DISCLOSURE MATERIALS

FOR

RIVER RENAISSANCE CONDOMINIUM

PROPERTY ADDRESS:
102 N. WATER STREET
MILWAUKEE, WI 53202

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.

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RIVER RENAISSANCE CONDOMINIUM

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2. DECLARATION: The Declaration establishes and describes the condominium units and the common areas. The declaration begins on page B-1.
3. BY-LAWS: The By-Laws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The By-Laws begin on page C-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 begin on page D-1.
5. MANAGEMENT OR EMPLOYMENT CONTRACTS: Certain services are provided to the condominium through contracts with individuals or private firms. These contracts begin on page E-1.
6. ANNUAL OPERATING BUDGET: The association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The Budget begins on page F-1.
7. RULES & REGULATIONS: Begin on page G-1.
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RIVER RENAISSANCE CONDOMINIUMS

DISCLOSURE MATERIALS

SECTION A

EXECUTIVE SUMMARY

Executive Summary

River Renaissance Condominium

This Executive Summary highlights some of the information that prospective buyers of units in the River Renaissance 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.** River Renaissance Condominium.

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

   - For specific information, see: Declaration, Article III § 3.04; Bylaws, Article II.

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. The right to expand the condominium has expired.

6. **Does the condominium have special amenities or features?** Yes, this condominium features commercial units on the first level, a second floor garden area, and river boat slips and docks.

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, screens, skylights, interior walls, floors, ceilings, all doors (including all hardware), any utility lines, appliances, heating and air conditioning equipment and other improvements located therein. The unit shall also include any patio, deck, porch, or balcony serving the unit, all parking ramps, elevators, and staircases exclusively serving the designated parking space owner, and the boat slip and dock area exclusively serving the

boat slip owner.

- For specific information, see: Declaration, Article II § 2.02 (c) and (d) and Article V § 5.04(e); Bylaws, Article VI § 1(b).

8. Maintenance and Repair of Limited Common Elements.

Unit Owner Responsibilities: Each unit owner shall keep the limited common elements appurtenant to his or her unit in a good and orderly condition Without in any way limiting the foregoing, unit owners shall also be responsible for the maintenance, repair, and replacement of the limited common elements described above in #7. The limited common elements include the parking spaces and storage lockers in the basement level, boats slips and docks, the rooftop areas reserved solely for the penthouse units, and the balconies or patios exclusively serving an appurtenant unit.

Association Responsibilities: All maintenance, repairs, and replacements to the Common Elements and facilities, except if otherwise noted above, shall be made by the Association and charged to the unit owners.

- For specific information, see: Declaration, Article II § 2.03 and Article V § 5.04(a), (b), and (e); Bylaws, Article VI §§ 1(a) and 1(b)(2).

9. Maintenance and Repair of Common Elements.

Association Responsibilities: The Association shall be responsible for the management and control of the condominium property, except the individual units, and shall cause the same to be kept in good, clean, attractive and sanitary condition, maintenance, order, and repair. The common elements include, but are not limited to: the foundations and supports of the Building, exterior walls, the ground floor service room, sidewalks, common walkways, retaining walls, the surface of the boat slips and docks, outside seating areas, the second floor garden area, and all service elements or installations not included as part of a unit.

How does the Association pay for repairs and replacements? The Association maintains an operating fund and a reserve fund. Routine maintenance and repair of the common elements is funded through unit owner assessments and paid through the operating fund. For extraordinary or unexpected expenses, the Association may also use the reserve fund or special assessments to fund such repairs or replacements, as determined by the Board of Directors.

- For specific information, see: Declaration, Article II § 2.05 and Article V §§ 5.01 and 5.04(a) and (b); Bylaws, Article V and Article VI § 1(a).

10. Alterations of Units and Limited Common Elements. Unit owners shall not, without the prior written consent of the Board of Directors, make or permit to be made any structural alterations, changes, or improvements to a unit, the common elements, or the building

exteriors. Unit owners shall make no changes within a unit that affect the structural integrity of the Building. Unit owners must submit the Contractor/Subcontractor Agreement Acknowledgment Form and a contractor's certificate of insurance naming the Association as an additional insured prior to any renovations.

- For specific information, see: Declaration, Article V § 5.04(f); Bylaws, Article VI § 3(b) and Article XIII § 13; River Renaissance "Construction and Renovation Procedures and Rules."

11. Parking.

Availability: Number of parking spaces assigned to each unit: **0-2**.
The number of parking spaces assigned to a unit varies. Most unit will have either one (1) or two (2) spaces assigned to the unit, though a few units do not have an assigned parking space. Owners without an assigned parking space must park on the street or use other off-street parking.

Cost: There is no additional cost for the parking.

Guest Parking: Guest parking is limited to street parking.

Additional Parking Rules and Restrictions: See Declaration, Article II § 2.03(b) and Article VI § 6.01(c); Bylaws, Article XIII § 5.

12. Rental of Units: No unit may be occupied by solely non-owner occupants in the twelve (12) month period immediately following a transfer of ownership. Following the twelve-month owner-occupancy requirement, any owner may lease or rent his or her unit, provided there is a written lease signed by the owner and the tenant(s), that the lease or rental be for a term of not less than one (1) year, that the tenant(s) be obligated to comply with the Association's governing documents, and that the owner must provide the Association with the contact information for the tenant(s). The owner must also pay a $300.00 lease fee prior to the execution of a lease or rental. Tenants are not permitted to keep pets.

- For specific information, see: Declaration, Article VI § 6.01(b); Bylaws, Article XIII § 3, as amended; River Renaissance "Leasing Rules."

13. Pets:

Number of Pets Allowed Per Unit: A maximum of two (2) pets may be kept in a unit at any time. This may be any combination of dogs, cats, and birds. Fish may also be kept in a reasonably modest aquarium.

Dog Breed Restrictions: The following breeds are prohibited: Pit Bull, Pit Bull mixes, Akita, Staffordshire Bull Terrier, Doberman Pinscher, Chow, and Presa Canario.

Animal Rules: All dogs and cats must be properly licensed. Animals must be leashed and 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. Pets are not permitted in the second floor garden area. Rental tenants are not permitted to keep pets in a unit.

- For specific information, see: Bylaws, Article XIII §§ 6 and 7; River Renaissance "Pet Policy."

14. **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 sixty-six and two-thirds percent ($66^2/_3\%$) 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, Article V § 5.04(d) and Article IX § 9.01; Bylaws, Article VI § 5 and Article XIV § 1.

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

16. **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").

17. **Transfer Fee:** The Association charges a Working Capital Fund contribution equal to one month's regular assessment in connection with the transfer of ownership of a unit. The purchaser shall pay this contribution at closing.

    - For specific information see: Bylaws, Article V § 7, as amended.

18. **Disclosure Material Fee:** The Association charges $25.00, plus postage, for a hard copy of the disclosure materials. The disclosure materials are available at no cost on the Managing Agent's website.

19. **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.

20. **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.

21. **Reserve Balance.** The amount of the reserve balance is $ 523,818.43. This amount is current as of 01/06/2021

22. For specific information about the reserve balance, contact the Board of Directors.

This Executive Summary was prepared or revised on January 6, 2021.

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RIVER RENAISSANCE CONDOMINIUMS

DISCLOSURE MATERIALS

SECTION B

DECLARATION

Document Number

DECLARATION
OF
RIVER RENAISSANCE CONDOMINIUM

Title of Document

Record this document with the Register of Deeds

Name and Return Address:
SCOTT N. BURNS
HALLING & CAYO, S.C.
320 E. BUFFALO STREET, SUITE 700
MILWAUKEE, WI 53202

392-0961-100-0

(Parcel Identification Number)

INFO-PRO (800)855-2021 www.infoproforms.com

DECLARATION
OF
RIVER RENAISSANCE CONDOMINIUM

This Declaration is made as of this 30th day of August, 2007, by Rivren Group, LLC, a Wisconsin limited liability company (hereinafter referred to as the "Declarant").

The purpose of this Declaration is to submit the lands herein described and the improvements constructed thereon to the condominium form of ownership in the manner provided for by the Act and this Declaration.

Declarant owns certain real property located in the City of Milwaukee, County of Milwaukee, State of Wisconsin and more particularly described in EXHIBIT A attached hereto and made a part hereof (herein referred to as the "Property") and Declarant does hereby declare that the Property is hereby made subject to this Declaration, established under the Wisconsin Condominium Ownership Act. The Property and any and all improvements now or subsequently placed thereon and any and all easement rights and appurtenant rights belonging thereto shall be known and described as River Renaissance Condominium (herein referred to as the "Condominium") with an address of 102 North Water Street, Milwaukee, Wisconsin.

The Declarant hereby submits and subjects the Land, together with all buildings, structures, improvements and other permanent fixtures to be constructed thereon ("Property"), to the provisions of the Act. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

ARTICLE I:

DEFINITION

Section 1.01. Undefined Capitalized Terms. Capitalized terms not otherwise defined herein or on the Plat (as hereinafter defined) shall have the meaning specified or used in the Act.

Section 1.02. Defined Terms. The following terms shall have the following specific meanings when used herein:

a) "Act" means Chapter 703: Wisconsin Condominium Ownership Act of the Wisconsin Statutes, as amended and renumbered from time to time.

b) "Association" means River Renaissance Condominium Association, Inc., the Association of the Unit Owners in the Condominium.

c) "Board of Directors" or "Board" means the governing body of the Association.

d) "Boat Slips" means any one or more than one of the numbered boat slips of the Condominium and deemed to be limited Common Elements appurtenant to specified Units.

e) "Building" means the building on the Property.

f) "Bylaws" mean the Bylaws of the Association.

g) "City" means the City of Milwaukee, Wisconsin.

h) "Commercial Units" refers to any of Units 101-104, or any combination thereof.

i) "Common Elements" both "General" and "Limited" mean all parts of the Condominium other than the Units, as more fully set forth in Sections 2.03, 2.04 and 2.05 of this Declaration.

j) "Common Expenses" means and includes all sums lawfully assessed against the Unit Owners by the Association, including, without limitation:

1. Expenses of administration, maintenance, repair or replacement of the Common Elements, including insurance premiums and contributions to such reserves as may be established; and

2. Expenses declared Common Expenses pursuant to the provisions of the Act or this Declaration or the Bylaws.

k) "Condominium" means River Renaissance Condominium.

l) "Condominium Documents" consist of this Declaration, the Articles of Incorporation of the Association, the Bylaws and the Rules and Regulations.

m) "Declarant" means RivRen Group, LLC, a Wisconsin Limited Liability Company, its successors and assigns.

n) "Declaration" means this Declaration of River Renaissance Condominium.

o) "Eligible Mortgagee" means any person or entity who is the holder or a governmentally approved insurer or guarantor of an Eligible Mortgage and who has requested the Association to notify it of any proposed action pursuant to Section 10.03.

p) "Eligible Mortgage" means any of the following:

1. a recorded first mortgage encumbering a Unit; or

2. any junior mortgage which is to the Declarant or an owner of a Unit.

q) "Floor Plans" consist of the plans attached hereto and made a part hereof as EXHIBIT B and any addendum thereto, showing outline particulars of the building and the Units, which plans are being recorded as part of the Plat pursuant to the Act simultaneously with this document and constituting a part of this Declaration, as the same may be amended form time to time.

r) "General Common Elements" means those portions of the Common Elements designated in this Declaration or the Plat or Floor Plans as being General Common Elements.

s) "Governmental Regulations" means any and all laws, rules, regulations, ordinances, court orders or decrees issued or promulgated by any governmental authority, agency or instrumentality or any court having jurisdiction in connection therewith.

t) "Limited Common Elements" means those portions of the Common Elements designated in this Declaration or on the Plat or Floor Plans as being Limited Common Elements appurtenant to a Unit or Units.

u) "Parking Space(s)" means any one or more than one of the numbered parking spaces located in the basement level of the Condominium and deemed to be Limited Common Elements appurtenant to a Unit.

v) "Percentage Interest" means the undivided percentage interest of each Unit in the Common Elements as set forth in Section 3.01 of this Declaration, as amended from time to time in accordance with the provisions of the Act and this Declaration.

w) "Plat" means the Plat of Survey of the Condominium being recorded pursuant to the Act simultaneously with this document and constituting a part of this Declaration, as the same may be amended from time to time.

x) "Property" means the real property as described in the description attached hereto and made a part hereof as EXHIBIT A, and further described on the condominium plat of survey attached hereto and made a part hereof as EXHIBIT A-1, and any amendments or addenda thereto.

y) "Reserved General Common Elements" means those portions of the Common Elements, if any, designated in this Declaration or on the Plat and Floor Plans as being Reserved General Common Elements.

z) "Residential Unit(s)" refers to any of Units 201-804, or any combination thereof.

aa) "Rules and Regulations" means the rules and regulations adopted from time to time by the Board of Directors pursuant to the Bylaws.

bb) "Service Elements" means all utility services and systems, including, without limitation, heating, ventilating and air conditioning, gas, electricity, sewer/water and plumbing, services, lines, pipes, wires, vents, flues, chimneys, ducts, cables, conduits, communication lines and systems, fire prevention installations and systems, stairwells, elevators, elevator shafts and equipment, building security systems, and building service equipment located within the Condominium, excluding the Electrical Transformers and Systems.

cc) "Subassociation" means a condominium association formed in connection with any Subunits.

dd) "Subcondominium" means a separate condominium created by a Unit Owner subjecting said Unit Owner's Unit to a Subdeclaration and thereby subdividing said Unit into two or more Subunits.

ee) "Subcondominium Documents" means the Subdeclaration, Articles of Incorporation, Bylaws of a Subassociation, and any rules and regulations promulgated in connection therewith.

ff) "Subdeclaration" means a declaration of condominium which creates within a Unit a separate condominium within this Condominium.

gg) "Subdivided Unit" means a Unit which has been subjected to a Subdeclaration.

hh) "Subunit" means a condominium unit created as a result of a Unit Owner creating with said Unit Owner's Unit a Subcondominium by submitting said Unit Owner's Unit to a Subdeclaration.

ii) "Unit" means a Unit as defined in the Act, as separately described as a Unit on the Plat, on the Floor Plans, in the Section of this Declaration entitled "Description of Units" and any amendment or addendum to any of the foregoing.

jj) "Unit Owner" means any natural person, combination of natural persons, corporation, partnership, limited liability company, association, trust or other entity capable of holding title to real property, or any combination thereof which owns fee simple title to a Unit or has equitable ownership to a Unit as a land contract vendee, but does not include any mortgagee, as such, unless and until such mortgagee takes title to a Unit by foreclosure or process in lieu thereof.

ARTICLE II:

DESCRIPTION

Section 2.01. Description of Building. There will be one (1) Building on the Property as the same is designated on the Plat. The Building will contain a total of eighty-five (85) Units and appurtenant facilities. The general location, dimensions and area of the building and facilities are shown on the Plat and the Floor Plans.

Section 2.02. Designation and Description of Units.

(a) Designation of Units. Units are identified by designation and number as indicated below and on the Plat or Floor Plans. The Building has been divided into eighty-five (85) Units, which are limited to the uses set forth in Article VI.

(b) Description of Units. Each Unit and the approximate area, location, appurtenant Limited Common Elements, Reserved General Common Elements, if any, and immediate Common Elements to which said Unit has access are, to the extent feasible, generally shown on the Plat or Floor Plans.

(c) Perimeters of Units. The perimeter boundaries of each Unit are as follows:

1. Horizontal Boundaries: The upper and lower boundaries of a Unit shall be the following boundaries extended to an intersection with the vertical boundaries:

a. Lower Boundary. The lower boundary of a Unit is the horizontal plane of the under surface of the concrete slab below the lower most floor of each such Unit.

b. Upper Boundary. The upper boundary of a Unit is the horizontal plane of the bottom surface of the concrete slab above the uppermost floor of each such Unit.

2. Vertical Boundaries. The vertical boundaries of a Unit are the vertical planes, extended to intersections with each other and with said Unit's upper and lower boundaries, running through the exact center of each wall separating the Unit from either another Unit or from any Common Element areas, and as to the vertical boundaries separating Units from the exterior of the Building, the vertical plane described by the inner surface of such exterior walls.

(d) **Included Items**. Expressly included as part of each Unit are:

1. any patio, deck, porch or balcony serving the Unit and any doors thereto;

2. the front entrance door and any other entrance door to the Unit and any and all hardware associated therewith;

3. all windows, screens or sky lights for the Unit;

4. interior ceiling, floors, walls, and floor and wall coverings, including those within any screened or enclosed balcony or patio;

5. the Service Elements, including, without limitation, elevators, elevator shafts and equipment, cooling towers and related equipment exclusively serving a Unit, whether or not located within the designated boundary lines of the Unit;

6. the lobbies or entranceways exclusively serving a Unit or the elevators exclusively serving a Unit.

7. as to the Parking Spaces, all parking ramps, elevators, and staircases exclusively or primarily serving the designated Parking Space owner;

8. all space, interior partitions and other fixtures and improvements within the designated boundaries of a Unit;

9. as to the Boat Slips, the dock area, River walk and boat slips, exclusively or primarily serving the designated Boat Slip owner; and

10. if any Service Element lies within or partially within and partially outside of the designated boundaries of a Unit, any portions thereof exclusively serving that Unit shall be deemed a part of that Unit as set forth in subparagraph 5 while any portions serving more that one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements and a valid easement for any such part of the Common Elements and for its maintenance, inspection, repair or replacement shall exist in favor of the Association and the Declarant, their agents and employees.

Section 2.03. **Description of Limited Common Elements.**

a) All Service Elements serving more than one Unit but not all of the Units shall be Limited Common Elements regardless of where such Service Elements are located and shall be appurtenant to the Unit or Units served;

b) The Parking Spaces and storage lockers in the basement level are reserved solely for the use of designated Unit owners and shall be Limited Common Elements appurtenant thereto; provided, however, the walls separating the parking from the other parts of the basement, the floor and floor slab of the parking area, and the parking ramp serving said parking area are common elements subject to maintenance, repair and replacement by the Association;

c) The Boat Slips and docks are reserved solely for the use of designated Unit owners and shall be Limited Common Elements appurtenant thereto; provided however, that the surface of the Boat Slips and docks (including their foundations) and the Riverwalk are common elements subject to maintenance, repair and replacement by the Association;

e) Rooftop areas depicted in Exhibit C are reserved solely for the use of designated Unit owners and shall be Limited Common Elements appurtenant thereto;

f) The balconies or patios for a specific unit are appurtenant to the Unit served;

Section 2.04. **Reserved General Common Elements.** The Reserved General Common Elements, if any, are those parts of the General Common Elements not reasonably intended or designed to serve all of the Unit Owners which the Board of Directors or, as more particularly set forth below, the Declarant may, to the extent permitted by applicable law, designate from time to time for the use and benefit of the Association and/or any Unit Owner(s) consideration of such use. Any such designation by the Board of Directors or the Declarant shall not be construed as a sale or disposition of such portions of the General Common Elements and there shall be no reallocation of Percentage Interests hereunder.

Section 2.05. **Description of General Common Elements.**The General Common Elements are generally shown on the Plat and the Floor Plans and consist of the entire Condominium other than the Units and the Limited Common Elements, and include without limitation the following: The Property;

a) All foundations, columns, girders, beams and supports of the Building not included as parts of the Units;

b) All structural columns, caissons, exterior walls and bearing walls including all components of the underground foundation (collectively, the "Structural Components") supporting the Building shall be Common Elements, regardless of where such structural components are located.

c) The service room located on the ground floor of the Building.

d) The exterior walls of the basement and all components of the underslab drainage system.

e) All portions of the basement which are not designated as part of a Unit or the Limited Common Elements.

f) All sidewalks, common walkways, Riverwalks, pathways, retaining walls and private alleys, not included as parts of Units or Limited Common Elements;

g) All open space, outside seating areas, the second floor garden area, and similar areas and improvements, if any, not included as part of Units or Limited Common Elements;

h) All Service Elements serving all Units and all Service Elements, not included as parts of Units or Limited Common Elements and whether or not located within the designated boundaries of a Unit or Common Element.

i) All apparatus and installations existing or hereinafter constructed in the building or on the Property for common use, or necessary or convenient to the existence, the common maintenance or safety of the Condominium and not included as part of the Units or Limited Common Elements;

j) All access steps and landings, if any, serving Units, not included as part of the Units, or as Limited Common Elements.

Section 2.06. Declarant's Right to Modify Units and/or Limited Common Elements. Declarant hereby reserves the right, without the consent of any Unit Owner, or any other party, to increase and/or modify or alter the size, location and floor plans of the building, a Unit, Limited Common Element and/or General Common Elements during the construction of the Building. In the event Declarant exercises its rights with respect to the Building, Unit, Limited Common Element and/or General Common Element, Declarant shall have the right and authority, without the consent of any Unit Owner or any other party, to file an addendum to the Plan and/or Floor Plans with the Register of Deeds of Milwaukee County showing the location, size and floor plans of any such modified Unit, Limited Common Element and/or General Common Element, as applicable, and provided further that an amendment to the Plan and/or Floor Plans shall not be necessary for nonmaterial or other minor modifications.

Section 2.07. Declarant's Right to Alter Common Elements. The Declarant and its duly authorized agents, representatives and employees shall have the right exercisable in the sole discretion of the Declarant, to modify, alter, remove or improve any defective or nonfunctional Common Element (including, without limitation, any item of equipment or any fixture). Such right shall expire with respect to each Common Element as of the date two (2) years after Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner, the Association, and/or the City and thereafter, the Board of Directors shall have such rights.

Section 2.08. Encroachment. If any portion of the General, Reserved General or Limited Common Elements shall encroach upon any other Unit or upon any portion of the General, Reserved General or Limited Common Elements as a result of the construction, reconstruction or repair of the Building, or as a result of settling or shifting of the Building, a valid easement for the encroachment and for its maintenance shall exist so long as the Building stands. The existing physical boundaries of a Unit or Common Elements constructed or reconstructed in substantial conformity with the Plat shall be conclusively presumed to be its boundaries, regardless of the settling or shifting of the Building and

regardless of minor variations between the physical boundaries described in this Declaration or shown on the Plat and the existing physical boundaries of any such Unit or Common Element.

ARTICLE III:

PERCENTAGE INTERESTS, VOTING AND ASSOCIATION MEMBERSHIP

Section 3.01. Percentage Interest. The undivided Percentage Interest in Common Elements (excluding those portions of the parking and boat slips designated as common elements) appurtenant to each Unit shall at any and all times be apportioned as set forth on Exhibit D.

Section 3.02. Votes.
The total number of votes appurtenant to all Units in the Condominium shall be 125 and the following number of votes shall appertain to each Unit:

Units 101 – 104 (Commercial Units) 11 votes each;
Units 201 – 804 (Residential Units) 1 vote each.

Section 3.03 Percentage Interest in Unassigned Parking and Unassigned Boat Slips. The undivided Percentage Interest in those portions of the Unassigned Parking Spaces shall be appurtenant to the Residential Units. The undivided Percentage Interest in those portions of the Unassigned Boat Slips, Docks and Riverwalk shall be appurtenant to the Commercial Units at all times. The allocation of costs for the Parking Spaces, boat slips, docks and Riverwalk shall be allocated on a pro-rata basis as delineated in Article V of the Master Bylaws.

Section 3.04. Association Membership. Every Unit Owner shall be entitled and required to be a member of the Association, which shall be responsible and shall have exclusive authority for executing the purposes of this Declaration, including the management and control of the Common Elements and of the Limited Common Elements. If title to a Unit is held by more than one person, each such person shall be a Member. An Owner of more than one Unit shall be entitled to one membership for each such Unit owned by such person. Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically by conveyance of that Unit. No person or entity other than a Unit Owner or Declarant may be a Member, and membership in the Association may not be transferred except in connection with the transfer of title to a Unit; provided, however, that the rights of voting may be assigned to a mortgagee as security for a loan secured by a mortgage on a Unit. The percentage interest for each Unit identified in Section 3.02 shall also serve as the basis in determining the voting interest of each Unit on matters for determination by Members and as to other matters described in the Act. Voting rights appurtenant to a Unit shall be exercised as provided in the Bylaws of the Association.

ARTICLE IV:

EASEMENTS

Section 4.01. Additional Easements. In addition to and in supplementation of the easements provided for by Section 703.32 of the Wisconsin Statutes, as amended and renumbered from time to time, and other provisions of the Act, and any and all licenses, easements, rights-of-way, covenants,

limitations and restrictions of record, the Condominium shall be subject to the following easements and restrictions:

(a) **Utility and Other Easements.** The Units and Common Elements and the Property shall be, and are hereby, made subject to easements in favor of the Declarant, the Association, appropriate utility and service companies and governmental agencies or authorities for such Service Elements as may be necessary or desirable to serve any portion of the Property, but only if approved by, and in locations designated by, the Declarant (until Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner, the Association and the City), and thereafter by a majority of the Board of Directors. The easements provided for by this Section 4.01(a) shall include, without limitation, rights of Declarant, the Association, any Company providing utility, any service company, and any governmental agency or authority to install, lay, maintain, repair, relocate and replace Service Elements and any other appropriate equipment and facilities over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existing at the time of completion of construction of the Unit by the Declarant or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

(b) **Declarant's Easements.**

(i) Declarant reserves an easement (until Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner, the Association, and the City) to use portions of the Common Elements and any Units owned by Declarant for construction, repair or renovation related purposes including the storage of tools, machinery, equipment, building materials, appliances, supplies and fixtures, and the performance of work respecting the Property.

(ii) Declarant reserves an easement (until Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner, the Association, and the City) on, over and under those portions of the Common Elements not located within the Building for the purpose of maintaining and correcting drainage or surface, roof or storm water. The easement created by this Section 4.01(b) expressly includes the right to cut any trees, bushes, or shrubbery, to grade any soil, to landscape or to take any other action reasonably necessary.

(iii) Until the Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner, the Association, the City and for a period of two (2) years thereafter, the Declarant shall have an easement through the Units and the Common Elements for any access necessary to complete any repairs, replacement, maintenance, renovations or modifications to be performed by Declarant.

(c) **Easement for Ingress and Egress Through Common Elements, Access to Units and Support.**

(i) Each Unit Owner is hereby granted an easement in common with each other Unit Owner for ingress and egress through all General Common Elements intended for such purposes, subject to such reasonable rules, regulations and restrictions as may be imposed by the Declarant or the Board of Directors. Each Unit is hereby burdened with and subjected to an easement for ingress and egress through all General Common Elements by persons lawfully using or entitled to the same.

(ii) To the extent necessary, each Unit shall have an easement for structural support over every other Unit in the Building and the Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in the Building and the Common Elements.

(d) **Common Elements Easement in Favor of Unit Owners.** The Common Elements (including, without limitation, the Limited Common Elements) shall be and are hereby made subject to the following easement in favor of the Association and the Units benefited:

For the installation, repair, maintenance, use, removal and/or replacement of Service Elements, whether or not such Service Elements are located in any of the other Units or in any other part of the Condominium to the extent such Service Element serves any Unit or is necessary for service to any Unit; provided that any such installation, repair, maintenance, use, removal and/or replacement of any such item does not, in the determination of the Board of Directors, unreasonably interfere, in any material adverse respect for any significant time period, with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the Building, or impair or structurally weaken the Building or the systems serving the Building and any and all such work is performed in a good and workmanlike manner. Any such installation, repair, maintenance, use, removal and/or replacement shall be conducted by and in the manner provided in the Bylaws.

(e) **Units and Common Elements Easement in Favor of Association.** The Units and the Common Elements, including, without limitation, the Limited Common Elements, are hereby made subject to the following easement in favor of the Association and its agents, employees and independent contractors:

(i) for inspection of the Units, Reserved General Common Elements and Limited Common Elements in order to verify the performance by Unit Owners of all items of maintenance and repair for which they are responsible and to correct or remove therefrom any violations of the Condominium Documents or applicable Governmental Regulations;

(ii) for inspection, installation, maintenance, repair, replacement, renovation, alteration, improvement, or relocation of Service Elements, the General Common Elements, Reserved General Common Elements or the Limited Common Elements situated in or accessible from such Units or Common Elements, or both;

(iii) for correction of emergency conditions in one or more Units or Common Elements, or both;

(iv) for inspection, assessment, repair, replacement, renovation, alteration or improvement as may be necessary or desirable as a result of a casualty or condemnation to any of the Common Elements or Units;

Any installation, replacement or relocation of Common Elements or Service Elements within a Unit shall be located at or near previous locations (if any) or, to the extent commercially feasible, in locations which will not unreasonably disturb the use of the Unit for its intended purposes. Except in an emergency, any right of access to a Unit granted pursuant to this Section shall be exercised only after five business days advanced notice and with commercially reasonable efforts to minimize interference with the use of such Unit. The Unit shall promptly be restored to its condition immediately prior to such access after completion of any work in a Unit conducted pursuant to any right of access granted in this Section 4.01(e). Notwithstanding the foregoing, in case of an emergency such right of entry shall be immediate and without notice, whether or not the Unit Owner is present at the time.

(f) **Electrical Transformer and Systems Easements**. Rivren Group, LLC, its successors and assigns ("Rivren"), is hereby granted a permanent, perpetual, nonexclusive easement for the placement of an electrical transformer or transformers and any and all related and appurtenant systems, cables, wires, meters and equipment (collectively, "Electrical Transformers and Systems") at a location or locations designated by the Declarant in the lower level mechanical room of the Building, and the exterior of building, together with the right to install, inspect, maintain, repair, alter, replace, renovate, modernize and improve any such Electrical Transformer and Systems, including, without limitation, any cables, wires, installations, meters and appurtenant systems and equipment, throughout the Units and the Common Elements as may be necessary or desirable to service said Units and Common Elements with electricity or any other form of energy that may in the future be of similar utility as electricity and as may be necessary or desirable to connect said Electrical Transformer and Systems with such other appurtenant systems and/or equipment in order to service other buildings within the area of the Building. This grant of easement is hereby further evidenced by that certain Electrical Transformer and Systems Easement Agreement by and between Declarant and Rivren. Pursuant to said Electrical Transformer Easement Agreement, Rivren or its successors and assigns have entered into an Electrical Supply Agreement (the "Electrical Supply Agreement") pursuant to which Rivren agrees to provide certain of the Units, and the Common Elements with electricity on such terms and conditions are set forth therein. Each Unit shall be separately metered and the Unit Owners of those Units which receive electricity directly from WE Energies shall be charged directly by WE Energies or its successors and assigns for electricity usage.

(g) **Unit Owner Easements**. Each Unit Owner shall bare a valid, non-exclusive easement to the Common Element space between the interior and exterior of the walls of the Unit for the 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 or the sound proofing of common walls between the Units, and provided further that the Common

Elements and facilities be restored to their former condition by the Unit Owner at the Unit Owner's sole expense upon completion or termination of such use.

Section 4.02. **Inconvenience**. Each Unit Owner hereby acknowledges that the activities of the Declarant or the Association pursuant to this Article IV may temporarily impair access to the Building and cause inconvenience to the Unit Owners and the occupancy of their Units.

Section 4.03. **Encroachments**. If by reason of construction, reconstruction, settlement or shifting of the Building, or the design or construction of any Unit, any part of the Common Elements shall at any time encroach upon any part of any Unit, or any part of any Unit shall at any time encroach upon any part of the Common Elements or any Unit shall at any time encroach upon part of any other Unit, an easement for the continuation and maintenance of such encroachment is hereby established and shall exist for the benefit of such encroaching Unit or Common Element so long as all or any part of the Building containing such Unit or Common Element shall remain standing.

Section 4.04. **Binding Nature**. All easements and rights described herein are granted and reserved to and shall inure to the benefit of and be binding upon, the Declarant, the Association, all Unit Owners and occupants of a Unit and their successors and assigns. Either the Association or the Declarant, as applicable, shall have the authority to execute all documents necessary to carry out the intent of this Section.

ARTICLE V:

BUDGETS, COMMON EXPENSES, ASSESSMENTS AND ENFORCEMENT

Section 5.01. **Assessments.** Each Owner (excluding the Declarant which shall be obligated to pay for common expenses in accordance with the provisions set forth below), hereby covenants and agrees with each other Owner and with the Association to pay annual assessments, special assessments for capital improvements and for other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article. After the transfer of the first Unit from Declarant to an Owner, Declarant shall not be responsible for assessments for common expenses with respect to unsold Units. However, Declarant shall pay the difference between the common expenses incurred by the Association, and the actual amount of assessments due from Unit Owners other than Declarant, provided, that in no event shall Declarant's obligation for common expenses for an unsold Unit exceed the amount that an Owner other than Declarant should have been obligated to pay in assessments on the Unit from the date a permanent occupancy permit was issued for such Unit. The Declarant shall not be responsible for paying for any expenses incurred by the Association after the date of conveyance of the last Unit by the Declarant.

The Board of Directors of the Association ("Board") shall from time to time, and at least annually, prepare a budget and fix the annual assessment, which assessment shall be used exclusively to promote the recreation, health, safety and welfare of the Members, for the improvement and maintenance of the Common Elements and such emergency repairs as the Association may deem necessary. In addition to the annual assessments, the Board may levy, in any assessment year, a special assessment applicable to that year only for the purposes determined by the Board; provided, however,

that any such special assessment shall have the assent of the Unit Owners having two-thirds (2/3) of the votes at a meeting duly called for this purpose.

The Board may also levy special assessments against a particular Unit Owner and Unit for: (a) costs and expenses (anticipated or incurred) for damage to the Common Elements caused by or at the direction of that Unit Owner or guests or tenants of the Unit Owner or other occupants of the Unit; (b) costs, expenses and actual attorneys' fees incurred in, or in anticipation of any suit, action or other proceeding to enforce the Act, the Declaration, the By-Laws, or the rules or regulations of the Association; (c) costs and expenses (anticipated or incurred) for the emergency repairs to a Unit; (d) liabilities, costs and expenses incurred by the Association as a result of any temporary or permanent condition or defect in the Unit; (e) interest due on general and special assessments; (f) forfeitures and other penalties levied by the Board for violations of the condominium documents by a Unit Owner or the tenants or guests of the Unit Owner or occupants of a Unit; (g) all other costs and expenses anticipated or incurred by the Association which are subject to special assessments as provided under this Declaration or the By-Laws of the Association.

Each purchaser of a Unit from the Declarant shall pay to the Association as a contribution to the working capital of the Association (and not an advance payment of a monthly assessment) an amount equal to two monthly installments of the then existing or estimated assessment for common expenses at the time of conveyance by the Declarant. The Declarant may not use the working capital fund to defray its own expenses while it maintains control of the Association. The Association may determine how to use or apply the working capital fund, including, but not limited to, an addition to any reserve fund or a deposit to a segregated fund for any purpose. Nothing herein shall prevent a Unit Owner from recouping any payments made to the Association under this paragraph from a subsequent purchaser of the Unit.

The annual assessments provided for herein shall be payable in monthly installments and shall commence as to a Unit on the date of first conveyance of such Unit by the Declarant. The first annual assessment shall be adjusted according to the number of months then remaining in the calendar year. At the closing of the first sale by Declarant of each Unit, that portion of the annual assessment due and payable in the month in which the closing occurs shall be prorated. The Board shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner. The due date shall be the 1st day of each month. If such assessments are not paid by the 10th day of each month, an additional $25.00 late fee will be assessed to such Unit. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association setting forth whether the assessments on a specified Unit have been paid.

All sums assessed to any Unit pursuant to this Article, together with interest thereon, shall be secured by a lien on such Unit in favor of the Association as provided in the Act.

The total annual assessment against each Unit Owner for Common Expenses levied pursuant to the Bylaws, together with interest thereon, and the expenses of the proceedings, including, without limitation, reasonable attorneys' fees, hereby is declared to be a lien against the Unit of such Unit Owner within the purview of the Act, which lien shall be enforced pursuant to Section 703.16 of the Act, as amended or renumbered from time to time, and as provided by law and the Bylaws.

Section 5.02. Surplus Funds. Surplus funds of the Association remaining after payment of or provision for Common Expenses and any prepayment of reserves may in the discretion of the Board of Directors either (i) be credited, in proportion to each Unit Owner's obligation to pay such Common Expenses, to the next monthly installments due from Unit Owners, or (ii) refunded among Unit Owners who paid assessments in proportion to their payments, or (iii) added to reserves until exhausted.

Section 5.03. Special Privilege Fees. Any Special Privilege Fees or similar fees or charges assessed or levied against the Association in connection with the extension of balconies into the public right of way, sidewalk modification or otherwise, shall be the prorata responsibility of the Units to which said balconies are appurtenant, sidewalk abuts or the Units which the cause of the Special Privilege Fee primarily benefits.

Section 5.04. Maintenance, Repairs and Replacements

(a) The Association, subject to the rights and duties of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of, and shall keep the same in good, clean, attractive and sanitary condition, order and repair, all the Common Elements, except the Limited Common Elements appurtenant to a specific Unit and all improvements thereon (including furnishings and equipment related thereto).

(b) All such maintenance, repairs, and replacements to the Common Elements and facilities, whether located inside or outside of the Units, shall be made by the Association and charged to the Unit Owners as provided herein. The Association may enter any Unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of improvements or systems for which the Association is responsible. Such entry shall be made with prior notice to the Owners and with as little inconvenience to the Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense.

(c) The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof; to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Common Elements, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Common Elements or the enforcement of this Declaration. The Association may arrange with others to furnish water, trash collection and other common services to each Unit.

(d) The Association may make reasonable rules and regulations governing the use of the Units and of the Common Elements, which rules and regulations shall be consistent with the rights and duties established in this Declaration.

(e) A Unit Owner shall be responsible for all maintenance, repairs and replacement of: (a) interior surfaces of a Unit together with utility lines, mechanical equipment and fixtures which serve that Unit; (b) such fixtures and equipment which are located within that Unit; and (c) glass surfaces, screens, doors, windows, door and window hardware appurtenant to the Unit. The expense of such maintenance, repairs and replacement shall be borne solely by such Owner. A Unit Owner shall keep

the Limited Common Elements appurtenant to such Unit in a good, clean, sanitary and attractive condition. A Unit Owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise refurnish and decorate the interior surfaces of the walls, ceilings, floors and doors forming or within the boundaries of a Unit and, subject to the approval of the Association, erect partition walls of a non-structural nature, provided that such Unit Owner shall take no action which in any way will materially change any common walls. However, all window treatments that cover the windows must be approved by the Association prior to installation.

(f) An 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 a Unit, or in or to the exterior of the Building or any Common Element, except the Rooftop Areas. 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, impair the safety of the Condominium or its occupants, or impair any easement without the prior written consent of the Association. Residential Units may not be subdivided. Balconies and patios may not be enclosed.

(g) In the event that any maintenance, repair or replacement of a Common Element is required as a result of the willful or negligent act of a Unit Owner or invitee, the costs shall be added to and become a part of the assessment for such Owner's Unit.

ARTICLE VI.

USE RESTRICTIONS

Section 6.01. Restrictions. The occupancy and use of the Units and Common Elements shall be subject to the restrictions set forth in the Bylaws, as the same may be amended from time to time, and the following restrictions:

a) The Commercial Units may be used for office, retail, restaurant, and appurtenant and accessory purposes or for any other purpose not prohibited by the Bylaws, the Rules and Regulations or any applicable Governmental Regulation;

b) The Residential Units shall be used for residential purposes and appurtenant and accessory purposes, provided such purposes are not prohibited by the Bylaws, Rules and Regulations or any applicable Governmental Regulation and provided that the parking areas appurtenant to any of Residential Units shall be used only for parking. No trade or business shall be carried on anywhere within said Residential Units. The Declarant may lease a Residential Unit on such terms and conditions as it desires in its sole discretion. Any person occupying a Unit shall comply with all of the restrictions, covenants and conditions imposed on an Owner. If a Residential Unit is leased in accordance with this Article, the Owner of such Residential Unit shall notify the Association of the tenant's name or names and telephone number. If an Owner intends to leave a Residential Unit for a period of more than one (1) month, such Owner shall prior thereto notify the Association of the forwarding address and telephone number where the Owner can be reached.

c) The Parking Spaces shall be used for parking by designated Unit Owners and appurtenant and accessory purposes provided such purposes are not prohibited by the Bylaws, the Rules and Regulations or any applicable Governmental Regulation and shall at all times

contain not less than approximately 91 parking spaces and 9 motorcycle spaces. Parking stalls shall be used for the parking of private passenger automobiles, pickup trucks, motorcycles and bicycles. Persons parking in the Parking Spaces shall, at reasonable times, for a reasonable period and upon reasonable notice, remove their vehicles therefrom to permit the parking areas to be repaired, resurfaced, repainted, striped or to permit cleaning thereof, the removal of snow therefrom or for similar purposes. All vehicles must fit within the space assigned and may not interfere with the use of adjoining spaces. Parking of vehicles in the Limited Common Elements shall be subject to rules established by the Association.

d) The Boat Slips shall be used by designated Unit owners and appurtenant and accessory purposes provided such purposes are not prohibited by the Bylaws, the Rules and Regulations or any applicable Governmental Regulation and shall at all times contain not less than approximately 12 boat slips. Boat Slips, which are Limited Common Elements, shall be used for the private use of boats which are no greater than 27' in length. Boats docked in the Limited Common Elements shall, at reasonable times, for a reasonable period and upon reasonable notice, remove their boats therefrom to permit the boat slips, docks and Riverwalk (if necessary) to be repaired, resurfaced, repainted, cleaned, or for similar purposes. All boats must fit within the space assigned and may not interfere with the use of adjoining spaces. Docking of boats in the Limited Common Elements shall be subject to rules established by the Association.

e) Each Unit Owner shall be obligated to maintain said Unit Owner's Unit in a manner consistent with the applicable terms and provisions of the Bylaws and Rules and Regulations;

f) A Unit Owner is prohibited from making any alteration, installation, removal, reconstruction, or repair to his or her Unit or Units which could impair the structural integrity of the Building or any mechanical or electrical system therein; or adversely affect either the thermal or acoustical character of the Building; or lessen the support of any portion of the Building; or violate any applicable law, ordinance or governmental rule, regulation or order.

g) A Unit Owner is prohibited from making any alteration, installation, removal, addition, reconstruction or repair to the exterior of his or her Unit without the prior written approval of the Board of Directors in accordance with the Bylaws.

h) No trade or business may be carried on in the Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the General Common Elements without the prior written consent of the Association, except as specifically provided herein. Nothing shall be altered or constructed in, or removed from, the General Common Elements except upon the prior written consent of the Association. No garbage or rubbish containers shall be placed or kept in the Common Elements other than those areas designated by the Association. An Owner shall not paint, decorate, or alter the appearance of the Common Elements without the consent of the Association. Subject to the rights of the Declarant under Article IX, no Owner may erect, post or display posters, signs or advertising material on or in the Common Elements.

i) Rooftop Areas, which are Limited Common Elements, shall be used only for private residential dwelling purposes and for no other purposes. No trade or business shall be carried on anywhere within said Rooftop Areas. The Owners of the Units to which the Rooftop Areas

are appurtenant shall have the right to use, occupy, modify, alter, improve, repair and replace the Rooftop Areas, including, the right to install, repair and replace furniture, fixtures and equipment thereon.

j) Nothing shall be done or kept in any Unit or in the Common Elements, or any part thereof, which would increase the rate of insurance on the Condominium, or any part thereof, over what the Association, but for such activity, would pay. Nothing shall be done or kept in any Unit or in the Common Elements, or any part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Elements, or any part thereof, shall be permitted by any Owner or guests or tenants of the Unit Owner or other occupants of the Unit, and each Owner shall indemnify and hold the Association and other Owners harmless against all loss resulting from any such damage or waste caused by, or at the direction of, that Unit Owner or guests or tenants of the Unit Owner or other occupants of the Unit. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Elements which may cause an annoyance or nuisance (including the use of stereos, musical instruments, televisions or radios at such time or in such volumes of sound as to be objectionable) to any other occupants of the Building.

k) The viewing area on the roof is reserved solely for the use of the Owners of the Residential Units.

Section 6.02. Rules and Regulations. Rules and Regulations, not in conflict with the provisions of this Declaration and the Bylaws, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Declarant, during the period of time that the Declarant controls the Board of Directors, or the Board of Directors, in their reasonable discretion, subject to the right of Association to change such Rules and Regulations. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Board of Directors promptly after the adoption of such Rules and Regulations or any amendments thereto.

ARTICLE VII:

LEASING AND TRANSFER OF PARKING SPACES OR BOAT SLIPS

Section 7.01. Declarant's Right to Lease or Sell Units.

The Declarant shall retain title to each Unit not conveyed to any purchaser. The Declarant retains the right to enter into leases with any third parties for occupancy of any of the Units, any part or parts thereof, so retained by Declarant and not so conveyed to any purchaser, the terms and conditions of which leases shall be determined by the Declarant, in its sole discretion, or to lease back and sublease any Unit, or any part or parts thereof, so conveyed.

Section 7.02. Unit Owner's Right to Lease.

Except as set forth in Section 7.01 with respect to the rights of Declarant, a Unit Owner may lease or sublease his Unit, or any part or parts thereof, at any time and from time to time provided that:

(a) No Unit, nor any part thereof, other than leases of Parking Spaces, may be leased or subleased without a written lease or sublease;

(b) A notice of lease, other than with respect to leases of parking spaces, shall be furnished to the Board of Directors or the Secretary of the Association within seven (7) days after execution thereof setting forth the identity, address and contact name for tenant, the permitted and anticipated use of the premises by said tenant and the commencement date and expiration date of the lease; and

(c) The right of any lessee or sublessee of a Unit, or any part or parts thereof, shall be subject to, and each such lessee and sublessee shall be bound by, the covenants, conditions, and restrictions set forth in the Declaration, Bylaws and Rules and Regulations and a default thereunder shall constitute a default under the lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a Unit to pay any Common Expense assessments on behalf of the Unit Owner of that Unit.

Section 7.03. Transfer of Parking Spaces and Boat Slips

Once a specific Parking Space and/or Boat Slip is assigned to a Unit it may not be changed without the consent of the Unit Owner and Association. A Unit Owner may sell and grant (by deed, subject to the rights of any existing mortgagee) one of its parking stalls, provided that (a) the purchaser is another Unit Owner and (b) after the sale, the selling Unit Owner's Unit has at least one (1) parking stall. A Unit Owner may sell and grant (by deed, subject to the rights of any existing mortgagee) a Boat Slip, provided that the purchaser is another Unit Owner.

ARTICLE VIII:

SUBDIVIDED UNITS

Section 8.01. Units Subject to Subdeclaration.

Subject to the prior written approval of the Declarant until such time as the Declarant no longer has any ownership interest in any Unit and, if and at such time the Declarant no longer has any ownership interest in any Unit, then a majority of the Board of Directors (as applicable, the "Approving Entity"), a Unit Owner of a Commercial Unit may create a condominium within said Unit Owner's Unit by subjecting said Unit to a Subdeclaration, thereby subdividing said Unit Owner's Unit into two or more Subunits, each of said Subunits thereby becoming a separate condominium unit within the Subdivided Unit within this Condominium. A Residential Unit may not be subdivided.

Section 8.02. Subordination and Use.

The Subunits and Subcondominium Documents (as such term is hereinafter defined) shall be subject to and subordinate to the Condominium Documents as the same may be amended, modified or promulgated pursuant to the Declaration and Bylaws. Subunits will also be subject to the restrictions, rules and regulations contained in the Subdeclaration, the articles of incorporation (the "Subarticles") of any condominium association formed in connection with any such Subunits (the 'Subassociation"), the bylaws of said Subassociation (the "Sub-bylaws") and any rules and regulations (the "Subrules") promulgated in connection therewith or pursuant thereto (collectively, the "Subcondominium Documents").

Section 8.03. Approval and Amendment.

All of the Subcondominium Documents shall be subject to the prior written approval of the Approving Entity. Any and all amendments, modifications, supplementations, rescissions, cancellations,

terminations or promulgations of any of said Subcondominium Documents shall be subject to the prior written approval of the Approving Entity.

Section 8.04. Amendment.

In the event any of the Condominium Documents are amended or new Rules and Regulations are promulgated after the creations of a Subcondominium, then the Subcondominium Documents shall be deemed amended to the extent said Subcondominium Documents are inconsistent with the Condominium Documents, as amended.

Section 8.05. Cooperation.

If the Approving Entity has approved a Subcondominium, then the other Unit Owners that do not own the Unit to be subject to the Subdeclaration shall join into such Subcondominium Documents to the extent necessary to create the Subcondominium and to accomplish the purposes of this Article and shall execute such other documents as may be reasonably necessary in connection therewith, provided that said documents do not increase the responsibilities or liabilities of said other Unit Owners in connection with this Condominium or the Subcondominium.

Section 8.06. Common Expenses and Assessments of the Subcondominium.

Any and all liens created pursuant to the Condominium Documents, including, without limitation, those arising by virtue of Section 703.16 of the Act, as amended and renumbered from time to time, shall be subordinate to the Subcondominium and the Subdeclaration; provided, however, that if any Common Expenses assessed against a Subdivided Unit pursuant to the terms of the Condominium Documents and/or said Section 703.16 are not paid when due, then the Association shall have a lien, not only on the Subdivided Unit, but on each Subunit, but only to the extent that the owner of any such Subunit has failed to pay when due any such Common Expenses attributable to the Subunit owned by said owner. Said Association lien shall be superior to any lien on said Subunit arising in connection with the expenses or assessments or any other sums due pursuant to any of the Subcondominium Documents, whether arising pursuant to Section 703.16 of the Act or otherwise. In that connection, there shall be deemed to have been assessed against each Subunit the proportion of the Common Expenses assessed against the Subdivided Unit by the Association pursuant to the Condominium Documents equal to the product of (i) all of said Common Expenses assessed against a Subdivided Unit and (ii) the percentage interest of such Subunit in the common elements of the Subcondominium, but only to the extent that said Common Expenses have not been assessed against a Subunit by the Subassociation of the Subcondominium and paid by the owner of said Subunit. The Association shall also have a lien on any and all funds and accounts of the Subassociation with respect to Common Expenses assessed against the Subdivided Unit by the Association.

Section 8.07. Mortgages and Other Liens.

All mortgages and other encumbrances of the Units are subject and subordinate to the rights of the Unit Owners to create a Subcondominium within said Unit Owners' Unit pursuant to the terms of this Article VIII and to any Subdeclaration and the Subcondominium created thereby; provided, however, that any holder of a mortgage may prohibit the Unit Owner from creating a Subcondominium within said Unit Owners' Unit without first obtaining prior written approval of said mortgage holder.

Section 8.08. Association.

Upon the formation of the Subassociation, the Subassociation shall be deemed to be the Unit Owner of the Subdivided Unit and shall have all rights and obligations of a Unit Owner hereunder with respect to

a Subdivided Unit as more particularly set forth in the Bylaws. The Subassociation as the Unit Owner of the subdivided Unit, or the Board of Directors of the Subassociation, if permitted by the Subcondominium Documents, shall elect one representative who shall be an owner of a Subunit, and who shall be entitled to vote all of the votes of the Unit Owner of said Subdivided Unit. An officer of said Subassociation shall file a Certificate with the Secretary of the Association to that effect, all as more particularly set forth in the Bylaws.

Section 8.09. Construction and Mechanic Liens.

Any and all work conducted within a Unit, including, without limitations, the build out of a Unit, such as the construction of partition walls, the construction or installation of internal HVAC, electrical and plumbing systems within a Unit and any and all similar or related work, shall be at the direction of and for the benefit of said Unit and the Unit Owner of said Unit only, and any and all contractors, materialmen and others providing work and/or materials in connection therewith shall have a right only to place a lien on said Unit and shall have no right, whatsoever, to place a lien on the Condominium as a whole or any other Unit thereof.

ARTICLE IX:

AMENDEMENT TO DECLARATION

Section 9.01. Amendment.

Except as otherwise set forth in this Declaration with respect to certain rights of the Declarant to amend this Declaration, this Declaration may be amended by the agreement of Unit Owners of Units to which at least sixty-six and two-thirds percent (66 2/3%) of the votes in the Association, and in the manner provided by Section 703.09(2) of the Act, as amended and renumbered from time to time. All Unit Owners of Units who are subject to a mortgage shall first obtain the written consent of the holder of any such mortgage to the vote by said Unit Owner in favor of any amendment and shall provide evidence of such consent to the Board of Directors in a form satisfactory to the President thereof. No such amendment shall be effective until recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin. Anything herein to the contrary notwithstanding, and subject to any limitations imposes by the Act:

(a) so long as Declarant is the only Unit Owner, the Declarant may amend this Declaration without the consent or approval of any party;

(b) so long as Declarant owns one or more Units or any part thereof, no amendment to this Declaration shall be adopted without the Declarant's prior written consent;

(c) notwithstanding the above, if Declarant determines that a typographical error, misnomer, inadvertent omission or any other error has been made in this Declaration, Declarant, without further authority, shall have the right to correct any such error by an instrument amending the Declaration and recorded with the office of the Register of Deeds for Milwaukee County, Wisconsin.

Any amendment to this Declaration may be executed (A) if on behalf of the Declarant pursuant to Declarant's rights hereunder, by any authorized officer of the Declarant, and (B) if on behalf of the Association, pursuant to the requirements regarding execution set forth in the Bylaws.

Section 9.02. Amendments to the Condominium Documents.

The Condominium Documents may be amended only in accordance with the Act and the Condominium Documents. Notwithstanding any other provisions of this Declaration to the contrary, if any amendment is necessary in the judgment of the Board of Directors to cure any ambiguity or to correct or supplement any provisions of the Condominium Documents that are defective, missing or inconsistent with any other provisions thereof, then at any time and from time to time the Board of Directors may effect an appropriate corrective amendment without the approval of the Unit Owners or holder of any liens on all or any part of the Property. Each amendment of the type described in this Section 9.02 shall be effective upon the recording in the Office of the Register of Deeds for Milwaukee County, Wisconsin of an appropriate instrument setting forth the amendment and its due adoption, which instrument has been executed and acknowledged by one or more officers of the Board of Directors.

Section 9.03. Implied Consent.

The failure of any Unit Owner or holder of a mortgage on a Unit to respond to any notice of a proposed amendment within thirty (30) days after the sending of the notice to said Unit Owner or mortgagee by certified or registered U.S. mail, with return receipt requested, shall be deemed implied consent by said Unit Owner or the holder of said mortgage to any such amendment. A copy of each amendment shall be mailed or personally delivered to each Unit Owner at such Unit Owner's address as stated on the roster of members to be kept pursuant to the Bylaws and any holder of a mortgage provided said holder has provided notice to the Association of its address and the appropriate contact person and has requested copies of said amendments.

ARTICLE X:

MORTGAGES

Section 10.01. Requirements.

(a) No Unit Owner shall have the right or authority to mortgage, encumber or otherwise place a lien upon the Property or any part thereof, provided that each Unit Owner shall have the right to mortgage or encumber said Unit Owner's Unit and the undivided interest in the Common Elements appurtenant to such Unit.

(b) Any Eligible Mortgage or other lien on a Unit and the obligations secured thereby shall be deemed to provide, generally, that the Eligible Mortgage or other lien instrument and the right and obligations of the parties thereto shall be subject to the terms and conditions of the Act and this Declaration and shall be deemed to provide specifically, but without limitation, that the Eligible Mortgagee or lien holder shall have no right (i) to participate in the adjustment of losses with insurers or in the decision as to whether or not or how to repair or restore damage to or destruction of the Property, or (ii) to receive or apply the proceeds of insurance to the reduction of the mortgage debt or otherwise, except in the event and to the extent either of a distribution or such proceeds to Unit Owners pursuant to Section 703.18 of the Act, as amended and renumbered from time to time, or a distribution of insurance proceeds in excess of the cost of repair or restoration being received by the Unit Owner of the Unit encumbered by such Eligible Mortgage.

(c) Nothing contained in Section 10.01(b) hereinabove or elsewhere in this Declaration shall give a Unit Owner, or any other party, priority over any rights of the Eligible Mortgagee or other lien holder of a Unit pursuant to its Eligible Mortgage or other lien instrument in case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for loss to or a taking of one or more Units and/or Common Elements.

(d) No Unit Owner or purchaser of a Unit shall deliver any mortgage or other lien instrument secured by a Unit, or any obligation to be secured thereby, unless it has first notified the Board of Directors of the name and address of the proposed Eligible Mortgagee or lien holder and the priority of such mortgage or lien instrument. Failure to provide such notice to the Board of Directors shall not affect the validity, enforceability or priority of any such mortgage or lien instrument.

Section 10.02. Eligible Mortgagees.

(a) Upon receipt of the name and address of the holder of an Eligible Mortgage, the Secretary of the Board of Directors shall instruct the insurer of the Property to add the name of the Eligible Mortgagee or other lien holder to the mortgagee loss payable provision of the hazard insurance policy covering the Property and to provide such Eligible Mortgagee or other lien holder with a Certificate of Insurance showing that the Eligible Mortgagee's or other lien holder's name has been so added.

(b) The Secretary shall maintain a register of Eligible Mortgages, showing the names and addresses of the Eligible Mortgagees or other lien holders and whether it is a first or second mortgage to the extent such information has been received by said Secretary.

Section 10.03. Rights of Eligible Mortgagees.

(a) Upon the specific written request (in the form set forth in Section 10.03(b) hereof) of a holder of an Eligible Mortgage on a Unit or its servicer or any insurer or guarantor thereof to the Board of Directors, such person or entity shall be entitled to receive some or all of the following as designated in the request and by virtue of such request shall be deemed to be an "Eligible Mortgagee" entitled to the rights of an Eligible Mortgagee pursuant to the Condominium Documents:

(i) Notice of substantial damage to or destruction of any Unit subject to the Eligible Mortgage in excess of $250,000 or any part of the Common Elements (in excess of $250,000);

(ii) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;

(iii) Notice of any default under this Declaration or the Bylaws of the Unit Owner of the Unit which is subject to the Eligible Mortgage, where such default is not cured by the Unit Owner within thirty (30) days after the giving of notice by the Association to the Unit Owner of the existence of the default; and

(iv) Notice of any sixty (60) day delinquency in the payment of assessments or charges owed by a Unit Owner of a Unit which is subject to the Eligible Mortgage.

(b) The request of an Eligible Mortgagee or its servicer shall specify which of the above items it desires to receive, shall indicate the address to which any notices or documents shall be sent by the Board of Directors and shall set forth the unit number or address of the Unit on which it has or insures or guarantees an Eligible Mortgage. The Board of Directors need not inquire into the validity of any request made hereunder by an Eligible Mortgagee. The Board of Directors may refuse to honor any request where, after reasonable inquiry, it shall determine that the person making such request is not entitled to the material so requested and may establish reasonable rules to implement this Section 10.03(b). As a condition of the transmittal or such items, the Board of Directors, on behalf of the Association, may charge an Eligible Mortgagee for the cost of any such copies and any postage incurred in connection therewith.

(c) Failure to comply with the requirements set forth above shall in no way invalidate the otherwise proper actions of the Association and the Board of Directors.

(d) Any Eligible Mortgagee shall have the right, exercisable upon written request to the Board of Directors, to examine the books and records of the Association at any reasonable time.

Section 10.04. Implied Approval.

The approval of an Eligible Mortgagee to any of the foregoing amendments, modifications, or revisions may be assumed when any Eligible Mortgagee fails to submit a response to any written proposal for any such amendment, modification or revision within thirty (30) days after proper notice has been delivered to the Eligible Mortgagee, by certified or registered mail, return receipt requested.

Section 10.05. Application and Effect.

The provisions of this Article X shall supersede any inconsistent provision or provisions of this Declaration, the Bylaws or Rules and Regulations; provided, however, that said provisions shall not be deemed to limit or expand and shall not supersede the following:

(a) The amendment provisions of Article IX of this Declaration and of Section 1 of Article XIII of the Bylaws.

(b) The right granted to the Declarant in this Declaration to subdivide or relocate the boundaries of Units and to designate Reserved General Common Elements; and/or

(c) The rights of any Unit Owner and his or her mortgagee with respect to matters particularly affecting such Unit Owner's Unit and/or Eligible Mortgage, including, without limitation, as set forth in section 11.01 hereof, with respect to any relocation, combination or subdivision, and Article VIII, with respect to a Commercial Unit Owner's right to submit said Unit Owner's Commercial Unit to a Subdeclaration.

Section 10.06. Subordination of Lien for Common Expenses.

The lien for Common Expenses provided for in the Condominium Documents and in Section 703.16 of the Act, as amended and renumbered from time to time, shall be subject and subordinate to the lien of any Eligible Mortgage upon any Unit or Subunits; provided, however, that said subordination to any

Eligible Mortgage shall apply only to the assessments which become due and payable prior to the earliest to occur of (i) any such holder of an Eligible Mortgage taking possession of a Unit, (ii) the sale or transfer of such Unit pursuant to a foreclosure, or (iii) the sale or transfer by any other proceeding in lieu of foreclosure, including, without limitation, a deed in lieu of foreclosure. The Unit Owner shall remain personally liable for all such Common Expenses and said sale or transfer or the taking of possession shall not relieve such Eligible Mortgagee or transferee from liability for any Common Expenses, including, without limitation, said Unit's proportionate share of any prior Common Expenses that have not been paid by any Unit Owner, including the Unit Owner owning the Unit encumbered by such Eligible Mortgage.

ARTICLE XI:

BOUNDARY RELOCATION; PARTITION

Section 11.01. Relocation of Unit Boundaries and Subdivision of Units.

Any Commercial Unit may be subdivided into 2 or more Units, combined or the boundaries thereof relocated if such action shall have been approved in writing by all affected Unit Owners, all Eligible Mortgagees of the Units involved and the Board of Directors, and if the Declarant then holds any ownership interest in any Unit, the Declarant. The foregoing consents shall not be required with respect to Unit subdivisions or boundary relocations made by the Declarant. An amendment to this Declaration to effect any Unit subdivision, combination or boundary relocation shall be recorded by the Secretary of the Association. Any such subdivision, combination or relocation provisions shall comply with the applicable provisions of section 703.13 (6) and (7) of the Act, as the same may be amended or renumbered from time to time, and with the provisions of the bylaws.

Section 11.02. Liens and Indemnification.

All work in connection with a relocation, combination, and/or subdivision shall be completed in a good and workmanlike manner, free from all liens. The Unit Owner(s) owning Units with respect to which the boundaries are relocated or owning any Units that are subdivided shall indemnify and hold harmless the other Unit Owners; the Board of Directors, the Declarant and the Association from and against all claims of third parties for personal injury or property damage arising from work performed in connection with any such relocation or subdivision. The Board shall have the authority to assess against any such Unit, any and all costs reasonably incurred by the Association as the result of the failure by said Unit Owner to pay any and all costs that are associated with such work or that are covered by the foregoing indemnity.

Section 11.03. No Revocation or Partition.

Except as otherwise set forth herein, the Common Elements shall remain undivided and no Unit Owner or any other person shall bring or have the right to bring any action for partition or division thereof, nor shall the Common Elements be abandoned by act or omission, unless the Condominium regime is waived and terminated by agreement of Unit Owners owning Units to which appertain at least one hundred percent (100%) of all the votes in the Condominium and one hundred percent (100%) of the holders of any mortgages on the Units, except as provided herein in the event of casualty or condemnation.

ARTICLE XII:

CONDOMINIUM DOCUMENTS: SCOPE

Section 12.01. Scope of Coverage.

All present and future Unit Owners of Units, tenants of such Unit Owners and any other occupants of Units, employees of Unit Owners, or any other persons that in any manner or come upon the Condominium or any part thereof shall be subject to and shall comply with the provisions of this Declaration (including the Plat and Floor Plans), the Articles, the Bylaws and Rules and Regulations of the Association, as these instruments may be amended from time to time. A violation of the provisions of the Condominium Documents by any such person shall be deemed a substantial violation of the duties of the respective Unit Owner, tenant or occupant of the provisions of such instruments, as they may be amended from time to time. The provisions contained in such instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions where recited and fully stipulated in each deed, conveyance or lease thereof. The enforcement may be by such judicial proceedings as the Board of Directors may deem appropriate as well as pursuant to the provisions of the Condominium Documents and/or the Act.

ARTICLE XIII:

DAMAGE OR DECLARATION; EMINENT DOMAIN

Section 13.01. Damage or Destruction.

In the event the Condominium is destroyed or damaged to such an extent that either (i) the insurance proceeds, if any, constitute less than one hundred percent (100%) of the cost of completing repair or reconstruction or (ii) the estimated cost of repairing the damage exceeds $500,000, then action by Unit Owners owning Units to which seventy-five (75%) of the vote in the Association appertain taken within One Hundred Twenty (120) days after such damage or destruction shall be necessary to determine not to repair or reconstruct the Condominium as more fully described in Section 1, Article IX of the Bylaws. In the event of either (a) damage or destruction for which insurance proceeds are equal to or greater than one hundred (100%) of the cost of completing repair or reconstruction and the estimated cost of repairing the damage is equal to or less than $500,000 or (b) 75% of the Unit Owners did not vote within said 120-day period to waive, terminate and partition the Condominium, then the Condominium shall be repaired and reconstructed pursuant to arrangement by the Board of Directors of the Association as provided in said section of the Bylaws.

Section 13.02. Eminent Domain.

Whenever all or part of the Common Elements shall be taken or threatened to be taken, injured or destroyed by eminent domain or the threat thereof, each Unit Owner appoints the Association as attorney-in-fact for this purpose. Each Unit Owner shall be entitled to notice thereof, but in any proceedings for the determination of damages, such damages shall be determined for such taking, injury or destruction as a whole and not for each Unit Owner's interest therein. In the event of a taking by eminent domain, or the threat of a taking by eminent domain, the award shall be applied pursuant to the terms and provisions of the Bylaws and any readjustments to the Percent Interests appurtenant to the Units shall also be as more particularly set forth in the Bylaws.

Section 13.03. Negotiations.

In the event all or part of the Common Elements are destroyed or damaged or are taken, injured or

destroyed by eminent domain, the Association shall represent the Unit Owners in negotiations, settlements and agreements with the condemning authority and/or the insurance company. Each Unit Owner appoints the Association as attorney-in-fact for this purpose. Any insurance proceeds, or any award or proceeds of settlement shall be payable to the Association for the use and benefit of the Unit Owners and their mortgagees as their interest may appear and in accordance with the terms of the Bylaws.

Section 13.04. Priority of First Mortgagees.

Except as otherwise provided by the Act, no provision of this Declaration, the Bylaws, or the Rules and Regulations, shall be construed to grant to any Unit Owner, or to any other party, any priority over any rights of holders of first mortgages or deeds of trust pursuant to their first mortgages or deeds of trust in case of the distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or taking of Units and/or the Common Elements or any portions thereof.

ARTICLE XIV:

INSURANCE

Section 14.01. Insurance.

The Board of Directors and Unit Owners shall obtain and maintain insurance as provided in the Bylaws.

ARTICLE XV:

ADDITIONAL PROVISIONS

Section 15.01. Waiver.

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

Section 15.02. Severability.

The invalidity or unenforceability of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid or unenforceable provision had never been included herein. Any conflict between any provision of any Condominium Document and the Act, or any questions regarding the interpretation of any Condominium Documents, shall be governed by the Act.

Section 15.03. No Obligations.

Nothing contained in the Condominium Documents shall be deemed to impose upon the Declarant or its successors or assigns any obligations of any nature to build, renovate or provide any improvements except to the extent required by the Act.

Section 15.04. Registered Agent.

The resident agent and registered agent for service of process shall be Scott N. Burns, Halling & Cayo, S.C., 320 E. Buffalo Street, Suite 700, Milwaukee, WI 53202. Change of agent for service of process may be accomplished by resolution adopted by a majority of the Board of Directors of the Association

and by the filing of such change with the Department of Financial Institutions of the State of Wisconsin or such other office as shall then be designated for the filing of a change of registered agent for nonprofit corporations.

Section 15.05. Mergers.

Upon a merger or consolidation of the Association with another corporation as provided in its Articles and Bylaws, it properties, rights and obligations may, by operation of law, be transferred another surviving or consolidated association or corporation, or, alternatively, the properties, rights and obligations of another corporation may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration within the Property except as herein above provided.

Section 15.06. Conveyance of Additional Common Elements.

Declarant may convey additional real estate, improved or unimproved, located within the boundaries of the Property or immediately adjacent thereto or any part or parts thereof, which upon conveyance or dedication to the Unit Owners, shall be accepted by the Unit Owners and thereafter shall be maintained by the Association at its expense for the benefits of all of the Unit Owners.

Section 15.07. Use of Facilities of Others.

The Board of Directors shall have the right, upon the approval of Unit Owners owning Units to which a majority of the votes in the Association appertain, to enter into agreements, including, without limitation, easement agreements and licenses, granting the Unit Owners the right to use the facilities, including, without limitation, privately owned utilities, of other associations or land owners on reasonable terms and conditions, including, without limitation, payment of a fee in connection therewith.

Section 15.08. Power of Attorney.

In the furtherance of the Declarant and the Association's rights pursuant to Section 2.06, Section 4.01(i) and Article IX, a power coupled with a interest is hereby reserved and granted to the Declarant and to the Board of Directors to make, consent to and/or execute any of the documents that the Declarant and the Board of Directors may be required, from time to time, to make, consent to and/or execute pursuant to Section 2.06, Section 4.01(i) and Article IX of this Declaration and each deed or other document of conveyance, mortgage or other evidence of lien or obligation or any other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to, the reservation of the power reserved and granted to the Declarant and granted to the Association to make, consent to, execute and/or record any such documents.

Section 15.09. Assignment.

Declarant shall have the right to assign all of its right, title, interest and obligation hereunder to any person or entity acquiring all of the Declarant's then ownership in the Condominium by written agreement expressly stating that the Declarant assigns all of its rights as Declarant hereunder to such person or entity, which assignment shall either expressly be set forth in any conveyance document conveying said ownership interest or expressly set forth in a separate assignment and shall be effective

upon recording of a conveyance document or separate assignment in the Office of the Register of Deeds for Milwaukee County, Wisconsin. Declarant will also have the right to collaterally assign all of its right, title, interest and obligation hereunder to any holder of a mortgage encumbering all of Declarant's then ownership in the Condominium by written agreement expressly setting forth any such collateral assignment.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed this 30th day of August, 2007.

DECLARANT:

RIVREN GROUP, LLC

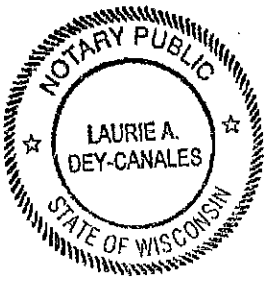
By: _____
Steven Stewart, Managing Member

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
)ss
MILWAUKEE COUNTY)

Personally came before me this 30th day of August 2007, Steven Stewart, Member of Rivren Group, LLC, to me known to be the person who executed the foregoing on behalf of said limited liability company and acknowledged same.

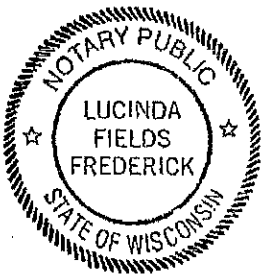
_____
Laurie A. Dey-Canales
Notary Public, State of Wisconsin
My Commission: expires: 9/26/08



IN WITNESS WHEREOF, the MORTGAGEE, JOHNSON BANK, has executed this Declaration this 23rd day of August, 2007.

	MORTGAGEE: JOHNSON BANK By: _____ Kenneth R. Pinckney
ACKNOWLEDGEMENT STATE OF WISCONSIN))ss MILWAUKEE COUNTY) Personally came before me this 23rd day of August 2007, Kenneth Pinckney, of Johnson Bank, to me known to be the person who executed the foregoing on behalf of said limited liability company and acknowledged same. _____ Laurie A. Dey-Canales Notary Public, State of Wisconsin My Commission: expires: 9/26/08	NOTARY PUBLIC LAURIE A. DEY-CANALES STATE OF WISCONSIN

IN WITNESS WHEREOF, the MORTGAGEE, LASALLE BANK NATIONAL ASSOCIATION, has executed this Declaration this 24 day of August, 2007.

	MORTGAGEE: **LASALLE BANK NATIONAL ASSOCIATION** By: _____ Scott DeJong
ACKNOWLEDGEMENT STATE OF WISCONSIN))ss MILWAUKEE COUNTY) Personally came before me this 24 day of August 2007, Scott DeJong, of LaSalle Bank, to me known to be the person who executed the foregoing on behalf of said limited liability company and acknowledged same. Lucinda Fields Frederick Lucinda Fields Frederick Notary Public, State of Wisconsin My Commission: 2-13-2011	

This document was drafted by:
Scott N. Burns
HALLING & CAYO, S.C.

EXHIBIT A
Legal Description

LOTS 1, 2, 3 AND 4, IN BLOCK 34, IN PLAT OF THE TOWN OF MILWAUKEE, ON THE EAST SIDE OF THE RIVER, IN THE SOUTHEAST ¼ OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN. ALSO: LOTS 1 AND 2, IN SUBDIVISION OF LOT 10, IN SECTION 32, TOWNSHIP 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN. TOGETHER WITH LANDS LYING BETWEEN ALL OF THE ABOVE DESCRIBED LANDS AND THE DOCK LINE OF THE MILWAUKEE RIVER.

PLAT OF
RIVER RENAISSANCE CONDOMINIUM

ALL PORTIONS OF THE PROPERTY THAT ARE NOT UNITS ARE COMMON ELEMENTS.

(BEING A RE-SURVEY OF 2006, NOV. 14 SURVEY BY NATIONAL SURVEY (NO. 16825))

LEGAL DESCRIPTION:

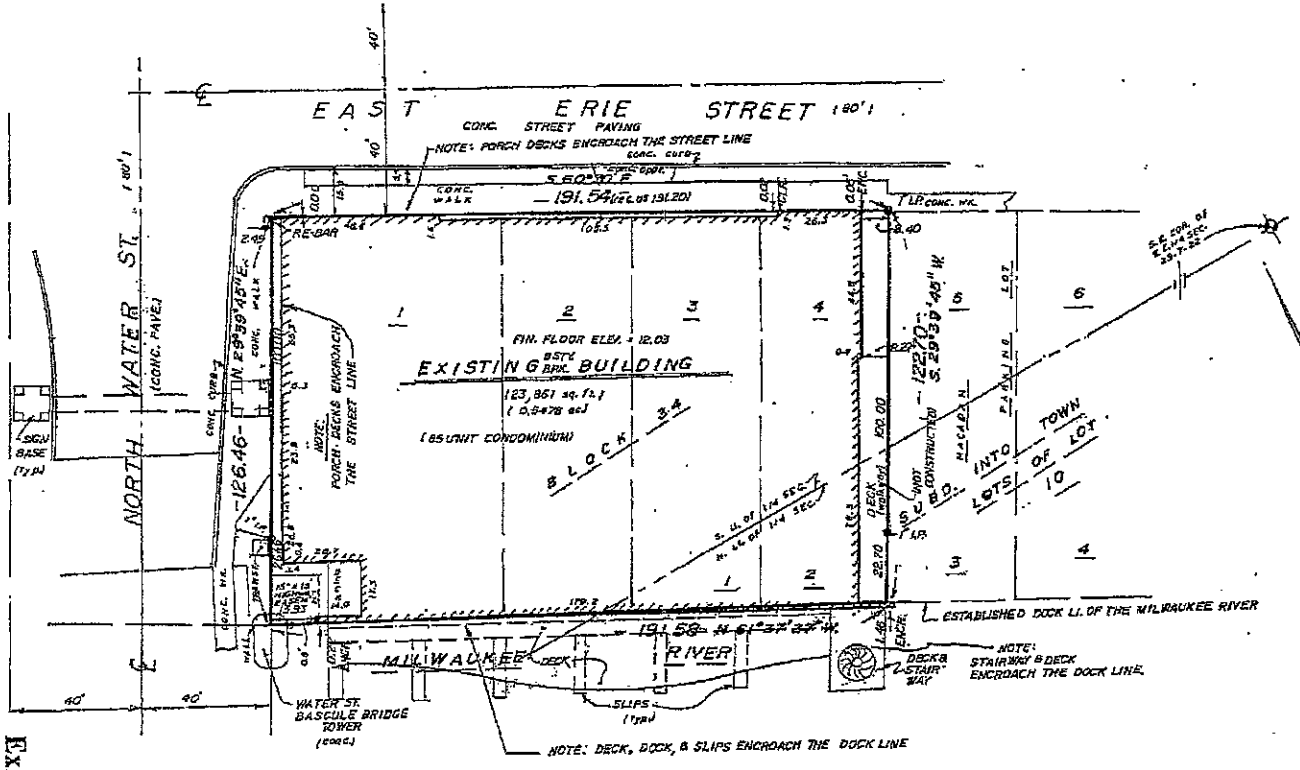
KNOWN AS 102-112 NORTH WATER STREET IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

LOTS 1, 2, 3 AND 4, IN BLOCK 34, IN PLAT OF THE TOWN OF MILWAUKEE, ON THE EAST SIDE OF THE RIVER, IN THE SOUTH EAST 1/4 OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE AND STATE OF WISCONSIN.

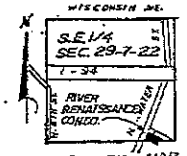
ALSO: LOTS 1 AND 2, IN SUBDIVISION OF LOT 10, IN SECTION 32, TOWNSHIP 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE AND STATE OF WISCONSIN.

TOGETHER WITH LANDS LYING BETWEEN ALL OF THE ABOVE DESCRIBED LANDS AND THE DOCKLINE OF THE MILWAUKEE RIVER.

85 UNITS







NOTE:
SEE SHEET 2 OF 12 FOR DESCRIPTIONS OF LIMITED COMMON, GENERAL COMMON & RESERVED COMMON ELEMENTS.

SURVEY CERTIFICATE

SURVEY CERTIFICATE
STATE OF WISCONSIN) SS
MILWAUKEE COUNTY)

I, GARY J. SMITH, registered land surveyor, hereby certify that this plat is a correct representation of the condominium described and the identification and location of each unit and the common elements therein can be determined from this plat.

8-30-07

SHEET 1 OF 12

Exhibit A-1

RIVER RENAISSANCE CONDOMINIUM
MILWAUKEE COUNTY, WISCONSIN

ALL PORTIONS OF THE PROPERTY THAT ARE NOT UNITS ARE COMMON ELEMENTS.

LEGAL DESCRIPTION: LOTS 1, 2, 3 AND 4, in BLOCK 34, in the Plat of the Town of Milwaukee, on the East side of the River, in the Southeast ¼ of Section 29, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.
ALSO: LOTS 1 AND 2, in Subdivision of LOT 10, in Section 32, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.
TOGETHER WITH lands lying between all of the above described lands and the dockline of the Milwaukee River.

Description of Limited Common Elements. The Limited Common Elements consist of those Common Elements which are generally described below and/or are generally identified as such on the Plat and Floor Plans, and which are reserved for the use of specific Units to the exclusion of all other Units. The Limited Common Elements include without limitation:

a) The loading dock(s) situated on the ground floor of the Building are reserved for the exclusive use of the Commercial Unit and shall be Limited Common Elements appurtenant thereto;

b) All Service Elements serving more than one Unit but not all of the Units shall be Limited Common Elements regardless of where such Service Elements are located and shall be appurtenant to the Unit or Units served;

c) The parking spaces and storage lockers in the basement level are reserved solely for the use of designated Residential Unit owners and shall be Limited Common Elements appurtenant thereto; provided, however, the walls separating the parking from the other parts of the basement, the floor and floor slab of parking area, and the parking ramp serving said parking area are common elements subject to maintenance, repair and replacement by the designated Association;

d) The boat slips and docks are reserved solely for the use of designated Commercial and Residential Units owners and shall be Limited Common Elements appurtenant thereto; provided however, that the surface of the boat slips and docks (including their foundations) and the Riverwalk are common elements subject to maintenance, repair and replacement by the Association;

e) The viewing area on the roof is reserved solely for the use of the Residential Unit owners and the Rooftop Areas depicted on Exhibit C shall be Limited Common Elements appurtenant thereto;

f) The stairwells and the corridor on the ground floor leading thereto which provide emergency and other access from the basement through the building are reserved for the use of the Residential and Commercial Units and shall be Limited Common Elements appurtenant thereto;

g) The service/freight elevator and the corridor on the ground floor leading thereto is reserved for the use of the Commercial Unit and Residential Unit and shall be Limited Common Elements appurtenant thereto;

h) Any exterior or street lighting shall be Limited Common Elements appurtenant the to Residential Unit and the Commercial Unit;

i) Any planter and landscaping shall be Limited Common Elements appurtenant to the Residential Unit and Commercial Unit.

Reserved General Common Elements. The Reserved General Common Elements, if any, are those parts of the General Common Elements not reasonably intended or designed to serve all of the Unit Owners which the Board of Directors or, as more particularly set forth below, the Declarant may, to the extent permitted by applicable law, designate from time to time for the use and benefit of the Association and/or any Unit Owner(s) consideration of such use. Any such designation by the Board of Directors or the Declarant shall not be construed as a sale or disposition of such portions of the General Common Elements and there shall be no reallocation of Percentage Interests hereunder.

Description of General Common Elements. The General Common Elements are generally shown on the Plat and the Floor Plans consist of the entire Condominium other than the Units and the Limited Common Elements, and include without limitation the following: The Property;

a) All foundations, columns, girders, beams and supports of the Building not included as parts of the Units;

b) All structural columns, caissons, exterior walls and bearing walls including all components of the underground foundation (collectively, the "Structural Components") supporting the Building shall be Common Elements, regardless of where such structural components are located.

c) The service room located on the ground floor of the Building.

d) The exterior walls of the basement and all components of the underslab drainage system.

e) All portions of the basement which are not designated as part of a Unit or the Limited Common Elements.

f) All sidewalks, common walkways, Riverwalks, pathways, retaining walls and private alleys, not included as parts of Units or Limited Common Elements;

g) All open space, outside seating areas, the second floor garden area, and similar areas and improvements, if any, not included as part of Units or Limited Common Elements;

h) All Service Elements serving all Units and all Service Elements, not included as parts of Units or Limited Common Elements and whether or not located within the designated boundaries of a Unit or Common Element;

i) All apparatus and installations existing or hereinafter constructed in the building or on the Property for common use, or necessary or convenient to the existence, the common maintenance or safety of the Condominium and not included as part of the Units or Limited Common Elements;

j) All access steps and landings, if any, serving Units, not included as parts of the Units, or as Limited Common Elements;

FIRST FLOOR PLAN SCALE: 1" = 15'

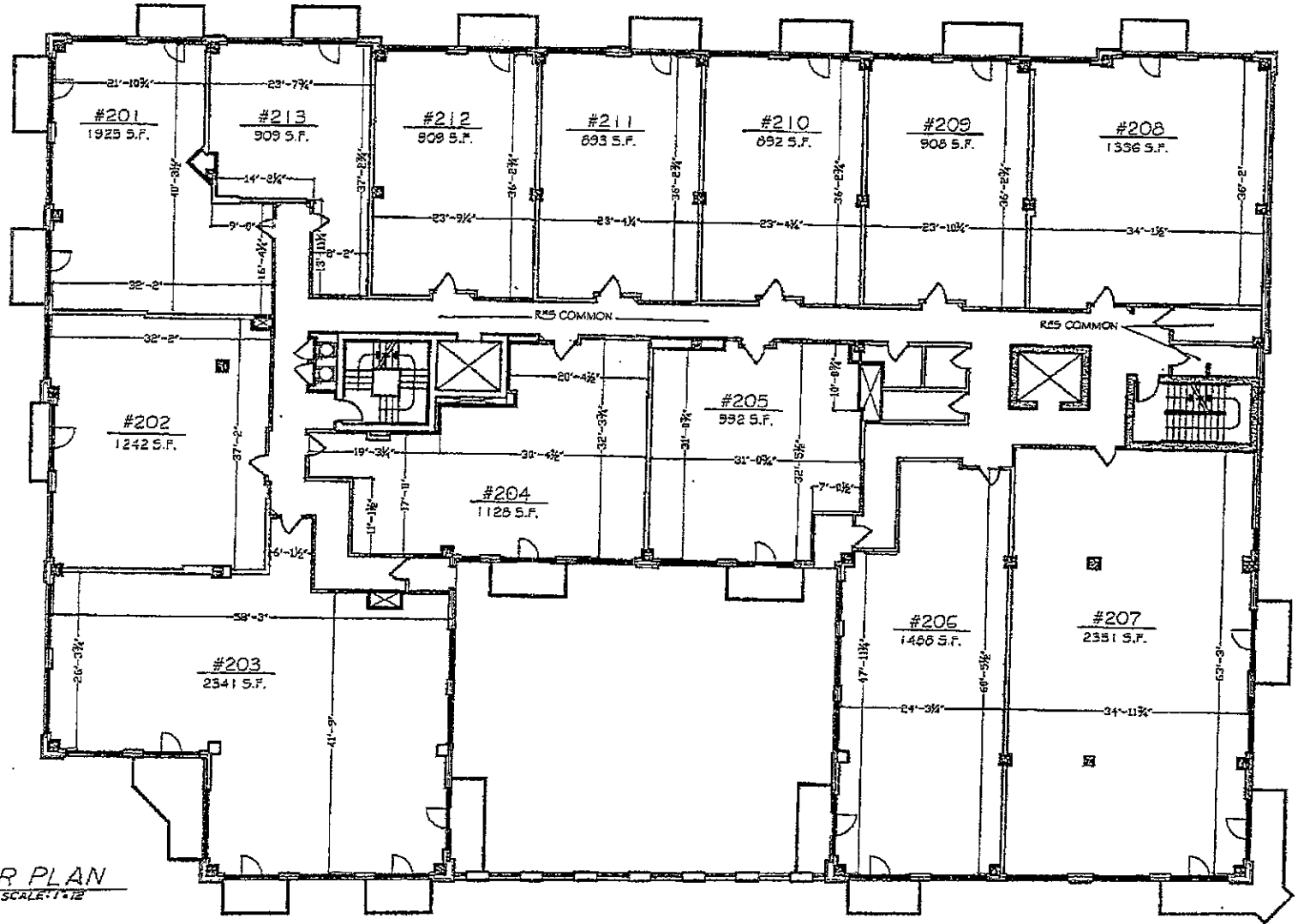
RIVER RENAISSANCE CONDOMINIUM
MILWAUKEE COUNTY, WISCONSIN

ALL PORTIONS OF THE PROPERTY THAT ARE NOT UNITS ARE COMMON ELEMENTS.

Exhibit B

RIVER RENAISSANCE CONDOMINIUM
MILWAUKEE COUNTY, WISCONSIN

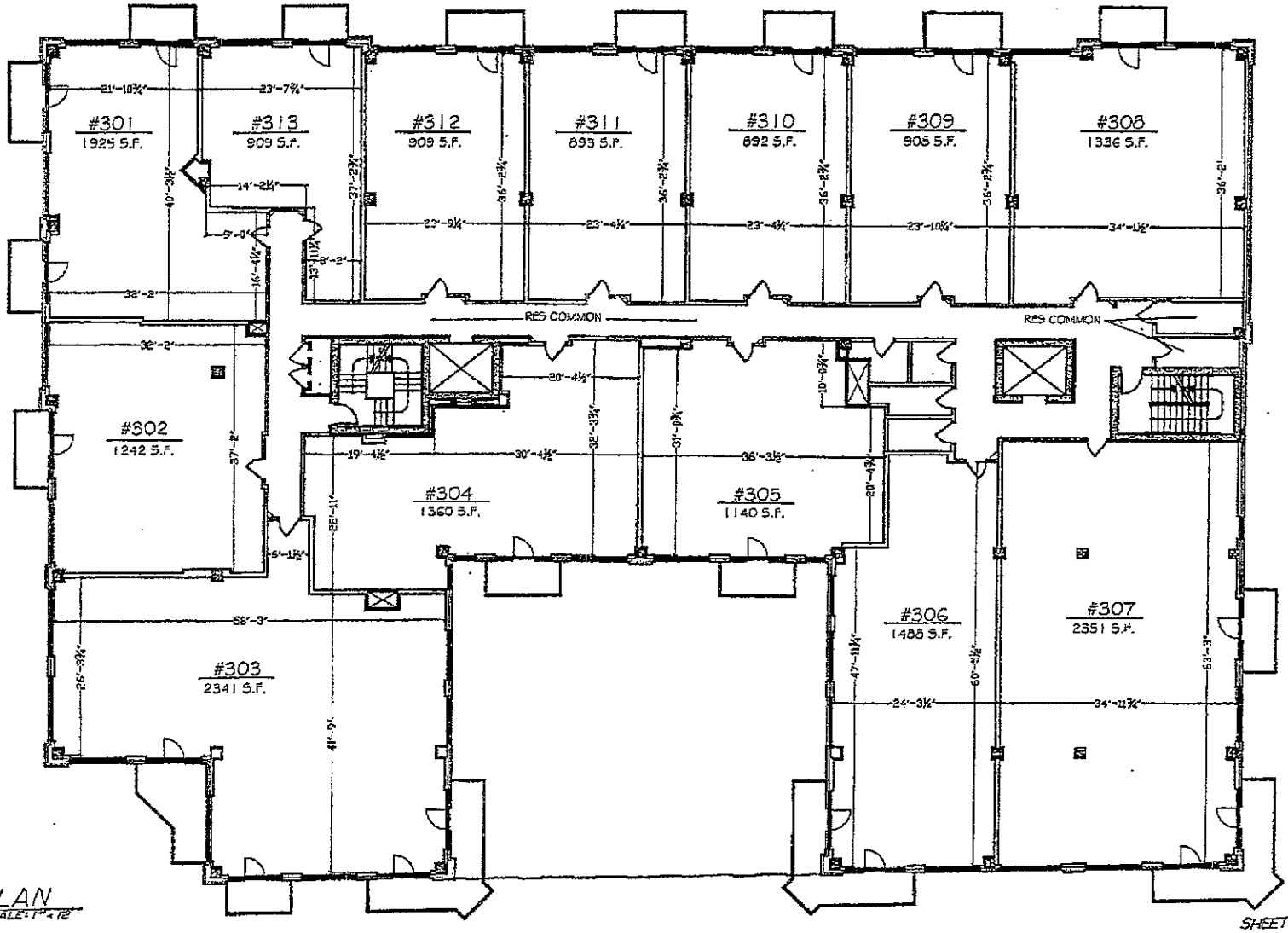
ALL PORTIONS OF THE PROPERTY THAT
ARE NOT UNITS ARE COMMON ELEMENTS.



2ND FLOOR PLAN
SCALE: 1"=12'

RIVER RENAISSANCE CONDOMINIUM
MILWAUKEE COUNTY, WISCONSIN

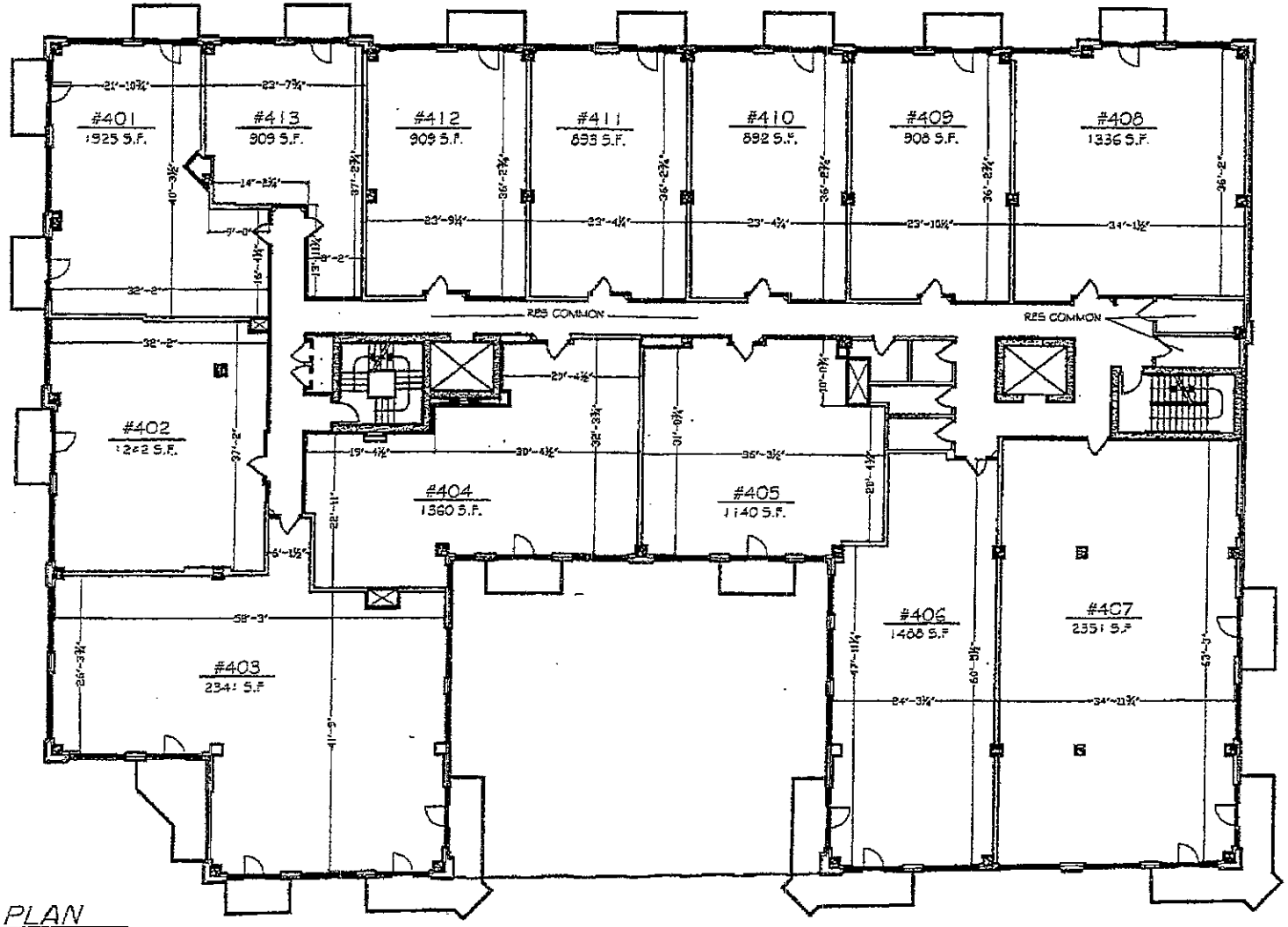
ALL PORTIONS OF THE PROPERTY THAT ARE NOT UNITS ARE COMMON ELEMENTS.



3RD FLOOR PLAN
SCALE: 1" = 12'

RIVER RENAISSANCE CONDOMINIUM
MILWAUKEE COUNTY, WISCONSIN

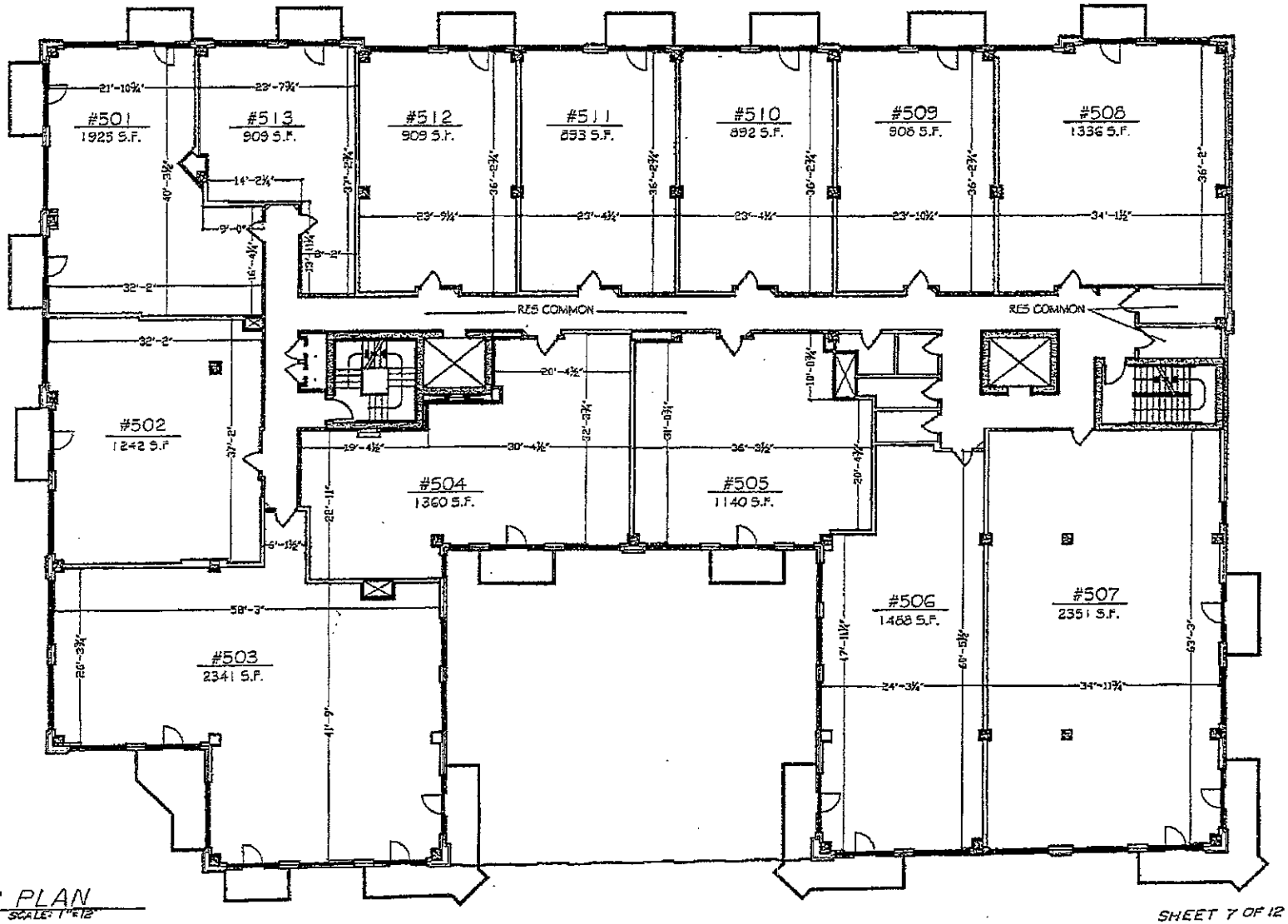
ALL PORTIONS OF THE PROPERTY THAT ARE NOT UNITS ARE COMMON ELEMENTS.



4TH FLOOR PLAN
SCALE: 1" = 12'

RIVER RENAISSANCE CONDOMINIUM
MILWAUKEE COUNTY, WISCONSIN

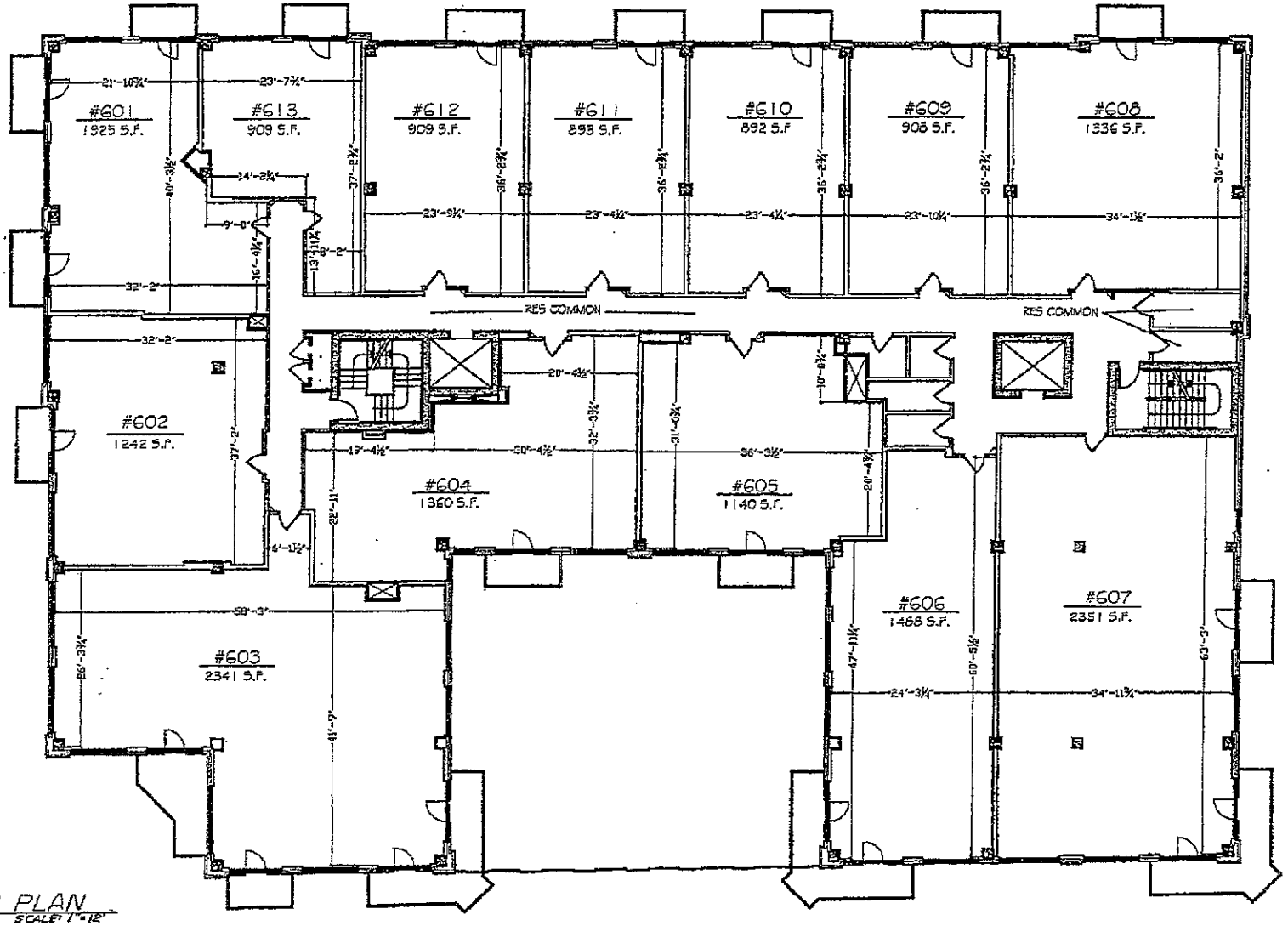
ALL PORTIONS OF THE PROPERTY THAT ARE NOT UNITS ARE COMMON ELEMENTS.



5TH FLOOR PLAN
SCALE: 1"=12'

RIVER RENAISSANCE CONDOMINIUM
MILWAUKEE COUNTY, WISCONSIN

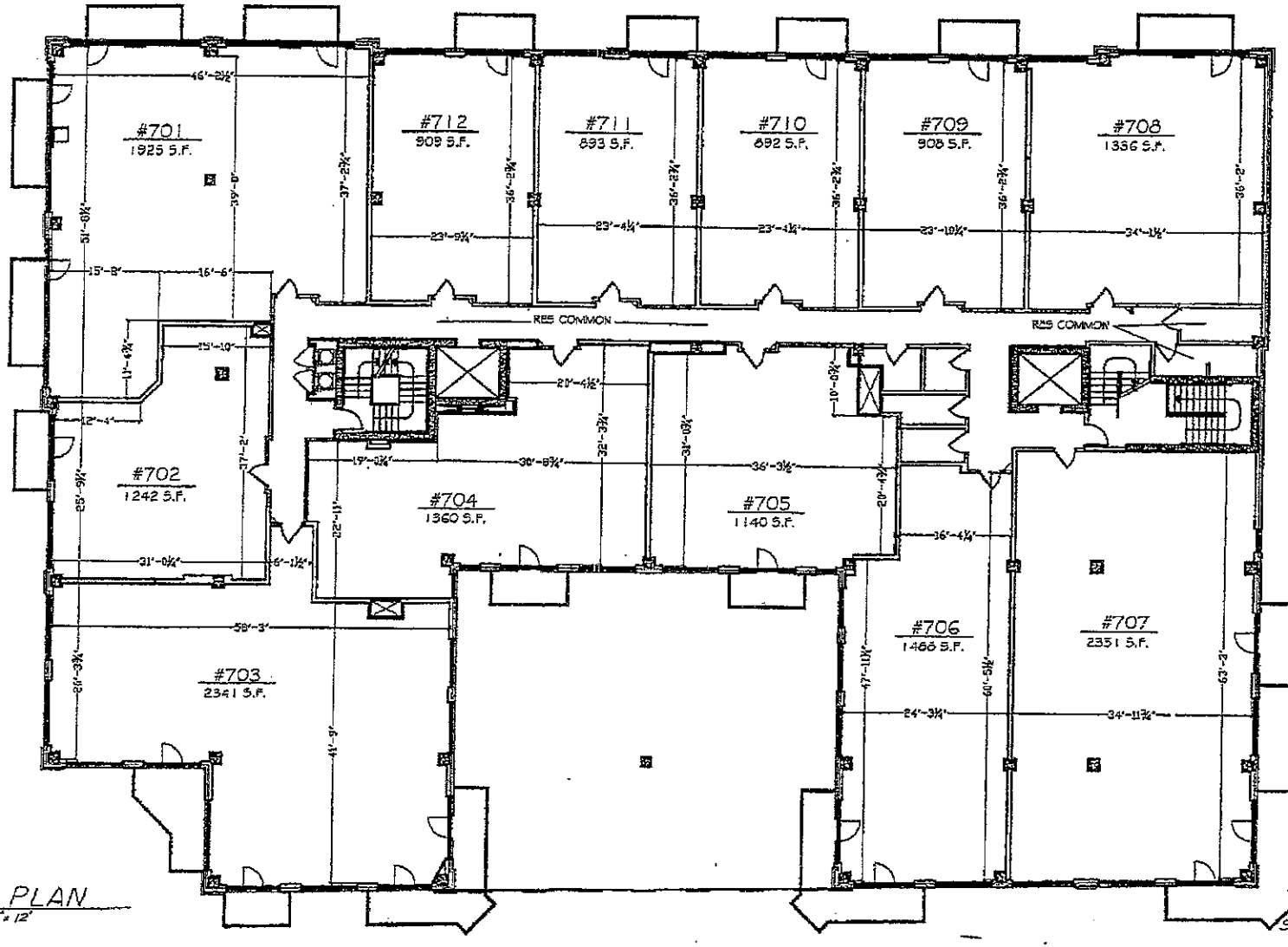
ALL PORTIONS OF THE PROPERTY THAT
ARE NOT UNITS ARE COMMON ELEMENTS.



6TH FLOOR PLAN
SCALE: 1"=12'

RIVER RENAISSANCE CONDOMINIUM
MILWAUKEE COUNTY, WISCONSIN

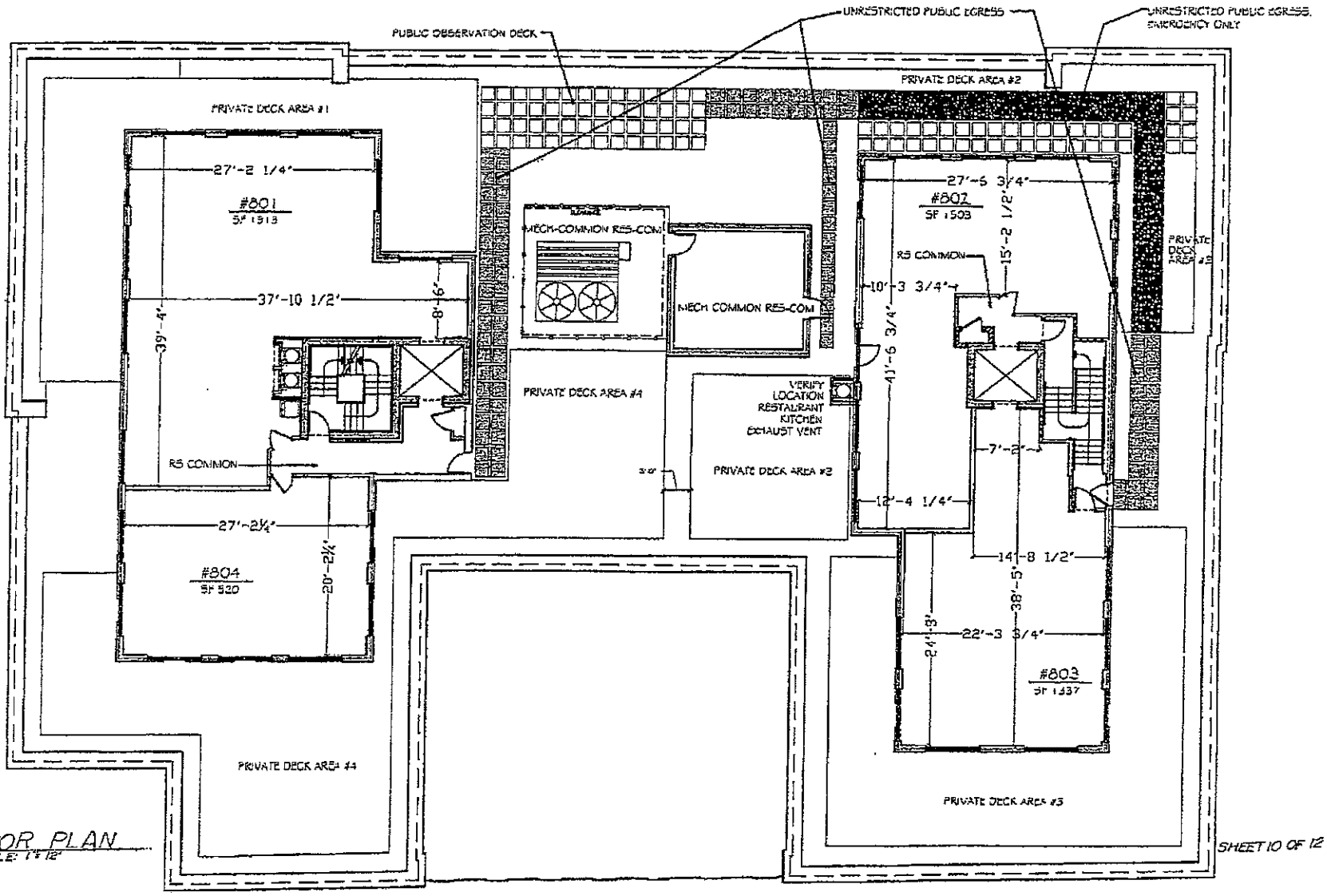
ALL PORTIONS OF THE PROPERTY THAT ARE NOT UNITS ARE COMMON ELEMENTS.



7TH FLOOR PLAN
SCALE: 1" = 12'

RIVER RENAISSANCE CONDOMINIUM
MILWAUKEE COUNTY, WISCONSIN

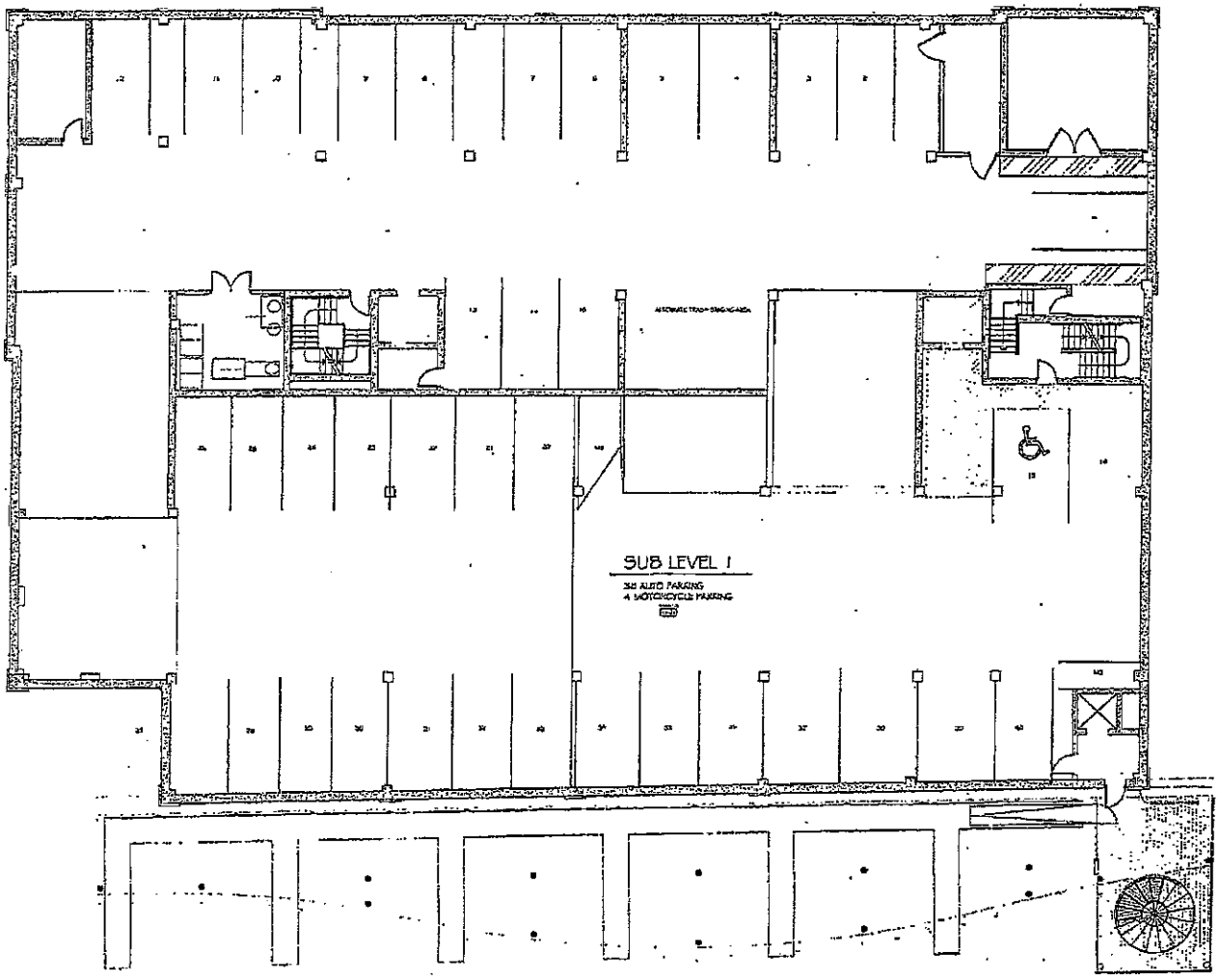
ALL PORTIONS OF THE PROPERTY THAT
ARE NOT UNITS ARE COMMON ELEMENTS.



8TH FLOOR PLAN
SCALE: 1" = 12'

RIVER RENAISSANCE CONDOMINIUM
MILWAUKEE COUNTY, WISCONSIN

ALL PORTIONS OF THE PROPERTY THAT ARE NOT UNITS ARE COMMON ELEMENTS.



N

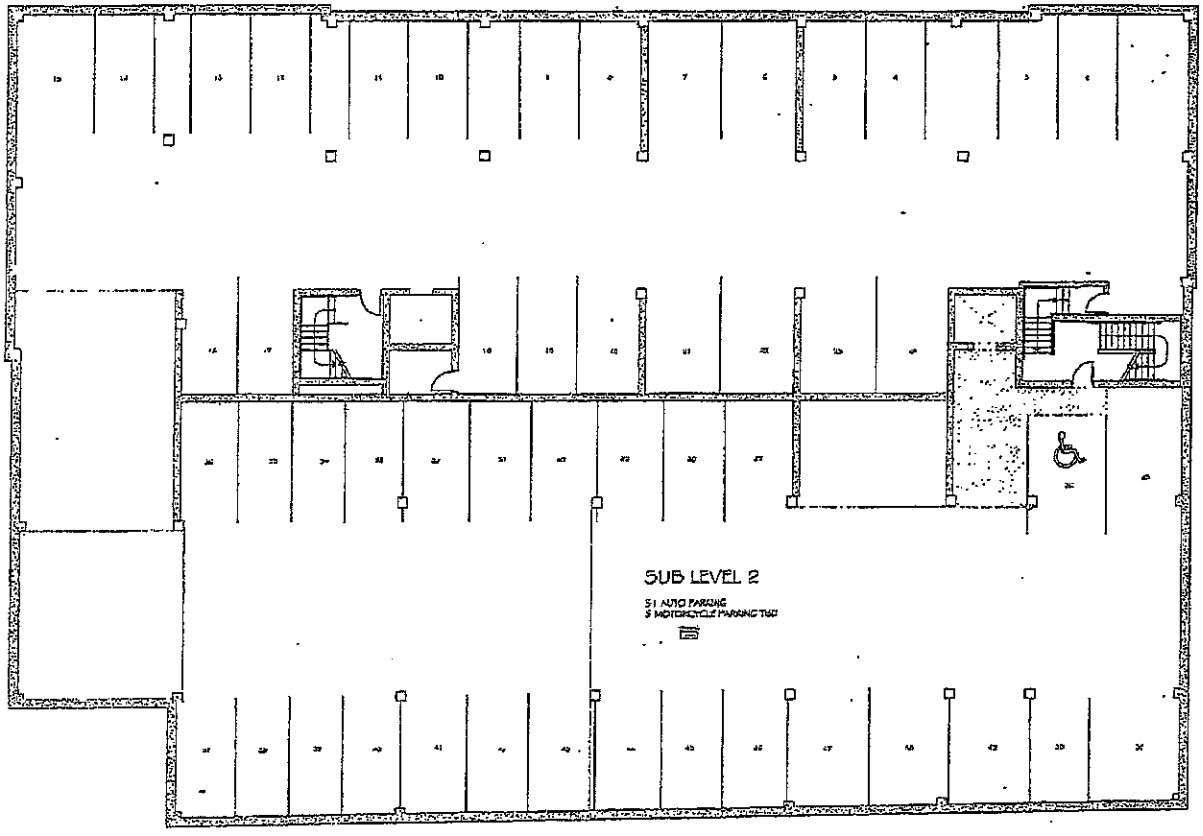
SUB LEVEL 1 PLAN

SCALE: 1" = 45' APPROX.

SHEET 11 OF 12

RIVER RENAISSANCE CONDOMINIUM
MILWAUKEE COUNTY, WISCONSIN

ALL PORTIONS OF THE PROPERTY THAT ARE NOT UNITS ARE COMMON ELEMENTS.

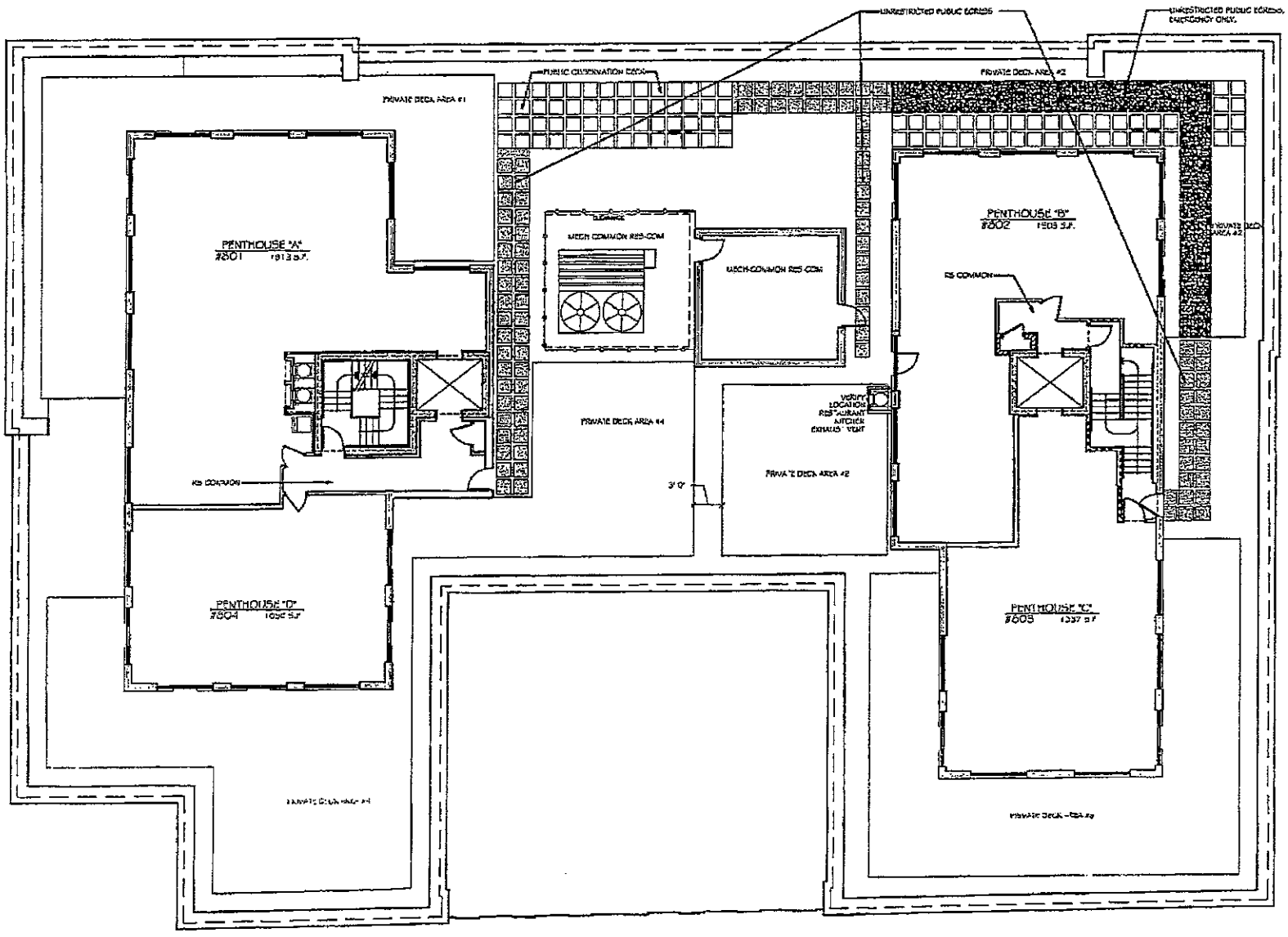




SUB LEVEL 2 PLAN

SCALE: 1" = 14.5' APPROX.

SHEET 12 OF 12



3rd Coast Design Concepts, LLC
6301 W. Lincoln Ave. West Allis, WI 53217 P: 503.756.0953 F: 262.436.1762

NOT TO SCALE

Exhibit C

EXHIBIT D
PERCENTAGE OWNERSHIP OF COMMON ELEMENTS

Unit No.	Sq. Footage	% Ownership
101	2,811	2.31448%
102	1,632	1.34373%
103	2,725	2.24367%
104	8,562	7.04964%
201	1,135	0.93452%
202	1,242	1.02262%
203	2,341	1.92749%
204	1,128	0.92875%
205	992	0.81678%
206	1,488	1.22517%
207	2,351	1.93573%
208	1,336	1.10001%
209	908	0.74761%
210	892	0.73444%
211	893	0.73526%
212	909	0.74844%
213	708	0.58294%
301	1,135	0.93452%
302	1,242	1.02262%
303	2,341	1.92749%
304	1,360	1.11977%
305	1,140	0.93863%
306	1,488	1.22517%
307	2,351	1.93573%
308	1,336	1.10001%
309	908	0.74761%
310	892	0.73444%
311	893	0.73526%
312	909	0.74844%
313	708	0.58294%
401	1,135	0.93452%
402	1,242	1.02262%
403	2,341	1.92749%
404	1,360	1.11977%
405	1,140	0.93863%
406	1,488	1.22517%
407	2,351	1.93573%
408	1,336	1.10001%
409	908	0.74761%
410	892	0.73444%
411	893	0.73526%
412	909	0.74844%
413	708	0.58294%
501	1,135	0.93452%
502	1,242	1.02262%
503	2,341	1.92749%
504	1,360	1.11977%
505	1,140	0.93863%
506	1,488	1.22517%
507	2,351	1.93573%
508	1,336	1.10001%
509	908	0.74761%
510	892	0.73444%
511	893	0.73526%
512	909	0.74844%
513	708	0.58294%
601	1,135	0.93452%
602	1,242	1.02262%
603	2,341	1.92749%
604	1,360	1.11977%
605	1,140	0.93863%
606	1,488	1.22517%
607	2,351	1.93573%
608	1,336	1.10001%
609	908	0.74761%
610	892	0.73444%
611	893	0.73526%
612	909	0.74844%
613	708	0.58294%
701	1,925	1.58498%
702	1,242	1.02262%
703	2,341	1.92749%
704	1,360	1.11977%
705	1,140	0.93863%
706	1,488	1.22517%
707	2,351	1.93573%
708	1,336	1.10001%
709	908	0.74761%
710	892	0.73444%
711	893	0.73526%
712	909	0.74844%
801	1,913	1.57509%
802	1,503	1.23752%
803	1,337	1.10084%
804	1,050	0.86453%
TOTAL	121,453	100%

10

Document Number

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF RIVER RENAISSANCE CONDOMINIUM

Title of Document

09505981

DOC.# 09505981

REGISTER'S OFFICE | SS
Milwaukee County, WI|

RECORDED 10/09/2007 12:08PM

JOHN LA FAVE
REGISTER OF DEEDS
AMOUNT: 41.00

Known as 102-112 North Water Street in the City of Milwaukee, Milwaukee County, Wisconsin.

Lots 1, 2, 3 and 4 in Block 34, in plat of the Town of Milwaukee, on the East side of the river, in the South East 1/4 of Section 29, Township 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee and State of Wisconsin.

Also: Lots 1 and 2, in Subdivision of Lot 10, in Section 32, Township 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee and State of Wisconsin.

Together with lands lying between all of the above described lands and the dockline of the Milwaukee River.

Record this document with the Register of Deeds

Name and Return Address:
Attorney Scott N. Burns
Halling & Cayo, S.C.
320 E. Buffalo Street
Milwaukee, WI 53202

Part of 392-0961-100-0

(Parcel Identification Number)

Drafted by Attorney Scott N. Burns
State Bar No. 1019377

INFO-PRO (800)655-2021 www.infoproforms.com

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF RIVER RENAISSANCE CONDOMINIUM

WHEREAS, Rivren Group, LLC as Declarant desires to amend the Declaration of Condominium of River Renaissance Condominium, executed August 30, 2007 and recorded September 6, 2007 at the Register of Deeds Office in Milwaukee County, Wisconsin as Document No. 09489644, to correct typographical errors and clarify the existing Declaration;

WHEREAS, the Declarant has received the required consents and approvals for this Amendment;

NOW, THEREFORE, it is hereby agreed that the Declaration is amended as follows:

1. **Section 2.03(b) is amended to read as follows:**

   b) The Parking Spaces and storage lockers are reserved solely for the use of designated Unit owners and shall be Limited Common Elements appurtenant thereto; provided, however, the walls separating the parking from the other parts of the basement, the floor and floor slab of the parking area, and the parking ramp serving said parking area are common elements subject to maintenance, repair and replacement by the Association;

2. **Section 6.01(c) is amended to read as follows:**

   c) The Parking Spaces shall be used for parking by designated Unit Owners and appurtenant and accessory purposes provided such purposes are not prohibited by the Bylaws, the Rules and Regulations or any applicable Governmental Regulation and shall at all times contain not less than approximately 91 parking spaces and 2 motorcycle spaces. Parking stalls shall be used for the parking of private passenger automobiles, pickup trucks, motorcycles and bicycles. Persons parking in the Parking Spaces shall, at reasonable times, for a reasonable period and upon reasonable notice, remove their vehicles therefrom to permit the parking areas to be repaired, resurfaced, repainted, striped or to permit cleaning thereof, the removal of snow therefrom or for similar purposes. All vehicles must fit within the space assigned and may not interfere with the use of adjoining spaces. Parking of vehicles in the Limited Common Elements shall be subject to rules established by the Association.

3. **The attached Exhibits A-1 and B replace the existing Exhibits A-1 and B.**

4. **The attached Exhibit C shows the units affected by this First Amendment.**

RIVREN GROUP, LLC

By: _____
Scott N. Burns, Managing Member

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
)ss
MILWAUKEE COUNTY)

Personally came before me this 8th day of October 2007, Scott N. Burns, to me known to be the person who executed the foregoing on behalf of said limited liability company and acknowledged same.

_____
Erin K. Mayer
Notary Public, State of Wisconsin
My Commission: 10-13-10

NOTARY PUBLIC
ERIN K. MAYER
WISCONSIN

G:\Doc\11007\CONDO DOCS\Amendment.doc

Exhibit C

Units Effected by First Amendment to Declaration of River Renaissance Condominium

101	501
102	502
103	503
104	504
201	505
202	506
203	507
204	508
205	509
206	510
207	511
208	512
209	513
210	601
211	602
212	603
213	604
301	605
302	606
303	607
304	608
305	609
306	610
307	611
308	612
309	613
310	701
311	702
312	703
313	704
401	705
402	706
403	707
404	708
405	709
406	710
407	711
408	712
409	801
410	802
411	803
412	804
413	

ADDENDUM TO PLAT OF
RIVER RENAISSANCE CONDOMINIUM

ALL PORTIONS OF THE PROPERTY THAT ARE NOT UNITS ARE COMMON ELEMENTS.

(BELOW: A RE-SURVEY OF 2006, NOT A SURVEY BY NATIONAL SURVEY (NO. 161325))

LEGAL DESCRIPTION:

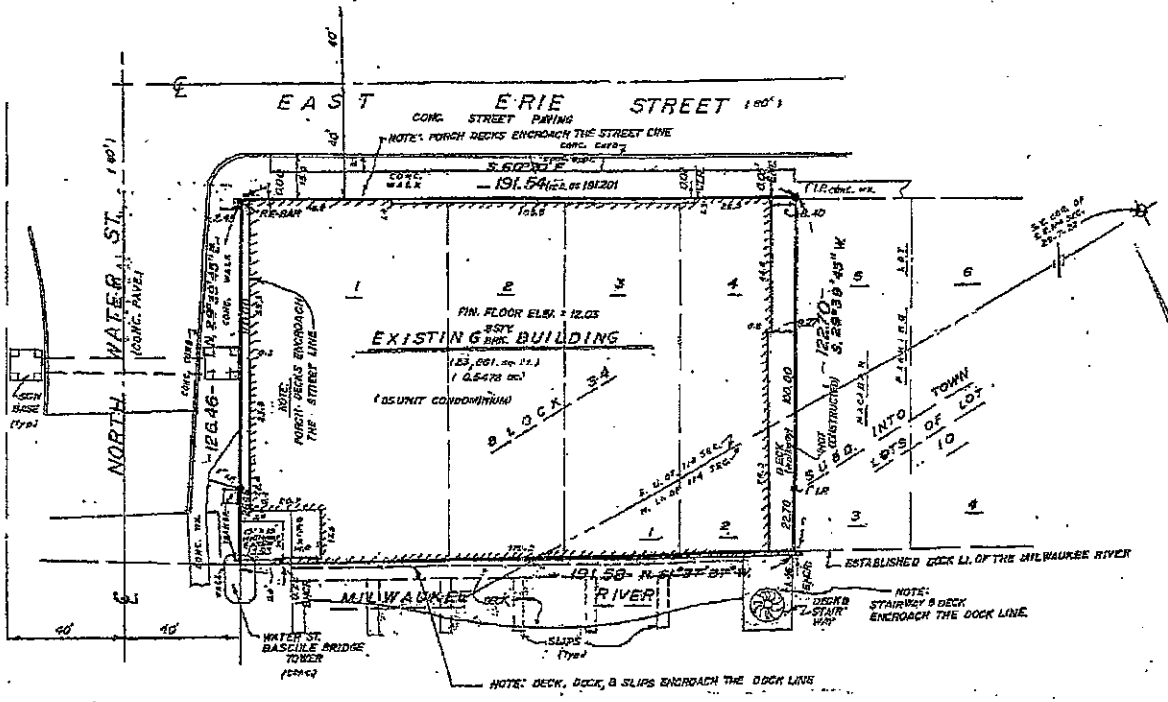
KNOWN AS 102-112 NORTH WATER STREET IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

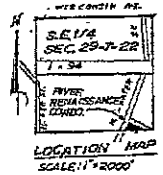
LOTS 1, 2, 3 AND 4, IN BLOCK 34, IN PLAT OF THE TOWN OF MILWAUKEE, ON THE EAST SIDE OF THE RIVER, IN THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE AND STATE OF WISCONSIN.

ALSO; LOTS 1 AND 2, IN SUBDIVISION OF LOT 10, IN SECTION 32, TOWNSHIP 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE AND STATE OF WISCONSIN.

TOGETHER WITH LANDS LYING BETWEEN ALL OF THE ABOVE DESCRIBED LANDS AND THE DOCKLINE OF THE MILWAUKEE RIVER.

85 UNITS





NOTE:
SEE SHEET 2 OF 12 FOR DESCRIPTIONS OF LIMITED COMMON, GENERAL COMMON & RESERVED COMMON ELEMENTS.

SURVEY CERTIFICATE

SURVEY CERTIFICATE
STATE OF WISCONSIN) SS
MILWAUKEE COUNTY)

I, GARY J. SMITH, registered land surveyor, hereby certify that this plat is a correct representation of the condominium described and the identification and location of each unit and the common elements therein can be determined from this plat.

8-30-07

SHEET 1 OF 12

Exhibit A-1

ADDENDUM TO PLAT OF
RIVER RENAISSANCE CONDOMINIUM
MILWAUKEE COUNTY, WISCONSIN

LEGAL DESCRIPTION: LOTS 1, 2, 3 AND 4, in BLOCK 34, in the Plat of the Town of Milwaukee, on the East side of the River, in the South-east ¼ of Section 29, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.
ALSO: LOTS 1 AND 2, in Subdivision of LOT 10, in Section 32, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.
TOGETHER WITH lands lying between all of the above described lands and the dockline of the Milwaukee River.

Description of Limited Common Elements. The Limited Common Elements consist of those Common Elements which are generally described below and/or are generally identified as such on the Plat and Floor Plans, and which are reserved for the use of specific Units to the exclusion of all other Units. The Limited Common Elements include without limitation:

a) The loading dock(s) situated on the ground floor of the Building are reserved for the exclusive use of the Commercial Unit and shall be Limited Common Elements appurtenant thereto;

b) All Service Elements serving more than one Unit but not all of the Units shall be Limited Common Elements regardless of where such Service Elements are located and shall be appurtenant to the Unit or Units served;

c) The parking spaces and storage lockers in the basement level are reserved solely for the use of designated Residential Unit owners and shall be Limited Common Elements appurtenant thereto; provided, however, the walls separating the parking from the other parts of the basement, the floor and floor slab of parking area, and the parking ramp serving said parking area are common elements subject to maintenance, repair and replacement by the designated Association;

d) The boat slips and docks are reserved solely for the use of designated Commercial and Residential Units owners and shall be Limited Common Elements appurtenant thereto; provided however, that the surface of the boat slips and docks (including their foundations) and the Riverwalk are common elements subject to maintenance, repair and replacement by the Association;

e) The viewing area on the roof is reserved solely for the use of the Residential Unit owners and the Rooftop Areas depicted on Exhibit C shall be Limited Common Elements appurtenant thereto;

f) The stairwells and the corridor on the ground floor leading thereto which provide emergency and other access from the basement through the building are reserved for the use of the Residential and Commercial Units and shall be Limited Common Elements appurtenant thereto;

g) The service/freight elevator and the corridor on the ground floor leading thereto is reserved for the use of the Commercial Unit and Residential Unit and shall be Limited Common Elements appurtenant thereto;

h) Any exterior or street lighting shall be Limited Common Elements appurtenant the to Residential Unit and the Commercial Unit;

i) Any planter and landscaping shall be Limited Common Elements appurtenant to the Residential Unit and Commercial Unit.

Reserved General Common Elements. The Reserved General Common Elements, if any, are those parts of the General Common Elements not reasonably intended or designed to serve all of the Unit Owners which the Board of Directors or, as more particularly set forth below, the Declarant may, to the extent permitted by applicable law, designate from time to time for the use and benefit of the Association and/or any Unit Owner(s) consideration of such use. Any such designation by the Board of Directors or the Declarant shall not be construed as a sale or disposition of such portions of the General Common Elements and there shall be no reallocation of Percentage Interests hereunder.

Description of General Common Elements. The General Common Elements are generally shown on the Plat and the Floor Plans consist of the entire Condominium other than the Units and the Limited Common Elements, and include without limitation the following: The Property:

a) All foundations, columns, girders, beams and supports of the Building not included as parts of the Units;

b) All structural columns, caissons, exterior walls and bearing walls including all components of the underground foundation (collectively, the "Structural Components") supporting the Building shall be Common Elements, regardless of where such structural components are located.

c) The service room located on the ground floor of the Building.

d) The exterior walls of the basement and all components of the underslab drainage system.

e) All portions of the basement which are not designated as part of a Unit or the Limited Common Elements.

f) All sidewalks, common walkways, Riverwalks, pathways, retaining walls and private alleys, not included as parts of Units or Limited Common Elements;

g) All open space, outside seating areas, the second floor garden area, and similar areas and improvements, if any, not included as part of Units or Limited Common Elements;

h) All Service Elements serving all Units and all Service Elements, not included as parts of Units or Limited Common Elements and whether or not located within the designated boundaries of a Unit or Common Element;

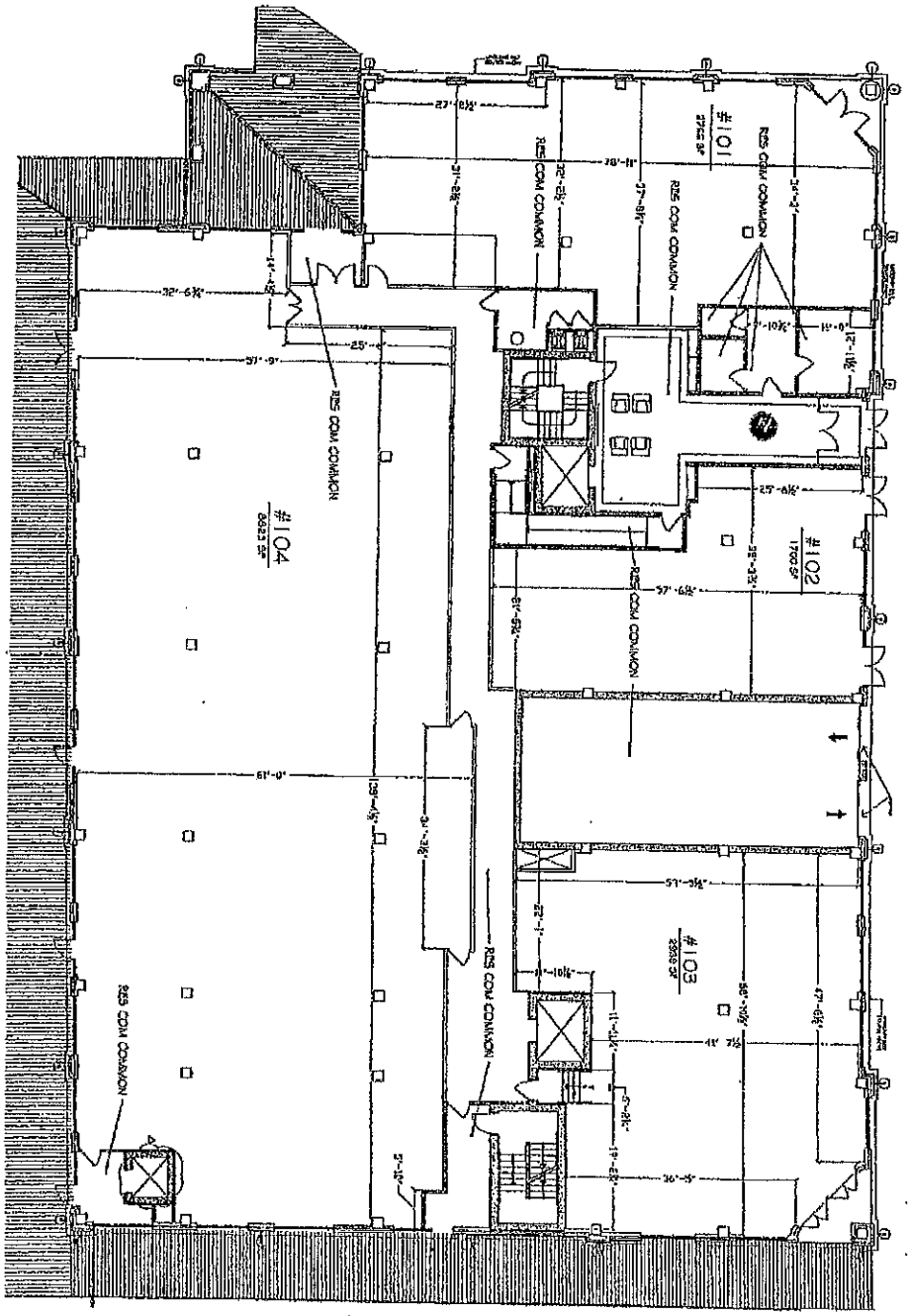
i) All apparatus and installations existing or hereinafter constructed in the building or on the Property for common use, or necessary or convenient to the existence, the common maintenance or safety of the Condominium and not included as part of the Units or Limited Common Elements;

j) All access steps and landings, if any, serving Units, not included as parts of the Units, or as Limited Common Elements;

ALL PORTIONS OF THE PROPERTY THAT ARE NOT UNITS ARE COMMON ELEMENTS.

ADDENDUM TO PLAT OF
RIVER RENAISSANCE CONDOMINIUM
MILWAUKEE COUNTY, WISCONSIN

ALL PORTIONS OF THE PROPERTY THAT ARE NOT UNITS ARE COMMON ELEMENTS.



FIRST FLOOR PLAN SCALE: 1" = 15'

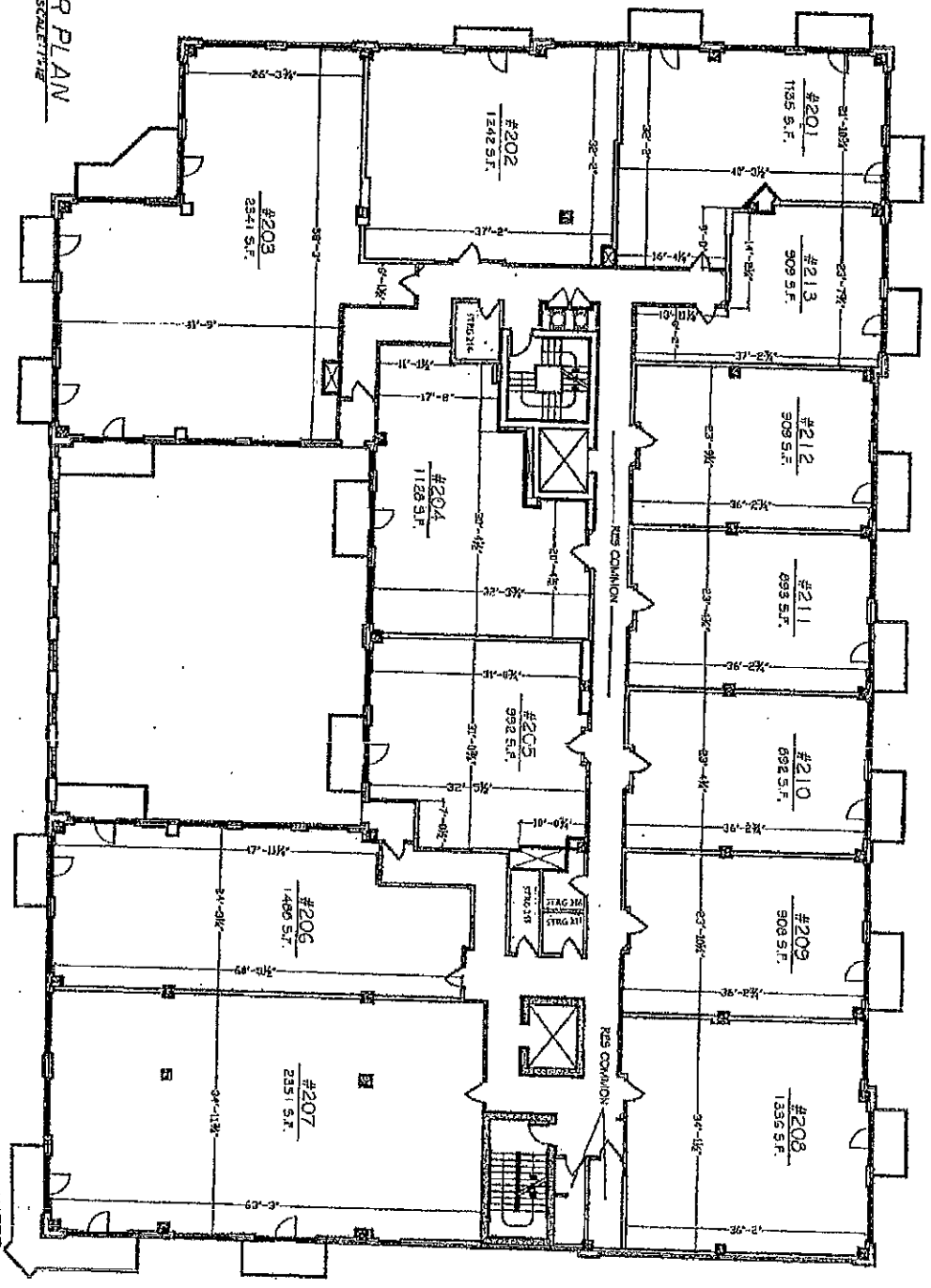
SHEET 3 OF 12

Exhibit B

ADDENDUM TO PLAT OF
RIVER RENAISSANCE CONDOMINIUM
MILWAUKEE COUNTY, WISCONSIN

ALL PORTIONS OF THE PROPERTY THAT ARE NOT UNITS ARE COMMON ELEMENTS.

FLOOR PLAN
SCALE: 1"=16'

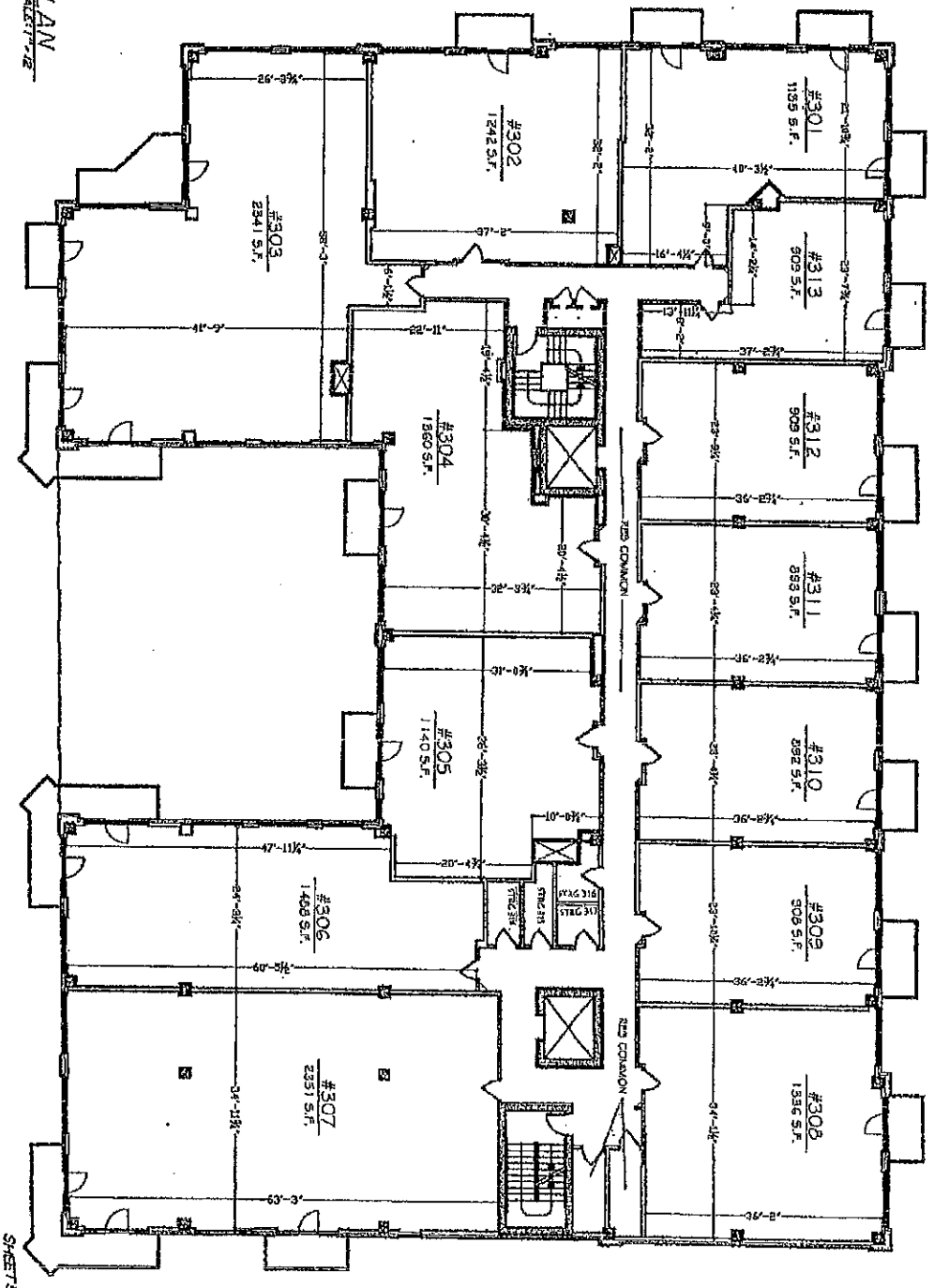


SHEET 4 OF 12

ADDENDUM TO PLAT OF
RIVER RENAISSANCE CONDOMINIUM
MILWAUKEE COUNTY, WISCONSIN

ALL PORTIONS OF THE PROPERTY THAT ARE NOT UNITS ARE COMMON ELEMENTS.

3RD FLOOR PLAN
SCALE: 1" = 12'



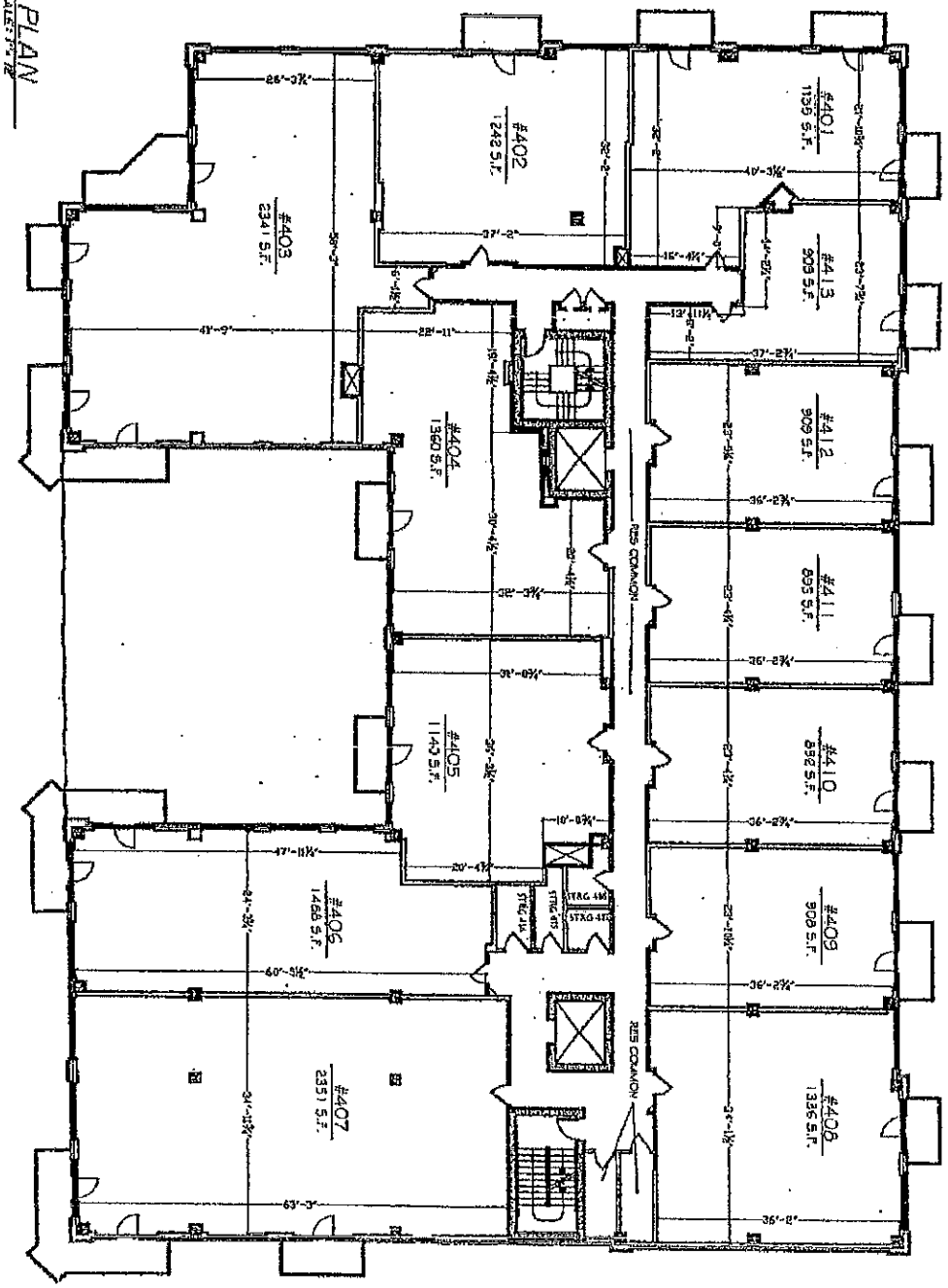
SHEET 5 OF 12

ADDENDUM TO PLAT OF
RIVER RENAISSANCE CONDOMINIUM
MILWAUKEE COUNTY, WISCONSIN

ALL PORTIONS OF THE PROPERTY THAT ARE NOT UNITS ARE COMMON ELEMENTS.

4TH FLOOR PLAN

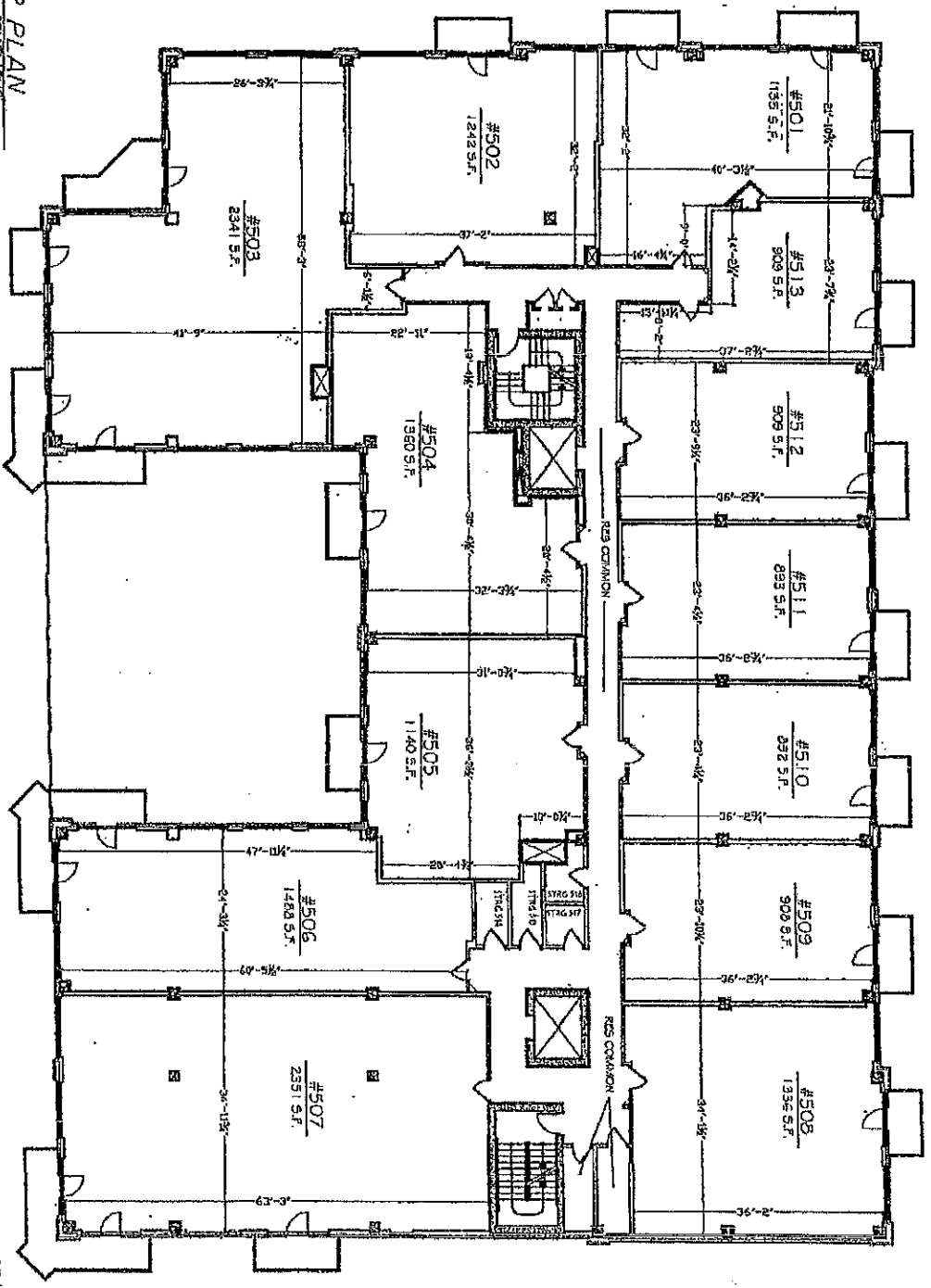
SCALE: 1/16"



ADDENDUM TO PLAT OF
RIVER RENAISSANCE CONDOMINIUM
MILWAUKEE COUNTY, WISCONSIN

ALL PORTIONS OF THE PROPERTY THAT ARE NOT UNITS ARE COMMON ELEMENTS.

5TH FLOOR PLAN
SCALE: 1"=12'

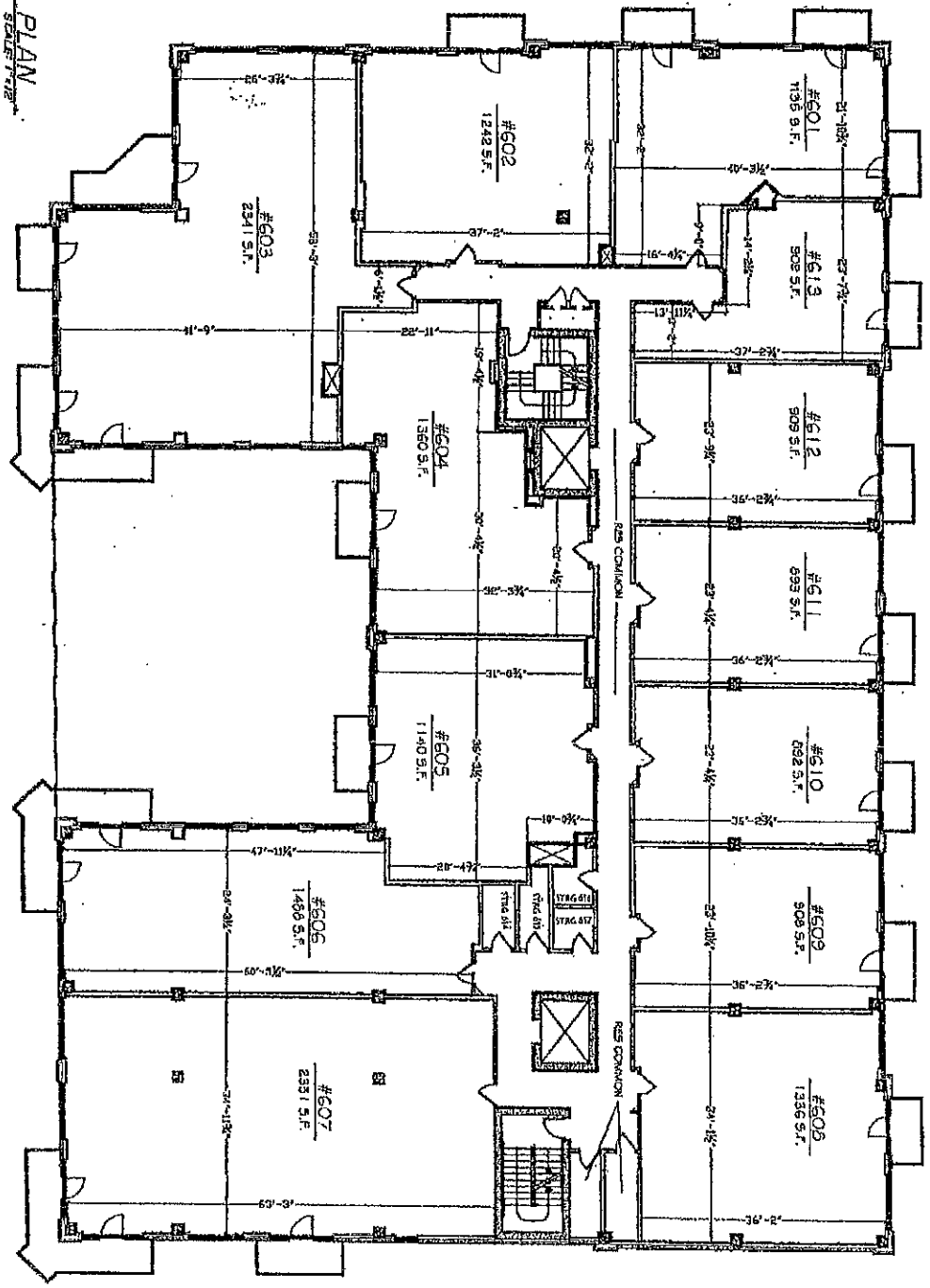


SHEET 7 OF 12

ADDENDUM TO PLAT OF
RIVER RENAISSANCE CONDOMINIUM
MILWAUKEE COUNTY, WISCONSIN

ALL PORTIONS OF THE PROPERTY THAT ARE NOT UNITS ARE COMMON ELEMENTS.

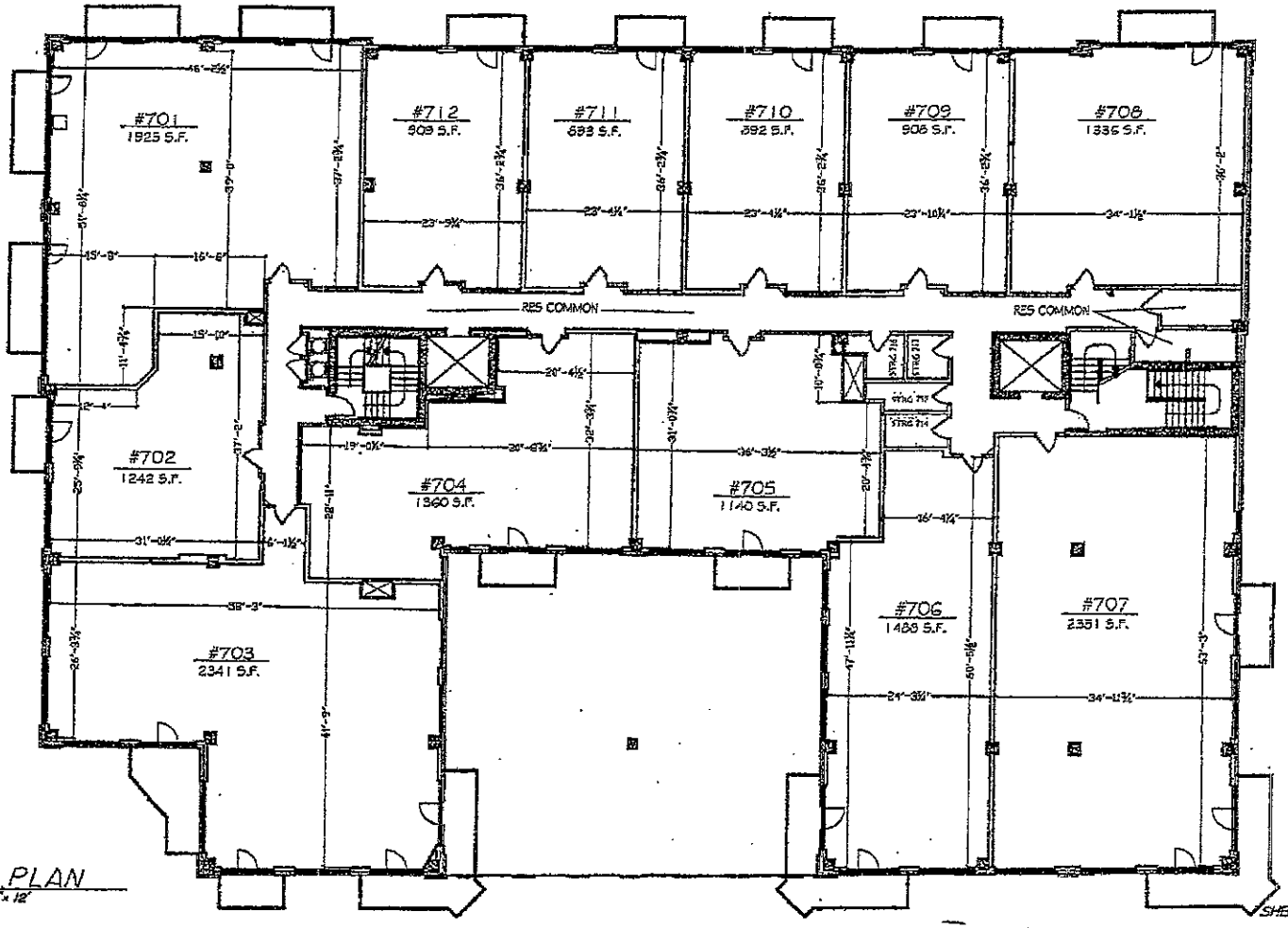
6TH FLOOR PLAN
SCALE: 1"=12'



SHEET 8 OF 12

ADDENDUM TO PLAT OF
RIVER RENAISSANCE CONDOMINIUM
MILWAUKEE COUNTY, WISCONSIN

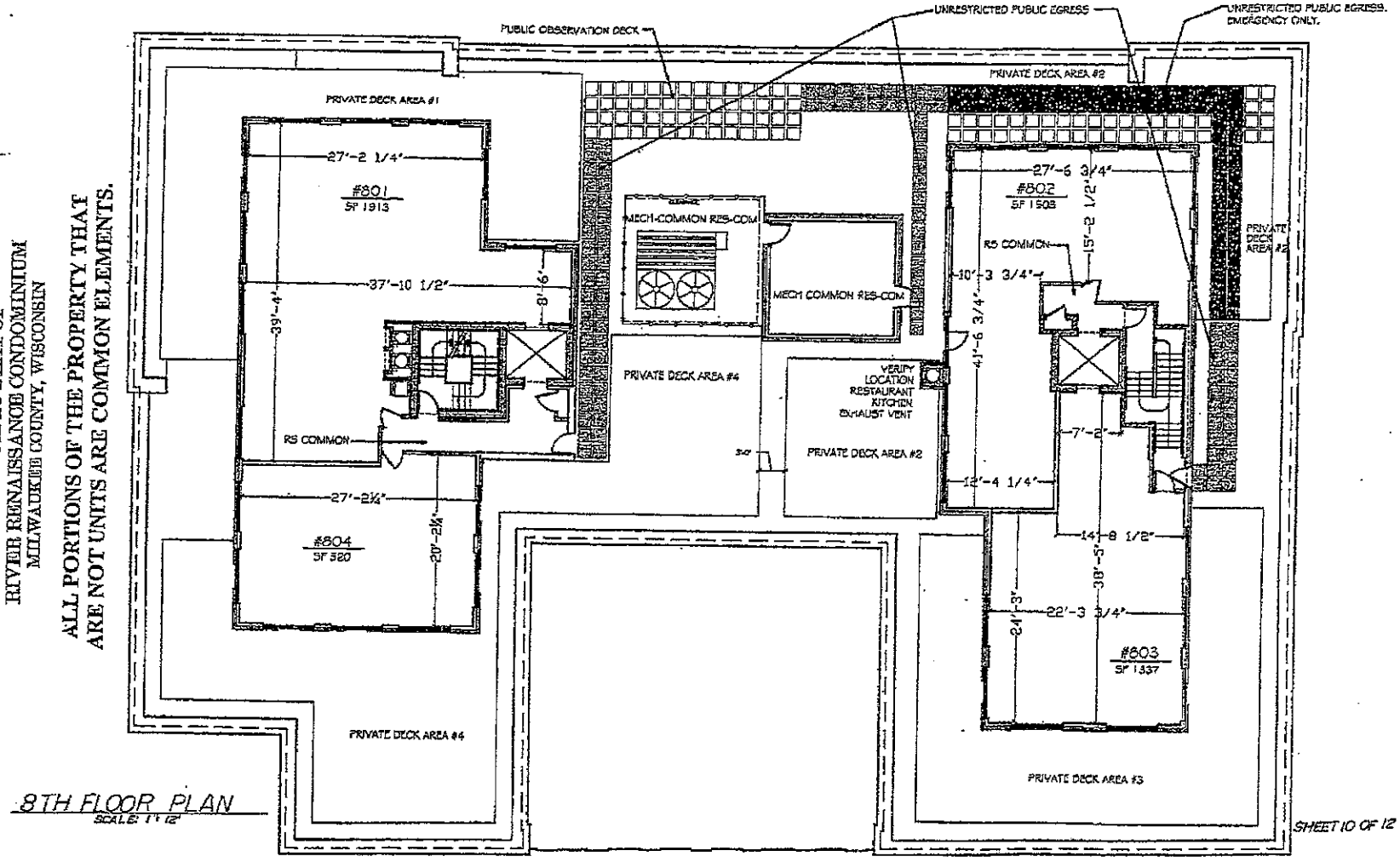
ALL PORTIONS OF THE PROPERTY THAT ARE NOT UNITS ARE COMMON ELEMENTS.



7TH FLOOR PLAN
SCALE: 1" = 12'

ADDENDUM TO PLAT OF
RIVER RENAISSANCE CONDOMINIUM
MILWAUKEE COUNTY, WISCONSIN

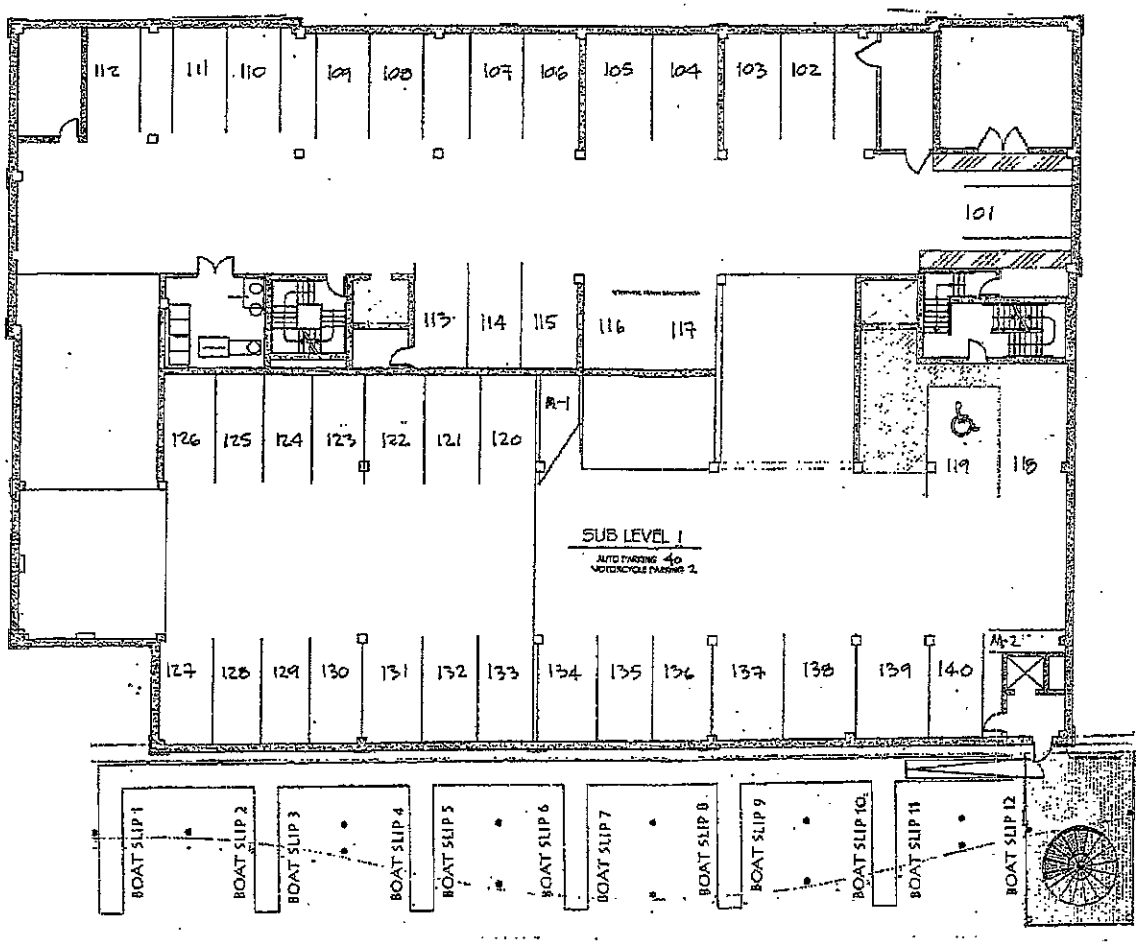
ALL PORTIONS OF THE PROPERTY THAT ARE NOT UNITS ARE COMMON ELEMENTS.



8TH FLOOR PLAN
SCALE: 1" 12'

ADDENDUM TO PLAT OF
RIVER RENAISSANCE CONDOMINIUM
MILWAUKEE COUNTY, WISCONSIN

ALL PORTIONS OF THE PROPERTY THAT ARE NOT UNITS ARE COMMON ELEMENTS.



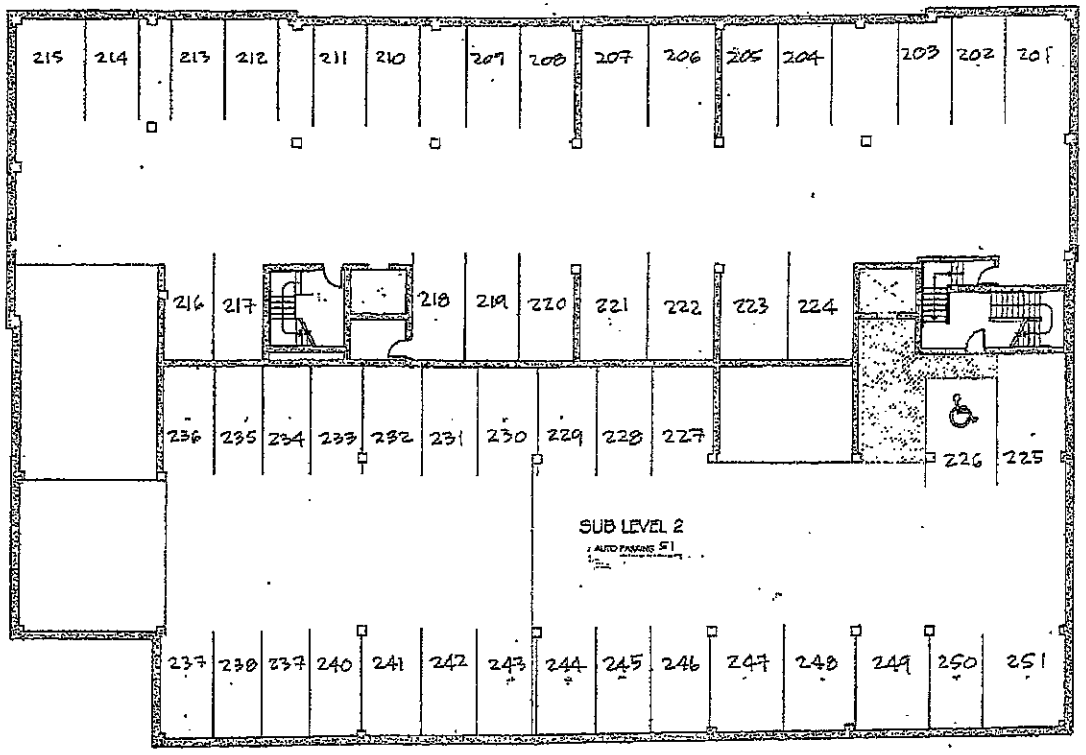
SUB LEVEL 1 PLAN

SCALE: 1" = 14.5' APPROX.

SHEET 11 OF 12

ADDENDUM TO PLAT OF
RIVER RENAISSANCE CONDOMINIUM
MILWAUKEE COUNTY, WISCONSIN

ALL PORTIONS OF THE PROPERTY THAT ARE NOT UNITS ARE COMMON ELEMENTS.



SUB LEVEL 2 PLAN

SCALE: 1" = 16.5' APPROX.

SHEET 12 OF 12

14

Document Number	Second Amendment to Declaration of Condominium of River Renaissance Condominium

10261769

DOC.# 10261769

RECORDED 06/20/2013 01:38PM
JOHN LA FAVE
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 30.00
FEE EXEMPT #:

Recording Area

Drafted by and Return Address:
Michael L. Riopel
Whyte Hirschboeck Dudek S.C.
555 E. Wells Street
Suite 1900
Milwaukee, WI 53202

392-0961-100-0
Parcel Identification Number

Information Professionals Co., Fond du Lac, WI
800-655-2021

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OF RIVER RENAISSANCE CONDOMINIUM

This Second Amendment ("Amendment") is made as of June 18, 2013 by River Renaissance Condominium Association, Inc., on behalf of the owners of Units in River Renaissance Condominium.

Statement of Procedural Requirements

Under date of September 6, 2007, the Declaration of River Renaissance Condominium was recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin as Document No. 09489644 (together with the First Amendment to Declaration of Condominium of River Renaissance Condominium recorded on October 9, 2007 in the Milwaukee County, Wisconsin, Register of Deeds Office as Document No. 9505981, the "Declaration"). Reference is made to the Declaration for the definition of capitalized terms used in this Amendment and not otherwise defined in this Amendment, except that the term "Plat" shall mean the Addendum to Plat of the River Renaissance Condominium recorded on October 9, 2007 in the Milwaukee County, Register of Deeds Office as Document No. 09505982.

The undersigned hereby certifies that this Amendment was approved by the owners of more than 66 2/3% of the votes in the Association as provided in Section 9.01 of the Declaration, and with the required consents and approvals from the Unit Owners and their mortgagees as provided in the Declaration and in the Act.

This Amendment is accompanied by the recording of a corresponding Second Addendum to the Plat, a copy of which is attached hereto (the "Second Addendum"). The Second Addendum consists of replacement pages for sheets 10 and 11 of the recorded Plat, which also replace sheets 10 and 11 of the drawings attached to the First Amendment to Declaration of Condominium. The substitute for sheet 10 consists of two sheets, one labeled "8th Floor Plan" and one labeled "9th Floor Plan", and are referred to in this document as "Substitute Exhibits B-10A and B-10B". The substitute sheet for sheet 11 is referred to in this document as "Substitute Exhibit B-11"

Purposes of Amendment

This Amendment and the Second Addendum are being recorded in order to conform the Declaration and Plat to the actual final construction of the Building and to confirm the acceptance of the effects that this construction has on the Common Elements.

Although the Declaration did not expressly permit the merger of Units, the Association has followed the procedures that would apply to a merger of Units under the Act. The undersigned certifies that all of the Unit Owners were given notice of the combination of the Units described below at least 30 days prior to the date on which the consents from Unit Owners and their mortgagees were obtained.

A portion of the work to the Building which necessitates some of the amendments below was performed by the Unit Owners of Units 801, 802, 803 and 804. This Amendment is intended to confirm certain matters regarding the effects of that work, and the payment of compensation under the Act.

Amendment Provisions

Now therefore, in consideration of the above and other value received, the undersigned hereby amends the Declaration as follows:

1. Merger of Units 801 and 804, Merger of Units 802 and 803 and Addition of 9th Floor.

(a) As shown on the Second Addendum, (a) Units 801 and 804 are hereby merged and combined into a single Unit known as Unit 801, and (b) Units 802 and 803 are hereby merged and combined into a single Unit known as Unit 802.

(b) The Percentage Interests of former Units 801 through 804 are adjusted to be as shown for the new Units 801 and 802 in the attached Substitute Exhibit D which exhibit hereby replaces the existing Exhibit D to the Declaration. Units 803 and 804 have been eliminated from such Exhibit. Substitute Exhibit D also reflects the new Percentage Interests of the rest of the Units in the Condominium.

(c) Section 3.02 of the Declaration is hereby modified to provide that Units 801 and 802 will each have two (2) votes. For clarity, former Units 803 and 804 will have no votes.

(d) The attached Substitute Exhibits B-10A and B-10B hereby replace the existing sheet 10 of the original Exhibit B to the Declaration.

2. Other Changes to Eighth Floor.

(a) The area on the 8th floor shown on the Plat as the "Public Observation Deck" is redesignated from "General Common Element" to be Limited Common Element appurtenant to Unit 801. The Public Observation Deck has been removed. Exhibit C to the original Declaration (referenced in Section 2.03(e) of such Declaration) is hereby replaced with the attached Substitute Exhibits B-10A and B-10B. Section 6.01(k) of the Declaration is hereby deleted.

(b) In addition to the foregoing, the portions of the 8th floor shown on the Plat as "Unrestricted Public Egress" are hereby redesignated from "General Common Element" to be Limited Common Element appurtenant to Unit 802 for those former Unrestricted Public Egress areas located on the east half of the roof and Limited Common Element appurtenant to Unit 801 for those former Unrestricted Public Egress areas located on the west half of the roof, all as shown on the Second Addendum. Access to the public is no longer permitted to the former

Doc Yr: 2013 Doc# 10261769 Page# 3 of 14

Unrestricted Public Egress Area, except for the area on the Second Addendum labeled as "Retricted Public Egress Building Maintenance and Emergency Only," which will be available for use by authorized Association building maintenance personnel servicing the "Rooftop Mechanical Area" (defined below) and, on an emergency basis only, other persons in the Building. The owner of Unit 801 or the owner of Unit 802, at such owner's expense, may install locking mechanisms permitting egress only on the doors to all 8th floor entrances and exits to areas labeled as Rstricted Public Egress Building Maintenance and Emergency Only on the Second Addendum.

(c) The Second Addendum also reflects the correct dimensions of the General Common Element mechanical rooms labeled as "Mech. Common RES-COM" on the Second Addendum and mechanical areas labeled as "Mech. Common RES-COM" on the Second Addendum (collectively, along with the gravel ballast areas immediately adjacent to such mechanical rooms and areas shown in the center of the 8th floor on the Second Addendum, the "Rooftop Mechanical Area"), and elimination of Private Deck Area #2 and part of Private Deck Area #4 on the 8th floor that were all performed as part of the original construction of the Condominium.

(d) The elevator lobby area on the west side of the 8th floor that was labeled "RS Common" on the Plat and Exhibits A-1, B and C to the Declaration has been reconfigured as shown on the Second Addendum and the attached Substitute Exhibits B-10A and B-10B. Part of the former elevator lobby on the west side of the 8th floor is now part of Unit 801 as shown on the Second Addendum and the attached Substitute Exhibits B-10A and B-10B. The owner of Unit 801 has installed a security system in the west elevator in the Building that will restrict access to the 8th floor to only authorized Association building maintenance personnel servicing the 8th floor and Rooftop Mechanical Area and the owners and guests of Unit 801. The owner of Unit 802 has installed a security system in the east elevator in the Building that will restrict access to the 8th floor to only allow access to the owners and guests of Unit 802 because the east elevator opens directly into Unit 802 on the 8th floor. Both elevators shall also allow emergency access to the 8th floor. The elevators and the security systems in both elevators are Service Elements that are part of the General Common Elements that shall be maintained, repaired and replaced by the Association as provided in Section 5.04 of the Declaration.

(e) Ninth (9th) and Tenth (10th) floor areas of the Condominium have been added above certain sections of Units 801 and 802 and are depicted on the Second Addendum and the attached Substitute Exhibits B-10A and B-10B. For clarification, the roof above these areas and the walls enclosing such areas are Common Elements as would otherwise be the case under the definitions of Unit and Common Elements.

3. Matters Relating to Operation of the Eighth Floor Units.

(a) Notwithstanding any of the maintenance provisions in the Declaration, the Unit Owner of Unit 802 will be responsible at its sole cost for the maintenance, repair and replacement of any rooftop landscaping appurtenant to Unit 802 as now or hereafter installed. In addition, the owners of Units 801 and 802 shall each be responsible, at their own respective expense, for the washing of the windows of their respective Units.

(b) The Owners of Unit 801 will be responsible for the cleaning and maintenance of the interior of the elevator lobby located immediately outside Unit 801.

4. Changes in Percentage Interests of Units.

(a) The number of square feet in Units 701 and 702 are revised to be as shown on the attached Substitute Exhibit D.

(b) The boundaries of the Units as described in Section 2.02(c) of the Declaration were not used in the calculation of the square footage within each Unit which square footage is shown on Exhibit D. Substitute Exhibit D hereby replaces Exhibit D to the Declaration and reflects the square footage of each Unit as agreed upon by the Association and Unit Owners. The square footage of each Unit is an accepted approximation and is not subject to recalculation by a subsequent measurement by any Unit Owner.

(c) The effect of the changes described above on the Percentage Interests of all Units is reflected in the attached Substitute Exhibit D, to be effective as of the date of recordation of this Amendment. Notwithstanding the fact that the Percentage Interests are corrected by this Amendment, all previous allocations and payments made on the basis of prior Percentage Interests are hereby ratified and confirmed.

5. Compensation to be Paid by Owners of Units 801 and 802. The Unit Owner of Units 801 and 802 have agreed to make a payment to the Association as compensation for the adjustment of the Common Elements and other matters described in this Amendment. The undersigned confirms that the Unit Owners have accepted this payment as full consideration for such matters in accordance with Section 703.09(3) of the Act and no further amounts are due.

6. Confirmation of Approval of Alterations. The undersigned confirms that the Association has approved all plans and specifications for construction, remodeling, alterations and other work performed or to be performed by the Unit Owners of Units 801 and 802 in connection with the matters set forth in this Amendment, including without limitation the changes to the exterior appearance of the Condominium.

7. Replacement of Sheet 11. The attached Substitute Exhibit B-11 hereby replaces the existing sheet 11 of the original Exhibit B to the Declaration.

8. Construction and Effect.

(a) To the extent that Exhibit A-1 to the Declaration and the Plat is inconsistent with the provisions of this Second Amendment, Exhibit A-1 is deemed modified to be consistent with this Second Amendment. Other than as expressly set forth in this Amendment and the Second Addendum, the Declaration and the Plat remain in full force and effect.

(b) To the extent that the Bylaws are inconsistent with the provisions of this Second Amendment, the Bylaws are deemed modified to be consistent with this Second Amendment.

(c) By consenting to this Second Amendment, each mortgagee of each Unit hereby modifies the lien of its mortgage to be consistent with the matters set forth in this Second Amendment.

(d) This document was drafted by counsel for the Association, but was reviewed by and negotiated with counsel for the Unit Owners of Units 801 and 802, and therefore will not be construed against the Association by virtue of such drafting responsibilities.

(Signatures on next pages)

SIGNATURE PAGE FOR SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM OF
RIVER RENAISSANCE CONDOMINIUM

River Renaissance Condominium
Association, Inc.

By: _____
Its: President

Attest: _____
Its: Vice President

Signatures of Jacqueline Cummings and Gerald J. Jones Jr. authenticated as of June 18, 2013.

_____
Michael L. Riopel
Member, State Bar of Wisconsin

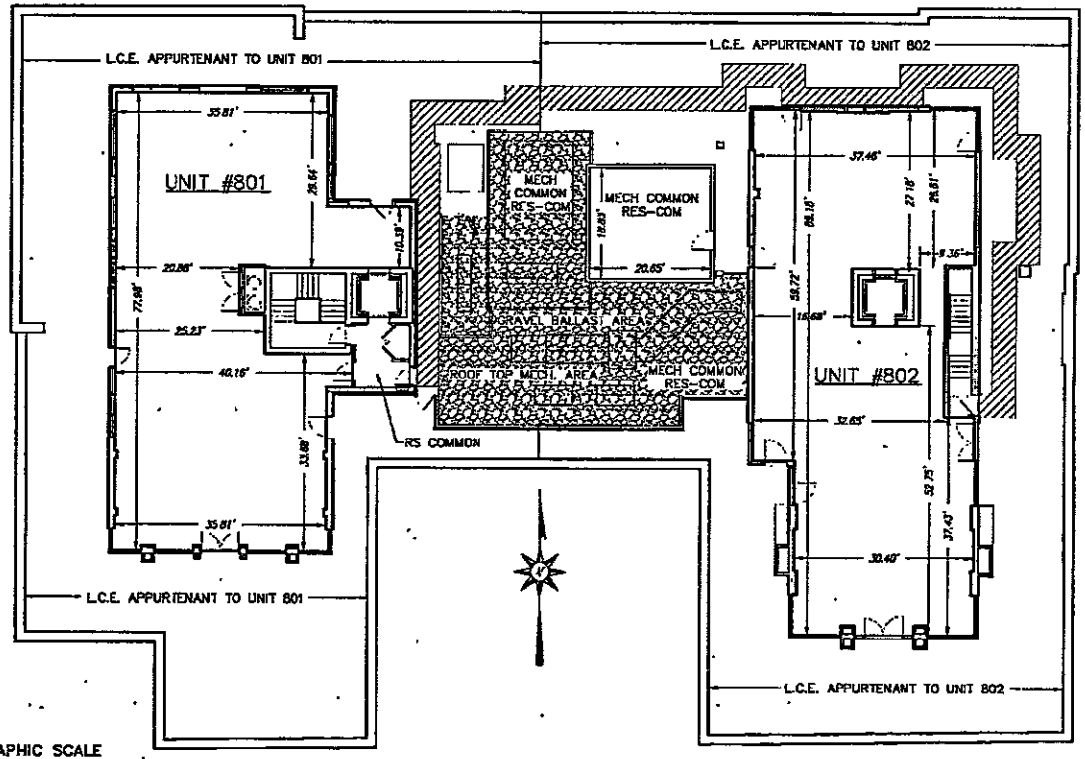
Second Addendum

Attached copy of Second Addendum for reference only, please see recorded Second Addendum to River Renaissance Condominium for scale.

SECOND ADDENDUM TO RIVER RENAISSANCE CONDOMINIUM

MILWAUKEE COUNTY, WISCONSIN

8TH FLOOR PLAN



GRAPHIC SCALE

15' 0 7.5' 15'

(IN FEET)

1 inch = 15 ft.

Restricted Public Egress - Building Maintenance & Emergency Only

Limited Common Element (L.C.E.)

Gravel Ballast Areas (General Common Element)

SITE ADDRESS

102-112 North Water Street, City of Milwaukee, Milwaukee County, Wisconsin.

LEGAL DESCRIPTION

A Condominium commonly known as RIVER RENAISSANCE CONDOMINIUM created under the Declaration of River Renaissance Condominium recorded on September 6, 2007 in the office of the Register of Deeds for Milwaukee County, Wisconsin as Document No 09489644 (together with the First Amendment to Declaration of Condominium of River Renaissance Condominium recorded on October 9, 2007 in the Milwaukee County, Wisconsin, Register of Deeds office as Document No. 9505981, the "Declaration".

NOTES

All portions of the property that are not units are Common Elements.

For the definition of Common Elements, refer to the Declaration of Condominium as amended by the First Amendment to Declaration of Condominium and the Second Amendment to Declaration of Condominium.

This sheet is referred to in the Second Amendment to the Declaration as: "Substitute Exhibit B-10A"

APPROXIMATE UNIT AREAS

As provided in the Second Amendment to Declaration of Condominium of River Renaissance Condominium (Actual unit areas as constructed may vary)

UNIT 801	3,350 S.F.
UNIT 802	4,701 S.F.

All dimensions to interior face of wall

I, Donald C. Chaput, do hereby certify that this condominium plat is a correct representation of SECOND ADDENDUM TO RIVER RENAISSANCE CONDOMINIUM as proposed at the date hereof, and the identification and proposed location of each unit and common elements can be determined from the plat to the extent feasible.

Date: May 16, 2013
Revised June 10, 2013

Donald C. Chaput
Registered Land Surveyor
Registration Number S-1316

WISCONSIN DONALD C. CHAPUT S-1316 MILWAUKEE WI LAND SURVEYOR

CHAPUT LAND SURVEYS LLC
234 W FLORIDA STREET
MILWAUKEE, WI 53204
414-224-8068
www.chaputlandsurveys.com

SHEET 1 OF 3

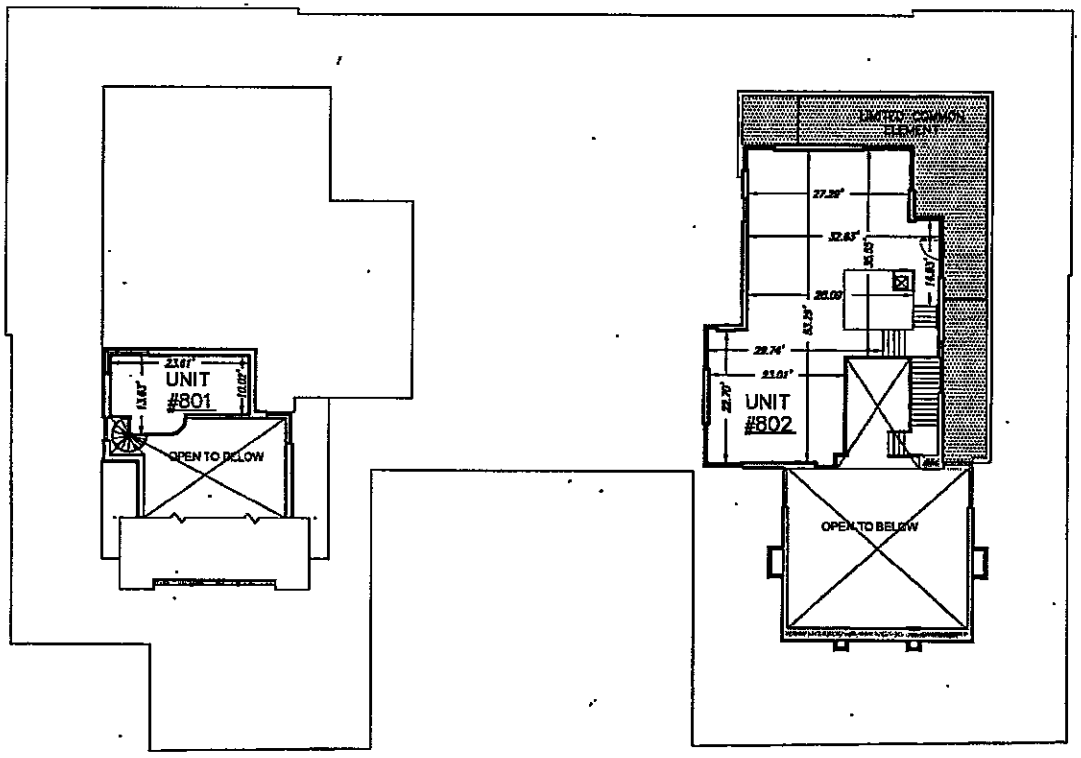
Drawing No. 1490-tjn

Doc Yr: 2013 Doc# 10261769 Page# 9 of 14

SECOND ADDENDUM TO RIVER RENAISSANCE CONDOMINIUM

MILWAUKEE COUNTY, WISCONSIN

9TH FLOOR PLAN



NOTES:
All portions of the property that are not units are Common Elements.

For the definition of Common Elements, refer to the Declaration of Condominium as amended by the First Amendment to Declaration of Condominium and the Second Amendment to Declaration of Condominium.

This sheet is referred to in the Second Amendment to the Declaration as: "Substitute Exhibit B-10th"

Limited Common Element

GRAPHIC SCALE
15' 0 7.5' 15'
(IN FEET)
1 inch = 15 ft.

CHAPUT LAND SURVEYS LLC
234 W. FLORIDA STREET
MILWAUKEE WI 53204
414-224-8068
www.chaputlandsurveys.com

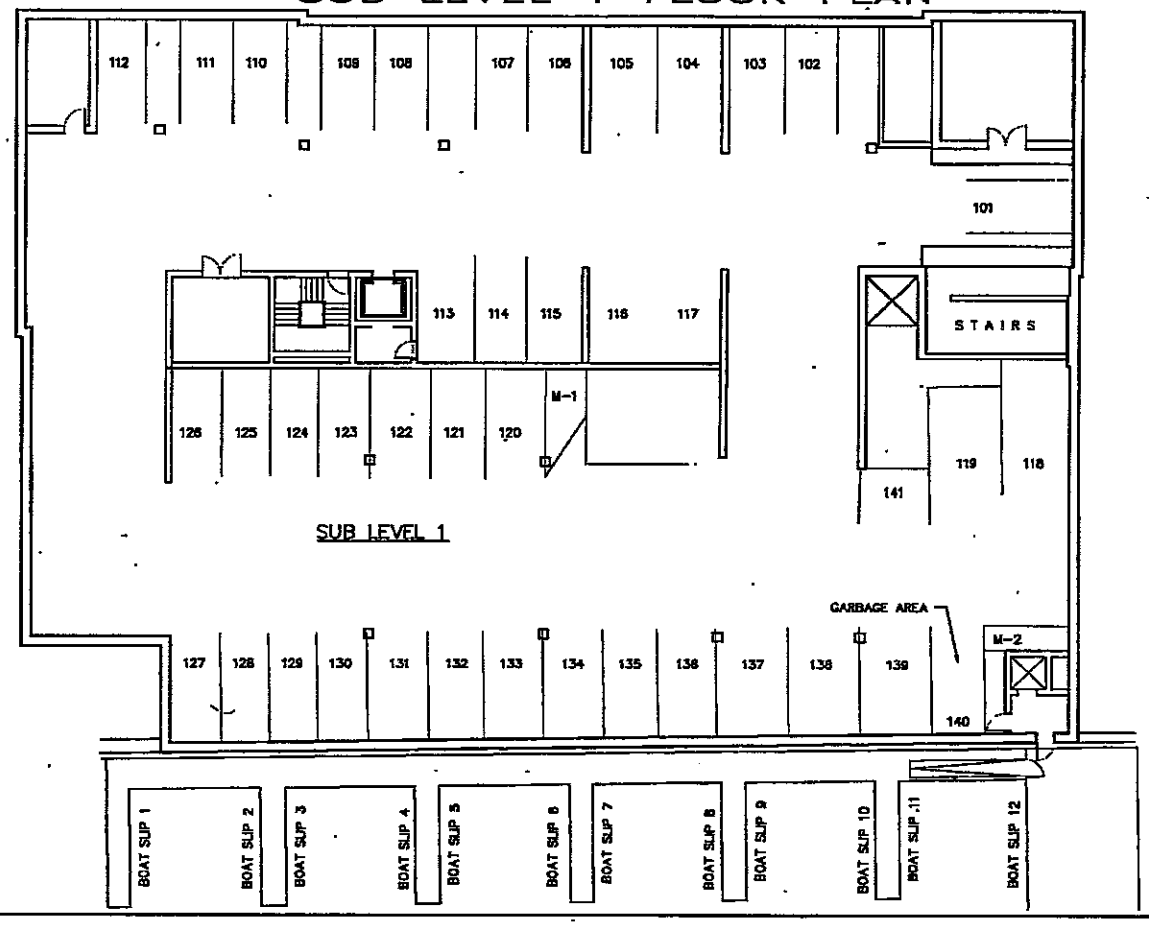
SHEET 2 OF 3
Drawing No. 3490-tjn

Doc Yr: 2013 Doc# 10261769 Page# 10 of 14

SECOND ADDENDUM TO RIVER RENAISSANCE CONDOMINIUM

MILWAUKEE COUNTY, WISCONSIN

SUB LEVEL 1 FLOOR PLAN



NOTES:

All portions of the property that are not units are Common Elements.

For the definition of Common Elements, refer to the Declaration of Condominium as amended by the First Amendment to Declaration of Condominium and the Second Amendment to Declaration of Condominium.

This sheet is referred to in the Second Amendment to the Declaration as: "Substitute Exhibit B-11"

GRAPHIC SCALE

15' 0 7.5' 15'

(IN FEET)

1 inch = 15 ft.

CHAPUT LAND SURVEYS LLC

234 W. FLORIDA STREET SHEET 3 OF 3

MILWAUKEE, WI 53204

414-224-8068 Drawing No. 1490-tjn

www.chaputlandsurveys.com

Doc Yr: 2013 Doc# 10261769 Page# 11 of 14

Substitute Exhibit D

Unit No.	Sq. Feet	% Interest	% for Assessments	Votes
101	2,811	2.27%	2.27%	11.0
102	1,632	1.32%	1.32%	11.0
103	2,725	2.20%	2.20%	11.0
104	8,562	6.92%	6.92%	11.0
201	1,135	0.92%	0.92%	1.0
202	1,242	1.00%	1.00%	1.0
203	2,341	1.89%	1.89%	1.0
204	1,128	0.91%	0.91%	1.0
205	992	0.80%	0.80%	1.0
206	1,488	1.20%	1.20%	1.0
207	2,351	1.90%	1.90%	1.0
208	1,336	1.08%	1.08%	1.0
209	908	0.73%	0.73%	1.0
210	892	0.72%	0.72%	1.0
211	893	0.72%	0.72%	1.0
212	909	0.73%	0.73%	1.0
213	708	0.57%	0.57%	1.0
301	1,135	0.92%	0.92%	1.0
302	1,242	1.00%	1.00%	1.0
303	2,341	1.89%	1.89%	1.0
304	1,360	1.10%	1.10%	1.0
305	1,140	0.92%	0.92%	1.0
306	1,488	1.20%	1.20%	1.0
307	2,351	1.90%	1.90%	1.0
308	1,336	1.08%	1.08%	1.0
309	908	0.73%	0.73%	1.0
310	892	0.72%	0.72%	1.0
311	893	0.72%	0.72%	1.0
312	909	0.73%	0.73%	1.0
313	708	0.57%	0.57%	1.0
401	1,135	0.92%	0.92%	1.0
402	1,242	1.00%	1.00%	1.0
403	2,341	1.89%	1.89%	1.0
404	1,360	1.10%	1.10%	1.0
405	1,140	0.92%	0.92%	1.0
406	1,488	1.20%	1.20%	1.0
407	2,351	1.90%	1.90%	1.0
408	1,336	1.08%	1.08%	1.0

409	908	0.73%	0.73%	1.0
410	892	0.72%	0.72%	1.0
411	893	0.72%	0.72%	1.0
412	909	0.73%	0.73%	1.0
413	708	0.57%	0.57%	1.0
501	1,135	0.92%	0.92%	1.0
502	1,242	1.00%	1.00%	1.0
503	2,341	1.89%	1.89%	1.0
504	1,360	1.10%	1.10%	1.0
505	1,140	0.92%	0.92%	1.0
506	1,488	1.20%	1.20%	1.0
507	2,351	1.90%	1.90%	1.0
508	1,336	1.08%	1.08%	1.0
509	908	0.73%	0.73%	1.0
510	892	0.72%	0.72%	1.0
511	893	0.72%	0.72%	1.0
512	909	0.73%	0.73%	1.0
513	708	0.57%	0.57%	1.0
601	1,135	0.92%	0.92%	1.0
602	1,242	1.00%	1.00%	1.0
603	2,341	1.89%	1.89%	1.0
604	1,360	1.10%	1.10%	1.0
605	1,140	0.92%	0.92%	1.0
606	1,488	1.20%	1.20%	1.0
607	2,351	1.90%	1.90%	1.0
608	1,336	1.08%	1.08%	1.0
609	908	0.73%	0.73%	1.0
610	892	0.72%	0.72%	1.0
611	893	0.72%	0.72%	1.0
612	909	0.73%	0.73%	1.0
613	708	0.57%	0.57%	1.0
701	2,125	1.72%	1.72%	1.0
702	1,042	0.84%	0.84%	1.0
703	2,341	1.89%	1.89%	1.0
704	1,360	1.10%	1.10%	1.0
705	1,140	0.92%	0.92%	1.0
706	1,488	1.20%	1.20%	1.0
707	2,351	1.90%	1.90%	1.0
708	1,336	1.08%	1.08%	1.0
709	908	0.73%	0.73%	1.0
710	892	0.72%	0.72%	1.0

711	893	0.72%	0.72%	1.0
712	909	0.73%	0.73%	1.0
801	3,350	2.71%	2.71%	2.0
802	4,701	3.80%	3.80%	2.0
83	123,701	100.00%	100.00%	125.0

REGISTER OF DEEDS

Milwaukee County

JOHN LA FAVE • Register of Deeds

10261770

DOC.# 10261770

RECORDED 06/20/2013 01:38PM
JOHN LA FAVE
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 50.00
FEE EXEMPT #:

PLAT

PLAT NAME: Second Addendum To River Renaissance Condominium

DOC# 10261770

REEL# 8152

DATE: June 20, 2013

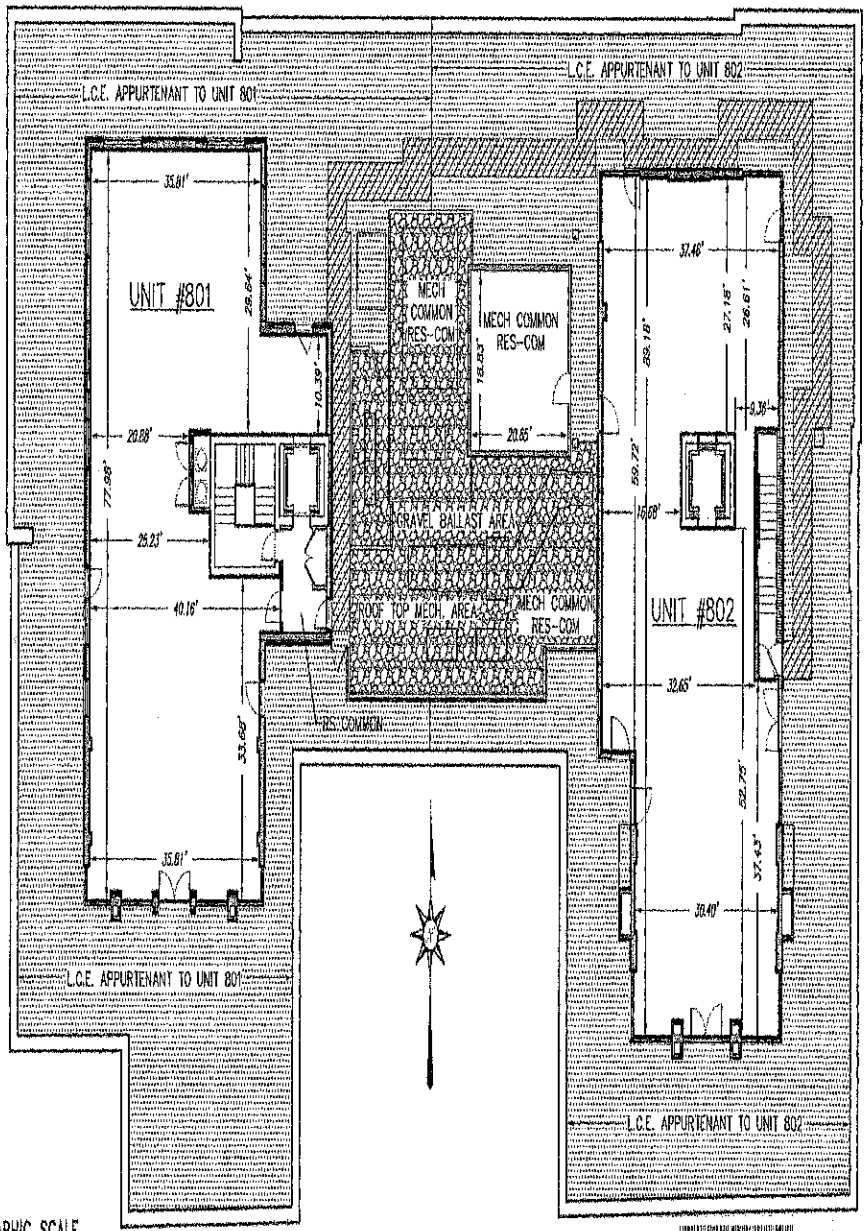
NUMBER OF PAGES: 3

COURTHOUSE, ROOM 103 • 901 NORTH 9TH STREET • MILWAUKEE, WISCONSIN 53233 • (414) 278-4021 • FAX (414) 223-1257

SECOND ADDENDUM TO RIVER RENAISSANCE CONDOMINIUM

MILWAUKEE COUNTY, WISCONSIN

8TH FLOOR PLAN



GRAPHIC SCALE

15' 0 7.5' 15'

(IN FEET)

1 Inch = 15 ft.

Restricted Public Egress - Building Maintenance & Emergency Only

Limited Common Element (L.C.E.)

Gravel Ballast Areas (General Common Element)

10261770

DOC.# 10261770

Reel: 8153

RECORDED 06/20/2013 01:38PM

JOHN LA FAVE

REGISTER OF DEEDS

Milwaukee County, WI

AMOUNT: 30.00

FEE EXEMPT #:

SITE ADDRESS

102-112 North Water Street, City of Milwaukee, Milwaukee County, Wisconsin.

LEGAL DESCRIPTION

A Condominium commonly known as RIVER RENAISSANCE CONDOMINIUM created under the Declaration of River Renaissance Condominium recorded on September 6, 2007 in the office of the Register of Deeds for Milwaukee County, Wisconsin as Document No. 09489644 (together with the First Amendment to Declaration of Condominium of River Renaissance Condominium recorded on October 9, 2007 in the Milwaukee County, Wisconsin, Register of Deeds office as Document No. 9505981, the "Declaration".

NOTES

All portions of the property that are not units are Common Elements.

For the definition of Common Elements, refer to the Declaration of Condominium as amended by the First Amendment to Declaration of Condominium and the Second Amendment to Declaration of Condominium.

This sheet is referred to in the Second Amendment to the Declaration as: "Substitute Exhibit B-10A"

APPROXIMATE UNIT AREAS

As provided in the Second Amendment to Declaration of Condominium of River Renaissance Condominium (Actual unit areas as constructed may vary)

UNIT 801	3,350 S.F.
UNIT 802	4,701 S.F.

All dimensions to interior face of wall

I, Donald C. Chaput, do hereby certify that this condominium plat is a correct representation of SECOND ADDENDUM TO RIVER RENAISSANCE CONDOMINIUM as proposed at the date hereof, and the identification and proposed location of each unit and common elements can be determined from the plat to the extent feasible.

Date: May 16, 2013
Revised June 10, 2013

Donald C. Chaput
Registered Land Surveyor
Registration Number S-1316

WISCONSIN DONALD C. CHAPUT S-1316 MILWAUKEE WI LAND SURVEYOR

CHAPUT LAND SURVEYS LLC
234 W. FLORIDA STREET
MILWAUKEE, WI 53204
414-224-8068
www.chaputlandsurveys.com

SHEET 1 OF 3

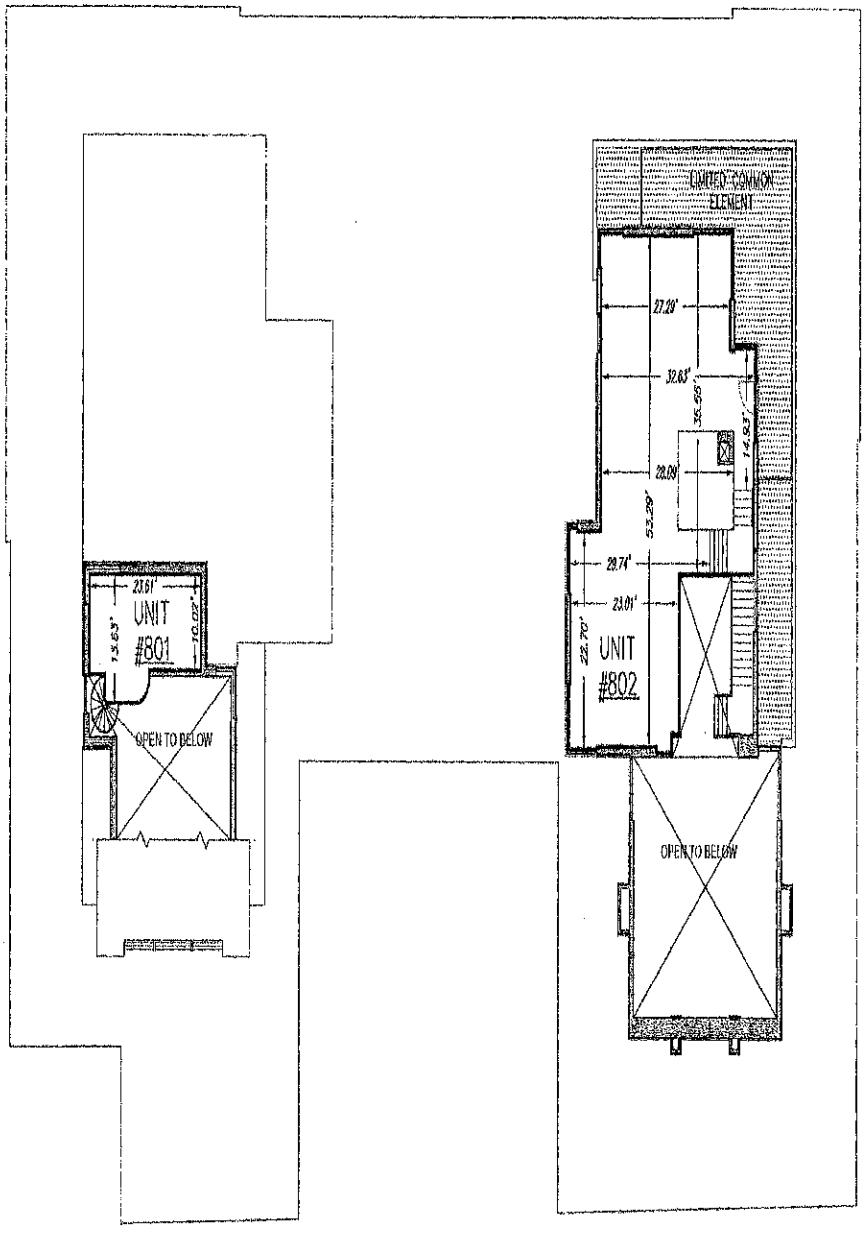
Drawing No. 1490-4jn

50 of

SECOND ADDENDUM TO RIVER RENAISSANCE CONDOMINIUM

MILWAUKEE COUNTY, WISCONSIN

9TH FLOOR PLAN



NOTES:

All portions of the property that are not units are Common Elements.

For the definition of Common Elements, refer to the Declaration of Condominium as amended by the First Amendment to Declaration of Condominium and the Second Amendment to Declaration of Condominium.

This sheet is referred to in the Second Amendment to the Declaration as: "Substitute Exhibit B-109"

Limited Common Element

GRAPHIC SCALE

15' 0 7.5' 15'

(IN FEET)

1 inch = 15 ft.

CHAPUT LAND SURVEYS LLC

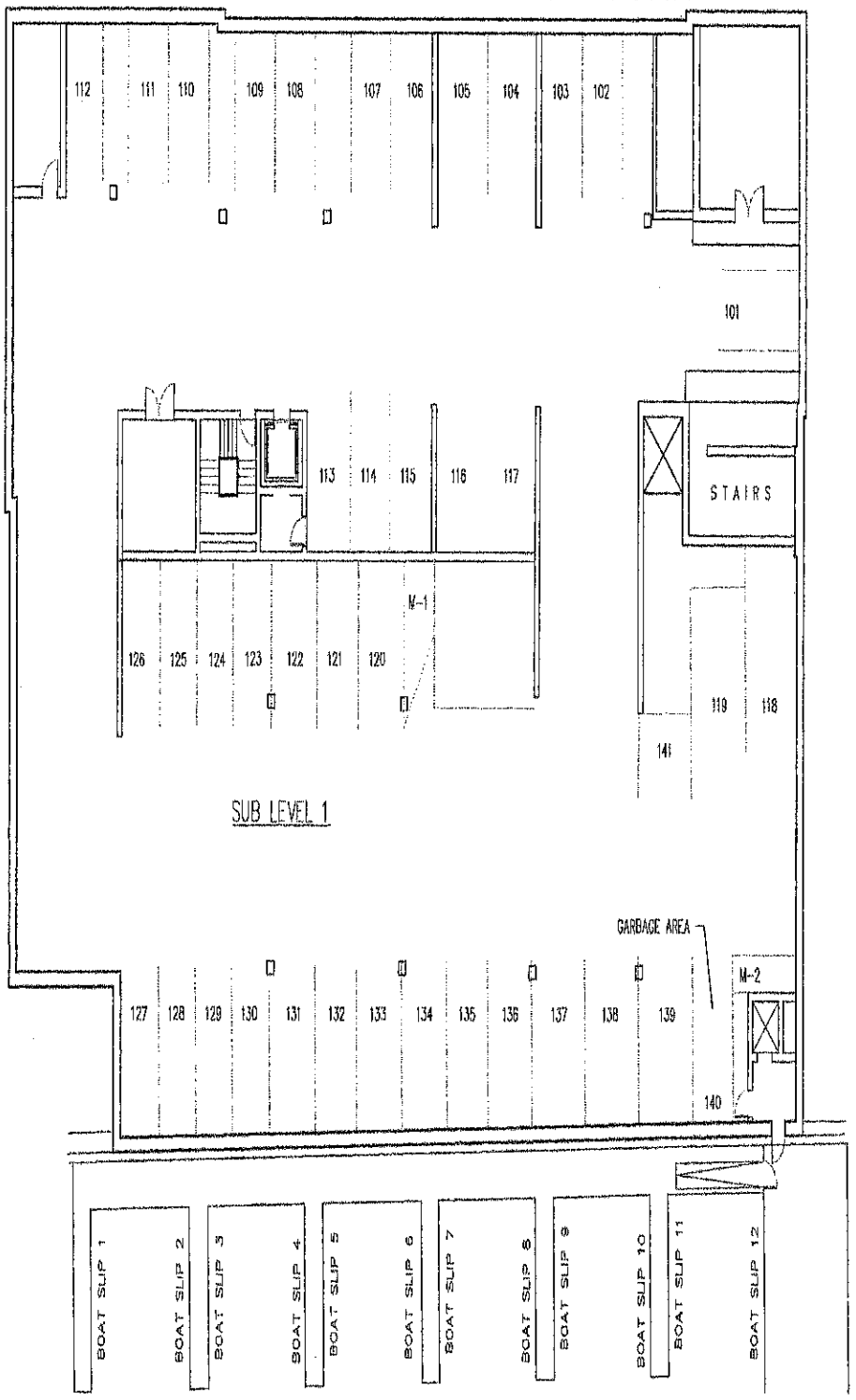
234 W. FLORIDA STREET
MILWAUKEE, WI 53204
414-224-8058
www.chaputlandsurveys.com

Drawing No. 1490-tjn

SECOND ADDENDUM TO RIVER RENAISSANCE CONDOMINIUM

MILWAUKEE COUNTY, WISCONSIN

SUB LEVEL 1 FLOOR PLAN



NOTES:
All portions of the property that are not units are Common Elements.

For the definition of Common Elements, refer to the Declaration of Condominium as amended by the First Amendment to Declaration of Condominium and the Second Amendment to Declaration of Condominium.

This sheet is referred to in the Second Amendment to the Declaration as: "Substitute Exhibit B-11"

GRAPHIC SCALE
15' 0 7.5' 15'
(IN FEET)
1 inch = 15 ft.

CHAPUT LAND SURVEYS LLC
234 W. FLORIDA STREET
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414-224-8068
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Drawing No. 1490-tjn

RIVER RENAISSANCE CONDOMINIUMS

DISCLOSURE MATERIALS

SECTION C

BYLAWS

BYLAWS
OF
RIVER RENAISSANCE CONDOMINIUM ASSOCIATION

ARTICLE I
Plan of Unit Ownership

Section 1. Applicability of Bylaws. The provisions of these Bylaws are applicable to (i) the use and occupancy of that portion of certain land, building and improvements located at 102 North Water Street, in the City of Milwaukee, Wisconsin, which has been submitted to the provisions of the Condominium Ownership Act of the State of Wisconsin (Wis. Stat. Ch. 703, as amended or renumbered from time to time) (the "Act") by the Declaration of River Renaissance Condominium (the "Declaration") recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, and (ii) the structure and operation of the Association of the Condominium. All present and future Unit Owners, mortgagees, lessees, and occupants of Units, or any portion of either, their employees and invitees, members of the Board of Directors of the Association, and any other persons who may use the Common Elements in any manner are subject to the Condominium Documents, and to all covenants, agreements, restrictions, easements and declarations of record referred to in or created by the Declaration or otherwise duly effected (collectively referred to herein as "title conditions"). The acceptance of a deed, mortgage or lease or the act of occupancy of a Unit or any portion thereof shall constitute an agreement by a Unit Owner, or a mortgagee, lessee, occupant or invitee of a Unit, or any portion thereof, that the Condominium Documents and the title conditions will and shall be complied with and are accepted, ratified and confirmed.

Section 2. Definitions. Except as otherwise set forth herein capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration or, if not defined therein, the meanings specified for such terms in the Act.

Section 3. Office. The office and mailing address of the Condominium, the Association and the Board of Directors shall initially be located at Halling & Cayo, S.C., 320 E. Buffalo Street, Suite 700, Milwaukee, WI 53202, or such other place or address as may be designated from time to time by the Board of Directors.

Section 4. The Association. River Renaissance Condominium Association, Inc. (the "Association") is a nonstock, nonprofit corporation formed under Chapter 181 of the Wisconsin Statutes and whose members consist of all the Unit Owners in the Condominium. Each Unit Owner in the Condominium has the same Percentage Interest in the Association as such Unit Owner's respective undivided interest in the Common Elements set forth in the Declaration.

Section 5. Seal. The Association shall have no seal.

ARTICLE II
Association

Section 1. Composition. All Unit Owners in the Condominium, acting as a group in accordance with the Act, the Declaration and these Bylaws, shall constitute the Association.

Section 2. Annual Meetings. The first annual meeting of the Association shall be held on a date to be determined by Declarant within one (1) year following the date of recordation of the Declaration, or on or before the date of conveyance of Units to which seventy-five percent (75%) or more of the Percentage Interests in the Condominium appertain, whichever first occurs. Unless otherwise determined by the Board of Directors, annual meetings of the Association held after the first annual meeting shall be held on the same day of the same month of each succeeding year. Subject to the provisions of Section 1 of Article III of these Bylaws, at all annual meetings of the Association at which members of the Board of Directors shall be appointed, an officer shall report on the activities and financial condition of the Association and the members shall consider and act upon such other matters as properly may come before a meeting. At any Annual Meeting, Unit Owners may also adopt amendments to the Declaration as provided therein or to these Bylaws or the Rules and Regulations as provided herein or transact such other business of the Condominium as may properly come before them. Any Directors appointed at the Annual Meeting shall take office immediately upon the close of the Meeting.

Section 3. Place of Meetings. Meetings of the Association shall be held at the office of the Condominium or at such other suitable place in the Milwaukee metropolitan area as from time to time may be designated by the Board of Directors.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Association if so directed by resolution of the Board of Directors or, after the first annual meeting of the Association, upon a petition signed and presented to the Secretary by any one Unit Owner. At which special meeting the Unit Owners may transact any business which may be transacted at an Annual Meeting, provided that such business is referred to in the notice of such meeting.

Section 5. Notice of Meetings. At least ten (10) days but no more than fifty (50) days in advance of each annual meeting of the Association, and at least ten (10) days but no more than thirty (30) days in advance of each special meeting of the Association, the Secretary shall cause to be sent to each Unit Owner of record notice of the time, place and purpose or purposes of such meeting. Such notice shall be hand delivered or sent by United States mail, first class postage prepaid, to each Unit Owner of record, at the address of such Owner's Unit or at such other address as such Unit Owner may have designated in writing to the Secretary. Notice of a meeting need not be given to a Unit Owner if a written waiver thereof, executed before or after the meeting by such Unit Owner or his duly authorized attorney, is filed with the records of the meeting. Attendance of any Unit Owner at any meeting of the Association shall constitute a waiver of notice by such Owner.

Section 6. Ownership Records. Transfer of membership in the Association shall be established by the recording in the Office of the Register of Deeds for Milwaukee County of a deed or other instrument establishing a conveyance of record title to a Unit or the recording in said office of a land contract. As used in these Bylaws, unless the context otherwise requires, the term "conveyance" means conveyance of fee simple title by deed or conveyance of equitable ownership by land contract. A certified copy of such instrument or land contract shall be delivered to the Association by the transferee or vendee. The transferee designated by such instrument or the vendee shall thereby become a member of the Association and the membership of the prior owner or vendor shall thereby be terminated. Until such delivery the transferee or vendee shall not be entitled to vote as a member of the Association and shall not be entitled to notice of meetings of Unit Owners. The Association shall maintain a current roster of names and addresses of every Unit Owner to whom notice of meetings of the Association must be sent. Every Unit Owner shall furnish the Association with said Unit Owner's name and current mailing address. No Unit Owner may vote at meetings of the Association until this information is furnished. The mailing or delivery of a notice of a meeting in the manner provided in this Section shall be deemed service of notice. The Subassociation of a Subcondominium within a Subdivided Unit shall be deemed to be the Unit Owner for said Unit and shall proceed in accordance with Section 10(a) below with respect to voting the votes appurtenant to a Subdivided Unit.

Section 7. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum as defined in Section 14 is not represented, Unit Owners holding a majority of the votes present at such meeting, either in person or by proxy, may adjourn the meeting, without further notice, to a time not less than forty-eight (48) hours from the time the original meeting was called and at such subsequent meeting, the presence, in person or by proxy of Unit Owners of fifty percent (50%) in number of the Units of the Condominium shall constitute a quorum.

Section 8. Presiding Officer. Until the first meeting of the Association following the special meeting at which members of the Board of Directors shall be appointed by the Unit Owners as provided in Section 1 of Article III of these Bylaws, any person designated by Declarant shall preside at all meetings of the Association. Thereafter, the President or said Unit Owner's designee shall preside at all meetings of the Association. In the absence of the President or such designee from any meeting of the Association, any person designated by the Board of Directors shall preside over such meeting.

Section 9. Conduct of Meeting. The minutes of all meetings shall be held in a Minute Book maintained for the Association by the Secretary. The then current Rules of Order or any other rules of procedure acceptable to a majority of the votes of Unit Owners shall govern the conduct of all meetings of the Association when not in conflict with these Bylaws, the Declaration or the Act. All votes shall be tallied by a person or persons appointed by the presiding officer of the meeting. The order of business at all meetings of the Unit Owners shall be as determined by the presiding officer.

Section 10. Voting.

(a) There shall be 100 votes in the Association, which shall be apportioned among the Units in accordance with Article III of the Declaration. Since a Unit Owner may be more than one person, the person who shall be entitled to cast the vote of such Unit shall be the natural person named in a certificate executed by all of the co-owners of such Unit and filed with the Secretary or, in the absence of such named person from the meeting (or the failure to name such a person), the person who shall be entitled to cast the vote of such Unit shall be the co-owner who is present at such meeting, if only one such co-owner is present. If more than one co-owner is present and no certificate has been filed with the Secretary (or, if the person named in the certificate for such Unit is not present), the vote appertaining to such Unit shall be cast in accordance with the agreement of a majority in interest of the co-owners of such Unit who are present, and the consent of such co-owners shall be conclusively presumed if any one of them purports to cast the vote appertaining to such Unit without protest being made by another co-owner to the presiding officer of the meeting. If protest is made, such Unit shall be counted solely for the purpose of determining whether a quorum is present. A fiduciary shall be the voting member with respect to any Unit owned in a fiduciary capacity. With respect to any Subdivided Unit, the Subassociation, as the Unit Owner of the Subdivided Unit, or the Board of Directors of the Subassociation, if permitted by the Subcondominium Documents, shall elect one representative, who shall be the owner of a Subunit and who shall be entitled to vote all of the votes of the Unit Owner of said Subdivided Unit and an officer of said Subassociation shall file a certificate with the Secretary to that effect and if no such certificate is filed, then the procedure shall be as set forth above with respect to multiple co-owners of the Unit.

(b) No Unit Owner may vote at any meeting of the Association if a lien in favor of the Association pursuant to Section 9 of Article V of these Bylaws has been perfected against such Unit Owner's Unit and the amount necessary to release such lien has not been paid at the time of such meeting.

Section 11. Proxies. The vote appertaining to any Unit may be cast pursuant to a proxy duly executed by or on behalf of the Unit Owner, or, in cases where the Unit Owner is more than one person, by or on behalf of all such persons. No proxy shall be revocable except by actual notice of revocation given to the presiding officer of the meeting by the Unit Owner, or, in cases where the Unit Owner is more than one person, by or on behalf of the majority in interest of the co-owners. A proxy of a Unit Owner shall be void if it is not dated, if it purports to be revocable without notice, if the signatures of those executing the same have not been witnessed by a person who shall swear to Unit Owner's full name and address, or if not signed by a person having authority to execute deeds on behalf of any Unit Owner or co-owner who is not a natural person. All proxies must be filed with the Secretary before the appointed time of the meeting for which they are given. Any proxy shall terminate automatically upon the adjournment of the first meeting of the Association held after the date thereof. In any event, except with respect to proxies in favor of an Eligible Mortgagee, no proxy shall be valid for a period in excess of one hundred eighty (180) days.

Section 12. Association Action. Except as otherwise required by the Act, the Declaration or these Bylaws, decisions of the Association shall be made by a majority of the votes of Unit Owners present, in person or by proxy, at a meeting of the Association at which a quorum is present.

Section 13. Majority of the Unit Owners. Except as otherwise provided by law, as used in these Bylaws, the term "majority of the votes of Unit Owners" or words of like import shall mean the vote of Unit Owners' holding more than fifty percent (50%) of the votes of Unit Owners present, in person or by proxy, at a meeting of the Association at which a quorum is present.

Section 14. Quorum. Except as otherwise provided in these Bylaws or as required by law, the presence, in person or by proxy, of Owners of seventy-five percent (75%) in number of the Units in the Condominium shall constitute a quorum at and throughout all meetings of the Association.

Section 15. Action Without Meeting. Any action by Unit Owners required or permitted to be taken at a meeting may be taken without a meeting if the action is approved by Unit Owners holding at least one hundred percent (100%) of the voting power, by written consent describing the action taken, signed by the required number of Unit Owners. A consent has the effect of a meeting vote. Any such written consent shall be filed with the minutes of the proceedings of the meetings of the Association.

ARTICLE III
Board of Directors

Section 1. Number; Declarant Control.

(a) The affairs of the Condominium shall be governed by a Board of Directors. As set forth in this Section 1, Declarant shall be entitled to designate a majority of the members of the Board until the earlier to occur of (i) thirty (30) days after the date of conveyance of Units to which twenty-five percent (25%) of the Percentage Interests of the Condominium appertain or (ii) three (3) years from the date of the first conveyance of any Unit in the Condominium. The initial Board of Directors shall consist of three (3) directors, each of whom shall be appointed by Declarant within Three (3) Years after the incorporation of the Association.

(b) A special meeting of the Association shall be held prior to the conveyance of Units to which sixty percent (60%) of the Percentage Interests in the Condominium appertain or at such earlier time as may be determined by Declarant in its sole discretion, at which special meeting the Directors appointed by the Declarant shall resign and six (6) members of the Board of Directors shall be elected by the Unit Owners, including Declarant, to the extent Declarant then owns any Units, as follows: two (2) Directors must be Unit Owners of a Commercial Unit, and two (2) Directors must be Unit Owners of a Residential Unit, and two (2) other Directors.

(c) At all times, two (2) Directors must be Unit Owners of a Commercial Unit, and two (2) Directors must be a Unit Owners of a Residential Unit. No Director may count as both a Commercial Unit owner and a Residential Unit owner.

Section 2. Term of Office. At each annual meeting, the Unit Owners shall elect six directors and each director shall be appointed for a full one (1) year term. All members of the Board of Directors shall hold office until their respective successors shall have been elected.

Section 3. Qualifications. Except for those members of the Board of Directors appointed by Declarant, all members of the Board of Directors shall be Unit Owners, or partners, officers, directors, trustees, agents or employees of Unit Owners who are not natural persons. No Unit Owner may be appointed to or may serve on the Board of Directors if a lien has been perfected by the Association, or action therefore has been instituted against such Unit Owner's Unit by the Association, and the amount necessary to release such lien has not been paid at the time of such election or during such incumbency.

Section 4. Powers and Duties. All the powers and duties of the Association under the Declaration, the Articles, these Bylaws, the Wisconsin Condominium Ownership Act, and the Wisconsin nonstock corporation law shall be exercised by the Board of Directors except those powers and duties specifically given to or required of any committees of the Association or the Unit Owners. The powers and duties of the Board of Directors include, without limitation, the power of or duty to:

(a) adoption of annual budget;

(b) management, operation, care, upkeep and maintenance of the Condominium;

(c) determination of the Common Expenses required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Common Elements; provided that such Common Expenses shall include an adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis and for such other purposes as the Board shall direct, and shall be payable in regular installments;

(d) collection of assessments from Unit Owners and enforcement of all obligations of the Unit Owners as Unit Owners under the Condominium Documents;

(e) employment and dismissal of personnel necessary or advisable for the maintenance and operation of the Condominium including engaging of a manager or managing agent;

(f) opening of bank accounts on behalf of the Association and designating the signatories required therefore;

(g) leasing, managing and otherwise dealing with the Condominium, as more particularly set forth herein, including the power to contract with others to provide leasing and management services. It is expressly understood that the Board shall have the authority to enter into management, leasing or other contracts with entities related to or affiliated with the Declarant, any Unit Owner or members of the Board and that such contracts shall be on such

terms and conditions as are usual and customary for a mixed-use office, residential and retail building in the Milwaukee Metropolitan area;

(h) owning, conveying, mortgaging, encumbering, leasing and otherwise dealing with Units conveyed to it or acquired by it (or its nominee) as the result of enforcement of the lien for Common Expenses or otherwise;

(i) organizing corporations or trusts to act as nominees of the Association in acquiring title to or leasing of Units on behalf of all Unit Owners;

(j) obtaining insurance for the Property, including the Units;

(k) making repairs, replacements, additions and improvements to, or alterations of, the Common Elements and repairs to and restoration of the Property after a casualty or taking in accordance with the other provisions of these Bylaws;

(l) the power to do everything necessary, suitable or proper for the accomplishment of any of the purposes, the attainment of any of the objectives or the furtherance of any of the powers of the Association either alone or in conjunction with the Declarant and the unit Owners, or either; and

(m) the power to elect to provide security services for the Condominium, the Common Elements, and/or the Units, or any portion thereof and to include the costs thereof in Common Expenses, or to elect to require individual Unit Owners to provide any such security services.

Section 5. Managing Agent. The Board of Directors may employ for the Condominium a professional management company (the "Managing Agent") at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to one of its members the authority to act on its behalf on all matters relating to the duties of the Managing Agent which might arise between meetings of the Board of Directors. The Managing Agent may be an affiliate of a Unit Owner and/or the Declarant.

Section 6. Removal of Members of the Board of Directors. Declarant shall have the right, at any time and in its sole discretion, to remove any Director appointed to the Board by Declarant under Section 1(a) of this Article III, and to select and designate said Director's successor.

Section 7. Resignations of Members of the Board of Directors. A member of the Board of Directors may resign at any time by delivering written notice to the presiding officer or secretary of the Board of Directors. A resignation is effective when the notice is received by such officer unless the notice specifies a later effective date. If a resignation is made effective at a later date, the Board of Directors may make the effective date earlier and fill the pending vacancy before the effective date if the Board of Directors provides that the successor does not take office until the effective date. Any Director who is a Unit Owner (or the corporation, partnership, trust, principal or employer, if the Unit Owner through which the Director holds

office if the Unit Owner is not a natural person) shall be deemed to have resigned upon divestiture of title in fee or owned by such Director (or such Director's corporation, partnership, trust, principal or employer, if the Unit Owner is not a natural person), unless such Director (or such Director's corporation, partnership, trust, principal or employer) acquires or contracts to acquire another Unit under terms providing for a right of occupancy effective as of or before the termination of the right of occupancy pursuant to such divestiture.

Section 8. Vacancies. Vacancies in the Board of Directors shall be filled by election by the Unit Owners.

Section 9. Organization Meeting. A special organizational meeting of the Board of Directors shall be held within thirty (30) days after each annual meeting of the Association. No notice shall be necessary to the members of the Board of Directors in order legally to constitute such special meeting, provided a quorum shall be present thereat.

Section 10. Regular Meetings. Regular meetings of the Board of Directors shall be held at least once between annual meetings of the Association, at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings of the Board of Directors shall be given to each Director, by mail, facsimile transmission, telephone or personally at least ten (10) business days prior to the date named for such meeting.

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) business days' notice to each Director, given by mail, facsimile transmission, telephone or personally, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Directors.

Section 12. Telephone Meetings. To the extent permitted by law, members of the Board of Directors may participate in any meeting of the Board of Directors by means of a conference telephone or other communication equipment if all persons participating in such meeting can hear each other at the same time. All participating Directors shall be informed that a meeting is taking place at which official business may be transacted. If requested by a Director, minutes of the meeting shall be prepared and distributed to each Director. Such participation shall constitute presence in person at any such meeting.

Section 13. Waiver of Notice. Any Director at any time in writing, signed by the Director entitled to the notice, and filed with the minutes or corporate records, may waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall constitute a waiver of notice by such Director of the time and place of such meeting, unless such attendance is for the purpose of objecting to such meeting or matter not noticed in conformity with these Bylaws and the Director does not thereafter vote or assent to the action to which objection was made. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 14. Quorum; Voting of Board of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present or a sole present Director may adjourn the meeting from time to time. At any such reconvened meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 15. Board Deadlock. In the event a majority of the Board of Directors are unable to agree upon any particular action, then any member of the Board of Directors may direct that the matter be voted on by the Unit Owners, in which event such Director shall call a special meeting of the Unit Owners for the purpose of having a vote of the Unit Owners to decide upon any such action and for such other purposes as may be set forth in the notice for the special meeting.

Section 16. Compensation. No Director shall receive any compensation for acting as a Director; provided, however, that a Director may be reimbursed for expenses incurred by the Director to the extent such expenses are deemed to be reasonable and appropriate, and are otherwise authorized, by the Board of Directors.

Section 17. Conduct of Meetings. All resolutions adopted by the Board of Directors and all transactions and proceedings occurring at all meetings of the Board of Directors shall be held in a Minute Book maintained for the Board by the Secretary. The then current Rules of Order or any other rules of procedure at any time or from time to time acceptable to a majority of the Board of Directors shall govern the conduct of the meetings of the Board of Directors when not in conflict with the Declaration, these Bylaws or the Act.

Section 18. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at a meeting may be taken without a meeting if all of the members of the Board of Directors shall consent in writing to such action. A consent has the same force and effect as a vote of the Board of Directors taken at a meeting. Any such unanimous written consent shall be filed with the minutes of the proceedings of the Board of Directors.

Section 19. Indemnification. The term "Statute," as used in this Section 19, shall mean Sections 181.0871 through 181.0889 of the Wisconsin Nonstock Corporation Law and all amendments thereto which permit or require the Association to provide broader indemnification rights than prior to the amendment. All other capitalized terms used in this Section 19 and not otherwise defined herein shall have the meaning set forth in Section 181.0871 of the Statute. The Association shall, to the fullest extent permitted or required by the Statute, indemnify each Director and officer against any and all liabilities, and advance any and all reasonable expense as incurred by a Director or officer, arising out of or in connection with any proceeding to which such Director or officer is a party because he is a Director or officer of the Association. A director or officer who seeks indemnification shall make a written request therefore to the Association. The Association shall also indemnify its employees acting within the scope of their duties as employees, 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 to which such person may be entitled under any written agreement, Board of Directors resolution, vote of the Association, the Statute or otherwise. The Association may, but shall not be required to, supplement the right to indemnification against liability and advancement of expenses under this Section 19 by the purchase of insurance on behalf of any one or more of such persons, whether or not the Association would be obligated to indemnify such person under this Section 19. If the Association indemnifies or advances expenses to a Director or officer in connection with a proceeding by or in the right of the Association, the Association shall report the indemnification or advance in writing to the members with or before notice of the next meeting of Unit Owners.

Section 20. Common or Interested Directors. Each member of the Board of Directors shall exercise said member's powers and duties in good faith and in the best interests of the Condominium. No contract or other transaction between the Association and any of its officers or directors, or between the Association and any corporation, firm or association (including Declarant) in which any of the officers or Directors of the Association are directors or officers or are pecuniarily or otherwise interested, is or shall be either void or voidable because of such relationship or interest or because any such officer or director is present at the meeting of the Board of Directors or any committee thereof which authorizes, approves or ratifies such contract or transaction, or because said officer's or director's vote(s) is (are) counted for such purpose, if any of the conditions specified in any of the following subparagraphs exists:

(a) The material facts of such relationship or interest are disclosed or known to the Board of Directors or committee which authorizes, approves or ratifies such contract or transaction in good faith and by a vote sufficient for the purpose, without counting the vote(s) of such interested officers or directors; or

(b) The material facts of such relationship or interest are disclosed or known to Unit Owners holding at least a majority of all of the votes in the Association and such Unit Owners authorize, approve or ratify such contract or transaction in good faith and by a vote sufficient for the purpose; or

(c) Such contract or transaction was fair and commercially reasonable to the Association in view of all the facts known to any officer or member of the Board of Directors at the time it was authorized, ratified, approved or executed.

Any common or interested officer or director may be counted in determining the presence of a quorum at any meeting of the Board of Directors or committee thereof which authorizes, ratifies or approves any contract or transaction. Arrangements between the Association and Declarant or the initial Managing Agent shall be deemed to satisfy the requirements of this Section.

Section 21. Committees. The Board of Directors from time to time may appoint (and expand and/or disband) such committees from among its own membership and/or from among the Association as the Board of Directors from time to time as it deems desirable to assist in the administration or operation or affairs of the Condominium.

Section 22. Lawsuits. The Board shall not commence a lawsuit (other than to collect assessments, or enforce the terms and conditions of the Condominium Documents) until such action shall have been approved by Unit Owners owning Units to which at least seventy-five percent (75%) of the votes in the Association appertain.

ARTICLE IV
Officers

Section 1. Designation. The principal officers of the Condominium shall be a President, a Vice President, a Secretary and a Treasurer. The Board of Directors may appoint an assistant treasurer, an assistant secretary and/or such other officers as in its judgment may be necessary or desirable. All offices shall have the duties normally incident to their respective offices in a Wisconsin business corporation and such other additional duties as from time to time shall be assigned by the Board of Directors included, but not limited to, the following:

(a) President. The President shall be the chief executive officer of the Association, preside at all meetings of the Association and of the Board of Directors; have general and active management of the business of the Association subject to the control of the Board; see that all orders and resolutions of the Board are carried into effect; sign all leases, mortgages, deeds and other written instruments and co-sign all checks if required to do so by resolution of the Board of Directors; and appoint committees from among the Unit Owners from time to time as the President may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

(b) Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other director to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed by the Board of Directors or by the President.

(c) Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors; have charge of such books and papers as the Board may direct; give or cause to be given all notices required to be given by the Association; maintain a register setting forth the place to which all notices to Unit Owners and Eligible Mortgagees hereunder shall be delivered; shall arrange for the counting of votes taken at any meeting; and, in general, perform all the duties incident to the office of secretary.

(d) Treasurer. The Treasurer shall be responsible for Association funds and securities; keep full and accurate financial records and books of account showing all receipts and disbursements; prepare all required financial data, including the annual budgets; deposit all monies and other valuable effects in the name of the Board of Directors or the Unit Owners' Association, in such depositories as may from time to time be designated by the Board; sign checks of the Association; and, in general, perform all the duties incident to the office of treasurer.

Section 2. Qualifications. All officers shall be Unit Owners, or partners, officers, directors, trustees, agents or employees of Unit Owners who are not natural persons. The President and Secretary shall be members of the Board of Directors. Any officers other than the President and the Secretary may be, but shall not be required to be, members of the Board of Directors.

Section 3. Election. The officers of the Condominium shall be elected annually by the Board of Directors at the organizational meeting following each annual meeting of the Association, and shall hold office at the pleasure of the Board of Directors.

Section 4. Removal or Resignation of Officers. Any officer may be removed, either with or without cause, upon the affirmative vote of a majority of the members of the Board of Directors. Any officer may resign at any time, by delivering notice to the Association. The resignation is effective when the notice is delivered, unless the letter specifies a later effective date and the Association accepts the later effective date. Any officer shall be deemed to have resigned upon divestiture of title in fee or by lease for a term or terms of six (6) months or more of the Unit owned by such officer (or such officer's corporation, partnership, trust, principal or employer, if the Unit Owner is not a natural person), unless such officer (or such officer's corporation, partnership, trust, principal or employer) acquires or contracts to acquire another Unit under terms providing for a right of occupancy effective as of or before the termination of the right of occupancy pursuant to such divestiture or such officer is not required to be a Unit Owner. Any vacancy in an office shall be filled by the Board of Directors at a regular meeting or at a special meeting called for such purpose.

Section 5. Agreements, Contracts, Deeds, Checks, Etc. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium or the Association for expenditures or obligations in excess of Five Thousand Dollars ($5,000.00) shall be executed by any two officers of the Condominium Association or by such other person or persons as may be designated by the Board of Directors. All such instruments for expenditures or obligations of Five Thousand Dollars ($5,000.00) or less may be executed by any one officer of the Condominium Association or by such other person as may be designated by the Board of Directors.

Section 6. Compensation of Officers. No officer shall receive any compensation for acting as an officer; provided, however that an officer may be reimbursed for expenses incurred by such officer to the extent such expenses are deemed to be reasonable and appropriate, and are otherwise authorized, by the Board of Directors.

ARTICLE V
Assessments

Section 1. Fiscal Year. The fiscal year of the Condominium shall be the calendar year.

Section 2. Adoption of Budget. Declarant shall determine the budget for the initial partial first fiscal year and the first complete fiscal year after recording of the Declaration. Each

year thereafter, at least thirty (30) days before the beginning of the new fiscal year, the Board of Directors shall adopt a budget for the Condominium containing an estimate of the total amount which it considers necessary to pay the cost of the Common Expenses (net of all common profits) for the ensuing fiscal year (including, without limitation, such reasonable amounts as the Board of Directors shall deem sufficient to provide working capital for the Association, including, without limitation, meeting the obligations, if any, of the Association under the Easements and Agreements as set forth in the Declaration and including also a general operating reserve, reserves for repair and replacement of Common Elements and reserves for contingencies). Before the first day of each fiscal year, the Board of Directors shall send to each Unit Owner a copy of such budget and a statement setting forth the obligation of each Unit Owner pursuant to the provisions of this Article to pay its allocable share of the Common Expenses based upon such budget. The Board of Directors may revise the budget from time to time as it shall deem necessary or appropriate and shall promptly give each Unit Owner notice thereof.

Section 3. Effect of Failure to Adopt Budget. The failure or delay of the Board of Directors to adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay said Unit Owner's allocable share of the Common Expenses as provided in this Article. In the absence of any annual budget, each Unit Owner shall continue to pay the monthly (or such other period as may be selected by the Board of Directors) charge at the rate established for the previous fiscal year until the installment which is due more than ten (10) days after a new annual budget shall have been adopted and notice of new assessments have been given to Unit Owners. The new assessments shall be adjusted by taking any additional amounts owed by a Unit as a result of the rate for the previous fiscal year being less than the rate reflected in the new budget and divided the aggregate of such amounts by the number of months remaining in the current fiscal year.

Section 4. Assessment of Common Expenses.

(a) The total amount of the estimated Common Expenses (including reserves) as set forth in the budget or budgets of the Condominium for any fiscal year shall be assessed against all Units based on each Unit's Percentage Interest, except as set forth below. If and to the extent the Board determines that expenses can be allocated to individual Units based on usage or benefit derived, the Board will, acting reasonably and in good faith, so allocate such expenses to individual Units on the basis of the Board's best estimate of each Unit's percentage of usage or benefits derived from such category of expense. Notwithstanding anything to the contrary contained herein, to the extent practicable and commercially reasonable, any contracts entered into by the Board to provide services to the Condominium shall separately allocate all charges to be paid thereunder to the Units, Common Elements or Limited Common Elements that will be served, and the Board shall assess the Units for such charges on the basis of such allocation. If charges are separately allocated to Units and Common Elements, the charges allocable to the Common Elements shall be assessed against the Units in the same proportion as the charges for such contract are allocated to the Units.

Common Expenses allocable to Limited Common Elements shall be directly assessed against the Unit or Units to which such Limited Common Elements are appurtenant. If Limited

Common Elements are appurtenant to more than one Unit, then charges allocable thereto shall be shared among the Units to which such Limited Common Elements are appurtenant on the basis of said Units' Percentage Interests, inter se; provided, however, that the costs and expenses associated with the Boat Slips, Docks and Riverwalk, shall be assessed on a pro-rata basis to the Commercial Units and to the Residential Units based on the number of Boat Slips then appurtenant or assigned to said Units as compared to the total number of Boat Slips on the Riverwalk.

Any special privilege fees levied against the Association for extensions of balconies into the public right of way, sidewalk modification or other reasons shall be considered Common Expenses, assessable against the such Unit Owner or Owners owning such Units to which the balcony is attached, sidewalk abuts or the Unit for which the cause of the special privilege fee primarily benefits.

(b) Common expenses assessed for a fiscal year shall be deemed assessed for, with respect to and as of the first day of each fiscal year of the association even though payable in installments. The assessment made against each Unit for each fiscal year shall set forth separately such Unit's share of the amount of the total assessment allocated to normal and recurring expenses of administration, management, operation and repair, including without limitation, costs incurred pursuant to the Easements and Agreements as set forth in the Declaration and the amount of the total assessment allocated to each category of reserves included in the budget. On or before the first day of each fiscal year, and the first day of each of the succeeding eleven (11) months (or, if the Board of Directors so designates, three (3) quarters or six (6) month period) in such fiscal year, each Unit Owner shall be obligated to pay to the Board of Directors or the Managing Agent (as determined by the Board of Directors) one-twelfth (1/12th) (or, if the Board of Directors so designates, one-fourth (1/4) or one-half (1/2)) of the assessment for Common Expenses for such fiscal year. Notwithstanding the existence of a dispute between any or all of the Unit Owners and the Association and/or the Board of Directors with respect to the budget, any assessment or special assessment, or any Common Expense or otherwise, all Unit Owners shall timely pay all assessments. If the Board of Directors revises a budget during any fiscal year, the Board of Directors may specify the day as of which Common Expenses based on such revision shall be deemed to be assessed. In the absence of such specification, the Common Expenses based on such revision shall be deemed assessed as of the first day of the month following the action of the Board of Directors. Within ninety (90) days after the end of each fiscal year, the Board of Directors shall supply to all Unit Owners an itemized accounting of the Common Expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget (or any revised budget) adopted by the Board of Directors for such fiscal year. Any amount accumulated in excess of the amount required for actual expenses and reserves shall, in the discretion of the Board of Directors, either (i) be credited, in proportion to each Unit Owner's obligation to pay Common Expenses, to the next monthly installments due from Unit Owners, or (ii) refunded among Unit Owners who paid such assessments in proportion to their payments, or (iii) added to the applicable category of reserves until exhausted. Any net shortage, including, without limitation, those arising from the failure of any Unit Owner to pay any assessments levied against its Unit, shall be assessed against Unit Owners then of record in proportion to each Unit Owner's obligation to pay Common Expenses and shall be payable, in the discretion of the Board

of Directors, either (i) in full, with payment of the next due installment, or (ii) in not more than twelve (12) equal monthly installments, beginning with the next due installment.

Section 5. Reserves. The Board of Directors shall build up and maintain adequate reserves for working capital and for repairs to and replacements of the Common Elements and may establish reserves for general operations, contingencies or other matters. If the Board of Directors deems it advisable, funds accumulated for reserves may be kept in separate bank accounts. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves as appropriate in the discretion of the Board of Directors. Except where an emergency requires an expenditure to prevent or minimize loss from damage to, or deterioration of, the Common Elements, reserves accumulated for one purpose may not be expended for any other purpose unless approved by the Association.

Section 6. Special Assessments. If reserves established and maintained in accordance with this Article shall be inadequate for any reason, including the non-payment of any Unit Owner's assessments, the Board of Directors may at any time or from time to time assess a special assessment in order to defray, in whole or in part, extraordinary expenditures, including, without limitation, any shortage or loss incurred or suffered in a fiscal year, any costs incurred under any easement to which the Association is a party or to which the Condominium is subject, or the cost of any construction, reconstruction or replacement of, or insurance covering the Common Elements. Such special assessments shall be levied against all Unit Owners equally in proportion to each Unit Owner's obligation to pay Common Expenses, unless such special assessments are levied in connection with Limited Common Elements. If such special assessments are levied in connection with Limited Common Elements, then such special assessment shall be levied against such Unit Owner or Unit Owners owning Units to which such Limited Common Elements appertain in proportion to the relative obligation of such Units to pay Common Expenses, inter se; and special assessments levied in connection with the Boat Slips, Docks and Riverwalk shall be assessed on a prorata basis to the Commercial Units and to the Residential Units based on the number of Boat Slips then appurtenant or assigned to said Unit as compared to the total number of Boat Slips on the Riverwalk. Additionally, any special privilege fees levied against the Association for extensions of balconies into the public right of way, sidewalk modification or other reasons shall be assessed against the such Unit Owner or Owners owning such Units to which the balcony is attached, sidewalk abuts or the Unit which the cause of the special privilege fee primarily benefits. Said special assessments may be payable, as the Board of Directors may determine, in lump sum or in installments. The Board of Directors shall serve notice of any such special assessments on all assessed Unit Owners by a statement in writing giving the amount of and reasons for such special assessment, which special assessment shall, unless otherwise specified in the notice, become payable with the next due monthly installment which is due more than ten (10) days after the giving of such notice. All assessed Unit Owners shall be obligated to pay the adjusted monthly amount or, if the special assessment is not payable in installments, the amount of such assessment. If a Unit Owner is responsible or liable for certain costs and expenses incurred by the Association as a result of the negligence, misuse or neglect of any Unit Owner, or of any Unit Owner's tenant, subtenant, occupant or invitee or of any member(s), employee(s), agent(s), licensee(s) or invitee(s) of such Unit Owners or of such Unit Owner's tenant, subtenant, occupant or invitee, then all such costs and expenses

so incurred by the Association shall be deemed to be a special assessment levied against such Unit Owner in accordance with the terms hereof and in the event of any failure by such Unit Owner to pay any such special assessment, the Association shall have all rights and remedies provided in Article V in connection with a failure of a Unit Owner to pay Common Expenses or other assessments when due.

Section 7. Working Capital Fund. There shall be established an initial working capital fund through the payment made by each Unit Owner of an amount equal to twice the monthly installments for Common Expenses for such Unit under the budget then in effect. Declarant shall deliver such funds so collected to the Board of Directors to provide working capital for the Association. Except as otherwise set forth herein, neither Declarant, any Eligible Mortgagee who obtains title to Unit by foreclosure or deed in lieu thereof, any purchaser at a foreclosure sale, nor any purchaser upon a resale of a Unit, shall be required to pay working capital assessments. The working capital fund may be used for any lawful purpose, as the Board of Directors from time to time shall determine.

Section 8. Obligation to Pay Common Expenses. Except as more particularly set forth in the Declaration with respect to Declarant, each Unit Owner shall be obligated to pay its proportionate share, determined as more particularly set forth in Section 4 of this Article V, of the Common Expenses, including those Common Expenses associated with Limited Common Elements, the Easements and Agreements as set forth in the Declaration, assessed by the Board of Directors pursuant to these Bylaws. Each Owner of any Unit, by acceptance of a Unit Deed therefore, whether or not it is so expressed in such deed, shall be deemed to covenant and agree with the Association, and each other Unit Owner, to pay all such Common Expenses and other assessments coming due with respect to such Unit while he is the Owner thereof, with interest thereon and costs of collection thereof. No Unit Owner may be exempted from liability to contribute toward payment of the Common Expenses or other assessments by waiver of the use or enjoyment of any of the Common Elements or by abandonment of its Unit. No Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against said Unit Owner's Unit subsequent to the perfection of a sale or other divestiture of title, by operation of law or otherwise, of such Unit by such Unit Owner, although such Unit shall be subject to a continuing lien in favor of the other Unit Owners enforceable by the Association as more particularly set forth below. Subject expressly to and except as otherwise provided in Section 10 of this Article, the purchaser of a Unit or other successor Unit Owner shall be liable jointly and severally with the divesting Unit Owner for all unpaid assessments which have become due and payable against such divesting Unit Owner's Unit prior to and up to the time of divestiture, without prejudice, however, to any rights of such successor owner to recover from the divesting Unit Owner; provided, however, that any such divesting Unit Owner and successor upon written request shall be entitled to a recordable statement from the Board of Directors or Managing Agent setting forth the amount of the unpaid assessments against the divesting Unit Owner's Unit, and such successor shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount set forth in such statement. Failure to furnish or make available such statement within ten (10) business days after receipt by the Association of a second written request therefore, which request shall be given no sooner than ten (10) days and no later than thirty (30) days after the giving of the first written request therefore, shall extinguish the lien for then unpaid assessments. Notwithstanding anything to the

contrary contained in the foregoing, payment of a fee of Twenty-five Dollars ($25.00) or, if greater, the lesser of the amount assessed by the Board of Directors therefore or the maximum amount allowable under the Act shall be required as a prerequisite to the issuance of such a statement.

Section 9. Lien for Assessments. The total annual assessment against each Unit Owner for Common Expenses and any special assessment levied pursuant to these Bylaws, together with interest thereon, and the expenses of the proceedings, including reasonable attorneys' fees, hereby is declared to be a lien against the Unit of such Unit Owner for the benefit of and enforceable by the Association until full payment thereof, which lien shall bind such Unit in the hands of the then Unit Owner, its successors in title and assigns (such lien to be inclusive of, but not limited by, the lien provided by the Act), which lien shall be enforced pursuant to Section 703.16 of the Act, as amended and renumbered from time to time, and as provided by law. The Unit Owner shall continue to be personally liable after disposition of the Unit for payment of such Common Expenses and other assessments assessed prior to the Unit Owner conveying the Unit within the purview of the Act.

Section 10. Subordination and Mortgagee Protection. Notwithstanding any other provision of the Declaration or these Bylaws to the contrary, any lien for assessments shall be subordinate to the rights of the holder of a mortgage made in good faith, for value received, and recorded prior to the date such assessment became due and payable, and such mortgagee or the purchaser at a foreclosure sale, their successors and assigns, shall not be liable for and such Unit shall not be subject to a lien for the payment of assessments which have become due and payable prior to the acquisition of title or the taking of possession (whichever first occurs) of such Unit pursuant to a decree of foreclosure, or any proceeding or conveyance in lieu of foreclosure; provided, that such subordination shall apply only to assessments which have become due and payable prior to such acquisition of title or the taking of possession of such Unit, and such mortgagee or purchaser, their successors and assigns, shall be liable for and such Unit shall be subject to a lien for assessments thereafter becoming due and payable. Any such unpaid assessments for which such mortgagee or purchaser, their successors and assigns, shall not have liability pursuant to this Section shall constitute a Common Expense for which each Unit Owner, including such mortgagee or purchaser, their successors and assigns, shall be liable in proportion to each Unit Owner's obligation to pay Common Expenses.

Section 11. Collection of Assessments. The Board of Directors, or the Managing Agent at the request of the Board of Directors, shall take prompt action to collect any assessments for Common Expenses due from any Unit Owner which remain unpaid for more than thirty (30) days from the due date for payment thereof.

Section 12. Late Payment Penalty. In the event of a default by any Unit Owner in paying any Common Expenses or any other sum assessed against the Unit Owner which default continues for a period in excess of ten (10) days, such Unit Owner shall be obligated to pay a late payment penalty in the amount of five percent (5%) of the entire amount of the installment of Common Expenses or other sums which were due, or such other amount as from time to time shall be determined by the Board of Directors and written notice of which is given to the Unit Owners, and interest on the amount of such assessment from the due date thereof at the lesser of:

(a) the greater of: (i) eighteen percent (18%) per annum or (ii) five percent (5%) over the "prime rate" as such rate is printed in the Wall Street Journal, from time to time as its "prime rate" or (b) the highest interest rate permitted by law (the "Default Rate").

Section 13. Default in Payment of Common Expenses. In addition to the late payment penalty set forth in Section 12 above, the Board of Directors shall have the right and duty to attempt to recover such Common Expenses, together with interest thereon, and the expenses of the proceedings, including attorneys' fees, in an action brought against such Unit Owner, or by foreclosure of the lien on such Unit described in Section 9 hereof and by Section 703.16 of the Act. The Board of Directors shall also have the right to prohibit such Unit Owner from voting at a meeting of the Association or serving on the Board of Directors if the Association has recorded a statement of condominium lien on such Unit and the amount necessary to release the lien has not been paid at the time of the meeting. The Board may also bring an action to recover the same with respect to any Subdivided Unit against Owners of Subunits to the extent of their respective percentage interests in the common elements of the Subcondominium, or by foreclosure of the liens on the Subunits in the manner provided for in Section 9 of this Article V, and such shall be provided for in the Subcondominium Documents.

Section 14. Foreclosure of Liens for Unpaid Common Expenses. In an action brought by the Board of Directors to foreclose a lien on a Unit because of unpaid Common Expenses, the Unit Owner shall be required to pay a reasonable rental for the use of said Unit Owner's Unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect such rental. The Board of Directors shall also have the right to accelerate annual assessments remaining unpaid with respect to a Unit in connection with a foreclosure action with respect to any such lien. The Board of Directors, acting on behalf of all Unit Owners and by unanimous vote of all of the Directors, other than any Director appointed by the Unit Owner of the Unit affected by said lien, shall have the power to purchase such Unit at the foreclosure and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same after such purchase. A suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same.

Section 15. Accounts. Except as otherwise provided in this Article, all sums collected by the Board of Directors with respect to assessments against the Unit Owners may be commingled into a single fund, but shall be held for each Unit Owner in accordance with such Unit Owner's allocable share of the Common Expenses.

Section 16. Books and Accounts. Books and accounts of the Condominium shall be kept under the direction of the Treasurer in accordance with standard bookkeeping procedures. Such books and accounts shall detail the receipts and expenditures of administration and operation of the Condominium, and shall specify the maintenance, repair and service expenses and any other expenses incurred. The amount of any special assessment required for payment of any capital improvement of the Condominium shall be credited upon the books of the Condominium to the "Paid in Surplus" account as a capital contribution.

Section 17. Inspection of Books. The books and accounts of the Condominium shall be available for examination by the Unit Owners and contract purchasers, and/or their duly

authorized agents or attorneys, and to the holder of any Eligible Mortgage, and/or its duly authorized agents or attorneys, during normal business hours set and announced for general knowledge within a reasonable time after request therefore.

Section 18. Statement of Common Expenses. The Board of Directors shall promptly provide to any Unit Owner, contract purchaser or mortgagee so requesting the same in writing a written statement of all unpaid assessments due from such Unit Owner. A fee of Twenty-five Dollars ($25.00) or, if greater, the lesser of the amount assessed by the Board of Directors therefore or the maximum amount allowed by law may be charged by the Board of Directors for such statement to defray the cost of rendering the same.

Section 19. Utilities. The cost of utilities serving the Condominium not individually metered to a Unit shall be Common Expenses allocated pursuant to Section 4 of this Article V.

Section 20. Audit. The Board of Directors may in its discretion from time to time order an independent audit of all books and records. The cost of such audit shall be a Common Expense.

ARTICLE VI
Repair, Improvement and Use

Section 1. Maintenance and Repair.

(a) By the Association. Except as otherwise provided in this Section or by the provisions of these Bylaws or the Declaration, the Association shall be responsible for the maintenance, repair and replacement of the Common Elements, including the Limited Common Elements, whether located inside or outside of Units, for the performance of any obligations of the Association pursuant to any easements and agreements to which the Association is a party or otherwise bound, for the operation, maintenance, repairs and replacements to the exterior surfaces and structural components of the Building, whether or not included solely within the boundaries of a Unit, including, but not limited to, exterior walls and all structural elements and for the maintenance of public sidewalks adjacent to the Property. The cost of the maintenance, repair and replacement for all Common Elements, including Limited Common Elements, whether located inside or outside of Units and the performance of any obligations of the Association pursuant to any easements and agreements to which the Association is otherwise bound shall be a Common Expense to be paid in accordance with Article V, except to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner or its tenant, subtenant, occupant or invitee, or any of their member(s), employee(s), agent(s), licensee(s) or invitee(s) in which case such expense shall be charged to such Unit Owner as a special assessment and in the event the Unit Owner fails to pay any such assessment, then the Association shall have all of the rights and remedies set forth in Article V in connection with the failure of any Unit Owner to pay Common Expenses or other assessments. The costs incurred by the Association, if any, of maintenance, repair and replacement of any and all items included as part of the Units, including, without limitation, doors, windows, roofs and floors shall be charged to the Unit Owner in whose Unit said item is located in the same manner as a special assessment and in the event any such Unit Owner fails to pay such assessment, then the Association shall

have all of the rights and remedies set forth in Article V in connection with the failure of any Unit Owner to pay Common Expenses or other assessments.

(b) By the Unit Owner.

(1) Each Unit Owner shall be responsible at its own expense for the maintenance, repair, replacement and operation of such Unit Owner's Unit and all parts thereof, whether structural or nonstructural, ordinary or extraordinary, including, without limitation, nonbearing walls, non-bearing floors, ceilings, roofs, doors, windows, elevators, HVAC, electrical, mechanical, plumbing and other systems within a Unit (other than the operation, maintenance, repairs and replacements to be performed by the Association, as provided in Section 1(a), above). Each Unit Owner promptly shall report to the Board of Directors or the Managing Agent any defect or need for repairs for which the Association, its successors and assigns, is responsible.

(2) Each Unit Owner shall perform normal maintenance to any Limited Common Element appurtenant solely to such Unit Owner's Unit and shall keep such Limited Common Element in a clean, safe and sanitary condition.

(3) Each Unit Owner shall be responsible for all damage to any and all other Units, to the Common Elements, resulting from such Unit Owner's failure to maintain or make any of the repairs required to be made pursuant to this Section. Each Unit Owner also shall be responsible for any cost and expense charged to such Unit Owner under Article V of the Declaration, and the expense of any maintenance, repair and/or replacement of any of the Common Elements, including the Limited Common Elements if, in the opinion of not less than a majority of the members of the Board of Directors, such expense was necessitated by the negligence, misuse or neglect of any Unit Owner(s), or of any Unit Owner's tenant, subtenant, occupant or invitee, or of any member(s), employee(s), agent(s), licensee(s) or invitee(s) of such Unit Owner(s) or of such Unit Owner's tenant, subtenant, occupant or invitee. All structural repairs or replacements of any and all Common Elements, including the Limited Common Elements, made pursuant to this paragraph shall be made by the Association, but the cost thereof shall be borne by the party(ies) responsible therefore as herein provided.

(c) Manner of Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and installation, or as otherwise agreed to by a majority of the Board of Directors.

Section 2. Right of Access. By acceptance of a deed of conveyance, each Unit Owner thereby grants a right of access to said Unit Owner's Unit, including, without limitation, the right of access provided by Section 703.32 of the Act, as the same may be amended and renumbered from time to time, to the Association, the Board of Directors or the Managing Agent, their respective agents and employees, or any group of the foregoing, for the purpose of enabling the exercise and discharge of their respective powers and responsibilities, including without limitation making inspections, correcting any condition originating in a Unit and threatening another Unit or the Common Elements, performing installations, alterations or

repairs to the mechanical or electrical services or the Common Elements in a Unit or elsewhere in the Condominium, or to correct any condition which violates the provisions of the Declaration, these Bylaws, the Rules and Regulations or any Eligible Mortgage, provided, that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. Notwithstanding the foregoing, in case of an emergency, such right of entry shall be immediate and without notice, whether the Unit Owner is present at the time or not. Any exercise of the rights herein conferred to the extent practicable shall be in a manner so as not to interfere unreasonably with the use of a Unit. In the event of the exercise of the right of access provided in this Section 2, all costs for repairs (including repairs of damage caused by such entry) shall be borne in accordance with the provisions of Section 1 of this Article VI.

Section 3. Additions, Alterations or Improvements.

(a) By the Association. Whenever, in the determination of the Board of Directors, the Common Elements shall require any construction, installation, placement, addition, alteration or improvement, then the Board of Directors shall proceed with such construction, installation, placement, addition, alteration or improvement and shall assess all Unit Owners for the cost thereof as a Common Expense pursuant to Article V. Notwithstanding the foregoing provisions of this Section, if in the opinion of not less than a majority of the members of the Board of Directors any addition, alteration or improvement is or shall be exclusively or substantially exclusively for the benefit of any Unit Owner or Owners requesting the same, such requesting Unit Owner(s) shall be assessed therefore in such proportion as they jointly shall approve, or, if they are unable to agree thereon, in such proportions as may be determined by the Board of Directors.

(b) By the Unit Owners. No Unit Owner shall make any addition, alteration or improvement in or to said Unit Owner's Unit which will or may impair the structural integrity or mechanical, electrical or plumbing systems of the Building or of the Condominium, and interior partitions contributing to the support of any Unit or the Building shall not be altered or removed. No Unit Owner shall make any addition, alteration or improvement, or shall change, in any way, the appearance of the Common Elements or the exterior appearance of any Unit (including, without limitation, balconies, entranceways and windows) without prior approval of the Board of Directors. If application to any governmental authority for a permit to make an addition, alteration or improvement requires execution by the Association and, if applicable, provided consent of the Board of Directors has been given, then the application shall be executed on behalf of the Association by the Board of Directors or any officer designated by the Board of Directors, without, however, incurring any liability to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The foregoing provisions of this paragraph shall not apply to Units owned by Declarant before deeds of conveyance to such Units shall have been delivered. Declarant shall have the right to make any such alterations without the consent of the Board of Directors or any Unit Owner or Eligible Mortgagee, and the Board of Directors shall execute any such application required to accomplish the same.

Section 4. Use of Units and Common Elements. Each Unit and the Common Elements shall be occupied and used in accordance with the provisions of Article VI and Article VII of the Declaration and as follows:

(a) No Unit Owner shall lease a Unit or any part thereof, other than by written instrument which shall (i) require the tenant thereunder to comply with the Act, the Declaration, these Bylaws and the Rules and Regulations, as any of the same from time to time may be amended and (ii) provide that any failure to so comply shall constitute a default thereunder.

(b) Nothing shall be done or kept in any Unit or in or on the Common Elements which will increase the rate of insurance for the Condominium, without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in a Unit or in or on the Common Elements which will result in the cancellation of insurance on the Condominium or which would be in violation of any public law, ordinance or regulation. No waste will be committed in, on or to the Common Elements. Nothing herein shall in any way be deemed to limit or proscribe the activities of Declarant.

(c) No Unit, except those Units owned by Declarant, shall be subjected to or used for any fractional interest ownership, cooperative, licensing or other arrangement that would entail weekly, monthly, or any other type of revolving or periodic occupancy by multiple unit owners, cooperators, licensees, or fractional interest owners, except those parking spaces within the Parking Unit.

(d) The Common Elements shall be used only for the furnishing of the services and facilities for which they reasonably are suited and which are incident to the use and occupancy of the Units and, by Declarant, for promotional marketing, and display purposes.

(e) No person may post any advertisement, poster or sign of any kind on the exterior of a Unit or in the windows of a Unit, except in the windows of a Commercial Unit, but only as permitted in subsection (t) below, or except when required by law; provided, however, that any sign required by law shall not under any circumstances be larger than 2' by 2' and provided, further, that holiday decorations may be displayed on the interior of windows during a reasonable period of time during which the applicable holiday falls, but in no event to exceed forty-five days (a "Reasonable Holiday Period"). The right is reserved by Declarant or its agents to use any unsold Unit or Units or any Unit or Units leased by Declarant for sales, resales and/or rental offices and/or for any other lawful purpose or purposes, and to display "For Sale", "For Rent" and "development" signs of any size on the Common Elements, or on any such Unit or on the Building where such Unit is located.

(f) A Unit Owner or occupant shall not cause anything to be affixed or attached to, hung, displayed or placed on exterior walls, doors, balconies or windows of the Building; provided, however, that holiday lights and decorations may be displayed on the interior of windows during a Reasonable Holiday Period; provided, however, Commercial Units may have signage on the interior of the windows of the Unit so long as such signage either is (i) pre-approved by Declarant in writing for so long as Declarant owns a Unit and thereafter pre-approved by the Board in writing or (ii) in full compliance with the applicable Rules and

Regulations. In addition, the Commercial Units may have limited exterior identification signage on the exterior glass of the Unit that are constructed of concrete; provided that the design, size, materials, lighting and content of any and all such signs shall be subject to the prior written approval of Declarant for so long as Declarant owns a Unit and thereafter subject to the written approval of the Board of Directors.

(g) No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the company or governmental agency providing trash removal services for disposal or collection shall be complied with and all receptacles for storage or disposal of such material shall be kept in a clean and sanitary condition.

(h) The loading dock and freight service elevator may be used for ordinary loading and unloading from 9:00 a.m. to 5:00 p.m., 7 days a week and for moving purposes only from 9:00 a.m. to 5:00 p.m. on Saturdays and Sundays. The loading dock and freight service elevator shall not be used for moving purposes on business days. The Board of Directors may grant exceptions to this rule if the Board of Directors determines, in its sole discretion, that undue hardship would result from the strict enforcement of this provision.

Section 5. Rules and Regulations. Rules and Regulations concerning the operation and use of the Common Elements may be promulgated, amended and/or repealed by the Board of Directors, provided, that such Rules and Regulations are not contrary to or inconsistent with the Act, the Declaration or these Bylaws. Copies of and changes to the Rules and Regulations shall be furnished by the Board of Directors to each Unit Owner prior to the time when the same shall become effective.

ARTICLE VII
Alienation of Condominium Units

Section 1. No Severance of Ownership. Except to the extent otherwise expressly provided by the Declaration, these Bylaws or the Act and except as expressly set forth in the Declaration and these Bylaws with regard to the Parking Space(s) in the basement parking area, the undivided interest in the Common Elements allocated to any Unit shall not be altered and any purported transfer, encumbrance or other disposition of such interest without the Unit to which it appertains shall be void. A Unit Owner's sale of its Unit shall include the sale of (a) the undivided percentage interest in the General and Limited Common Elements appurtenant thereto; (b) the interest of such Unit Owner in any Units theretofore acquired by the Association, or its nominee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; and (c) the interest of such Unit Owner in any other assets of the Association (the interests described in subparagraphs (a), (b) and (c) hereof are hereinafter collectively called the "Appurtenant Interests"). No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to its Unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so

omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred, or otherwise disposed of, except as a part of a sale, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units, except as to the Parking Space(s) in the basement parking area as more particularly set forth herein.

Section 2. Resales of Units.

(a) Resales of Units by Unit Owners other than Declarant are governed by law. Section 703.33 of the Act as the same may be amended and renumbered from time to time, requires a Unit Owner other than Declarant to obtain from the Association and to furnish to said Unit Owner's purchaser prior to the contract date of disposition certain financial and other statements and assurances concerning the Unit and the Condominium. In the absence of a written agreement to the contrary, the failure of the Association to provide such statements and assurances in the manner and within the time periods provided by the Act, shall render, at the option of the purchaser, the contract of purchase void. The Act imposes other obligations on a Unit Owner and contains additional provisions concerning Unit Owners other than Declarant, purchasers and the Association in connection with the resale of a Unit. All Unit Owners are directed to the Act, including, specifically, but without limitation, Section 703.33, prior to entering into a contract for the resale of a Unit.

(b) No Unit Owner shall convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until he or she shall have paid in full to the Association all unpaid common expenses, including, without limitation, special assessments, theretofore assessed by the Board of Directors against said Unit Owner's Unit.

ARTICLE VIII
Insurance

Section 1. Insurance Requirements. To the extent available at commercially reasonable rates and, as applicable, the Board shall obtain and maintain the following insurance in accordance with the provisions of this Article VIII.

(a) Insurance on the Building, including Common Elements and such portions of the Units as are for insurance purposes normally deemed to constitute part of the Building and building systems, but excluding equipment, trade and other fixtures, furniture, carpeting, drapes, furnishings, and other personal property supplied or installed by the Unit Owners so far as any of the same are not, as a matter of law, part of the real estate comprising any Unit (collectively, "Unit Owners' Property") against all risks of direct physical loss or damage in an amount at least equal to the full replacement value thereof and, at the request of a Unit Owner, business interruption insurance in such amounts, and including such coverages, as may be requested by said Unit Owner; provided that such business interruption insurance is then available as an "add on" to, or otherwise pursuant to, the Association's insurance policy(ies); that the additional costs incurred by the Association in connection with such insurance shall be paid for by said Unit Owner and, if not so paid by the Unit Owner, then the Association may levy a special assessment

against the Unit of said Unit Owner and/or, at the Association's sole discretion, the Association may cancel any such insurance; and that if such business interruption insurance is so obtained, the payments made under such business interruption insurance shall first be applied by the Association to pay any amounts due the Association by said Unit Owner and then shall be disbursed to said Unit Owner;

(b) During any period when any repair or reconstruction of the Buildings is taking place pursuant to Article IX and/or Article X and insurance carried under clause (a) above would not be applicable, Builder's Risk Insurance on the Building, with the inclusions and exclusions specified in clause (a) above, in completed value form against all risks of direct physical loss in an amount not less than the amount required by clause (a) above;

(c) Boiler and machinery insurance on the Building and the "Objects" therein (as defined under such insurance) to the extent not covered by insurance carried under clause (a) above, providing minimum coverage of $100,000 per accident per location;

(d) Worker's compensation insurance, employer's liability insurance and nonowned automobile liability insurance with respect to employees of the Association, if any;

(e) Comprehensive general liability insurance with blanket contractual endorsement with a combined single limit of $1,000,000 million per occurrence, for personal and bodily injury, death and property damage, and an "umbrella liability" policy, so-called, with a limit of $10 million per occurrence, or such higher limits as the Board may from time to time determine to be reasonable and proper;

(f) Insurance against damage by such other hazards in such amounts as any mortgage lending institution holding a mortgage on any Unit may require (but excluding coverage required solely by reason of the use or occupancy of a particular Unit); provided, however, that any additional premium incurred thereby shall be chargeable to the Owner of said Unit;

(g) Director's and officer's liability insurance covering each Director and Officer of the Association; and

(h) Such other insurance and endorsements to any of the foregoing insurance as the Board may from time to time determine to be reasonable and proper.

All policies of insurance shall be in such amounts as the Board shall determine consistent with the foregoing provisions. Such policies may provide for a deductible amount from the coverage thereof as the Board may from time to time determine to be reasonable and proper. In the event of any loss which relates solely to the Common Elements, such deductible amount may be assessed to all Unit Owners as a special assessment of Common Expenses hereunder. In the event of any loss which relates in whole or in part to insurable improvements forming part of a Unit, which loss is covered by such insurance, the Board may assess to the Unit Owner of such Unit, as a special assessment, all or part of such deductible amount, such special assessment being in an amount directly proportional to the amount of such loss related to such Unit improvements and the amount of the loss related to the Common Elements. Each Unit Owner

shall be liable for such special assessments in addition to his respective share of the Common Expenses.

All policies of physical damage insurance shall name as insured the Board as insurance trustee for the Association, each Unit Owner, each Eligible Mortgagee and at a Unit Owner's request, any tenant of a Unit, (provided the Unit Owner has notified the Board of the tenant's name, address, the Unit, or portion thereof, being leased, the date of the lease and the term thereof), as their interest may appear, with the standard mortgagee clause in favor of each Eligible Mortgagee, pursuant to such standard condominium property endorsement form as may from time to time be customarily used in Wisconsin. In no event shall such insurance be brought into contribution when insurance is purchased by individual Unit Owners or their Eligible Mortgagees. All policies of physical damage insurance shall provide that adjustment of loss shall be made by the Board.

All policies of physical damage insurance shall provide for waivers of the following rights to the extent that the respective insurers would have the same without such waivers:

(i) subrogation of claims against the Unit Owners or tenants of the Units;

(ii) any defense based on co-insurance;

(iii) any right of set-off, counterclaim, apportionment, proration or contribution by reason of other insurance not carried by the Board;

(iv) any invalidity, other adverse effect, or defense on account of any breach of warranty or condition caused by any Unit Owner or any tenant or occupant of any Unit, or arising from any act, neglect, or omission of any insured or the respective agents, contractors and employees of any insured, or from any vacancy or unoccupancy of any Building;

(v) any right of the insurer to repair, rebuild or replace and, in the event that any Building is not repaired, rebuilt or replaced following total loss, any right to pay under the insurance an amount less than the lesser of the replacement value of the Building or the actual cash value of the Building;

(vi) notice of the assignment of any Unit Owner or Subunit Owner of its interest in the insurance by virtue of a conveyance of any Unit or Units, Subunit or Subunits; and

(vii) any right to require any assignment of any mortgage to the insurer,

and that, notwithstanding the immediately following sentences, such policies may not be canceled or nonrenewed or substantially modified by the insurer without at least 30 days' prior written notice to the Board, except for nonpayment of premium, which shall require at least ten (10) days' written notice. Except as otherwise herein specifically provided, the Board, acting on behalf of the Association, all Unit Owners, Subunit Owners and all Eligible Mortgagees shall have the exclusive right to bind all such parties in respect of all matters affecting all insurance policies carried by the Board, including: the surrender, cancellation, and modification thereof, and no insurer need inquire as to the identity or rights of any Unit Owner, all Subunit Owners or

Eligible Mortgagee. Duplicate originals of all policies of physical damage insurance carried by the Board and of all renewals thereof, or, in lieu thereof, certificates of all such policies of insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered by the Board to all Eligible Mortgagees and binders or certificates of all such policies of insurance and of all renewals thereof shall be delivered by the Board to all Unit Owners and Subunit Owners in each case at least ten (10) days prior to the expiration of the then current policies.

The Board shall annually review the insurance carried by it, which review may include obtaining an appraisal of the full replacement value of the Building, with the inclusions and exclusions provided in clause (a) above, without deduction for depreciation, by a qualified independent insurance appraiser, whose fee shall be a Common Expense. In order to assist such review of insurance coverage, each Owner of a Unit or Subunit shall report to the Board in writing at least annually during the first three years after the date of recording of the Declaration, thereafter at least once every three years, also within 15 days after written request therefore by the Board, and also both prior to commencement of construction and upon substantial completion of any additions, alterations or improvements costing in excess of $25,000, the estimated full replacement value of all additions, alterations or improvements made to such Unit or Subunit since the date of the Declaration which are as a matter of law part of the real estate comprising such Unit or Subunit, without deduction for depreciation. Failure to give such notice of the value of any such additions, alterations or improvements shall constitute a waiver by such Unit Owner or Subunit Owner of any portion of any insurance recovery allocable to such additions, alterations or improvements arising from any casualty or other events occurring prior to the date when such notice is given, but such waiver shall not take effect to the extent that (i) such waiver would reduce the total amount of insurance proceeds payable with respect to such casualty; or (ii) the failure of such Unit Owner or Subunit Owner to give such notice did not, in the opinion of the Board, whose decision shall be final, reduce the amount of insurance recovery receivable by other Unit Owners or other Subunit Owners with respect to any casualty or other events occurring prior to the date when such notice was given. The Board shall have the right to inspect the Units in connection with such review, but only after reasonable advance notice to the Unit Owners or Subunit Owners of such Units or Subunit Owners. In the event of doubt on the part of the Board or on the part of the Unit Owner or Subunit Owner as to whether or not particular additions, alterations or improvements are part of the real estate, the estimated full replacement value of each such item shall be separately stated.

Notwithstanding any of the foregoing provisions of this Section 1, if war risk insurance, flood insurance, earthquake insurance, and umbrella coverage with respect to liability insurance, or any of them, required to be carried under those provisions cannot be carried without unreasonable expense, or any of the specific waivers required by the foregoing provisions with respect to policies of physical damage insurance cannot be obtained without unreasonable expense, the Board may suspend such coverage or the inclusion of such waivers to the extent that and so long as such conditions continue.

Section 2. Unit Owner Indemnity and Insurance. By acceptance of a deed to a Unit, each Unit Owner indemnifies and holds harmless the Association, the Board, the Directors and officers of the Association and all other Unit Owners for all loss, cost, expense and damages of

any kind (including, without limitation, reasonable attorneys' fees and costs) arising from any act or neglect of such Unit Owner, its tenants, subtenants, agents, employees, or licensees. At least five (5) days before acquisition of a Unit, and thereafter annually, at least fifteen (15) days before the expiration of the existing insurance coverage, each Unit Owner shall annually provide to the Board certificates of insurance showing that such Unit Owner has in full force and effect the following insurance, the cost of which shall be the sole and exclusive responsibility of such Unit Owner:

(a) Worker's compensation insurance, employer's liability insurance and nonowned automobile liability insurance with respect to employees of such Unit Owner;

(b) Comprehensive general liability insurance with blanket contractual endorsement with a combined single limit of $1 million per occurrence, for personal and bodily injury, death and property damage, and an "umbrella liability" policy, so-called, with a limit of $1 million per occurrence, or such higher limits as the Board may from time to time determine to be reasonable and proper; provided, however, and notwithstanding anything to the contrary contained herein, the Unit Owner of the Parking Unit shall not be required to obtain such insurance so long as said Unit Owner fully self insures and pays all such claims that would be covered by the foregoing policy in full and, by its failure to obtain such insurance, said Unit Owner shall be deemed to have so agreed and covenanted; and

(c) If a liquor license is required for operation of the business conducted in such Unit, liquor law legal liability coverage, and evidence that such insurance does not adversely affect or diminish any liability under any insurance obtained by the Board for the benefit of the Association pursuant to the provisions of this Article VIII.

In the event that a Unit Owner does not provide the Board with such certificates of insurance within such 15 day period, the Board may obtain such insurance on behalf of such Unit Owner, and the cost of such insurance shall constitute a Common Expense and shall be due solely from such Unit Owner, within 15 days of written notice of same from the Board to such Unit Owner.

Each Unit Owner shall be solely responsible for insuring the contents of such Owner's Unit which are not as a matter of law part of the real estate comprising such Unit.

Each Unit Owner, Subunit Owner and any tenant, subtenant and occupant of a Unit shall have the right to carry other insurance for its own benefit provided all such policies contain standard waivers of subrogation providing that the insurance shall not be invalidated should the insured waive, prior to loss, any right of recovery against the Association, the Board, the Directors and the officers of the Association and any or all other Unit Owners, and Subunit Owners, tenants, subtenants and occupants of Units, and provided any such policies do not adversely affect or diminish any liability under any insurance obtained by the Board for the benefit of the Association pursuant to the provisions of this Article VIII. If any loss intended to be covered by insurance carried by the Board shall occur and the proceeds payable thereunder shall be reduced by reason of insurance carried by any Unit Owner, Subunit Owner, tenant, subtenant or occupant of a Unit, such Unit Owner, Subunit Owner, tenant, subtenant or occupant

of a Unit shall, without limiting or prejudicing other remedies of the Board, assign the proceeds of such insurance carried by it, to the extent of such reduction, to the Board for application to the same purposes as the reduced proceeds are to be applied. Any lease or occupancy agreement of a Unit or Subunit shall obligate the tenant to comply with the provisions of this Section 2.

Section 3. Waiver of Subrogation. The Association, each Unit Owner, tenant, subtenant and occupant of a Unit waives all rights of recovery against any of the others for loss or injury against which the waiving party is protected by insurance naming the other party as one of the insured or containing provisions which deny the insurer the acquisition of rights by subrogation or waivers of subrogation of claims against the other party, reserving, however, any rights with respect to any excess of loss or injury over the amount recovered under such insurance.

Section 4. Board of Directors as Agent. By acceptance of the deed to said Unit Owner's Unit, each Unit Owner shall be deemed to have appointed the Association as said Unit Owner's attorney-in-fact for the purpose of purchasing and maintaining the above-described policies of insurance, including, where applicable, the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents and the performance of all other acts necessary to accomplish such purpose.

ARTICLE IX
Repair and Reconstruction After Fire or Other Casualty

Section 1. General Requirements.

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

By acceptance of the deed to a Unit, each Unit Owner shall be deemed to have consented to the foregoing authorization and direction for repair and reconstruction. Such authorization and direction shall be deemed continuous action by the Association by unanimous consent pursuant to Section 15, Article II of these Bylaws and shall constitute the determination by the Unit Owners and the Association to repair or reconstruct as required by the Act. If, notwithstanding the foregoing provisions and except as provided in paragraph (b) of this Section, such a determination is submitted to the vote of the Unit Owners, then the vote of one Unit Owner shall be sufficient to determine to repair or reconstruct.

(b) When Reconstruction is not Required. If the Condominium is destroyed by fire or other casualty to an extent either (i) more than the available insurance proceeds or (ii) the estimated cost of repairing any resulting damage to the Condominium is more than $500,000.00;

and if within one hundred twenty (120) days after the date of such destruction Unit Owners owning Units to which seventy-five percent (75%) of the votes in the Association appertain agree to waive and terminate the Condominium regime, then the Condominium shall be subject to an action for partition, in which event the net proceeds of sale and the insurance policies, if any, shall be considered as one fund, and distributed by the Board of Directors or the Insurance Trustee, as the case may be, among all the Unit Owners in proportion to their respective Percentage Interests, after first paying out of the share of each Unit Owner, to the extent sufficient for this purpose, the amount of any unpaid liens on such Unit Owner's Unit, in the order of the priority of such liens. Until the execution of judgment partitioning the Condominium, each Unit Owner, and said Unit Owner's heirs, personal representatives, successors or assigns, shall have an exclusive right of occupancy of that part of the Condominium which formerly constituted said Unit Owner's Unit.

Section 2. Procedure for Reconstruction and Repair.

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

(b) Casualty Assessments. If the proceeds of insurance maintained by the Board of Directors are not sufficient to defray the estimated costs of reconstruction and repair of all of the Common Elements, including, without limitation, the Limited Common Elements, and reconstruction thereof is required, or if at any time during reconstruction and repair, the funds for the payment thereof are insufficient, special casualty assessments in sufficient amounts to provide payment of such costs shall be levied by the Board of Directors. Such special casualty assessments shall not be allocated among Units in the manner provided in Section 6 of Article V hereof (relating to special assessments relating to repair or replacement of Limited Common Elements), but shall instead be deemed to be a general obligation of all Unit Owners; accordingly, the Board of Directors shall levy such special casualty assessments against all Unit Owners in proportion to the each Units' Percentage Interests. Special casualty assessments shall not require the approval of the Association, anything in these Bylaws to the contrary notwithstanding.

(c) Determination Amount of Special Casualty Assessment; Use of Reserve Funds. If the Board of Directors determines that the repair or reconstruction of any portion of the Condominium (including one or more Buildings) after a casualty will, upon completion, materially reduce the necessity of maintaining any reserve fund at its then current level, the Board of Directors may utilize such reserve fund to the extent it deems appropriate to reduce or eliminate the amount of any special casualty assessment. Any savings resulting therefrom shall be attributed to the Unit Owners owning Units benefited by any such reserve fund.

(d) Plans and Specifications. Any reconstruction or repair of the Condominium in

accordance with this Article shall be made substantially in accordance with the plans and specifications under which the Condominium originally was constructed, unless otherwise agreed to by Unit Owners owning Units to which sixty-seven percent (67%) of the votes in the Association appertain subject to the requirements of applicable law at the time of such reconstruction or repair.

Section 3. Disbursements.

(a) Construction Fund. The net proceeds of insurance collected on account of casualty, together with any sums received by the Board of Directors from collections of special casualty assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner: the construction fund shall be disbursed in payment of such costs upon order of the Board of Directors.

Wherever the Board deems it appropriate, the Board may retain a registered architect or registered engineer to supervise the work or repair or restoration and in such event no sums need be paid by the Board on account of such repair or restoration except upon certification to it by such architect or engineer that the work for which payment is being made has been completed in a good and workmanlike manner in accordance with approved plans and specifications and that the estimated total costs of completion of said repair or restoration less amounts theretofore advanced, does not exceed the undisbursed proceeds of the awards as augmented by funds obtained by any assessment or assessments to the Unit Owners as a Common Expense.

Section 4. Repair or Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of the Common Elements as a result of fire or other casualty, or in the event of damage to, or destruction of, any Unit as a result of fire or other casualty, whether or not the Common Elements have been damaged or destroyed, the Board shall promptly adjust the loss, contract for the prompt repair or restoration of the Condominium (including the Common Elements and the Units, as the case may be), and disburse the proceeds of all insurance policies in payment of all costs and expenses actually incurred in connection with such repair or restoration in appropriate progress payments and with appropriate retainage.

Section 5. Emergency. Notwithstanding the foregoing, the Board may perform emergency work essential to the preservation and safety of the Property or the safety of persons, or required to avoid the suspension of any essential service to the Property, without having first adjusted the loss or obtained proceeds of insurance.

Section 6. Surplus. The first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds and, if there is a balance in the construction fund after the payment of all of the costs of reconstruction and repair for which the fund is established, such balance shall be divided among all Unit Owners who paid special casualty assessments levied pursuant to Section 2 of this Article in proportion to their payments, and if special casualty assessments were not levied, any balance shall be disbursed in the same manner as surplus common assessments are disbursed pursuant to Section 4 of Article V hereof.

Section 7. Order of Repair. When damage is to both Common Elements and Units, the insurance proceeds shall be applied first to the cost of replacing and repairing those portions of the Common Elements which enclose and/or service the Units, next to the cost of replacing and repairing the perimeter walls of the Units, next to the cost of replacing and repairing the other Common Elements, and the balance, if any, to the cost of replacing and repairing the Units.

If the Board of Directors elects not to repair insubstantial damage to the Common Elements, the Board of Directors shall remove all remains of the damaged improvements and restore the site thereof to an acceptable condition compatible with the remainder of the Condominium and the balance of any insurance proceeds received on account of such damage shall be distributed in the same manner as surplus, assessments or disbursed pursuant to Section 4 of Article V hereof.

ARTICLE X
Condemnation

Section 1. Repair and Restoration After Condemnation. In the event of a taking by or threat of a taking by eminent domain, the Board shall represent each of the Unit Owners in an action to recover all awards with respect to the Common Elements and each Unit, and unless Unit Owners owning Units to which seventy-five percent (75%) of the votes in the Association appertain agree that repair or restoration of the loss shall not be undertaken, the net proceeds of the awards, after deducting:

(a) Related fees and expenses; and

(b) The portions of the awards attributable in the taking proceedings, or failing such attribution attributable by the Board, to:

(i) Units totally taken or partially taken and not economically feasible to restore; and

(ii) Units taken in the same manner as in a Special Partial Taking (as defined below in Section 3 hereof) except that the taking is made subject to only some or to none of the Bylaws and Rules and Regulations (which portions shall be paid to the Unit Owners respectively entitled thereto), shall be held by the Board and first applied to repair or restoration of the Common Elements and the remaining Units to as nearly their condition prior to the taking as may be feasible in the same manner as provided in Article IX hereof for disbursement of proceeds of insurance policies in the event of fire or other casualty.

In the event that the total cost of repair or restoration of the Common Elements and the remaining Units as estimated on the basis of an independent appraisal, or as determined during the course of repair or restoration, exceeds the total sum of the awards, then the Board shall assess all remaining Unit Owners, as a Common Expense, the amount estimated to repair or restore in excess of the awards available therefore.

Notwithstanding the foregoing, the Board may perform emergency work essential to the preservation and safety of the Property or the safety of persons, or required to avoid the suspension of any essential service to the Property, without having first recovered the awards.

If there shall be a repair or restoration pursuant to the foregoing and the amount of the awards exceeds the cost of such repair or restoration, then such excess, if any, shall be added to the Association's reserve fund or, at the option of the Board, divided among all the Unit Owners and their mortgagees as their interests may appear) in proportion to their respective interests in the Common Elements.

Section 2. Readjustments Following Condemnation. Notwithstanding the provisions of Section 1 hereof, if the loss to particular Units other than those referred to in clauses (b)(i) and (ii) of Section 1 hereof shall not be in the same relative proportions as the interests of the Unit Owners thereof in the Common Elements, the Board shall distribute any such excess funds, and charge any excess expenses, in such proportions as are just and equitable, and such readjustments shall thereafter be made in such interests of the Unit Owners or in the allocation of Common Expenses or both as are just and equitable. Following any taking which reduces the number of Units in the Condominium, the Condominium and the Association shall continue subject to and with the benefit of all the provisions of the Condominium Documents so far as applicable to the remaining Units, and the interests of the Unit Owners shall be apportioned in the same relative proportion with respect to the remaining Units as existed among the remaining Units prior to the taking, except as readjusted under the preceding provisions.

Section 3. Special Partial Takings and Temporary Takings. A Special Partial Taking shall occur when all or part of one or more Units, as Units, is taken subject to all of the provisions of the Condominium Documents without involving any taking of the Common Elements except to the extent of the proportionate interest therein of the Units taken, so that the taking authority becomes a successor in title to the Unit Owner or Unit Owners of the Units taken with the same effect as if such Units, or portions thereof, were purchased by the taking authority. Notwithstanding the provisions of Section 1 hereof, in the event of a Special Partial Taking or a temporary taking of a Unit or Units, the Unit Owner or Unit Owners of the Units taken, together with their Eligible Mortgagees, shall have exclusive rights to prosecute the proceedings for the respective taking awards and to retain the proceeds thereof. In the event of a temporary taking of Common Elements, the Board shall have exclusive rights to prosecute the proceedings for the respective taking awards and shall apply the proceeds thereof to reduce Common Expenses.

Section 4. Partition. If Unit Owners owning Units to which seventy-five percent (75%) of the votes in the Association appertain agree that repair or restoration of the loss shall not be undertaken, the Condominium, including all Units, shall be subject to partition at the suit of any Unit Owner. Such suit shall be subject to dismissal at any time prior to entry of an order to sell if any appropriate agreement to repair or restore is filed. Except as otherwise provided in this Article X, the net proceeds of all condemnation awards and of the partition sale together with any common funds shall be divided in proportion to the Unit Owners' respective undivided ownership in the Common Elements. Upon such sale, the Condominium shall be deemed

removed from the provisions of the Condominium Law.

Section 5. Awards for Unit Owners' Property and Relocation Allowances. Where all or part of the Property is taken by eminent domain, each Unit Owner shall have the exclusive right to claim all of the award made for his respective individual property, and any relocation, moving expense, or other allowance of a similar nature designed to facilitate relocation of a displaced business concern.

Section 6. Notice to Unit Owners and Eligible Mortgagees. The Board, promptly upon having knowledge of any taking by eminent domain of the Property, the Building, the Units, the Common Elements, or any portion thereof, or any threat thereof, shall notify all Unit Owners and Eligible Mortgagees.

ARTICLE XI
Mortgagees

Whenever so requested in writing by an Eligible Mortgagee, the Board of Directors promptly shall report to such Eligible Mortgagee (a) any sixty (60) day delinquency in the payment of assessments due by the Unit Owner of the mortgaged Unit, (b) any material damage to such Unit or to the Common Elements, and of any condemnation or similar proceeding which may affect the Eligible Mortgagee, (c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, and (d) any proposed action requiring the consent of Eligible Mortgagees in the Section of the Declaration captioned "Approval of Mortgagees".

ARTICLE XII
Compliance and Default

Section 1. Unit Owners Subject to Act, Declaration, Bylaws and Rules and Regulations. All Unit Owners shall be governed by and shall comply with the provisions of the Act, the Declaration, these Bylaws and the Rules and Regulations, as any of the same may be amended from time to time. A default by a Unit Owner shall entitle the Association or Declarant to the relief as provided in this Article.

Section 2. Legal Proceedings. An action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of assessments, any other relief provided for in these Bylaws or in the Declaration, or any combination thereof, and any other relief afforded by a court of competent jurisdiction, may be sought by the Association, the Board of Directors, the Managing Agent, or Declarant and shall not constitute an election of remedies.

Section 3. Costs and Attorneys' Fees. In any proceeding arising out of any alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorneys' fees as may be determined by the court.

Section 4. Fines. The Board of Directors may levy reasonable fines against Unit Owners for violations of the Rules and Regulations, the Condominium Documents or the Act by the Unit Owner, its invitees, tenants, employees and/or agents. No fine may be levied for more than one percent (1%) of such Unit Owner's annual assessment for any one violation; but each day a violation continues after notice is given to the Unit Owner is a separate violation. If a Unit Owner requests in writing a hearing before the fine is imposed, the imposition of the fine shall be suspended until hearing before the Board of Directors is held. Fines are special assessments and shall be collectible as such.

Section 5. No Waiver of Rights. The failure of the Association or Declarant to enforce any right, provision, covenant or condition which may be granted by the Act, the Declaration, these Bylaws or the Rules and Regulations shall not constitute a waiver of the right of the Association or Declarant to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association or to Declarant pursuant to any term, provision, covenant or condition of the Declaration, these Bylaws or the Rules and Regulations shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such rights as may be granted to such party by the Condominium Act, the Declaration, these Bylaws or the Rules and Regulations, or at law or in equity. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosure or waiving the lien securing the same, and foreclosure shall be maintainable notwithstanding the pendency of any suit to recover a money judgment.

Section 6. Abatement and Enjoinment of Violations by Unit Owners. The violation of any Rule or Regulation adopted by the Board of Directors, or any breach of these Bylaws or the breach of any provision of the Act or the Declaration shall give the Association and Declarant the right, in addition to any other rights set forth in these Bylaws (i) to enter the Unit or Subunit in which or as to which such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner or Subunit Owner, any structure, thing or condition that constitutes such violation and neither the Board of Directors nor Declarant shall thereby be deemed guilty in any manner of trespass, or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, as provided by law. Any and all costs and expenses assessed against a defaulting Unit Owner or Subunit Owner shall be a special assessment against said Unit and/or Subunit and in the event of a failure by said Unit Owner or Submit Owner to pay such special assessment, the Association shall have all rights and remedies set forth in Article V in connection therewith.

ARTICLE XIII
Duties and Obligations of Unit Owners

The units and the common elements and facilities 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:

Section 1. Mutual Quiet Enjoyment and Use for Owners and Tenants. All unit owners and their tenants shall have the right to occupy and use their units in accordance with these rules and regulations, and in such manner as not to disturb other unit owners or tenants. No unit owner or tenant shall occupy or use the unit, or permit the same or any part thereof to be occupied or used, for any purpose other than those set for residential purposes. No trade or business shall be conducted on the condominium property or from any unit without prior written approval of the Association, which approval may be withheld for any reason whatsoever.

Section 2. Occupancy of Dwelling Units. Dwelling units shall not be used or occupied by any person or group of persons, other than the owner(s), for a period of less than six (6) months, except with prior written approval of the Association. The intent of this provision is to prohibit business, transient or similar uses of the units that would involve multiple occupancies by different persons or groups of persons.

Section 3. Leasing Dwelling Units. Owners of dwelling units in the Condominium may lease their units on whatever terms and conditions they may wish, provided that in each instance the following terms and conditions are met:

1. The lease must be in writing, signed by the owner and the tenant.

2. The lease must be for a period of no less than one year.

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, setting forth the commencement date and the expiration date thereof. A copy of the fully filled out and executed lease, with all attachments, given or delivered to the Association, will satisfy this requirement.

Section 4. Obstruction of Common Areas. No unit owner or tenant shall cause or permit the common areas to be used in such a way as to deny others the full use of the common areas. Accordingly, there shall be no obstruction of any common areas.

Section 5. Parking and Storage of Vehicles. No vehicle of any kind may be parked, stored or left anywhere except in a Parking Space. Junked, inoperative or unlicensed vehicles shall not be permitted anywhere in the common areas or in private parking spaces. Trailers, vans, trucks, campers, house trailers, boats, boat trailers, motorcycles, snowmobiles and other items which are not passenger vehicles shall not be stored, parked or placed anywhere in the Condominium. For this purpose, "vehicle" means anything which is designed to move or to be moved, and intended to carry, or which is capable of carrying, any human being including a child.

Section 6. Animals and Poultry. No animals, livestock or poultry of any kind shall be raised, bred, or kept in any unit or in the common areas or limited common areas, except that dogs, cats, birds and fish may be kept in a dwelling unit as pets by unit owners, provided they are kept subject to rules and regulations which may be adopted by the Association regarding the

same and provided that the Declarant consents thereto pursuant to the Declaration. For purposes of this Section and of Section 7 following, "animal" means any living organism characterized by voluntary movement, including but not limited to mammals, birds, reptiles and amphibians.

Section 7. Pet Restrictions. A pet shall not be allowed at large within common areas of the Condominium, and shall always be leashed and within the immediate control of a person when outside a unit. All droppings must be picked up and disposed of by the person in control of a pet. Owners of pets shall take responsible precautions and efforts to prevent their pets from being nuisances or annoyances to other unit owners or occupants.

Section 8. Window Treatments. For purposes of uniformity of external appearance, within 60 days after the occupancy of any dwelling unit, the owner of the unit shall provide appropriate window treatments, so that all windows and window treatments within the Condominium are uniform. The Association, and the Declarant may from time to time determine and specify the type, quality and appearance of draperies and window treatments that will be visible from the exterior of the Condominium. Individual Unit Owners may at any time request prior approval of window treatments by submitting an appropriate request for approval to the Secretary of the Association and/or to the Declarant, as applicable, such approval, however, may be withheld in said parties' sole discretion.

Section 9. Balconies. No equipment or personal property of any type, whatsoever, including without limitation, clothing, laundry, linen, towels, plants, flags or any other items shall be left, placed, installed or hung on the balconies without first obtaining the consent of the Association and any and all consents or approvals as may be required pursuant to the Declaration. Satellite dishes shall be attached to the balcony.

Section 10. Increase of Insurance Rates. Nothing shall be done or kept in any unit or in the common elements or limited common elements which will increase the rate of insurance on the common elements or limited common elements, without the prior consent of the Association. No Unit Owners shall permit anything to be done or kept in their unit or in the common elements or limited common elements which will result in the cancellation of insurance on any unit or any part of the common elements or limited common elements, or which would be in violation of insurance on any unit or any part of the common elements or limited common elements, or which would be in violation of any law or ordinance. No waste shall be committed in the common elements or limited common elements.

Section 11. Signs. No signs of any kind shall be displayed to the public view on or from any unit, common element or limited common element, without the prior consent of the Association.

Section 12. Noxious Activity. No noxious or offensive activity shall be carried on in any units or in the common areas or limited common areas, nor shall anything be done therein which may be or become an annoyance or nuisance to others.

Section 13. Alteration, Construction or Removal. Nothing shall be altered or constructed in or removed from the common elements and facilities or limited common elements

and facilities, except upon the written consent of the Association and in compliance with the Declaration.

ARTICLE XIV
Miscellaneous

Section 1. Amendments. These Bylaws may be amended by the agreement of Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association appertain and in the manner provided by Section 703.10(5) of the Act as the same may be amended and renumbered from time to time. No amendment of these Bylaws may be adopted which shall be inconsistent with the provisions of the Act or the Declaration. An amendment once adopted as provided for herein shall then constitute part of the official Bylaws of the Condominium, and all Unit Owners shall be bound to abide by such modification or amendment. Anything herein to the contrary notwithstanding, and subject to any limitations imposed by the Act (with specific reference to Section 703.10 thereof),

(a) So long as Declarant is the only Unit Owner, Declarant may amend these Bylaws without the consent or approval of any party;

(b) So long as Declarant owns one or more Units, or any part thereof, no amendment to these Bylaws shall be adopted without the Declarant's written consent;

(c) This Section 1 shall not be amended except with the unanimous agreement of all of the Unit Owners in the Association.

Notwithstanding any other provisions of these Bylaws to the contrary, if any amendment is necessary in the judgment of the Board of Directors to cure any ambiguity or to correct or supplement any provisions of the Condominium Documents that are defective, missing or inconsistent with any other provisions thereof, then at any time and from time to time the Board of Directors may effect an appropriate corrective amendment without the approval of the Unit Owners or the holder of any liens on all or any part of the Property. Each amendment of the type described in this paragraph shall be effective upon its due adoption, as provided for herein, by an instrument, which instrument has been executed and acknowledged by one or more officers of the Board of Directors.

Section 2. Execution. Unless otherwise provided by a resolution of the Board of Directors, any documents or instruments, including, without limitation, amendments to these Bylaws or the Declaration, executed on behalf of the Association shall be properly executed if signed by the President or Vice President and attested to by one other officer of the Association.

Section 3. Notices. Except as otherwise provided in these Bylaws, all notices, demands, bills, statements or other communications required or permitted under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first-class postage prepaid, or otherwise as the Act may require or permit, (i) if to a Unit Owner, at the address that the Unit Owner shall designate in writing and file with the Secretary, or if no such address is designated, at the address of the Unit of such Unit Owner,

or (ii) if to the Association, the Board of Directors or the Managing Agent, at the principal office of the Managing Agent or at such other address as shall be designated by notice in writing to the Unit Owners pursuant to this Section. If a Unit is owned by more than one person, each person who so designates an address in writing to the Secretary shall be entitled to receive all notices hereunder.

Section 4. Merger. Any merger or consolidation of the Association with another corporation shall require the agreement of Owners of Units to which at least eighty percent (80%) of the votes in the Association appertain and, to the extent applicable, shall be accomplished in compliance with the provisions of Sections 703.10(5) and 703.275 of the Act and Section 10.4 of the Declaration.

Section 5. Invalidity. The invalidity of any portion of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

Section 6. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision hereof.

Document Number

FIRST AMENDMENT TO BYLAWS OF CONDOMINIUM OF RIVER RENAISSANCE CONDOMINIUM

Title of Document

Known as 102-112 North Water Street in the City of Milwaukee, Milwaukee County, Wisconsin.

Lots 1, 2, 3 and 4 in Block 34, in plat of the Town of Milwaukee, on the East side of the river, in the South East 1/4 of Section 29, Township 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee and State of Wisconsin.

Also: Lots 1 and 2, in Subdivision of Lot 10, in Section 32, Township 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee and State of Wisconsin.

Together with lands lying between all of the above described lands and the dockline of the Milwaukee River.

Record this document with the Register of Deeds

Name and Return Address:
Attorney Scott N. Burns
Halling & Cayo, S.C.
320 E. Buffalo Street
Milwaukee, WI 53202

Part of 392-0961-100-0

(Parcel Identification Number)

Drafted by Attorney Scott N. Burns
State Bar No. 1019377

FIRST CORRECTIVE AMENDMENT TO BYLAWS OF CONDOMINIUM OF RIVER RENAISSANCE CONDOMINIUM

WHEREAS, Riyren Group, LLC as Declarant desires to amend the Bylaws of Condominium of River Renaissance Condominium Association, recorded September 6, 2007 at the Register of Deeds Office in Milwaukee County, Wisconsin as Document No. 09489644, to correct and clarify the existing Bylaws and make said Bylaws consistent with the Declaration of Condominium of River Renaissance Condominiums;

WHEREAS, the Declarant has received the required consents and approvals for this Amendment;

NOW, THEREFORE, it is hereby agreed that the Bylaws are amended as follows:

1. **Article XIII Section 3 is amended to read as follows:**

Section 3. Lease Dwelling Units: Owners of dwelling units in the Condominium may lease their units on whatever terms and conditions they may wish, provided that in each instance 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, setting forth the commencement date and the expiration date thereof. A copy of the fully filled out and executed lease, with all attachments, given or delivered to the Association, will satisfy this requirement.

2. **The attached Exhibit A shows the units affected by this First Amendment.**

RIVREN GROUP, LLC

By: Scott N. Burns
Scott N. Burns, Managing Member

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
)ss
MILWAUKEE COUNTY)

Personally came before me this 19th day of February, 2008, Scott N. Burns, to me known to be the person who executed the foregoing on behalf of said limited liability company and acknowledged same.

Laurie A. Dey-Canales
Notary Public, State of Wisconsin
My Commission: exp 9/26/08

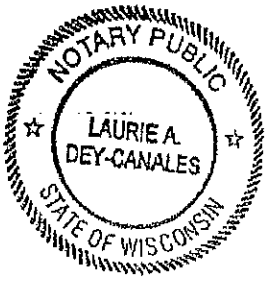


EXHIBIT A

Units Effected by First Corrective Amendment to Bylaws
of River Renaissance Condominiums

101	411	712
102	412	801
103	413	802
104	501	803
201	502	804
202	503	
203	504	
204	505	
205	506	
206	507	
207	508	
208	509	
209	510	
210	511	
211	512	
212	513	
213	601	
301	602	
302	603	
303	604	
304	605	
305	606	
306	607	
307	608	
308	609	
309	610	
310	611	
311	612	
312	613	
313	701	
401	702	
402	703	
403	704	
404	705	
405	706	
406	707	
407	708	
408	709	
409	710	
410	711	

SECOND AMENDMENT TO BYLAWS OF
RIVER RENAISSANCE CONDOMINIUM

WHEREAS, the River Renaissance Board of Directors desires to amend the Bylaws of the River Renaissance Condominium, approved by 67% of owners at a duly called special meeting on March 15, 2016.

NOW, THEREFORE, it is hereby agreed that the Bylaws are amended as follows:

Article 5, Section 7 – Assessments: Working Capital Fund

Commencing with the purchase of any Residential Unit subsequent to the effective date of this section, each new owner shall pay at the closing of the sale of said Unit, to the Association, an amount equal to one monthly installment for such Unit, for Common Expenses pursuant to the budget then in effect. This payment may be allocated, as determined by the Board of Directors, for any lawful purpose. This excludes any commercial unit sale.

THIRD AMENDMENT TO BYLAWS OF RIVER RENAISSANCE CONDOMINIUM

WHEREAS, the River Renaissance Board of Directors desires to amend the Bylaws of the River Renaissance Condominium, approved by 67% of owners at a duly called special meeting on March 15, 2016.

NOW, THEREFORE, it is hereby agreed that the Bylaws are amended as follows:

Article 2, Section 14 – Association: Quorum

Except as otherwise provided in these Bylaws or as required by law, the presence, in person or by proxy, of Owners of fifty percent (50%) in number of the Units in the Condominium shall constitute a quorum at and throughout all meetings of the Association.

FOURTH AMENDMENT TO BYLAWS OF RIVER RENAISSANCE CONDOMINIUM

WHEREAS, the River Renaissance Board of Directors desires to amend the Bylaws of the River Renaissance Condominium, approved by 67% of owners at a duly called special meeting on July 10, 2018.

NOW, THEREFORE, it is hereby agreed that the Bylaws are amended as follows to match the language and number of votes in the Declaration:

Article 2, Section 10(a)-Voting

There shall be **125** votes in the Association, which shall be apportioned among the Units in accordance with Article III of the Declaration. Since a Unit Owner may be more than one person, the person who shall be entitled to cast the vote of such Unit shall be the natural person named in a certificate executed by all of the co-owners of such Unit and filed with the Secretary or, in the absence of such named person from the meeting (or the failure to name such a person), the person who shall be entitled to cast the vote of such Unit shall be the co-owner who is present at such meeting, if only one such co-owner is present. If more than one co-owner is present and no certificate has been filed with the Secretary (or, if the person named in the certificate for such Unit is not present), the vote appertaining to such Unit shall be cast in accordance with the agreement of a majority in interest of the co-owners of such Unit who are present, and the consent of such co-owners shall be conclusively presumed if any one of them purports to cast the vote appertaining to such Unit without protest being made by another co-owner to the presiding officer of the meeting. If protest is made, such Unit shall be counted solely for the purpose of determining whether a quorum is present. A fiduciary shall be the voting member with respect to any Unit owned in a fiduciary capacity. With respect to any Subdivided Unit, the Subassociation, as the Unit Owner of the Subdivided Unit, or the Board of Directors of the Subassociation, if permitted by the Subcondominium Documents, shall elect one representative, who shall be the owner of a Subunit and who shall be entitled to vote all of the votes of the Unit Owner of said Subdivided Unit and an officer of said Subassociation shall file a certificate with the Secretary to that effect and if no such certificate is filed, then the procedure shall be as set forth above with respect to multiple co-owners of the Unit.

FIFTH AMENDMENT TO BYLAWS OF RIVER RENAISSANCE CONDOMINIUM

WHEREAS, the River Renaissance Board of Directors desires to amend the Bylaws of the River Renaissance Condominium, approved by 67% of owners at The Annual Membership Meeting on December 4, 2018.

NOW, THEREFORE, it is hereby agreed that the Bylaws are amended as follows:

Article 3, Section 8 – Board of Directors

Vacancies in the Board of Directors shall be appointed by a majority of the remaining Board members.

SIXTH AMENDMENT TO BYLAWS OF RIVER RENAISSANCE CONDOMINIUM

WHEREAS, the River Renaissance Board of Directors desires to amend the Bylaws of the River Renaissance Condominium, approved by 67% of owners at The Annual Membership Meeting on December 4, 2018.

NOW, THEREFORE, it is hereby agreed that the Bylaws are amended as follows:

Article 2, Section 7 – Association: Adjournment of Meetings

Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum as defined in Section 14 is not represented, Unit Owners holding a majority of the votes present at such meeting, either in person or by proxy, may adjourn the meeting, without further notice, to a time not less than forty-eight (48) hours from the time the original meeting was called and at such subsequent meeting, the presence, in person or by proxy of Unit Owners of twenty five percent (25%) in number of the Units of the Condominium shall constitute a quorum.

RIVER RENAISSANCE CONDOMINIUMS

DISCLOSURE MATERIALS

SECTION D

ARTICLES OF INCORPORATION

Sec. 181.0202
Wis Stats

2005 APR 15 AM 9:17

State of Wisconsin
Department of Financial Institutions
Division of Corporate and Consumer Services

ARTICLES OF INCORPORATION – NONSTOCK CORPORATION

(NOTE: Do not use *this form for organizing a for-profit business corporation. Use Form 2*)

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

Article 1. Name of the corporation: RIVER RENAISSANCE CONDOMINIUM ASSOCIATION, INC.
(Must include "Inc." or similar word. See Instructions)

STATE OF WISCONSIN
APR 22 2005
DEPARTMENT OF FINANCIAL INSTITUTIONS

Article 2. The corporation is organized under Ch. 181 of the Wisconsin Statutes.

Article 3. Name of the initial registered agent: SCOTT N. BURNS

Article 4. Street address of the initial registered office: *(The complete address, including street and number, if assigned, and ZIP code. P O Box address may be included as part of the address, but is insufficient alone.)*
HALLING & CAYO, S.C.
320 E. BUFFALO STREET, SUITE 700
MILWAUKEE, WI 53202

Article 5. Mailing address of the initial principal office: C/O HALLING & CAYO, S.C.,
320 E. BUFFALO STREET, SUITE 700, MILWAUKEE, WI 53202

Article 6. (Select and mark (X) one of the statements below)

[X] The corporation will have members. OR [ ] The corporation will not have members.

(OPTIONAL) Article 7. Name and address of the initial directors (minimum of three):

WI - DFI CORP AC43418

FILING FEE - $35.00 See instructions, suggestions, and procedures on following pages.

(OPTIONAL) Article 8. The purpose or purposes for which the corporation is organized.

TO ENGAGE IN ANY LAWFUL ACTIVITIES AS AUTHORIZED BY CHAPTER 181 OF THE WISCONSIN STATUTES

Article 9. Name and complete address of each incorporator:

SCOTT N. BURNS, ESQ.

HALLING & CAYO, S.C.
320 E. BUFFALO STREET, SUITE 700
MILWAUKEE, WI 53202

Scott N Burns
Incorporator's signature

Incorporator's signature

This document was drafted by JULIE A. NEUHAUS, ESQ.
(Name the individual who drafted the document)

OPTIONAL – Second choice corporate name if first choice is not available: _____

INSTRUCTIONS (Ref. sec. 181.0202 Wis. Stats. for document content)

Submit one original and one exact copy to Department of Financial Institutions, P O Box 7846, Madison WI, 53707-7846, together with the appropriate FILING FEE of $35. Filing fee is non-refundable. (If sent by Express or Priority U.S. mail, address to 345 W. Washington Ave., 3rd Floor, Madison WI, 53703). Sign the document manually or otherwise as allowed under sec. 181.0120(2), Wis. Stats. NOTICE: This form may be used to accomplish a filing required or permitted by statute to be made with the department. Information requested may be used for secondary purposes. If you have any questions, please contact the Division of Corporate & Consumer Services at 608-261-7577. Hearing-impaired may call 608-266-8818 for TTY. This document can be made available in alternate formats upon request to qualifying individuals with disabilities.

Article 1. The name must contain "corporation", "incorporated", "company", or "limited" or the abbreviation "corp.", "inc.", "co." or "ltd." or comparable words or abbreviations in another language. If you wish to provide a second choice name that you would accept if your first choice is not available, enter it in the "Optional" area on page 2.

Article 2. This statement is required by sec. 181.0202(1)(a).

Articles 3 & 4. The corporation must have a registered agent located at a registered office in Wisconsin. The address of the registered office is to describe the physical location where the registered agent maintains their business office. Set forth the street number and name, city and ZIP code in Wisconsin.

ARTICLES OF INCORPORATION
Nonstock Corporation

[JULIE NEUHAUS, ESQ.
HALLIN & CAYO, S.C.
320 E. BUFFALO STREET, SUITE 700
MILWAUKEE, WI 53202

L

* Your name, return address and phone number during the day: (414) 271-3400

INSTRUCTIONS (Continued)

Articles 3 & 4. (Cont'd) P O Box addresses may be included as part of the address, but are insufficient alone. The corporation may not name itself as its own registered agent.

Article 5. The articles of incorporation must set forth the address of the corporation's principal office. "Principal office" means the office, whether in or outside Wisconsin, in which are located its principal executive offices.

Article 6. Select and check the appropriate box in article 5 to indicate if the corporation will or will not have members. A "member" means a person who has membership rights in a corporation in accordance with its articles of incorporation or bylaws.

Articles 7 & 8. These articles (or others you may wish to add) are provided for optional information that you may elect to include, such as the name and address of the initial directors, a purposes clause, tax-exempt provisions, etc. Do not include by-laws, as the department does not accept by-laws for record. Extensive additional provisions may make use of this pre-printed form impractical. If you elect to draft your own articles of incorporation, do not also submit the pre-printed form. (NOTE: *Corporations expecting to apply to Internal Revenue Service for federal TAX-EXEMPT STATUS are advised to obtain and read IRS Publication 557 "Tax-Exempt Status for Your Organization" before preparing these articles of incorporation, as the articles must contain particular language and provisions to meet federal tax code requirements.*)

Article 9. Enter the name and complete address of each incorporator. There may be one or more incorporators. At least one incorporator is required to sign the document, although all incorporators may sign.

No certificate of incorporation will be issued. The "FILED" endorsement applied to this document by the Department of Financial Institutions is evidence that the articles of incorporation have been accepted. One or more "Received" endorsements may appear on the document, but do not indicate its acceptance for filing.

If the document is executed in Wisconsin, sec. 182.01(3) provides that it shall not be filed unless the name of the person (individual) who drafted it is printed, typewritten or stamped thereon in a legible manner. If the document is not executed in Wisconsin, enter that remark.

RIVER RENAISSANCE CONDOMINIUMS

DISCLOSURE MATERIALS

SECTION E

MANAGEMENT CONTRACT

CONDOMINIUM AND HOMEOWNERS' ASSOCIATION MANAGEMENT AGREEMENT

ASSOCIATION: RIVER RENAISSANCECONDOMINIUM ASSOCIATION, INC.

AGENT: HUNT MANAGEMENT INCORPORATED

For Property located at 102 N. WATER STREET, MILWAUKEE, WISCONSIN

Beginning: SEPTEMBER 1, 2015 Ending: AUGUST 31, 2016

This agreement (the "Agreement") is made and entered into this 16 DAY OF JULY, 2015, by and between the unit owners' association known as RIVER RENAISSANCE CONDOMINIUM ASSOCIATION, INC. (the "Association"), which is established in accordance with the laws of the State of WISCONSIN for the property known as RIVER RENAISSANCE CONDOMINIUM, located at 102 N. WATER STREET, MILWAUKEE, 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 YEAR, beginning SEPTEMBER 1, 2015, 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 CAUSE TO BE 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 (15^{TH}) 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

SIXTY (60) 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.

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 BUILDING & GROUNDS 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.

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 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 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 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 AND MEMORILIZED 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, 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 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 AND AGREED TO BY AGENT 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.

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 regular meeting of the Board EACH MONTH DURING REGULAR BUSINESS HOURS and the annual meeting of the Association. SUCH ATTENDANCE SHALL BE LIMITED TO ONE HOUR BEYOND WHICH A MINIMUM $100.00 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 $100.00 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 shall 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 THE 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.

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 $1,700.00 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 AND MEMORILIZED AS REQUIRED

9.3 FOR OTHER SERVICES

ADDITIONAL MEETINGS, SITE INSPECTIONS, AND APPEARANCES AT DEPOSITIONS, HEARING, TRIALS OR SIMILAR PROCEEDINGS ON BEHALF OF OR IN CONJUNCTION WITH AGENT'S SERVICE TO ASSOCIATION - $100.00 PER HOUR

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 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.

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 ADDITIONAL 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 AND ADDITIONAL INSURED ENDORSEMENTS 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 THIRTY (30) days' written notice to Agent before any cancellation of or changes to said policies. FURTHER, IT IS AGREED THAT THE ASSOCIATION'S INSURANCE COVERAGE SHALL BE PRIMARY AND AGENT'S INSURANCE COVERAGE SHALL BE NON-CONTRIBUTORY.

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 $5,000.00 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 $5,000.00 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; 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.

Section 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 INCORPROATED
10520 N. BAEHR ROAD, SUITE Q
MEQUON, WI 53092
(OR LEGAL ADDRESS)

21.2 TO THE ASSOCIATION

President of the Board
(CURRENT LEGAL ADDRESS)

21.3.1 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.

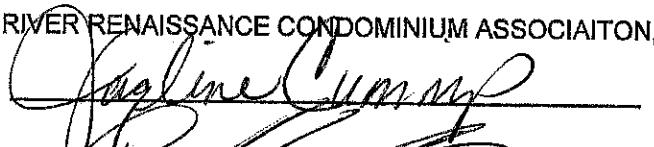
Section 22 AGREEMENT BINDING ON SUCCESSORS AND ASSIGNS

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

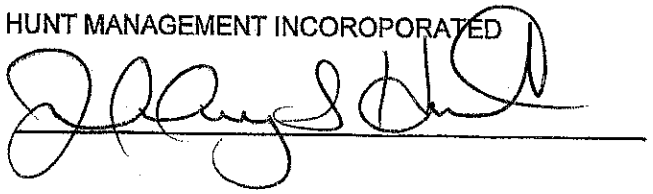
IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures this 16 day of JULY, 2015

Board: RIVER RENAISSANCE CONDOMINIUM ASSOCIAITON, INC.

BY 

BY 

Agent: HUNT MANAGEMENT INCOROPORATED

BY 

RIVER RENAISSANCE CONDOMINIUMS

DISCLOSURE MATERIALS

SECTION F

ANNUAL OPERATING BUDGET

River Renaissance 2025 Budget

ACCT #	BUDGET ITEM	2024 Budget	YTD 1/1/24 - 10/30/24	Projected YTD 12/31/24	2025 Budget
INCOME					
60-60100-00	ASSOCIATION FEES/RESERVES	$ 578,606	$ 483,277	$ 578,606	$ 690,217
60-6150-00	PREPAIDS	$ -	$ (6,541)	$ -	$ -
60-60250-00	PARKING SPACE RENTAL	$ -	$ 750	$ 1,250	$ 3,000
60-60300-00	RESERVE ASSESSMENTS	$ -	$ -	$ -	$ -
60-60400-00	RENTAL INCOME	$ -	$ -	$ -	$ -
60-60500-00	BOAT DOCK INCOME	$ 4,700	$ -	$ -	$ 6,000
60-60600-00	INTEREST	$ -	$ 17,710	$ 21,252	$ -
OTHER INCOME					
60-60700-00	ELECTRICAL OUTLET INCOME	$ -	$ 795	$ 955	$ -
60-61700-00	LEGAL FEES REIMBURSED	$ -	$ -	$ -	$ -
61-61000-00	INSURANCE PROCEEDS	$ -	$ -	$ -	$ -
61-61100-00	RENTAL INCOME - OTHER	$ -	$ 1,500	$ 1,800	$ -
61-61300-00	LATE FEES	$ -	$ 250	$ 300	$ -
61-61500-00	MISC. INCOME	$ -	$ 8,574	$ 10,289	$ -
61-61600-00	KEY, FOBS & REMOTES	$ 820	$ 561	$ 674	$ 600
61550-00	MOVE IN FEES	$ -	$ 600	$ -	$ -
70400-00	SPECIAL ASSESSMENT	$ -	$ 670,000	$ 670,000	$ -
70-70200-00	TRANSFER FEES	$ -	$ 4,679	$ 4,679	$ -
70-70500-00	RESERVE CONTRIBUTION	$ -	$ 623,045	$ 623,045	$ -
	TOTAL INCOME	**$ 584,126**	**$ 1,805,202**	**$ 1,912,850**	**$ 699,817**
EXPENSES					
	JANITORIAL				
80-80100-00	JANITORIAL SERVICES	$ 18,000	$ 15,640	$ 18,768	$ 18,000
80-80200-00	JANITORIAL SUPPLIES	$ 100	$ 27	$ 32	$ 150
80-80300-00	WINDOW WASHING	$ -	$ -	$ -	$ -
80-80400-00	CARPET CLEANING	$ 800	$ 540	$ 647	$ 800
80-80500-00	MAT SERVICES	$ 2,400	$ 1,213	$ 1,456	$ 1,600
80-80600-00	GARAGE CLEANING	$ -	$ -	$ -	$ 3,500
	TOTAL JANITORIAL	**$ 21,300**	**$ 17,419**	**$ 20,903**	**$ 24,050**
	REPAIRS AND MAINTENANCE				
80-82000-00	HVAC/SUPPLIES	$ 10,000	$ 32,024	$ 38,428	$ 35,000
80-82100-00	TRASH REMOVAL-RES	$ 16,000	$ 7,415	$ 8,898	$ 12,000
80-82150-00	TRASH REMOVAL-COMM	$ 8,500	$ 4,461	$ 5,354	$ 4,600
80-82200-00	ELECTRICAL REPAIRS	$ -	$ -	$ -	$ -
80-82300-00	KEYS/LOCK REPAIR	$ 820	$ 1,088	$ 1,088	$ 600
80-82400-00	LIGHT FIXTURES/SUPPLIES	$ -	$ -	$ -	$ -
80-82500-00	MAINTENANCE LABOR	$ -	$ 16,756	$ 20,107	$ 31,500
82525-00	EMPLOYEE BENEFITS	$ -	$ 500	$ 600	$ 1,200
80-82550-00	PAYROLL TAXES	$ -	$ 1,194	$ 1,433	$ 2,520
80-82600-00	MAINTENANCE & CLEANING SUPPLIES	$ 5,000	$ 844	$ 1,012	$ 750
80-82700-00	PAINTING	$ -	$ -	$ -	$ -
80-82900-00	PLUMBING REPAIRS	$ 10,000	$ 19,270	$ 23,123	$ 22,000
80-83000-00	ELEVATOR- MAIN AND EAST	$ 20,000	$ 24,904	$ 29,885	$ 47,000
80-83500-00	ELEVATOR-RIVER WALK	$ 2,000	$ -	$ -	$ 2,000
80-83100-00	LANDSCAPING	$ 1,800	$ 1,291	$ 1,550	$ 1,700
80-83200-00	EXTERMINATING	$ 836	$ 341	$ 409	$ 700
80-83400-00	CAMERAS/INTERCOM	$ 2,600	$ 2,515	$ 3,017	$ 3,000
80-83500-00	FIRE AND LIFE SAFETY	$ 6,500	$ 6,864	$ 8,237	$ 7,000
80-83600-00	SNOW REMOVAL	$ 8,500	$ 6,600	$ 7,920	$ 8,500
80-83700-00	BUILDING-GENERAL R&M	$ 64,148	$ 25,546	$ 30,656	$ 19,000
80-83-750-00	ROOF REPAIRS	$ 5,000	$ 2,797	$ -	$ -
80-83800-00	DOCKS	$ 4,700	$ 2,590	$ 3,850	$ 6,000
	TOTAL REPAIRS AND MAINT.	**$ 166,404**	**$ 156,999**	**$ 185,567**	**$ 205,070**

River Renaissance 2025 Budget

ACCT #	BUDGET ITEM	2024 Budget	YTD 1/1/24 - 10/30/24	Projected YTD 12/31/24	2025 Budget
	UTILITIES				
80-84100-00	ELECTRICITY	$ 42,500	$ 31,054	$ 37,265	$ 42,796
80-84200-00	WATER AND SEWER	$ 26,500	$ 33,761	$ 40,514	$ 35,840
80-84300-00	GAS	$ 24,500	$ 8,812	$ 10,575	$ 20,496
	TOTAL UTILITIES	**$ 93,500**	**$ 73,628**	**$ 88,354**	**$ 99,132**
	GENERAL AND ADMINISTRATIVE				
80-85100-00	CABLE/INTERNET	$ 93,000	$ 78,162	$ 93,794	$ 98,580
80-85200-00	TAXES/FEES/PERMITS/OTHER	$ 3,000	$ 3,334	$ 4,001	$ 7,500
80-85300-00	SPECIAL EVENTS/ANNUAL MTG.	$ 600	$ -	$ 600	$ 600
80-85400-00	MANAGEMENT FEES	$ 27,216	$ 22,845	$ 27,415	$ 28,305
80-85450-00	MANAGEMENT OTHER	$ -	$ 300	$ 360	$ 500
80-85500-00	ADMINSTRATIVE EXPENSE	$ 900	$ 2,405	$ 2,886	$ 3,000
80-85501-00	CITY OF MILWAUKEE FEES	$ -	$ 1,590	$ 1,908	$ 2,000
80-85600-00	TELEPHONE	$ 4,100	$ 3,999	$ 4,799	$ 5,200
80-85700-00	ACCOUNTING FEES	$ 250	$ 270	$ 270	$ 300
80-86000-00	INSURANCE	$ 52,356	$ (769)	$ 53,000	$ 46,981
80-86100-00	LEGAL FEES	$ 20,000	$ 21,576	$ 25,892	$ 10,000
80-86150-00	MAINTENANCE PHONE	$ -	$ 75	$ 90	$ 100
80-86200-00	OTHER/MISC./CONTINGENCY	$ 1,500	$ 162	$ 194	$ 1,500
80-86300-00	DAMAGE RESERVE - RESTORATION	$ -	$ 15,984	$ 19,181	$ 6,000
	TOTAL GENERAL & MAINT.	**$ 202,922**	**$ 149,934**	**$ 215,209**	**$ 210,566**
	TOTAL EXPENSES	**$ 484,126**	**$ 397,981**	**$ 510,033**	**$ 538,817**
	RESERVE ACCOUNTS				
80-88000-00	RESERVE CONTRIBUTION	$ 100,000	$ 83,333	$ 100,000	$ 141,000
80-88200-00	SA TRNASFER TO RESERVE	$ -	$ 670,000	$ 670,000	$ -
	TOTAL RESERVES	**$ 100,000**	**$ 753,333**	**$ 770,000**	**$ 141,000**
	RESERVE EXPENSES				
90-90225-00	GARAGE MAINTENANCE	$ -	$ 5,727	$ -	$ -
90-90255-00	GARAGE DOOR MOTOR REPLACEMENT	$ -	$ 4,960	$ -	$ -
90-90275-00	GARGAE DECK - REPAIRS	$ -	$ 543,849	$ -	$ -
90-90400-00	LED EMERGENCY LIGHTING	$ -	$ 13,035	$ -	$ -
90-90500-00	MECHANICALS (HEAT PUMP)	$ -	$ 5,800	$ -	$ -
90-90600-00	COOLING TOWER REPAIRS	$ -	$ 7,326	$ -	$ -
90-90800-00	MASONRY	$ -	$ 13,060	$ -	$ -
90-90900-00	RESERVE STUDY	$ -	$ 5,950	$ -	$ -
90-91000-00	HVAC VALVE REPLACEMENT	$ -	$ 5,800	$ -	$ -
	GOVERNANCE DOCUMENTS UPDATE	$ -	$ -	$ -	$ 20,000
	TOTAL EXPENSES & RESERVES	**$ 584,126**	**$ 1,756,820**	**$ 1,280,033**	**$ 699,817**
	DIFFERENCE	**$ -**	**$ 48,382**	**$ 632,816**	**$ 0**

	2023 Exemptions	2025 Exemptions
COMMERCIAL EXEMPTIONS		
East and West Elevator PM	$ 20,000	$ 47,000
Total Exemptions	**$ 20,000**	**$ 47,000**
Cable Expense	**$ 93,000**	**$ 98,580**

River Renaissance 2025 Fee Schedule

Total Expenses	Commercial Exemptions	Internet & Cable Fee	Joint Expenses	Reserve Fee	**Total Assessment**
$552,217	$47,000	$98,580	$406,637	$141,000	$693,217

Condo #	Sq. Ft.	% Total	% Resid					**2025**
101	2811	2.27%				$770.04	$267.01	**$1,037.05**
102	1632	1.32%				$447.07	$155.02	**$602.09**
103	2725	2.20%				$746.48	$258.84	**$1,005.32**
104	8562	6.92%				$2,345.46	$813.28	**$3,158.74**
201	1135	0.92%	1.05%	$41.17	$103.99	$310.92	$107.81	**$563.89**
202	1242	1.00%	1.15%	$45.05	$103.99	$340.23	$117.97	**$607.25**
203	2341	1.89%	2.17%	$84.92	$103.99	$641.29	$222.36	**$1,052.56**
204	1128	0.91%	1.04%	$40.92	$103.99	$309.00	$107.15	**$561.05**
205	992	0.80%	0.92%	$35.98	$103.99	$271.75	$94.23	**$505.95**
206	1488	1.20%	1.38%	$53.98	$103.99	$407.62	$141.34	**$706.93**
207	2351	1.90%	2.18%	$85.28	$103.99	$644.03	$223.31	**$1,056.61**
208	1336	1.08%	1.24%	$48.46	$103.99	$365.98	$126.90	**$645.33**
209	908	0.73%	0.84%	$32.94	$103.99	$248.74	$86.25	**$471.91**
210	892	0.72%	0.83%	$32.36	$103.99	$244.35	$84.73	**$465.43**
211	893	0.72%	0.83%	$32.39	$103.99	$244.63	$84.82	**$465.83**
212	909	0.73%	0.84%	$32.97	$103.99	$249.01	$86.34	**$472.31**
213	708	0.57%	0.66%	$25.68	$103.99	$193.95	$67.25	**$390.87**
301	1135	0.92%	1.05%	$41.17	$103.99	$310.92	$107.81	**$563.89**
302	1242	1.00%	1.15%	$45.05	$103.99	$340.23	$117.97	**$607.25**
303	2341	1.89%	2.17%	$84.92	$103.99	$641.29	$222.36	**$1,052.56**
304	1360	1.10%	1.26%	$49.33	$103.99	$372.56	$129.18	**$655.06**
305	1140	0.92%	1.06%	$41.35	$103.99	$312.29	$108.29	**$565.92**
306	1488	1.20%	1.38%	$53.98	$103.99	$407.62	$141.34	**$706.93**
307	2351	1.90%	2.18%	$85.28	$103.99	$644.03	$223.31	**$1,056.61**
308	1336	1.08%	1.24%	$48.46	$103.99	$365.98	$126.90	**$645.33**
309	908	0.73%	0.84%	$32.94	$103.99	$248.74	$86.25	**$471.91**
310	892	0.72%	0.83%	$32.36	$103.99	$244.35	$84.73	**$465.43**
311	893	0.72%	0.83%	$32.39	$103.99	$244.63	$84.82	**$465.83**
312	909	0.73%	0.84%	$32.97	$103.99	$249.01	$86.34	**$472.31**
313	708	0.57%	0.66%	$25.68	$103.99	$193.95	$67.25	**$390.87**
401	1135	0.92%	1.05%	$41.17	$103.99	$310.92	$107.81	**$563.89**
402	1242	1.00%	1.15%	$45.05	$103.99	$340.23	$117.97	**$607.25**
403	2341	1.89%	2.17%	$84.92	$103.99	$641.29	$222.36	**$1,052.56**
404	1360	1.10%	1.26%	$49.33	$103.99	$372.56	$129.18	**$655.06**
405	1140	0.92%	1.06%	$41.35	$103.99	$312.29	$108.29	**$565.92**
406	1488	1.20%	1.38%	$53.98	$103.99	$407.62	$141.34	**$706.93**
407	2351	1.90%	2.18%	$85.28	$103.99	$644.03	$223.31	**$1,056.61**
408	1336	1.08%	1.24%	$48.46	$103.99	$365.98	$126.90	**$645.33**
409	908	0.73%	0.84%	$32.94	$103.99	$248.74	$86.25	**$471.91**
410	892	0.72%	0.83%	$32.36	$103.99	$244.35	$84.73	**$465.43**
411	893	0.72%	0.83%	$32.39	$103.99	$244.63	$84.82	**$465.83**
412	909	0.73%	0.84%	$32.97	$103.99	$249.01	$86.34	**$472.31**
413	708	0.57%	0.66%	$25.68	$103.99	$193.95	$67.25	**$390.87**
501	1135	0.92%	1.05%	$41.17	$103.99	$310.92	$107.81	**$563.89**
502	1242	1.00%	1.15%	$45.05	$103.99	$340.23	$117.97	**$607.25**
503	2341	1.89%	2.17%	$84.92	$103.99	$641.29	$222.36	**$1,052.56**

River Renaissance 2025 Fee Schedule

				Total Expenses	Commercial Exemptions	Internet & Cable Fee	Joint Expenses	Reserve Fee	Total Assessment
				$552,217	$47,000	$98,580	$406,637	$141,000	$693,217
Condo #	Sq. Ft.	% Total	% Resid						2025
504	1360	1.10%	1.26%	$49.33	$103.99	$372.56	$129.18		**$655.06**
505	1140	0.92%	1.06%	$41.35	$103.99	$312.29	$108.29		**$565.92**
506	1488	1.20%	1.38%	$53.98	$103.99	$407.62	$141.34		**$706.93**
507	2351	1.90%	2.18%	$85.28	$103.99	$644.03	$223.31		**$1,056.61**
508	1336	1.08%	1.24%	$48.46	$103.99	$365.98	$126.90		**$645.33**
509	908	0.73%	0.84%	$32.94	$103.99	$248.74	$86.25		**$471.91**
510	892	0.72%	0.83%	$32.36	$103.99	$244.35	$84.73		**$465.43**
511	893	0.72%	0.83%	$32.39	$103.99	$244.63	$84.82		**$465.83**
512	909	0.73%	0.84%	$32.97	$103.99	$249.01	$86.34		**$472.31**
513	708	0.57%	0.66%	$25.68	$103.99	$193.95	$67.25		**$390.87**
601	1135	0.92%	1.05%	$41.17	$103.99	$310.92	$107.81		**$563.89**
602	1242	1.00%	1.15%	$45.05	$103.99	$340.23	$117.97		**$607.25**
603	2341	1.89%	2.17%	$84.92	$103.99	$641.29	$222.36		**$1,052.56**
604	1360	1.10%	1.26%	$49.33	$103.99	$372.56	$129.18		**$655.06**
605	1140	0.92%	1.06%	$41.35	$103.99	$312.29	$108.29		**$565.92**
606	1488	1.20%	1.38%	$53.98	$103.99	$407.62	$141.34		**$706.93**
607	2351	1.90%	2.18%	$85.28	$103.99	$644.03	$223.31		**$1,056.61**
608	1336	1.08%	1.24%	$48.46	$103.99	$365.98	$126.90		**$645.33**
609	908	0.73%	0.84%	$32.94	$103.99	$248.74	$86.25		**$471.91**
610	892	0.72%	0.83%	$32.36	$103.99	$244.35	$84.73		**$465.43**
611	893	0.72%	0.83%	$32.39	$103.99	$244.63	$84.82		**$465.83**
612	909	0.73%	0.84%	$32.97	$103.99	$249.01	$86.34		**$472.31**
613	708	0.57%	0.66%	$25.68	$103.99	$193.95	$67.25		**$390.87**
701	2125	1.72%	1.97%	$77.08	$103.99	$582.12	$201.85		**$965.04**
702	1042	0.84%	0.97%	$37.80	$103.99	$285.44	$98.98		**$526.21**
703	2341	1.89%	2.17%	$84.92	$103.99	$641.29	$222.36		**$1,052.56**
704	1360	1.10%	1.26%	$49.33	$103.99	$372.56	$129.18		**$655.06**
705	1140	0.92%	1.06%	$41.35	$103.99	$312.29	$108.29		**$565.92**
706	1488	1.20%	1.38%	$53.98	$103.99	$407.62	$141.34		**$706.93**
707	2351	1.90%	2.18%	$85.28	$103.99	$644.03	$223.31		**$1,056.61**
708	1336	1.08%	1.24%	$48.46	$103.99	$365.98	$126.90		**$645.33**
709	908	0.73%	0.84%	$32.94	$103.99	$248.74	$86.25		**$471.91**
710	892	0.72%	0.83%	$32.36	$103.99	$244.35	$84.73		**$465.43**
711	893	0.72%	0.83%	$32.39	$103.99	$244.63	$84.82		**$465.83**
712	909	0.73%	0.84%	$32.97	$103.99	$249.01	$86.34		**$472.31**
802	4701	3.80%	4.35%	$170.53	$103.99	$1,287.78	$446.53		**$2,008.83**
801	3350	2.71%	3.10%	$121.52	$103.99	$917.69	$318.21		**$1,461.41**
Total	123701	100.00%	100.00%	$3,916.67	$8,215.00	$33,886.39	$11,750.00		**$57,768.06**

RIVER RENAISSANCE CONDOMINIUMS

DISCLOSURE MATERIALS

SECTION G

RULES & REGULATIONS

HUNT MANAGEMENT INCORPORATED SINCE 1982

A Community Presence

River Renaissance Condominium Association, Inc.

Moving In or Out?

MOVING RULES: AMENDED AUGUST 2017
ADVANCE NOTIFICATION of moves in or out of the River Renaissance building is required – for moving IN, as soon as possible after a lease is executed and at least one week before moving OUT.

Failure to provide proper notice shall result in a $100 fine to the unit OWNER.

If you fail to give advance notification of a move, you could find yourself trying to move in or out at the same time someone else is. Whichever party gave advance notification has priority and the other party's movers will have to wait. This potential situation does NOT negate any of the rules listed below.

Please use complete the MOVING NOTIFICATION FORM to register your move. This form is part of the disclosure packet. Note: This notification only satisfies RR's building policy it does NOT constitute notice to your landlord.

Only OWNERS are allowed to have pets at RR. If you are an owner who has purchased a condominium at RR and have a pet (dog or cat), Please review the RR's Pet Policy and complete the the form to acknowledge receipt of the Pet Policy and to register your pet (if you have one) and attach a digital photo of your pet.

The River Renaissance building has no freight elevator or loading dock to accommodate moves. The parking lot to the east of the building is privately owned. Moving vehicles can only park on Erie Street – a busy, often congested area. There are two elevators in the building. The west elevator is in the main lobby front entrance off Erie Street. The west elevator may NOT be used for moving under any circumstances! The east elevator is located in the lobby off the river walk access ramp at the east end of the building. Only the EAST elevator can be used for moves in and out of River Renaissance. The east elevator serves the residential floors in the building and, therefore, cannot be held at any floor during moves or reserved. Please be aware of and respect the following: CONDO ASSN / BUILDING MANAGEMENT RULES RELATING TO MOVES:

1. The west elevator and main lobby may NOT be used for moving under any circumstances!
2. Only the EAST elevator can be used for moves in and out of River Renaissance. It cannot be held at floors during moves or reserved.
3. The east elevator dimensions – see layout on website
4. The parking lot to the east of the RR building is NOT owned by the Association and cannot be used for moves on any day or at any time.
5. No moving trucks or trailers are allowed inside the parking garage.

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

HUNT MANAGEMENT INCORPORATED SINCE 1982

A Community Presence

6. Moving trucks must park on ERIE STREET and may NOT block RR's garage entrance.
7. It is the mover's responsibility to observe parking regulations.
8. If necessary, to double-park, a cell-phone contact number should be clearly displayed in moving vehicle's window.
9. The east entrance door (adjacent to the river walk access ramp) may not be left propped open and unattended at any time during a move.
10. Propping the east entrance door, leaving it unattended, is a security violation and CCTV recorded.
11. The east elevator cannot be held at any floor during moves.
12. During moves, corridors must be kept clear of furniture, boxes and moving materials and equipment.
13. Boxes and cartons must be FLATTENED and placed in the cardboard dumpster at the west end of the parking garage (upper level P1).
14. Common area floor and wall protection is the responsibility of the party moving in or out.
15. NOTE: Moves often result in furniture and other items to be disposed of. Disposal is the responsibility of the resident, NOT the condo association. Do not leave these items anywhere in the building / garage. Please review the website for trash policy.
16. A $300 DEPOSIT SHALL BE COLLECTED FOR ANY MOVE 10 DAYS PRIOR TO THE SCHEDULED MOVE DATE. Payment shall be made payable to: River Renaissance Condominium and mailed to: Hunt Management – 10520 N. Baehr Rd., Suite Q, Mequon, WI 53092.
17. ANY DAMAGE THAT OCCURS FROM A MOVE SHALL BE ASSESSED TO THE UNIT OWNER.
18. FAILURE TO PROVIDE PROPER NOTICE SHALL RESULT IN A $100 FINE.
19. Please check and review ESSENTIAL BUILDING INFORMATION located on the website.

- Residents observing violations of any of the above, should report (date, time & unit #) for follow-up by Property Manager, Christy True, at Hunt Management (262) 238-1480.
- Contact WE Energies to set up or terminate your gas & electric utilities account. (800-242-9137 or online)
- Renters must arrange for acquiring and turning in unit and mailbox keys, fobs and garage remote openers with their landlord or rental agent.
- Renters must contact their landlord or leasing agent with any questions or issues relating to their unit.

HUNT MANAGEMENT INCORPORATED SINCE 1982

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River Renaissance Condominium Association, Inc.
Moving Notification Form

Unit OWNERS are responsible for payment of a $300 damage deposit to the RR HOA 10 days prior to ANY scheduled move date. I affirm that this has been done: _____ Yes

RR Unit #:_____

Please Select – I will be: _____Moving In _____Moving Out

If I am renting, I understand the unit owner and I are required to sign a Condo Assn Rider which must be submitted to Hunt Management: _____Done

Only OWNERS may have a Pet. Please Select:_____No Pet_____Dog_____Cat____
_____Other – Please List_____

I have viewed all the Move In /Move Out Rules & Regulations_____Yes

Move In Date_____Times:_____ Move Out Date_____Times:_____

Resident 1 – First Name:_____Resident 1 – Last Name:_____

Resident 1 – Phone Number:_____Resident 1 – Email Address:_____

Resident 2 – First Name:_____Resident 1 – Last Name:_____

Resident 2 – Phone Number:_____Resident 1 – Email Address:_____

EMERGENCY Contact:_____EMERGENCY Phone Number:_____

Vehicle 1 – Make/Mode/License #_____Assigned Parking Space:_____

Vehicle 2 – Make/Mode/License #_____Assigned Parking Space:_____

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

RIVER RENAISSANCE CONDOMINIUMASSOCIATION LEASING RULES

The following rules apply to all units and all new leases and renewals of leases executed after the date of adoption of these rules by the River Renaissance Condominium Association Board of Directors.

Within 30 days after the effective date of these rules, owners who currently lease their units are required to provide the following to the Managing Agent for the Condominium Association — mailed to the same address the monthly assessments are mailed.

(1) a copy of current lease(s), and
(2) a fully executed Leasing Rules Acknowledgement form

This form and the leasing rules delineated below can be downloaded at:
riverrenhoa.com — **"leasing rules" link on the home page**

The following leasing rules have been adopted by the River Renaissance Condominium Association Board of Directors, effective May 9, 2013. Amended on August 15, 2017.

1. A unit owner may lease or sublease his/her unit provided that the unit owner complies with the following rules:

a. No unit may be leased or subleased without a written lease or sublease;

b. Owner shall add a provision in the lease stating that if the owner is delinquent, future rental payments in the amount currently due to the Association shall be sent to the Association; attached rider shall be signed by both landlord and tenant and be provided to management 7 days prior to the lease start date.

b. Within 7 days after execution of a written lease and prior to the beginning of the lease term, the owner must provide the Association with the following:

i. notice of the name and permanent address of the tenant, and the term of the lease, setting forth the commencement date and expiration thereof. A copy of the fully completed and executed lease, with all attachments, given or delivered to the Association will satisfy this requirement. The right of any lessee or sublessee of a unit, or any parts thereof, shall be subject to, and each lessee and sublessee shall be bound by, the covenants, conditions, and restrictions set forth in the River Renaissance Declaration, Bylaws and Rules and Regulations.

ii. executed Leasing Rules & Leasing Rules Acknowledgement Form

iii. evidence of completed tenant credit report

iv. evidence of completed tenant criminal background check

v. check for $300 non-refundable processing fee payable to the River Renaissance Condominium Association.

2. Residential leases must be for a minimum term of twelve (12) months. No unit may be leased more than once within a twelve (12) month period without prior written consent of the River Renaissance Condominium Association Board of Directors.

3. The number of tenants and other occupants in a unit must be no more than two persons per bedroom if leased to a family (as required by Fair Housing Laws) and no more than one person per bedroom if not leased to a family or cohabitants. Media rooms and dens do not count as a bedroom.

4. Only the individual person(s) named as tenants and occupants on the lease may occupy the premises. Units may not be leased for a corporate suite or transient purposes, unless approved in writing by the River Renaissance Condominium Association Board of Directors.

5. No residential unit may be leased by an owner who has outstanding monthly assessments or unpaid fines.

6. Any new or renewal lease executed after the effective date of these rules is required to be on Residential Lease (Form 19) from Wisconsin State Law Library and to have this document (Leasing Rules & Leasing Rules Acknowledgement Form) executed and attached to the lease. This document can be downloaded at riverrenhoa.com — "leasing rule" link on the home page.

7. Violations of these rules may result in a fine. There will be no "Warning" given for a violation of these rules.

8. The unit owner or the unit owner's rental agent is responsible for scheduling moves in and out of the building with the Managing Agent for the River Renaissance Condominium Association no less than one week in advance of any move. This is accomplished by visiting the association's website at riverrenhoa.com - "MOVES" link on the home page. Click on the interactive form and provide ALL information requested.

9. The unit owner or the unit owner's rental agent is responsible for providing unit and mailbox keys, fobs and garage door openers to the tenant as well as collecting them on move out. Tenants must arrive properly equipped for moving to prevent damage to common areas. Heavy furniture requires at least three people to manage door security, elevator entry and exit. If using third party vendors to move, a certificate of insurance, naming River Renaissance Condominium Association as coinsured is required at least five days prior to moving day.

10. All moving must be done through the EAST lobby and east lobby elevator. Entrance is accessible via the outside boardwalk on the east side of the building. Observe parking regulations when parking moving vehicles on Erie Street. The parking lot to the east of the RR building is NOT owned by the Association. No moving trucks or trailers are allowed inside the parking garage due to clearance concerns and interference with resident traffic. Pads will be placed in the east elevator, but the elevator will not be locked out. All moves must be completed within a reasonable period of time. Three (3) hours is considered reasonable. The east boardwalk door must not be propped open. All cardboard boxes must be broken down and deposited in the recycle bin on parking garage level P-1. No personal belongings, packing materials or moving conveyances may be deposited in hallways, elevator or garage. All areas must be mopped, vacuumed and cleaned as needed after move is complete. Absolutely no furniture delivery or moving activity may take place through the front (west) lobby or front lobby elevator. Security cameras in both east and west lobbies monitor and record all activity in these areas.

11. Tenants are NOT allowed to have pets per the Association's Pet Policy adopted 7/1/14. Medically required service dogs are the exception.

12. In order to preserve the high standards of maintenance and care and the other benefit arising from owner occupancy of units, including low turnover of occupants, no unit may be occupied by solely non-owner occupants during the 12 month period immediately following a transfer of ownership of said unit. The Board of Directors shall upon receipt of a written request waive the foregoing prohibition if the Board of Directors determines that the non owner occupancy is being sought by reason of a sufficiently significant unforeseeable event which occurred within the twelve month period. Any exceptions need to be reviewed and pre-approved by the Board. Any written request for a waiver shall be deemed denied if not granted in writing within thirty days after receipt by the Board of Directors.

13. If a tenant of a unit commits a violation that results in a charge, fine, or assessment imposed by the association pursuant to the bylaws or association rules, the tenant is liable for the charge, fine or assessment, except that for any fine not paid by the tenant within 30 days after receiving statutorily required notice, the owner of the unit occupied by the tenant when the violation occurred shall be liable for any charges, fines, or assessments imposed by the association.

River Renaissance Homeowner Association Leasing Rules Acknowledgment

OWNER:

Name(s) _____Unit #_____
Mobile Phone (including area code)_____

Email_____

TENANT #1:

Name (first & last)_____

Mobile Phone (including area code)_____

Email_____

TENANT #2: (if applicable)

Name (first & last)_____

Mobile Phone (including area code)_____

Email_____

TENANT #3: (if applicable)

Name (first & last)_____

Mobile Phone (including area code)_____

Email_____

VEHICLES #1:

Make_____Model_____Year_____Color_____

License Number_____Deeded Owner Parking Space #_____

VEHICLES #2: (if applicable)

Make_____Model_____Year_____Color_____

License Number_____Deeded Owner Parking Space #_____

Owner and Renter(s) acknowledge receipt of, and by their signature(s) agree to comply with, the policies and rules stated in this document. ALL parties residing in the unit must sign this agreement.

UNIT OWNER
SIGNATURE_____Date_____

TENANT SIGNATURES as applicable:

_____Date_____

_____Date_____

_____Date_____

On behalf of

River Renaissance
Association_____Date_____

(Managing Agent for RR Homeowner Assn)

Attachments per rule #1 (page 1 of this document) must accompany this form as instructed

RIVER RENAISSANCE CONDOMINIUM ASSOCIATION
RIDER

This Rider is dated as of _____, ___, between _____, ("*Landlord*") and _____("*Tenant*") and is hereby made an integral part of and deemed by the parties hereto to be incorporated within the foregoing lease (the "*Lease*"), dated as of _____, ___, between the Landlord and Tenant, as fully stated therein.

Landlord Delinquency – Permissible Setoff

Notwithstanding anything to the contrary in this Lease, in the event that the Landlord is delinquent in the payment of any assessments or fees due to the Association, and upon written notice by the Association to Tenant and Landlord providing the amount of such delinquency, Tenant shall subtract the amount of the delinquency from its next scheduled rental payment to Landlord and remit that amount by check payable to the River Renaissance Condominium Association to the River Renaissance Condominium Association to be applied by the Association toward the delinquency, until such delinquency is paid in full. Tenant's payment of any such amount under this provision is a permissible setoff and shall not be deemed by Landlord to be a breach or default of this Lease.

This Rider may be executed in any number of counterparts and by facsimile, electronic or digital signature, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

Landlord: _____
Printed Name _____
Date: _____

Tenant: _____
Printed Name _____
Date: _____

IMPORTANT INFORMATION
Please keep this information with your governing documents

River Renaissance Condominium Association, Inc.

RULES ENFORCEMENT AND GRIEVANCE PROCEDURE RESOLUTION

WHEREAS the Board of Directors of River Renaissance Condominium Association, Inc. "(Association") has the power to exercise for the association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by the Bylaws, Articles of Incorporation or Declaration, pursuant to Article III, Section 4 of the Bylaws;

WHEREAS the Board of Directors shall from time to time promulgate and amend rules and regulations, including rules for the use of common area and facilities, pursuant to Bylaws Article VI, Section 5;

WHEREAS there is a need to ensure that the members of the Association obey the Rules of the Association and that the Association provide due process while enforcing the rules contained in its governing documents;

THEREFORE, BE IT RESOLVED that the Association adopt the following Rules Enforcement and Grievance Procedure:

1. The following is a schedule of the fines that will be imposed for non-compliance with the Declaration, By-Laws, rules, regulations, covenants, conditions or restrictions (herein collectively "Condominium Documents"):

   a. **A WRITTEN WARNING for a Unit Owner or resident's first violation** of the Condominium Documents. In addition, a member of the Board or the Property Manager may attempt to contact the offending party to explain the violation and the need that all residents and Unit owners comply with the Condominium Documents.

   b. **FIFTY DOLLARS ($50.00)** shall be assessed against a resident or Unit Owner for a second violation of the Condominium Documents. The second violation does not need to be the same violation as the first violation in order for the $50 fine to be assessed.

   c. **ONE HUNDRED DOLLARS ($100.00)** shall be assessed against a resident or Unit Owner for each successive violation of the Condominium Documents.

   d. Notwithstanding paragraphs (a-c) immediately above, **FIVE HUNDRED DOLLARS ($500.00) for each violation** of the Condominium Documents, when in the sole opinion of the Board of Directors the violation meets one or more of the following criteria:

1. The violation is in direct defiance of a previous mandate from the Board of Directors.
2. The violation was malicious in its intent.
3. The violation is evidence of a pattern of the resident's or Unit Owner's non-compliance with the Condominium Documents.
4. The violation is of such a nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined. *(i.e. if alterations are made that cannot be restored to their original state.)*

2. Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board.

3. **Attorney Fees**

   a. The Board may also assess a unit owner who has violated the Condominium Documents for the actual attorney fees incurred associated with reviewing the facts and Condominium Documents and advising the Board.

   b. In the event that the Association retains an attorney to collect any funds due, enforce any rule, bring any claim against a unit owner or defend any claim or allegation by a unit owner, including any counterclaim, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees.

4. Any Unit Owner or resident who has been accused of violating the Condominium Documents or been fined may demand that the matter be heard by a Grievance Committee. Such demand must be in writing and provided to the Board of Directors within 14 calendar days of the notice of the violation or fine. If no demand is made within 14 calendar days, then the finding of a violation and/or fine shall be final and binding. If a demand is timely made, the matter shall be submitted to the Grievance Committee within seven (7) days.

5. **GRIEVANCE COMMITTEE RULES AND PROCEDURES**:

   a. The Grievance Committee shall consist of four (4) members at large of the Association who are chosen by the Board. The members at large shall not be officers or members of the Board of Directors of the Association.

   b. Each member at large shall serve for one (1) year.

   c. For any grievance hearing, three (3) of the four (4) members shall serve. A majority vote of the Committee will determine the action and decisions of the Committee.

   d. Members serving on any Grievance Committee must not be directly involved in the specific dispute at hand.

e. Upon receipt by the Grievance Committee of a grievance, the matter shall proceed as follows:

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

   a. Of the time, place and date of a hearing before the Grievance Committee.

   b. Of the right to counsel.

   c. That evidence shall be received and a record made whether or not the party complained against attends.

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

   a. The hearing.

   b. The determination and decision.

3. The Hearing Section shall be open to only the Grievance Committee, the parties involved, their attorneys and witnesses.

4. The Determination and Decision Section of the meeting shall be open only to the Grievance Committee, and possibly the attorney for the Association if so requested by the Grievance Committee. The decision will be rendered in writing to all concerned parties within five (5) business days of the hearing.

5. If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable by the Grievance Committee, the grievance shall be dismissed without prejudice and reasonable and necessary costs incurred by the responding party assessed against the complaining party.

6. If the alleged offender fails to appear, the complainant must prove his/her grievance and no presumption shall be made against the alleged offender for non-appearance.

7. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.

f. The decision of the Grievance Committee is final and binding. There shall be no appeal of the decision absent evidence that:

1. The award was procured by corruption, fraud or undue means;

2. There was evident partiality or corruption on the part of the Grievance Committee, or any of them;

3. The member of the Grievance Committee were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause show, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced;

4. The Grievance Committee exceeded its powers, or so imperfectly executed them that a mutual, final and definite award upon the subject matter submitted was not made.

BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to all homeowners at their last known addresses.

The Board of Directors adopted this resolution on May 9, 2013, with the policy to take effect on May 9, 2013.

President _____

Secretary _____

RIVER RENAISSANCE CONDOMINIUM HOMEOWNERS' ASSOCIATION

SMOKING POLICY

(adopted and effective May 14, 2015)

- Smoking in **COMMON AREAS** in the building is **PROHIBITED.**
  Common areas in the River Renaissance Condominium By-laws include:
  lobbies (including the outer vestibule of front lobby entrance)
  stairwells
  hallways
  elevators
  2nd floor garden area
  parking garage

- Smoking in **LIMITED COMMON AREAS** in the building is **ALLOWED.**
  Limited common areas in River Renaissance Condominium By-laws include:
  unit balconies

  It should be noted that owners who lease their units reserve the right to restrict smoking in the unit they are renting including the unit's balcony.

  Smoking on unit balconies by residents or guests is subject to an OWNER fine for the following:

  Cigarette butts may not be tossed off balconies.

  A proper receptacle must be used for this purpose.
  (Failure to provide a receptable that will secure cigarette butts being displaced by wind will be construed as a violation of this rule.)

RIVER RENAISSANCE CONDOMINIUM HOMEOWNERS' ASSOCIATION
PET POLICY (updated and adopted on September 2, 2021 and effective October 2021)

The rules of this policy are in accord with all rules and references to pets stated in the original RiverRenaissance Condominium Declaration and By-laws.

Pet owners, before move-in or at any time a pet is acquired, must complete the combined Pet Policy Acknowledgement, Pet Registration form and photo of pet before occupying a unit. This Form can be found on the Management Company website and submitted by down- loading, printing and mailing to ~~Siegel Gallagher, or submitted electronically (Visit riverrenhoa.com. Click on the link "Essential Building Information" on the home page and then to the link "Pet Policy".)~~ the Management Company.

1. ~~Tenants are not allowed to keep pets of any kind. *(Tenants prior to this policy becoming effective July 1, 2014 will be grandfathered through their residency at River Renaissance.)*~~

2. ~~A maximum number of pets two pets may be kept in any one Unit by Owners. This may be any combination of the following: dogs, cats, and birds. Fish may be kept in an aquarium of reasonably modest size.~~ The only live animals allowed to be kept as pets at River Renaissance are dogs, cats, birds and fish. No other animals are allowed at River Renaissance, including but not limited to, hamsters, snakes, ferrets, rabbits, lizard or frogs. Per the Bylaws Section 6: No animals, livestock or poultry of any kind shall be raised, bred, or kept in any unit or the common areas or limited common areas.

3. Residents may have a maximum of two total pets (not including fish*), with the exception that if all pets are cats, a total of three cats are allowed.
   a. Dogs: residents are allowed a maximum of 2 dogs. Breed restrictions apply based on the insurance requirements of River Renaissance, but there are no size restrictions.
   b. Cats: residents are allowed a maximum of 3 cats. There are no size restrictions.
   c. Birds: residents are allowed a maximum of 2 birds. No bird can individually exceed one pound.
   d. Fish: Are not included in the pet quantity restriction and may be kept in addition to other pets. Residents may keep one aquarium up to 20 gallons containing an appropriate number of fish for the size.

4. WI State Statute requires that all dogs and cats over 5 months of age have a current rabies tag and license tag. These tags are issued by Milwaukee County. See madacc.org (Milwaukee Area Domestic Animal Control Commission). Unit owners must provide copy of rabies vaccination.

5. Prohibited dog breeds are Pit Bulls or Pit Bull mixed breed, Akita, Staffordshire Bull Terrier, Doberman Pinscher, Chow, Presa Canario. Most insurance companies have identified these breeds as the most likely to be aggressive and to cause bodily harm and do therefore refuse

to insure households which keep these breeds.

6. Pets shall not be kept, bred or used for any commercial purpose. All cats and dogs must be spayed orneutered by six months of age unless the procedure is deemed medically unsafe by a veterinarian.

7. Pets must be confined to the Owner's unit and must not be allowed to roam free in common areas, betethered or be allowed to eliminate on balconies.

8. Pets in transit are to be carried, restrained by a leash no longer than 6 feet in length, or placed in ananimal carrier.

9. Pets are not allowed access to the Resident Garden on Level 2.

10. Pet waste must be picked up immediately and disposed of in an outside receptacle.

11. Cat litter must NEVER be disposed of in toilets. Cat litter should be double and tripled bag before thrown out and preferred if it was not put down the trash chute.

12. Pet waste must be picked up and the area thoroughly cleaned in the event a pet soils the elevator, lobby, hallways, garage or outside entryway. Every attempt to prevent the pet from eliminating in the immediate area of the outside entry/parkway should be made.

13. Pet Owners are responsible for any damage caused by their pets. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage or soiling is also the full responsibility ofthe Pet Owner.

14. Assistance animals are permitted in accordance with the ADA standards. (Americans with Disabilities Act), and will still need to complete Pet Registration Form.

15. Owners are responsible for the pets of guests who visit their unit; such pets are subject to the same restrictions as resident pets. No pet(s) of guests can stay in the unit for more than 14 days (consecutiveor staggered) in any one-year period without prior written permission of the Board of Directors.

16. No pet shall be allowed to become a nuisance or create any unreasonable disturbance, Examples ofnuisance behavior for the purposes of this paragraph are, but not limited to:

- Pets whose unruly behavior causes personal injury or property damage.

- Pets who make noise continuously and/or incessantly for a period of 10 minutes or intermittently for 2hours or more to the disturbance of any person at any time of day or night.

- Pets in common areas who are not under the complete physical control of a responsible human companion and on a hand-held leash of no more than six feet in length or in a pet carrier.

- Pets who relieve themselves on walls or floors of common areas.

- Pets who exhibit aggressive or other dangerous or potentially dangerous behavior.

- Pets who are conspicuously unclean or parasite infested.

- 'The City of Milwaukee, Department of Neighborhood Services, Environmental Health and Nuisance Control laws will be followed regarding these and all other nuisance issues.

17. River Renaissance Condominium Homeowners' Association will control and enforce these rules in accordance with the Rules Enforcement and Grievance Procedure Resolution currently in effect, including the assessment of fines and amounts necessary to repair or replace damaged areas or objects.

18. If after the full process of the Rules Enforcement and Grievance Procedure it is determined by the Board that the pet is a nuisance or a danger to the River Renaissance community, the Board may require the permanent removal of the pet. If it is so determined, the Pet Owner will have seven (7) days to remove the pet from the premises.

19. Pet Owners shall indemnify the association and hold it harmless against loss or liability of any kind arising from their pet(s).

RIVER RENAISSANCE CONDOMINIUM HOMEOWNERS' ASSOCIATION
PET REGISTRATION

I have read the above Pet Policy and hereby agree to follow Pet Policy. I will also complete the Pet Registration Form below and include the following: City of Milwaukee Pet License, Rabies Vaccination, and photo of Animal(s).

Dated this _____day of _____, 20_____

_____ _____
Unit Owner Name (Printed) Signature of Unit Owner

Unit's Address:_____Unit Owner's Unit #: _____

ANIMAL #1
Name:_____Type:_____

Breed:_____Rabies Date:_____

Color:_____Weight:_____Height:_____

ANIMAL #2
Name:_____Type:_____

Breed:_____Rabies Date: _____

Color:_____Weight:_____Height:_____

ANIMAL #3
Name:_____Type:_____

Breed:_____Rabies Date:_____

Color:_____Weight:_____Height:_____

PLEASE COMPLETE AND FORWARD TO HUNT MANAGEMENT
MAIL: 10520 N. BAEHR ROAD, SUITE Q, MEQUON, WI 53092
FAX: 262-238-1485
EMAIL: CLIENTSERVICES@HUNTMANAGEMENT.COM

RIVER RENAISSANCE CONDOMINIUM HOMEOWNERS' ASSOCIATION

Assessments & Enforcement

(adopted and effective September 1, 2015)

HOA dues payable to River Renaissance Condominium Association are due on the first of each month and delinquent if not received by the tenth. Electronic payments will be debited on the fifth. Checks should be mailed before the first to ensure payment is received by the tenth, following which a late charge must be levied.

Reference: (Declaration Article V — Budgets, Common Expenses, Assessments & Enforcement -Section 5.01 Assessments): *"If such assessments are not paid by the 10th day of each month, an additional $25.00 late fee will be assessed to such Unit."*

- For payments not received by the 10th of the month, the unit owner will be charged a $25 late fee and sent a reminder notice.
- For payments remaining delinquent and not received by the 10th of the following month, the unit owner will be charged an additional $25 late fee and sent a demand letter.
- For payments continuing delinquent for the third month, and not received by the 10th, the owner will again be charged a $25 late fee and be notified that a lien will be filed, the expense for which, including attorney fees, will be recovered from the unit owner together with any ongoing delinquency and subsequent late fees.

An owner who is not current with their assessments, will not be allowed to vote at a meeting of the Association, serve on the Board of Directors, or rent their condominium.

IMPORTANT INFORMATION
Please keep this information with your Governing Documents
River Renaissance Condominiums

RESOLUTION FOR NEW RULE

WHEREAS the Board of Directors of the River Renaissance Condominiums has the power and duties to handle the administration and affairs of the Association including the management and operation of the condominium property.

WHEREAS the Board of Directors shall from time to time adopt and update rules and regulations governing the operation, maintenance and use of the units and the common elements and facilities by the unit owners and occupants, pursuant to Section 5.04 (d) of the Declaration.

WHEREAS there is a need to make sure there are provisions on owners providing contact information by a specific date every year or as necessary.

BE IT RESOLVED that:

The following regulations apply to providing unit and contact information.

1.) Each Homeowner shall be responsible to provide the Board of Directors with accurate and current information as requested on the attached River Renaissance Registration form.
2.) This information is to be updated on a yearly basis or any time when a new occupant or tenant moves in. New Unit Information Forms will be mailed each year either with the Annual Meeting or Budget notice.
3.) All responses and registration forms will be due by January 1st.
4.) Fines of $25 per month may be assessed for failure to comply.

HUNT MANAGEMENT INCORPORATED SINCE 1982

A Community Presence

RIVER RENAISSANCE CONDOMINIUM ASSOCIATION, INC.

2021 REGISTRATION FORM

Form must be completed and returned by January 1, 2021.
Failure to submit by deadline will result in fines, until received.

OWNER: NAME (S) _____

UNIT _____ALT. ADDRESS_____

PHONE # (HM)_____(CELL)_____(CELL)_____

PHONE # (WK)_____PHONE # (WK)_____

E-MAIL ADDRESS(S)_____/_____

EMERGENCY CONTACT _____PHONE_____

MORTGAGE CO. _____ PURCHASE DATE _____

INSURANCE CO. _____

OCCUPIED BY OWNER: YES_____ NO_____

IF NO- PLEASE SPECIFY RELATIONSHIP OF OCCUPPANT(S):_____

NAME (S) _____

OCCUPANCY DATE_____IF RENTAL – LEASE DATES:_____

PHONE #'S (HM) _____(Cell)_____(WK)_____

EMAIL ADDRESS:_____

EMERGENCY CONTACT_____PHONE_____

PLEASE LIST THE VEHICLE PARKED AT RIVER RENAISSANCE:

MAKE_____COLOR_____ LICENSE #_____ Parking Space # _____

MAKE_____ COLOR_____ LICENSE #_____ Parking Space # _____

MAKE_____ COLOR_____ LICENSE #_____ Parking Space # _____

MAKE_____ COLOR_____ LICENSE #_____ Parking Space # _____

STORAGE UNIT #_____BOAT SLIP # _____BOAT REG#_____

KEY FOB # (S)_____

NAMES OF ALL PEOPLE IN RESIDENCE, INCLUDING CHILDREN _____

_____

PETS IN RESIDENCE (TYPE, NAME, SIZE, WEIGHT, COLOR, VACCINATIONS, & MILWAUKEE LICENSE #) LIMIT OF 2

_____

_____

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

IMPORTANT INFORMATION
Please keep this information with your Governing Documents
River Renaissance Condominium Association, Inc.

RESOLUTION FOR A NEW RULE

WHEREAS the Board of Directors of the River Renaissance Condominium Association, Inc. has the power and duties to handle the administration and affairs of the Association including the management and operation of the condominium property.

WHEREAS the Board of Directors shall from time to time adopt and update rules and regulations governing the operation, maintenance and use of the units and the common elements and facilities by the unit owners and occupants, pursuant to Article V, Section 5.04 (d) of the Declaration.

WHEREAS, there is a need to update a rule for political signage to be in compliaint with the Wisconsin Statutes 703.105 – Display of political signs.

WHEREAS, Article V1, Section 1 (e) states No person may post any advertisement, poster or sign of any kind on the exterior of a Unit or in the windows of a Unit.

LET IT BE IT RESOLVED that: Political signs advocating the election of an individual or individuals to public office, which are not larger than 22" by 14", may be displayed from the window of a unit. Such signs may be displayed no earlier than thirty days prior to the election and must be removed no later than ten days following such election.

The Board of Directors adopted this Resolution on the 17th day of September, 2020.

River Renaissance Condominiums
Construction and Renovation Procedures and Rules - updated 09/17/2020

These rules shall apply to all build-outs and contractor renovations taking place in River Renaissance Condominiums. Condominium owner shall be responsible for all actions of the Contractor(s) they hire. Emergency conditions are covered separately. **Owners who perform their own construction/remodeling work are subject to the same procedures and rules.**

NOTICE

Notice of construction to or within a building unit must be received by River Renaissance Condominium board and to its management company, Hunt Management, **at least two weeks prior** to work beginning indicating the time frame for work, condo number and scope of work.

All unit owners or developer along with chosen contractor(s) must complete and sign the attached acknowledgment form on page 5 and submit to the management company (Hunt Management) who will then forward same to the River Renaissance Condominium Association Board for approval to execute the work. Failure to do so will result in fines to your unit.

PERMITS, INSURANCE & INSPECTIONS

Building Codes

- Work shall be done in conformance with all applicable building codes.
- All applicable building permits must be obtained and required inspections conducted.
- Documentation must be provided to Hunt Management who will forward to the River Renaissance Condominium Board.

Insurance

- Prior to work beginning, Contractor shall have their insurance provider issue a certificate of insurance on file listing River Renaissance Condominium Association and Hunt Management as also insured. Documentation must be submitted to Hunt Management who will forward same to River Renaissance Condominium Association Board.
- Contractor shall maintain Worker's Compensation Insurance coverage for the duration of the work to be performed at River Renaissance.
- Contractor shall maintain minimum liability coverage of $2 Million.
- If unit owners will be doing the work, they shall maintain minimum liability coverage of $1 Million

CONTRACTORS & WORKERS

A List of Contractors and Sub Contractors shall be provided along with contact information for each.

Contractors doing work at River Renaissance Condominiums must provide evidence of current licensing/ credentialing with both the City of Milwaukee and the State of Wisconsin to Hunt Management Company and River Renaissance Condominium Association Board.

All Contractors and sub-contractors are subject to approval in advance by the River Renaissance Condominium Association Board and Hunt Management or be from the approved list of contractors provided by the Board.

Emergency phone numbers shall be posted by the Contractor within the Condominium under construction as follows:

- River Renaissance management company, Hunt Managment
- Fire Department (911)

- All Contractor and Sub Contractor numbers and emergency contacts working on that unit.

Supervision

- Owner/ Contractor is responsible for all persons and companies hired to perform work in River Renaissance.
- During the course of work being performed the developer or unit owner and the contractor shall be responsible for the safety of the building, occupants and workmen, and shall protect the same as required by law.

Conduct

- Professional conduct is required at all times while on the premises.
- Loud music, offensive language or obscenities in any units or common areas is prohibited.
- No smoking is allowed in any condominium common areas.

BUILDING & GARAGE ACCESS

Notice for contractor access to the building must be received by the River Renaissance Management Company at least one week prior to work beginning indicating the time frame for work, condo number and scope of work.

- Maintenance will install padding in East Elevator.
- Unit owner is responsible for providing building/unit access.
- Only the East elevator may be used.

Work Hours

- Monday through Friday: 7am to 6pm
  (Minimal noise – no drilling, no hammering, no equipment or materials movement 7am to 8am)
- Saturday: 8am to 4pm (No noise activity only)
- Sunday: no construction activity allowed

Parking & Garage

- Contractors are permitted temporary use of parking garage to move materials.
- No garage parking is provided for construction workers.
- Construction vehicles are not allowed in the garage.

CONSTRUCTION MANAGEMENT

Demolitions and Build-outs

- Demolitions and build-outs can be done during normal business hours stated.
- Any work that requires the entry into an adjacent condominium unit, must have the written approval of that unit owner and the River Renaissance Condominium board and to its management company, Hunt Managment, five business days before the scheduled work commences.
- No work can be performed in the common areas, hallways or stairways. Hallways and stairways cannot be blocked at any time.

Construction Materials and Equipment

- Construction materials and equipment must be brought through the garage or east service entrance, not the lobby entrance. At no time can the lobby, east door or garage doors be left open or propped open.
- Dollies and carts must be fitted with rubber wheels. Items must be transported via the east elevator.
- Open doors must be attended at all times

River Renaissance Condominiums
Construction and Renovation Procedures and Rules

Storage
- No storage of materials or tools shall be in common areas, including, but not limited to, the parking levels, hallways, exterior walks, lobbies or rooftop decks.
- No flammable materials shall be stored or used within the building.

System Changes and Interruptions
- Any work involving building utilities or systems including but not limited to water, HVAC, fire protection, gas and electric shall be done by Board selected contractors.
- Interrupting any utility affecting other Condominiums shall be limited to hours of 10am to 3pm weekdays. Notification is required 2 days in advance of such work. Hunt Management shall notify affected Condos immediately after receiving notification.
- Heat pump air filters shall be changed at least once each month during construction and upon completion of remodeling.
- Temperature must be maintained within units as appropriate to the heating/cooling season.

Cleaning
- Contractor shall maintain all common areas utilized during construction.
- Hallways affected shall be kept clean by sweeping and dry or wet mopping as needed to avoid tracking – all public areas must be returned to fully clean state by close of business each day
- Elevator used shall be vacuumed daily and walls wiped down as needed.
- Exterior ramps and walkways shall be free of debris and swept as needed.
- Parking garage shall be free of debris and swept or power washed as needed.
- Contractor will incur costs for clean up if condominium common areas are left dirty, including service of elevator, hallways, walls, and garage.

Damage
- All public areas in the building impacted by the construction must be adequately protected to prevent any damage.
- Any damage caused to common areas or systems shall be the responsibility of the Contractor or Condo Owner.
- Repairs shall be done at the discretion of the River Renaissance Condo Association with all costs the responsibility of the Contractor or Owner.

Trash
- Contractor is responsible for cleaning the site and common areas on a daily basis. All trash generated must be removed off-site by close of business (COB)
- No debris shall be stored in common areas except as noted below.
- Association dumpsters shall NOT be used for construction debris.
- Contractor or Owner may use a two (2) yard or smaller roll around dumpster in the unit owned parking space.
- Contractor is responsible for emptying and costs of such dumpster.
- Dumpster shall be returned promptly to garage after emptying.
- Dumpster may not interfere with the ingress and egress of any building or garage doorway.
- All dumpster arrangement must meet with the approval of River Renaissance management company, Hunt Management.

River Renaissance Condominiums
Construction and Renovation Procedures and Rules

Security
- Exterior doors shall be secured at all times or attended by a representative of the Contractor or Condo Owner.

Facilities
- On original buildouts, temporary toilet facilities shall be provided within the Condo being worked on by the Contractor or Owner.
- Contractor shall identify and know the location of shut off devices for all utilities serving the Condo under construction. That information shall be shared with all workers involved.

Work Outside Condo
- Written permission from the River Renaissance Condominium Association Management Company, Hunt Management, is required to make any modifications outside the individual Condominium or in any common area.
- For permitted work the Contractor/ Owner is responsible to return the common area to the original condition or to finish based on Board direction.

Elevators
- Only the East elevator may be used for construction use. The West elevator is for Resident usage only.
- NO MATERIALS OR EQUIPMENT CAN BE TRANSPORTED WITHOUT USE OF ELEVATOR PADS AND FLOOR PROTECTION.

ENFORCEMENT

Disciplinary Actions
- Violations of these rules can result in fines or restrictions as deemed appropriate by the River Renaissance Condominium Association Board.
- Serious violations can result in being restricted from further work in River Renaissance Condominiums.

Fines
- First offense $100
- Second to Fifth offense, $200 per incident
- Any offenses greater than five, $500 per incident. Repeated offenses may result in being banned from further work.
- Fines are in addition to any repairs done at the discretion of the River Renaissance Condominium Association with all costs the responsibility of the Developer, Contractor, or Owner.
- Fines not paid within thirty (30) days will be invoiced to the owner and will accrue with interest of two (2) points over the prevailing prime interest rate every month the invoice remains unpaid.

SEE THE FOLLOWING PAGE FOR
RIVER RENAISSANCE CONDOMINIUM ASSOCIATION
CONTRACTOR / SUBCONTRACTOR AGREEMENT
ACKNOWLEDGEMENT

River Renaissance Condominium Association Contractor / Subcontractor Agreement Acknowledgment

Unit Owner Signature:_____Unit #:_____

Description of Work:_____

_____

GENERAL CONTRACTOR:

Name: _____

Address: _____

Telephone:_____ Mobile: _____

Email: _____

Principal Contact: _____

Construction Site Contact: _____Mobile: _____

Contractor ID#_____ Federal ID:_____

Attached:

- Current Certificate of Insurance designating River Renaissance Condominium Association and Hunt Management as additionally insured on file.
- Scope of work and buildout or renovation plans submitted and approved.

SUBCONTRACTOR — the following information is required of each sub contractor

(For multiple subs, attach copies of this form)

Name: _____

Address: _____

Telephone:_____ Mobile:_____

Email: _____

Principal Contact: _____

Construction Site Contact: _____Mobile: _____

Contractor ID#_____ Federal ID:_____

Attached:

- Current Certificate of Insurance designating River Renaissance Condominium Association and Hunt Management as additionally insured on file.

Start Date:_____Completion Date: _____

NO CONSTRUCTION TRASH SHALL BE PLACED DOWN THE GARBAGE CHUTE OR PLACED IN ASSOCIATION DUMPSTERS. OWNERS MUST MAKE ARRANGEMENTS FOR CONSTRUCTION WASTE TO BE REMOVED BY THEIR CONTRACTOR OR OTHER MEANS.

Acknowledgement of receipt of, and compliance with, River Renaissance Condominium Association Construction Policy and Rules.

Contractor/Subcontractor Signature:_____ Date:_____

Signature:_____Date:_____

(for River Renaissance Condominium Association)

Hunt Management
10520 N. Baehr Road, Suite Q
Mequon WI 53092
Phone: (262) 238-1480

Construction/Remodel Items that would not need prior approval from Board of Directors

- Replacement of plumbing fixtures (faucet, sink, toilet) – unless it will affect other units
- Carpet replacement – will need elevator pads for delivery and removal.
- Replacement of lighting fixtures.
- Replacement of HVAC in unit.
- Painting – unless fumes will cause noxious odors.
- Appliance replacement – will need elevator pads for delivery and removal.
- Furniture - will need elevator pads for delivery and removal.

IMPORTANT INFORMATION

Please keep this information with your governing documents

River Renaissance Condominium Association, Inc.

RESOLUTION TO ADOPT RULES FOR AN ANNUAL FEE ON LEASED/RENTED UNITS AND TENANT/RENTER INSURANCE

WHEREAS the Board of Directors of River Renaissance Condominium Association, Inc. (the "Association"), "Rules and Regulations … concerning the use and enjoyment of the Property, may be promulgated from time to time by the … the Board of Directors, in their reasonable discretion" pursuant to Article VI, Section 6.02 of the Declaration;

WHEREAS it is the intent of the Board of Directors to offset the administrative costs involved in monitoring rental/tenant units, including but not limited to, managing the collection and verification of lease documents, rental insurance certificates, tenant information accuracy, etc.;

WHEREAS it is the intent of the Board of Directors to provide adequate property and liability insurance. While the insurance provides protection for the Association and its Unit Owners, it does not provide protection in any way, for the benefit of or the responsibilities of, tenants that are renting a unit from a unit owner;

THEREFORE, BE IT RESOLVED that the Association adopt the following Rule, which shall replace any existing rules to the contrary:

Annual Fee for Leased/Rented Units.

A. All Unit Owners who lease or rent their units are required to submit an annual fee of $300.00 ("Annual Fee"). The Annual Fee will be due upon leasing/renting the unit and each year therein, due on the yearly anniversary of the first Annual Fee payment due date.

B. Any owner who fails to disclose the lease/rental status of their unit to the Association, and, upon discovery, is reasonably ascertained to be leasing/renting the unit, will be subjected to a fine of $500.00, in addition to the Annual Fee.

C. Failure to comply with any provision outlined herein may be enforced by the Association in the manner provided for in the Association's Enforcement Policy.

Tenant/Renter Insurance.

A. Tenants/Renters of all units shall obtain and maintain insurance policies for any losses or damage for their own personal property. In the event that a Tenant/Renter fails to obtain a policy or does not obtain sufficient coverage in compliance with this policy, the Unit Owner will be required to obtain the required insurance on their behalf.

B. Tenant Liability Insurance – Tenants/Renters of all units shall obtain and maintain comprehensive liability policies having combined limits not less than Five Hundred Thousand Dollars ($500,000) for each occurrence. This coverage is separate from the Unit Owners' liability coverage requirement. The insurance shall provide for the negligent acts of tenants, guests, and other occupants of the units for damage to the Common Elements, Limited Common Elements, individual units, and/or personal property of others.

C. River Renaissance Condominium Association, Inc. shall be listed on the policy as an additional insured and as a certificate holder.

D. Evidence of insurance shall be provided in the form of a copy of the insurance policy or a Certificate of Insurance and sent to the Association's Board of Directors and/or property manager. A copy of the Tenants/Renters' insurance coverage must be disclosed to the Association within fifteen (15) days following the execution of a lease. For ongoing leases, the Renters/Tenants must submit an updated insurance policy to the Association annually. This updated policy should be submitted within fifteen (15) days prior to the expiration of existing coverage.

E. In addition to the above, each lease must contain an acknowledgement by Tenants/Renters that they have received the Association's governing documents, they have reviewed the Association's governing documents, and they agree to comply with and adhere to the Association's governing documents.

It is a Unit Owner's responsibility to ensure that Tenants/Renters comply with the above provisions. Failure to adhere to the Association's Tenant/Renter Insurance policy may result in fines to the Unit Owner and/or Tenant/Renter in accordance with the Association's Bylaws.

BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to all homeowners at their last known addresses.

The Board of Directors adopted this resolution on 3/19, 2024, with the Rule to take effect on 4/1, 2024.

President _____ DOUG KUNDE

Secretary _____ KORENA SCHNEIDER

RIVER RENAISSANCE CONDOMINIUMS

DISCLOSURE MATERIALS

SECTION H

OTHER IMPORTANT INFORMATION AND DOCUMENTS

Document Number

LICENSE AGREEMENT

Record this document with the Register of Deeds

Name and Return Address:

Joseph E. Tierney, Esq.
Davis & Kuelthau, s.c.
111 E. Kilbourn Avenue, Suite1400
Milwaukee, WI 53202

Part of 392-0961-100-0

(Parcel Identification Number)

This instrument drafted by:
Joseph E. Tierney, Esq.
Davis & Kulethau, s.c.
111 E. Kilbourn Avenue, Suite 1400
Milwaukee, WI 53202

N:\DOCS\30326\94597\10377467.DOC

LICENSE AGREEMENT

This License Agreement ("Agreement") is made by and between River Renaissance Condominium Association, Inc., a Wisconsin Non-profit Corporation ("Association") and Bucky Water Street, LLC, a Wisconsin limited liability company ("Bucky"). The Association hereby conveys, grants, and assigns the rights hereinafter described. Unless otherwise defined herein, all capitalized words shall have the same meaning as set forth in Chapter 703 of the Wisconsin Statutes ("Condominium Act").

RECITALS

WHEREAS, the Association is a condominium association established under the Condominium Act and the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and Conditions of the River Renaissance Condominium and as subsequently amended ("Condominium") dated August 30, 2007, and recorded in the Office of the Milwaukee County Register of Deeds on September 6, 2007 as Document Number 09489644 ("Declaration"), and the Association is responsible for the maintenance and control of the common elements pursuant to the Condominium Act and the Declaration; and

WHEREAS, the Condominium is located in the City of Milwaukee, Milwaukee County, Wisconsin, as more particularly described in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, Bucky is the owner of Units 101, 102, 103 and 104 in the Condominium ("Bucky Units");

WHEREAS, certain Common Elements are appurtenant to the Bucky Units, as more particularly described in Exhibit B, attached hereto and incorporated herein ("License Area")

WHEREAS, Bucky wishes to utilize the License Area for its exclusive use and the exclusive use of its tenants occupying the Bucky Units ("Tenants"); and

WHEREAS, the Association pursuant to its Bylaws and, without limitation, Sections 703.15(3)(a)4. and 703.15(3)(b)5. of the Condominium Act, the Association is empowered to grant licenses and easement through and over the Common Elements (defined as "Common Areas" in the Declaration), and the Association desires to grant and convey a license to Bucky over, in, under, across, and above the License Area for the purposes set forth below and to undertake the following covenants as set forth below.

NOW, THEREFORE, for a good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. License:

A. Grant. The Association hereby grants, conveys, and establishes for the benefit of Bucky an exclusive irrevocable license over, in, under, through, across, and above the License Area to use for outdoor seating, recreation, and related uses ("License") together with any and all necessary easements to allow Bucky's patrons, guests, invitees and employees over, in, under, through, across, and above the Common Elements to and from the License Area ("Easement").

B. Maintenance. Except for the intentional or negligent acts or omissions of the Association, its agents, members, guests, employees, invitees, or contractors, Bucky, at its sole cost and expense, shall keep and maintain the portion of the License Area in clean and attractive condition.

C. Indemnification. Except for the intentional or negligent acts or omissions of the Association, its agents, members, guests, invitees, employees, or contractors,

Bucky shall indemnify and hold the Association harmless from and against any and all claims and liabilities arising out of any occurrence on the License Area causing injury or damage to any property or person(s) resulting from any intentional or negligent act or omission of Bucky's, its employees', or agents' use of the License. Except for the intentional or negligent acts or omissions of Bucky, its employees, or agents, the Association shall indemnify and hold Bucky harmless from and against any and all claims and liabilities arising out of any occurrence on the License Area causing injury or damage to any property or person(s) resulting from any intentional or negligent act or omission of the Association's, its employees', agents', members, invitees, or contractors' use of the License Area.

D. Transfer of Rights. Bucky may transfer to any Tenant, at any time, the License or any portion thereof, together with the Easement and other rights granted herein. The License, together with the Easement and other rights granted herein, upon termination or expiration, shall automatically transfer and inure to the Association.

E. Term. The License shall be effective for a term of ten (10) years from the date of execution hereof, and shall automatically renew for an additional ten (10) year term upon the expiration of any current term unless Bucky terminates the License by providing the Association with sixty (60) days prior written notice. Bucky, its successors or assigns, may also terminate the License at any time by providing written notice to the Association of its election to terminate the License.

F. Fee. Bucky shall pay a fee of $100.00 upon execution of this Agreement and annually to the Association as consideration for the exclusive use of the License Area and the other rights and privileges set forth in this Agreement.

II. **Miscellaneous**

A. The License, Easement, covenants, and other rights set forth herein are intended to be and shall be construed as covenants running with the land, in perpetuity, and shall be binding upon and inure to the benefit of and enforceable by the parties hereto and their respective successors and assigns. Bucky may assign its rights and interest hereunder without the prior written consent of the Association. The Association shall not grant or convey any rights or interest in and to the License Area to any other party, and any such grant shall be null and void, without force or effect.

B. This is an integrated, complete agreement, and it represents the full, final, and complete expressions of the parties hereto.

C. No agreement or amendment hereto shall be effective to add to, change, modify, waive, or discharge this Agreement in whole or in part, unless such agreement is in writing and signed by all of the parties bound hereby.

D. If any provisions or portions of this Agreement or the application thereof to any person shall to any extent, be adjudged invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement or the application of such provision, or portion thereof, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

E. This Agreement shall be recorded in the office of the Milwaukee County Register of Deeds.

(Signatures Appear on the Following Page)

IN WITNESS WHEREOF, the parties have signed this Agreement on this ___ day of _____, 2008.

ASSOCIATION:
RIVER RENAISSANCE CONDOMINIUM ASSOCIATION, INC.

By: _____
Name: Steven S Stewart
Title: Managing Member

BUCKY:
BUCKY WATER STREET, LLC
By: BGF, LLC, Sole Member

By: _____
Craig Jorgensen, Member

STATE OF WISCONSIN)
)SS
COUNTY OF Milwaukee)

Personally came before me this 8th day of August, 2008, the above named Steve Stewart as Managing Member of River Renaissance Condominium Association, Inc., who executed the foregoing instrument and acknowledges the same.

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

STATE OF WISCONSIN)
)SS
COUNTY OF Milwaukee)

Personally came before me this _____ day of August, 2008, the above named Craig Jorgensen as Member of BGF, LLC, Sole Member of Bucky Water Street, LLC who executed the foregoing instrument and acknowledges the same.

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

Signature Page -- License Agreement Patio

Exhibit A
(Legal Description of Condominium)

Tax Key No.: 392-0961-100-0
Property Address: 102 North Water Street, Milwaukee, Wisconsin

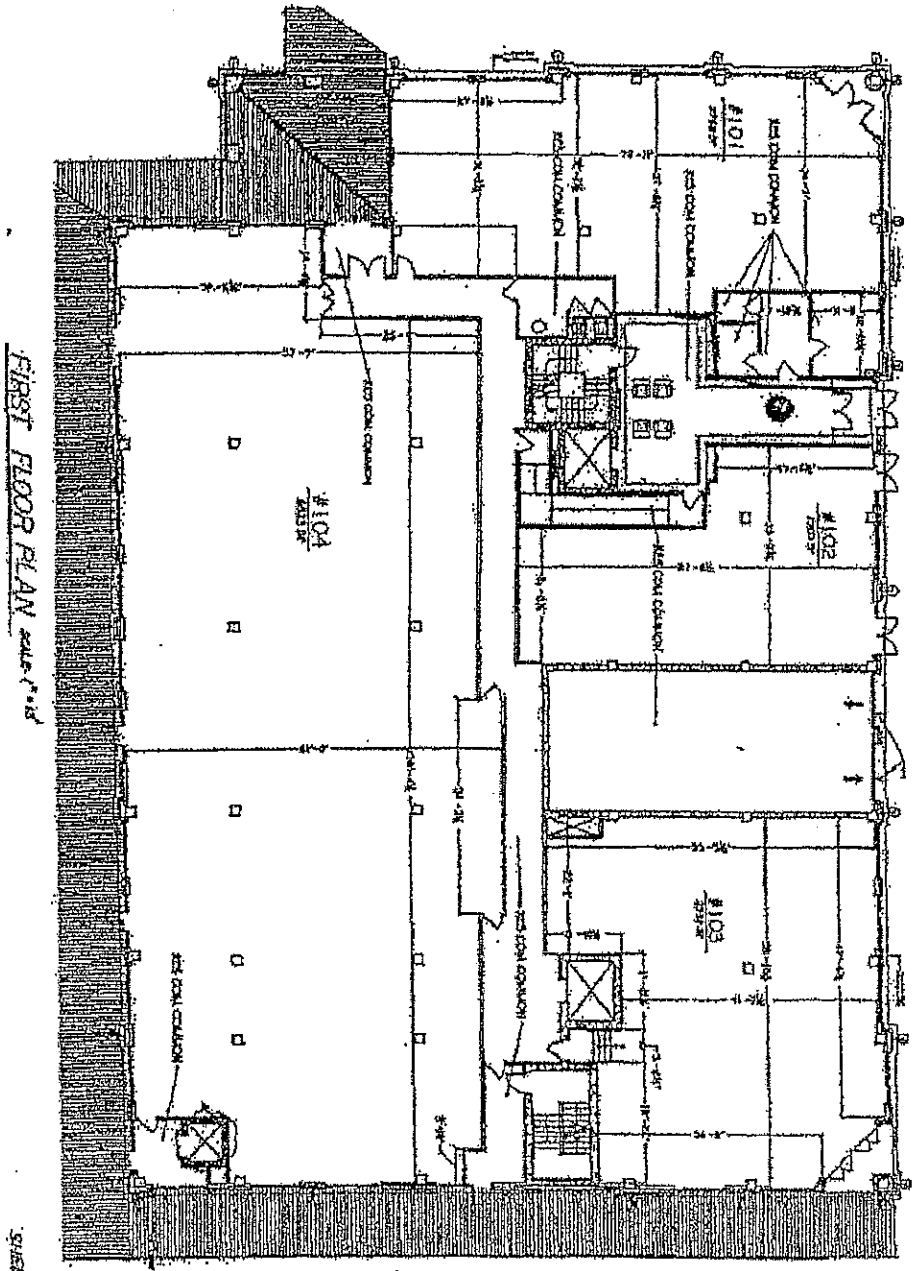
LOTS 1, 2, 3 AND 4, IN BLOCK 34, IN PLAT OF THE TOWN OF MILWAUKEE, ON THE EAST SIDE OF THE RIVER, IN THE SOUTHEAST ¼ OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN. ALSO: LOTS 1 AND 2, IN SUBDIVISION OF LOT 10, IN SECTION 32, TOWNSHIP 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN. TOGETHER WITH LANDS LYING BETWEEN ALL OF THE ABOVE DESCRIBED LANDS AND THE DOCK LINE OF THE MILWAUKEE RIVER.

Exhibit B

(Depiction of License Area)

RIVER RENAISSANCE CONDOMINIUM
MILWAUKEE COUNTY, WISCONSIN

ALL PORTIONS OF THE PROPERTY THAT
ARE NOT UNITS ARE COMMON ELEMENTS.



Except for 3' path to allow for river walk traffic

CONSENT AND NON-DISTURBANCE OF LENDER

1. The undersigned hereby consents as mortgagee pursuant to the mortgage dated August 25, 2005, and recorded on August 31, 2005 in the Office of the Milwaukee County Register of Deeds as Document No. 09080917 on the real property described in the foregoing Exhibit B, Milwaukee County, Wisconsin ("Property"), to the foregoing License Agreement by and between Bucky Water Street LLC, Grantee, and River Renaissance Condominium Association, Inc., Grantor, dated as first above-written ("Agreement").

2. In the event of: (1) an issuance of a judgment of foreclosure of the mortgage held by us; (2) sale of the Property pursuant to a sheriff's or trustee's power of sale contained in the mortgage; or (3) upon a conveyance of the Property by deed in lieu of foreclosure, the Agreement shall be recognized and shall continue in full force and effect subject to all of the terms, covenants, and conditions of the Agreement. Johnson Bank, or any successors thereto, shall not disturb or otherwise modify the rights of the grantee or grantee's, heirs, successors, or assigns, and Johnson Bank shall be bound by all of the obligations imposed on the grantors under the Agreement

3. This Consent and Non-disturbance shall be recorded in the office of the Milwaukee County Register of Deeds as a part of and attached to the Agreement.

DATED: _____, 2008

JOHNSON BANK

By: _____
Its: _____

STATE OF WISCONSIN)
) ss.
_____COUNTY)

Personally came before me this _____ day of _____, 2008, the above-named _____ _____, to me known to be the person who executed the foregoing instrument in their capacity as _____, to me known to be the same, and acknowledged that they executed the foregoing instrument in such capacity.

_____
Notary Public
My commission: _____

CONSENT AND NON-DISTURBANCE OF LENDER

1. The undersigned hereby consents as mortgagee pursuant to the mortgage dated August 30, 2005, and recorded on August 31, 2005 in the Office of the Milwaukee County Register of Deeds as Document No. 09080921 on the real property described in the foregoing Exhibit B, Milwaukee County, Wisconsin ("Property"), to the foregoing License Agreement by and between Bucky Water Street LLC, Grantee, and River Renaissance Condominium Association, Inc., Grantor, dated as first above-written ("Agreement").

2. In the event of: (1) an issuance of a judgment of foreclosure of the mortgage held by us; (2) sale of the Property pursuant to a sheriff's or trustee's power of sale contained in the mortgage; or (3) upon a conveyance of the Property by deed in lieu of foreclosure, the Agreement shall be recognized and shall continue in full force and effect subject to all of the terms, covenants, and conditions of the Agreement. Workers Retail Trust, L.P., or any successors thereto, shall not disturb or otherwise modify the rights of the grantee or grantee's, heirs, successors, or assigns, and Workers Retail Trust, L.P. shall be bound by all of the obligations imposed on the grantors under the Agreement

3. This Consent and Non-disturbance shall be recorded in the office of the Milwaukee County Register of Deeds as a part of and attached to the Agreement.

DATED: _____, 2008

WORKERS RETAIL TRUST, L.P.

By: _____
Its: _____

STATE OF WISCONSIN)
) ss.
_____COUNTY)

Personally came before me this _____ day of _____, 2008, the above-named _____ _____, to me known to be the person who executed the foregoing instrument in their capacity as _____, to me known to be the same, and acknowledged that they executed the foregoing instrument in such capacity.

_____
Notary Public
My commission: _____

Document Number

LICENSE AGREEMENT

Record this document with the Register of Deeds

Name and Return Address:

Joseph E. Tierney, Esq.
Davis & Kuelthau, s.c.
111 E. Kilbourn Avenue, Suite1400
Milwaukee, WI 53202

Part of 392-0961-100-0

(Parcel Identification Number)

This instrument drafted by:
Joseph E. Tierney, Esq.
Davis & Kulethau, s.c.
111 E. Kilbourn Avenue, Suite 1400
Milwaukee, WI 53202

N:\DOCS\30326\94597\10377662.DOC

LICENSE AGREEMENT

This License Agreement ("Agreement") is made by and between River Renaissance Condominium Association, Inc., a Wisconsin Non-profit Corporation ("Association") and Bucky Water Street, LLC, a Wisconsin limited liability company ("Bucky"). The Association hereby conveys, grants, and assigns the rights hereinafter described. Unless otherwise defined herein, all capitalized words shall have the same meaning as set forth in Chapter 703 of the Wisconsin Statutes ("Condominium Act").

RECITALS

WHEREAS, the Association is a condominium association established under the Condominium Act and the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and Conditions of the River Renaissance Condominium and as subsequently amended ("Condominium") dated August 30, 2007, and recorded in the Office of the Milwaukee County Register of Deeds on September 6, 2007 as Document Number 09489644 ("Declaration"), and the Association is responsible for the maintenance and control of the common elements pursuant to the Condominium Act and the Declaration; and

WHEREAS, the Condominium is located in the City of Milwaukee, Milwaukee County, Wisconsin, as more particularly described in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, Bucky is the owner of Units 101, 102, 103 and 104 in the Condominium ("Bucky Units");

WHEREAS, Bucky wishes to utilize a portion of the common areas for the location of a refuse dumpster as more particularly described in Exhibit B, attached hereto and incorporated herein ("License Area"), to be used by Bucky and its tenants occupying the Bucky Units ("Tenants"); and

WHEREAS, the Association pursuant to its Bylaws and, without limitation, Sections 703.15(3)(a)4. and 703.15(3)(b)5. of the Condominium Act, the Association is empowered to grant licenses and easement through and over the Common Elements (defined as "Common Areas" in the Declaration), and the Association desires to grant and convey a license to Bucky over, in, under, across, and above the License Area for the purposes set forth below and to undertake the following covenants as set forth below.

NOW, THEREFORE, for a good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. License:

A. Grant. The Association hereby grants, conveys, and establishes for the benefit of Bucky an exclusive irrevocable license over, in, under, through, across, and above the License Area to use for the location, use and maintenance of a refuse dumpster and related uses ("License") together with any and all necessary easements to allow Bucky's patrons, guests, invitees and employees over, in, under, through, across, and above the Common Elements to and from the License Area ("Easement"). Landlord shall have the right to relocate such area and any enclosures upon notice to Tenant and reimbursement of any costs for constructing the dumpsters or enclosures.

B. Maintenance. Except for the intentional or negligent acts or omissions of the Association, its agents, members, invitees, employees, or contractors, Bucky, at its sole cost and expense, shall keep and maintain the License Area in clean and attractive condition.

C. Indemnification. Except for the intentional or negligent acts or omissions of the Association, its agents, members, invitees, employees, or contractors, Bucky shall

indemnify and hold the Association harmless from and against any and all claims and liabilities arising out of any occurrence on the License Area causing injury or damage to any property or person(s) resulting from any intentional or negligent act or omission of Bucky's, its employees', or agents' use of the License. Except for the intentional or negligent acts or omissions of Bucky, its employees, or agents, the Association shall indemnify and hold Bucky harmless from and against any and all claims and liabilities arising out of any occurrence on the License Area causing injury or damage to any property or person(s) resulting from any intentional or negligent act or omission of the Association's, its employees', agents', members, invitees, or contractors'.

D. Transfer of Rights. Bucky may transfer to any Tenant, at any time, the License or any portion thereof, together with the Easement and other rights granted herein. The License, together with the Easement and other rights granted herein, upon termination or expiration, shall automatically transfer and inure to the Association.

E. Term. The License shall be effective for a term of ten (10) years from the date of execution hereof, and shall automatically renew for an additional ten (10) year term upon the expiration of any current term unless Bucky terminates the License by providing the Association with sixty (60) days prior written notice. Bucky, its successors or assigns, may also terminate the License at any time by providing written notice to the Association of its election to terminate the License.

F. Fee. Bucky shall pay a fee of $100.00 annually and upon execution of this Agreement to the Association as consideration for the exclusive use of the License Area and the other rights and privileges set forth in this Agreement.

II. **Miscellaneous**

A. The License, Easement, covenants, and other rights set forth herein are intended to be and shall be construed as covenants running with the land, in perpetuity, and shall be binding upon and inure to the benefit of and enforceable by the parties hereto and their respective successors and assigns. Bucky may assign its rights and interest hereunder without the prior written consent of the Association. The Association shall not grant or convey any rights or interest in and to the License Area to any other party, and any such grant shall be null and void, without force or effect.

B. This is an integrated, complete agreement, and it represents the full, final, and complete expressions of the parties hereto.

C. No agreement or amendment hereto shall be effective to add to, change, modify, waive, or discharge this Agreement in whole or in part, unless such agreement is in writing and signed by all of the parties bound hereby.

D. If any provisions or portions of this Agreement or the application thereof to any person shall to any extent, be adjudged invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement or the application of such provision, or portion thereof, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

E. This Agreement shall be recorded in the office of the Milwaukee County Register of Deeds.

(Signatures Appear on the Following Page)

IN WITNESS WHEREOF, the parties have signed this Agreement on this ___ day of _____, 2008.

ASSOCIATION:
RIVER RENAISSANCE CONDOMINIUM ASSOCIATION, INC.

By: _____
Name: _____
Title: Managing Member

BUCKY:
BUCKY WATER STREET, LLC
By: BGF, LLC, Sole Member

By: _____
Craig Jorgensen, Member

STATE OF WISCONSIN)
)SS
COUNTY OF Milwaukee)

Personally came before me this 9th day of August, 2008, the above named Steve Stewart as Member of River Renaissance Condominium Association, Inc., who executed the foregoing instrument and acknowledges the same.

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

JOSEPH E. TIERNEY IV NOTARY PUBLIC STATE OF WISCONSIN

STATE OF WISCONSIN)
)SS
COUNTY OF Milwaukee)

Personally came before me this 8th day of August, 2008, the above named Craig Jorgensen as Member of BGF, LLC, Sole Member of Bucky Water Street, LLC who executed the foregoing instrument and acknowledges the same.

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

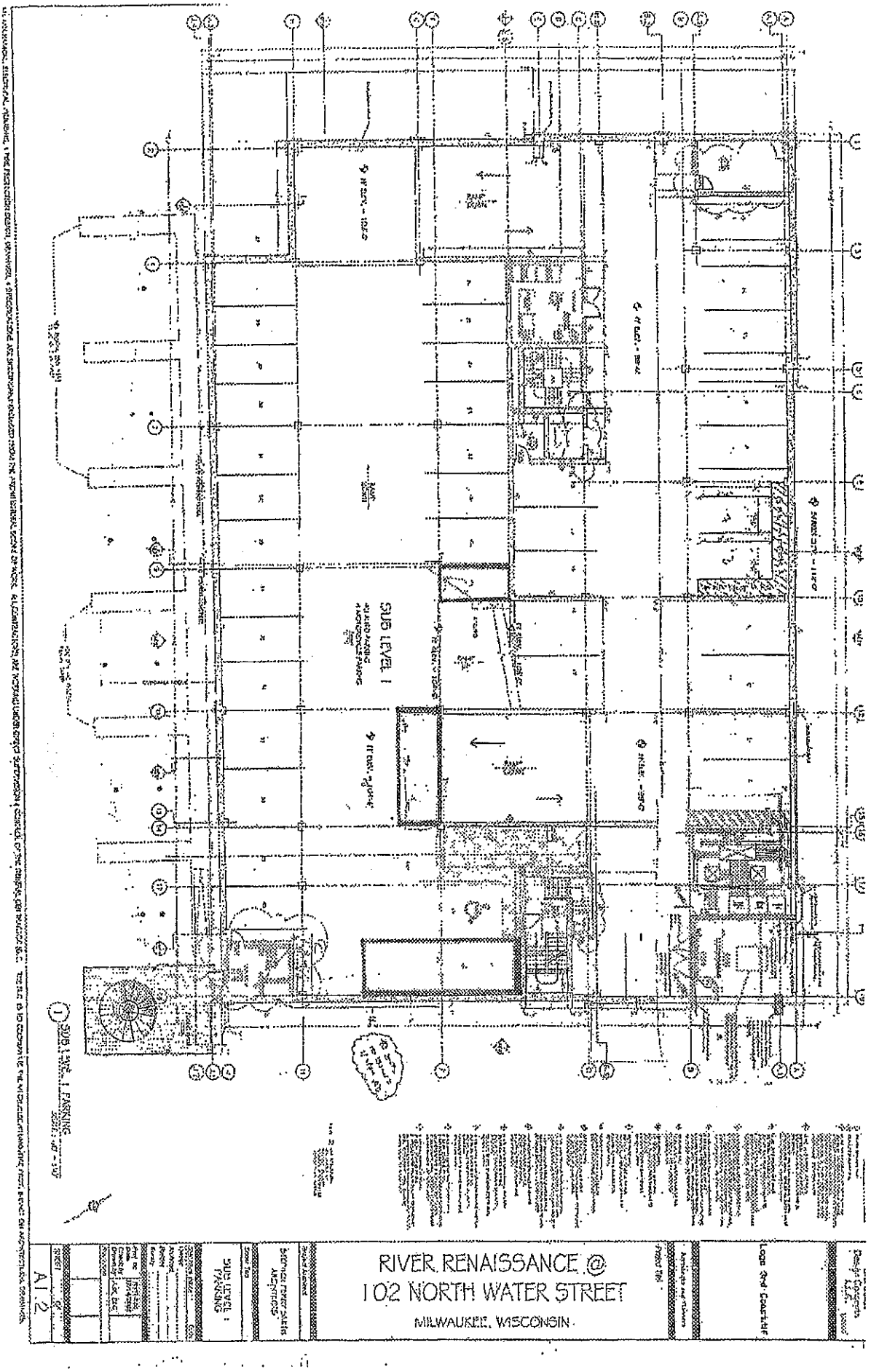
JOSEPH E. TIERNEY IV NOTARY PUBLIC STATE OF WISCONSIN

Exhibit A
(Legal Description of Condominium)

Tax Key No.: 392-0961-100-0
Property Address: 102 North Water Street, Milwaukee, Wisconsin

LOTS 1, 2, 3 AND 4, IN BLOCK 34, IN PLAT OF THE TOWN OF MILWAUKEE, ON THE EAST SIDE OF THE RIVER, IN THE SOUTHEAST ¼ OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN. ALSO: LOTS 1 AND 2, IN SUBDIVISION OF LOT 10, IN SECTION 32, TOWNSHIP 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN. TOGETHER WITH LANDS LYING BETWEEN ALL OF THE ABOVE DESCRIBED LANDS AND THE DOCK LINE OF THE MILWAUKEE RIVER.

EXHIBIT B


SUB LEVEL 1
SUB LEVEL 1 PARKING
RIVER RENAISSANCE @
102 NORTH WATER STREET
MILWAUKEE, WISCONSIN
A1.2

CONSENT AND NON-DISTURBANCE OF LENDER

1. The undersigned hereby consents as mortgagee pursuant to the mortgage dated August 25, 2005, and recorded on August 31, 2005 in the Office of the Milwaukee County Register of Deeds as Document No. 09080917 on the real property described in the foregoing Exhibit B, Milwaukee County, Wisconsin ("Property"), to the foregoing License Agreement by and between Bucky Water Street LLC, Grantee, and River Renaissance Condominium Association, Inc., Grantor, dated as first above-written ("Agreement").

2. In the event of: (1) an issuance of a judgment of foreclosure of the mortgage held by us; (2) sale of the Property pursuant to a sheriff's or trustee's power of sale contained in the mortgage; or (3) upon a conveyance of the Property by deed in lieu of foreclosure, the Agreement shall be recognized and shall continue in full force and effect subject to all of the terms, covenants, and conditions of the Agreement. Johnson Bank, or any successors thereto, shall not disturb or otherwise modify the rights of the grantee or grantee's, heirs, successors, or assigns, and Johnson Bank shall be bound by all of the obligations imposed on the grantors under the Agreement

3. This Consent and Non-disturbance shall be recorded in the office of the Milwaukee County Register of Deeds as a part of and attached to the Agreement.

DATED: August 15th, 2008

JOHNSON BANK

By: _____
Its: Vice President

STATE OF WISCONSIN)
) ss.
Milwaukee COUNTY)

Personally came before me this 15 day of August, 2008, the above-named Kenneth R. Pinckney, to me known to be the person who executed the foregoing instrument in their capacity as Vice President, to me known to be the same, and acknowledged that they executed the foregoing instrument in such capacity.

_____
Notary Public
My commission: 8-21-11

KELLY A. KRUECK NOTARY PUBLIC STATE OF WISCONSIN

CONSENT AND NON-DISTURBANCE OF LENDER

1. The undersigned hereby consents as mortgagee pursuant to the mortgage dated August 30, 2005, and recorded on August 31, 2005 in the Office of the Milwaukee County Register of Deeds as Document No. 09080921 on the real property described in the foregoing Exhibit B, Milwaukee County, Wisconsin ("Property"), to the foregoing License Agreement by and between Bucky Water Street LLC, Grantee, and River Renaissance Condominium Association, Inc., Grantor, dated as first above-written ("Agreement").

2. In the event of: (1) an issuance of a judgment of foreclosure of the mortgage held by us; (2) sale of the Property pursuant to a sheriff's or trustee's power of sale contained in the mortgage; or (3) upon a conveyance of the Property by deed in lieu of foreclosure, the Agreement shall be recognized and shall continue in full force and effect subject to all of the terms, covenants, and conditions of the Agreement. Workers Retail Trust, L.P., or any successors thereto, shall not disturb or otherwise modify the rights of the grantee or grantee's, heirs, successors, or assigns, and Workers Retail Trust, L.P. shall be bound by all of the obligations imposed on the grantors under the Agreement

3. This Consent and Non-disturbance shall be recorded in the office of the Milwaukee County Register of Deeds as a part of and attached to the Agreement.

DATED: _____, 2008

WORKERS RETAIL TRUST, L.P., a Delaware limited partnership

By: Commonwealth Realty Investors Company, LLC, a Delaware limited liability company, its General Partner

By: Commonwealth Realty Advisors, Inc., an Illinois corporation, its Manager

By: _____
Its: President

STATE OF ILLINOIS)
) ss.
COOK COUNTY)

On this 15 day of August, 2008, before me, a Notary Public in and for said State, appeared Mark Kirincich, to me personally known, who, being by me duly sworn, did say that he is the President of Commonwealth Realty Advisors, Inc., Manager of Commonwealth Realty Investors Company, LLC, General Partner of Workers Retail Trust, L.P., a Delaware limited partnership, and that said instrument was signed in behalf of said limited partnership by authority of its partners; and he acknowledged said instrument to be the free act and deed of said limited partnership.

OFFICIAL SEAL
JEFFREY B HORWITZ
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/17/10

_____
Notary Public
My commission: 6/17/10

HUSCH BLACKWELL

Shawn J. Anderson
Senior Counsel

511 North Broadway, Suite 1100
Milwaukee, WI 53202-5502
Direct: 414-978-5354
Fax: 414-223-5000
Shawn.Anderson@huschblackwell.com

August 16, 2023

THIS LETTER, LIKE ALL COMMUNICATIONS TO THE BOARD FROM ITS ATTORNEY, IS SUBJECT TO ATTORNEY-CLIENT PRIVILEGE (*See* Wis. Stat. § 905.03), WHICH CAN ONLY BE WAIVED BY THE BOARD AS A WHOLE. ACCORDINGLY, DO NOT DISTRIBUTE IT TO NON-CURRENT BOARD MEMBERS WITHOUT THE CONSENT OF THE BOARD.

VIA EMAIL – wgrabowska@huntmanagement.com
Wayne Grabowska, Hunt Management

RE: River Renaissance Condominium Association, Inc.
File No. 839955-1

Dear Board of Directors:

Husch Blackwell LLP has been retained to provide River Renaissance Condominium Association, Inc. (the "Association") with an opinion relative to the responsibility to maintain, repair, and/or replace the failing "T" connections from the water main. To provide this opinion we have been provided with the following documents:

1. Articles of Incorporation, undated;

2. Declaration of the Association, dated August 30, 2007;

3. First Amendment to Declaration of the Association, dated October 8, 2007;

4. Second Amendment to Declaration of the Association, dated June 18, 2013; and

5. By-Laws of the Association, undated.

This opinion is provided at the request of the Association. The documents numbered 1-5 above are referred to herein as the "Condominium Documents." Other than the Condominium Documents, we have not reviewed or been provided with any other documents for purposes of

rendering this opinion, and therefore our opinion is limited to the Condominium Documents that we have reviewed.

In rendering this opinion we have also relied on the following factual matters and assumed, without investigation, verification, or inquiry that:

(a) The use of the "T" connection in this water system is for the purpose of water distribution between units from the water source to a "T" connection. The source water flows through the top two connections to adjacent "T" connections until the termination of the water flow, with the bottom connection of each "T" distributing water directly to each unit.

We have also reviewed the Condominium Documents and found the following sections potentially relevant:

(a) Declaration Art. I, Section 1.02 defines Service Elements as "all utility services and systems, including, without limitation, heating, ventilating and air conditioning, gas, electricity, sewer/water and plumbing, services, lines, pipes, wires, vents, flues, chimneys, ducts, cables, conduits, communication lines and systems, fire prevention installations and systems, stairwells, elevators, elevator shafts and equipment, building security systems, and building service equipment located within the Condominium, excluding the Electrical Transformers and Systems."

(b) Declaration Art. II, Section 2.02(d) provides: "Expressly included as part of each Unit are: … 5. the Service Elements, including, without limitation, elevators, elevator shafts and equipment, cooling towers and related equipment exclusively serving a Unit, whether or not located within the designated boundary lines of the Unit;"

(c) Declaration Art. II, Section 2.02(d) additionally provides: "Expressly included as part of each Unit are: … 10. if any Service Element lies within or partially within and partially outside of the designated boundaries of a Unit, any portions thereof exclusively serving that Unit shall be deemed a part of that Unit as set forth in subparagraph 5 while any portions serving more that one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements[;]"

(d) Declaration Art. II, Section 2.03 states: "All Service Elements serving more than one Unit but not all of the Units shall be Limited Common Elements regardless of where such Service Elements are located and shall be appurtenant to the Unit or Units served;

(e) Declaration Art. II, Section 2.05 describes General Common Elements as: "All Service Elements serving all Units and all Service Elements, not included as parts of Units or Limited Common Elements and whether or not located within the designated boundaries of a Unit or Common Element[;]"

(f) Declaration Art. V, Section 5.04 (a) states: "The Association … shall be responsible for the exclusive management and control of, and shall keep the same in good, clean, attractive and sanitary condition, order and repair, all the Common Elements, except the Limited Common Elements appurtenant to a specific Unit and all improvements thereon[;]"

(g) Declaration Art. V, Section 5.04 (e) states: "A Unit Owner shall be responsible for all maintenance, repairs and replacement of: (a) interior surfaces of a Unit together with utility lines, mechanical equipment and fixtures which serve that Unit[.] … The expense of such maintenance, repairs and replacement shall be borne solely by such Owner[;]"

(h) Bylaws Art. VI, Section 1(a) states: "[T]he Association shall be responsible for the maintenance, repair and replacement of the Common Elements, including the Limited Common Elements, whether located inside or outside of Units[;]" and

(i) Bylaws Art. VI, Section 1(a) additionally states: "The cost of the maintenance, repair and replacement for all Common Elements, including Limited Common Elements, whether located inside or outside of Units … shall be a Common Expense … except to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner[.]"

Based upon the foregoing, but subject to the assumptions, qualifications, and limitations set forth herein, we are of the opinion that:

1. All service lines that serve the unit *exclusively*, regardless of whether or not it is located within the unit boundaries, would be a part of the unit and therefore a unit owner's responsibility. Declaration Art. II, Section 2.02(d)5.

2. Service lines that serve *more than* one unit, but not all units, are Limited Common Elements. Declaration Art. II, Section 2.03.

3. Service lines that serve all units are a part of the Common Elements. Declaration Art. II, Section 2.05.

4. Bylaws Art. VI, Section 1(a) which provides that: "[T]he Association shall be responsible for the maintenance, repair and replacement of the Common Elements, including the Limited Common Elements, whether located inside or outside of Units[;]" appears to be in direct conflict with Declaration Art. V, Section 5.04 (e) which provides: "A Unit Owner shall be responsible for all maintenance, repairs and replacement of: (a) … utility lines, mechanical equipment and fixtures which serve that Unit[.] … The expense of such maintenance, repairs and replacement shall be borne solely by such Owner." When such a conflict exists, the Declaration provisions control. Sec. 703.30(4) Wis. Stat.

Based on items 1-4 above, we are of the opinion that based on the general nature of "T" connections (one line tapping into a "main" water line), these connections are utilized for the purpose of tapping one singular unit into a main or sub-main line with the purpose of providing that singular unit with water. The "T" connection exists for the purpose of *exclusively* serving that unit and would therefore be a part of the unit and the unit owner's responsibility to repair, replace, or maintain. (*See* Declaration Art. II, Section 2.02(d)5 and Declaration Art. V, Section 5.04 (e)).

Should the "T" connection exist to connect the water main to "sub-main" lines, which would then provide water flow to several other "T" connections (leading to singular units), it would be classified as part of the Limited Common Elements and therefore an expense of the unit owners who benefit from it. (*See* Declaration Art. II, Section 2.03)

The foregoing opinions are subject to the following additional assumptions and qualifications:

A. General principles of equity, regardless of whether such enforcement is considered in a proceeding in equity or at law, and limitations on the powers of a condominium board and other equitable remedies; and

B. The possibility that certain rights, remedies, waivers, and other provisions of the Condominium Documents may not be enforceable.

The opinions expressed herein are limited to the federal laws of the United States and the laws of the State of Wisconsin in effect on the date hereof as they presently apply. These opinions are given as of the date hereof, they are intended to apply only to those facts and circumstances that exist as of the date hereof, and we assume no obligation or responsibility to update or supplement these opinions to reflect any facts or circumstances that may hereafter come to our attention or any changes in laws that may hereafter occur, or to inform the addressee of any change in circumstances occurring after the date hereof that would alter the opinions rendered herein.

This opinion is limited to the matters set forth herein and is being provided solely for the benefit of the Association, and no opinion may be inferred or implied beyond the matters expressly contained herein. This opinion may not be used or relied upon for any other purpose, relied upon by any other party, or filed with or disclosed to any governmental authority other than a court in connection with the enforcement or protection of the rights or remedies of the Association, without our prior written consent.

Very truly yours,

Husch Blackwell LLP

By: 
Shawn J. Anderson

HUSCH BLACKWELL

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November 1, 2023

THIS LETTER, LIKE ALL COMMUNICATIONS TO THE BOARD FROM ITS ATTORNEY, IS SUBJECT TO ATTORNEY-CLIENT PRIVILEGE (*See* Wis. Stat. § 905.03), WHICH CAN ONLY BE WAIVED BY THE BOARD AS A WHOLE. ACCORDINGLY, DO NOT DISTRIBUTE IT TO NON-CURRENT BOARD MEMBERS WITHOUT THE CONSENT OF THE BOARD.

VIA EMAIL – wgrabowska@huntmanagement.com
Wayne Grabowska, Hunt Management

RE: River Renaissance Condominium Association, Inc.
File No. 839955-1

Dear Board of Directors:

Husch Blackwell LLP has been retained to provide River Renaissance Condominium Association, Inc. (the "Association") with further clarification relative to the responsibility to maintain, repair, and/or replace the failing "T" connections and various other connections involved with the water delivery system. To provide this opinion we have been provided with the following documents:

1. Articles of Incorporation, undated, but DFI shows an effective date of 4/15/2005;

2. Declaration of the Association, dated August 30, 2007;

3. First Amendment to Declaration of the Association, dated October 8, 2007;

4. Second Amendment to Declaration of the Association, dated June 18, 2013;

5. By-Laws of the Association, undated; and

6. Pipe Diagram; undated.

This opinion is provided at the request of the Association. The documents numbered 1-5 above are referred to herein as the "Condominium Documents." Other than the Condominium Documents and the pipe diagram, we have not reviewed or been provided with any other documents for purposes of rendering this opinion, and therefore our opinion is limited to the documents that we have reviewed.

In rendering this opinion we have also relied on the following factual matters and assumed, without investigation, verification, or inquiry that:

The use of the "T-connection" in this water system is for the purpose of water distribution between units from the water source to a T-connection ("T"). The source water flows through the top two connections to adjacent Ts until the termination of the water flow, with the bottom connection of each T distributing water directly to each unit. Other Ts exist in the water system, connecting the main water line to vertical tier/riser pipes, which then go to individual Ts that distribute water to the individual units.

We have reviewed the Condominium Documents and found the following sections potentially relevant:

(a) Declaration Art. I, Section 1.02 defines Service Elements as "all utility services and systems, including, without limitation, heating, ventilating and air conditioning, gas, electricity, sewer/water and plumbing, services, lines, pipes, wires, vents, flues, chimneys, ducts, cables, conduits, communication lines and systems, fire prevention installations and systems, stairwells, elevators, elevator shafts and equipment, building security systems, and building service equipment located within the Condominium, excluding the Electrical Transformers and Systems."

(b) Declaration Art. II, Section 2.02(d) provides: "Expressly included as part of each Unit are: … 5. the Service Elements, including, without limitation, elevators, elevator shafts and equipment, cooling towers and related equipment exclusively serving a Unit, whether or not located within the designated boundary lines of the Unit;"

(c) Declaration Art. II, Section 2.02(d) additionally provides: "Expressly included as part of each Unit are: … 10. if any Service Element lies within or partially within and partially outside of the designated boundaries of a Unit, any portions thereof exclusively serving that Unit shall be deemed a part of that Unit as set forth in subparagraph 5 while any portions serving more that (sic) one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements[;]"

(d) Declaration Art. II, Section 2.03 states: "All Service Elements serving more than one Unit but not all of the Units shall be Limited Common Elements regardless of where such Service Elements are located and shall be appurtenant to the Unit or Units served;"

(e) Declaration Art. II, Section 2.05 describes General Common Elements as: "All Service Elements serving all Units and all Service Elements, not included as parts of Units or Limited Common Elements and whether or not located within the designated boundaries of a Unit or Common Element[;]"

(f) Declaration Art. V, Section 5.01 states: "The Board may also levy special assessments against a particular Unit Owner and Unit for: (a) costs and expenses (anticipated or incurred) for damage to the Common Elements caused by or at the direction of that Unit Owner or guests or tenants of the Unit Owner or other occupants of the Unit; … (c) costs and expenses (anticipated or incurred) for the emergency repairs to a Unit; (d) liabilities, costs and expenses incurred by the Association as a result of any temporary or permanent condition or defect in the Unit;"

(g) Declaration Art. V, Section 5.04 (a) states: "The Association … shall be responsible for the exclusive management and control of, and shall keep the same in good, clean, attractive and sanitary condition, order and repair, all the Common Elements, except the Limited Common Elements appurtenant to a specific Unit and all improvements thereon[;]"

(h) Declaration Art. V, Section 5.04 (b) states: "All such maintenance, repairs, and replacements to the Common Elements and facilities, whether located inside or outside of the Units, shall be made by the Association and charged to the Unit Owners as provided herein. The Association may enter any Unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of improvements or systems for which the Association is responsible. Such entry shall be made with prior notice to the Owners and with as little inconvenience to the Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense[;]"

(i) Declaration Art. V, Section 5.04 (e) states: "A Unit Owner shall be responsible for all maintenance, repairs and replacement of: (a) interior surfaces of a Unit together with utility lines, mechanical equipment and fixtures which serve that Unit[.] … The expense of such maintenance, repairs and replacement shall be borne solely by such Owner[;]"

(j) Declaration Art. V, Section 5.04 (g) states: "In the event that any maintenance, repair or replacement of a Common Element is required as a result of the willful or negligent act of a Unit Owner or invitee, the costs shall be added to and become a part of the assessment for such Owner's Unit."

(k) Bylaws Art. VI, Section 1(a) states: "[T]he Association shall be responsible for the maintenance, repair and replacement of the Common Elements, including the Limited Common Elements, whether located inside or outside of Units[;]" and

(l) Bylaws Art. VI, Section 1(a) additionally states: "The cost of the maintenance, repair and replacement for all Common Elements, including Limited Common Elements, whether located inside or outside of Units … shall be a Common Expense … except to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner[.]"

Based upon the foregoing, but subject to the assumptions, qualifications, and limitations set forth herein, we are of the opinion that:

1. All service lines that serve the unit *exclusively*, regardless of whether or not it is located within the unit boundaries, would be a part of the unit and therefore a unit owner's responsibility. Declaration Art. II, Section 2.02(d)5.

2. Service lines that serve *more than* one unit, but not all units, are Limited Common Elements. Declaration Art. II, Section 2.03.

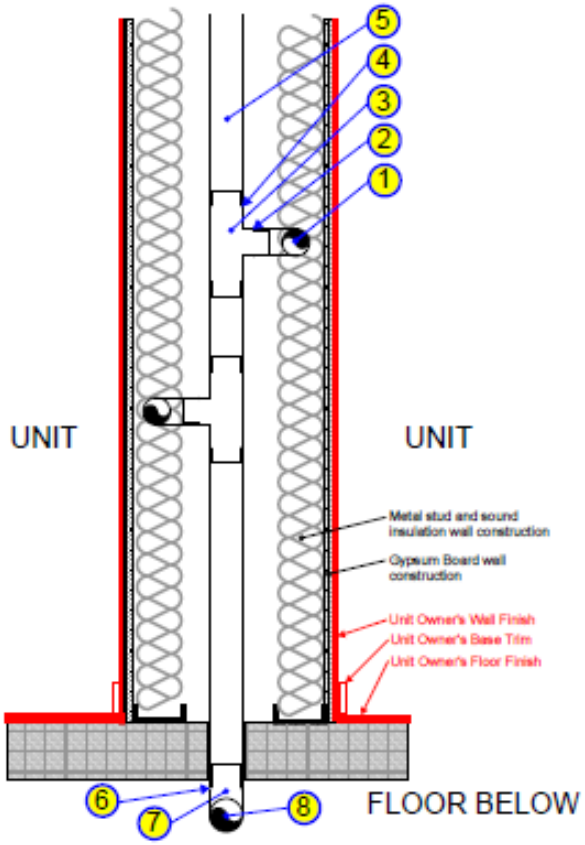
3. Service lines that serve all units are a part of the Common Elements. Declaration Art. II, Section 2.05.

4. Bylaws Art. VI, Section 1(a) which provides that: "[T]he Association shall be responsible for the maintenance, repair and replacement of the Common Elements, including the Limited Common Elements, whether located inside or outside of Units[;]" appears to be in direct conflict with Declaration Art. V, Section 5.04 (e) which provides: "A Unit Owner shall be responsible for all maintenance, repairs and replacement of: (a) … utility lines, mechanical equipment and fixtures which serve that Unit[.] … The expense of such maintenance, repairs and replacement shall be borne solely by such Owner." When such a conflict exists, the Declaration provisions control. Sec. 703.30(4) Wis. Stat.

Based on items 1-4 above, we are of the opinion that based on the general nature of T-connections (one line tapping into a "main" water line), the Ts are utilized for the purpose of

tapping one singular unit into a main or sub-main line with the purpose of providing that singular unit with water. The T exists for the purpose of *exclusively* serving that unit and would therefore be a part of the unit and the unit owner's responsibility to repair, replace, or maintain. (*See* Declaration Art. II, Section 2.02(d)5 and Declaration Art. V, Section 5.04 (e)).

Client-Provided Scenarios:



Scenario 1: A leak occurs to a pipe within an individual unit.

This would be a unit owner expense, as the pipe serving the individual unit is considered part of the unit. Declaration Art. V, Section 5.04 (e) states: "A Unit Owner shall be responsible for all maintenance, repairs and replacement of: (a) interior surfaces of a Unit together with utility lines, mechanical equipment and fixtures which serve that Unit[.] … The expense of such maintenance, repairs and replacement shall be borne solely by such Owner." A pipe leaking within an individual unit should be maintained, repaired, or replaced by the unit owner.

Should the unit owner refuse to fix the pipe and it results in damage to the Common or Limited Common Elements, the Association would be able to repair the pipe and assess such cost to the Unit Owner. Declaration Art. V, Section 5.01 states: "The Board may also levy special assessments against a particular Unit Owner and Unit for: (a) costs and expenses (anticipated or incurred) for damage to the Common Elements caused by or at the direction of that Unit Owner or guests or tenants of the Unit Owner or other occupants of the Unit; … (c) costs and expenses (anticipated or incurred) for the emergency repairs to a Unit; (d) liabilities, costs and expenses incurred by the Association as a result of any temporary or permanent condition or defect in the Unit[.]"

Regardless of causation (whether it is caused by a unit owner, common element failure, or limited common element failure), each party maintains the responsibility to maintain, repair, and replace items as defined in the condominium documents. If an event occurs on the 5th floor causing damage to the flooring of a unit on the 2nd floor, the flooring, from the Association's standpoint, remains the responsibility of the 2nd floor unit. This goes to say that there are certain legal principles that might be at play outside of the documents for consideration (such as the 2nd floor unit owner suing the 5th floor unit owner for causing those damages) but this does not change the Association's responsibilities.

Scenario 2: A leak occurs at the joint between a T for a tier/riser pipe and an individual unit, at the unit side.
Scenario 3: A leak occurs to a T in a tier/riser pipe, for a unit.
Scenario 4: A leak occurs at the joint between a T and a tier/riser pipe.

Scenarios 2-4 would be a unit owner expense with the same general analysis as provided in Scenario 1. Based on the presented diagram and our previous opinion, the entire purpose of the T is to "tap" that individual unit into the main line for the exclusive purpose of providing water to a particular unit. If the T did not exist, that section would be a straight pipe and only the corresponding unit would be affected in that it would no longer have a water connection and similarly there would likely be no leak. It does not matter where the T leaks, since the T's sole purpose is to provide water exclusively to one unit.

Scenario 5: A leak occurs to a tier/riser pipe.
Scenario 6: A leak occurs at the joint between a T and a tier/riser pipe or a main pipe.
Scenario 7: A leak occurs to a T for a main pipe (assuming that T is only there to branch to a tier/riser).

For Scenarios 5-7, presuming the existence of several of these tier/riser pipes (not serving ALL units, but serving more than one unit), the T would be Limited Common Element. Declaration Art. II, Section 2.03 states: "All Service Elements serving more than one Unit but not all of the Units shall be Limited Common Elements regardless of where such Service

Elements are located and shall be appurtenant to the Unit or Units served[.]" The T plays into the same analysis as above – its existence is to serve the multiple units connected to the tier/riser pipes.

Since the Limited Common Element serves multiple units, it would be an Association expense. Bylaws Art. VI, Section 1(a) states: "[T]he Association shall be responsible for the maintenance, repair and replacement of the Common Elements, including the Limited Common Elements, whether located inside or outside of Units."

Scenario 8: A leak occurs to a main pipe.

This would be a common element. Declaration Art. II, Section 2.05 describes General Common Elements as: "All Service Elements serving all Units and all Service Elements, not included as parts of Units or Limited Common Elements and whether or not located within the designated boundaries of a Unit or Common Element." The main pipe presumably serves all units, therefore, would be a common expense.

Since the Common Element serves all units, it would be an Association expense. Bylaws Art. VI, Section 1(a) states: "[T]he Association shall be responsible for the maintenance, repair and replacement of the Common Elements, including the Limited Common Elements, whether located inside or outside of Units."

The foregoing opinions are subject to the following additional assumptions and qualifications:

A. General principles of equity, regardless of whether such enforcement is considered in a proceeding in equity or at law, and limitations on the powers of a condominium board and other equitable remedies; and

B. The possibility that certain rights, remedies, waivers, and other provisions of the Condominium Documents may not be enforceable.

The opinions expressed herein are limited to the federal laws of the United States and the laws of the State of Wisconsin in effect on the date hereof as they presently apply. These opinions are given as of the date hereof, they are intended to apply only to those facts and circumstances that exist as of the date hereof, and we assume no obligation or responsibility to update or supplement these opinions to reflect any facts or circumstances that may hereafter come to our attention or any changes in laws that may hereafter occur, or to inform the addressee of any change in circumstances occurring after the date hereof that would alter the opinions rendered herein.

This opinion is limited to the matters set forth herein and is being provided solely for the benefit of the Association, and no opinion may be inferred or implied beyond the matters expressly contained herein. This opinion may not be used or relied upon for any other purpose, relied upon by any other party, or filed with or disclosed to any governmental authority other than a court in connection with the enforcement or protection of the rights or remedies of the Association, without our prior written consent.

Very truly yours,

Husch Blackwell LLP

By: 
Shawn J. Anderson