Upon failure of the unit owner to do so, the Association may accomplish repairs and maintenance to the unit, as determined to be necessary by the Association, and assess the respective owner for the costs and expenses thereof, after 30 days' written notice to the unit owner giving the owner opportunity to perform the needed maintenance or repair within such 30-day period.

7.2 COMMON ELEMENTS AND FACILITIES. The Association or, as applicable, the Master Association, shall be responsible for the management and control of the common elements and facilities and limited common elements, and shall cause the same to be maintained, repaired and kept in good, clean, attractive and sanitary condition, order and repair, except to the extent individual unit owners are responsible therefore as provided hereinafter with respect to limited common elements. The Association shall be responsible, at Association expense (unless necessitated by the negligence or misuse of a unit owner, or the tenant, guest or agent of a unit owner, in which case such expense shall be charged and specially assessed to such unit owner), for accomplishment of the following specific items of maintenance and repair with respect to the common elements, unless the responsibility for such items is that of the Master Association pursuant to the Master Documents:

All cleaning, painting, repair, replacement, restoration and general maintenance of the common property;

Necessary care and maintenance of utility services and lines within the common elements, including master television and communication cables, lines or antennae, and utility connections.

7.3 LIMITED COMMON ELEMENTS. The maintenance and repair of the limited common elements shall be the sole responsibility of the unit owners.

7.4 ASSOCIATION SERVICES. The Association may provide any service or maintenance requested by a unit owner or owners with respect to individual units or limited common elements that the Association is able and willing to provide or perform, and shall specially assess such requesting owner or owners therefore.

Article VIII
Duties and Obligations of Unit Owners

8.1 RULES AND REGULATIONS. 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:

(a) 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 and the Master Association, which approval may be withheld for any reason whatsoever.

(b) **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 6 months, except with prior written approval of the Association and the Master 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.

(c) **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:

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

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 and all of the Master Documents. Prior to the beginning of the lease term, the owner must give the Association and the Master 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 and the Master Association, will satisfy this requirement.

(d) **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.

(e) **Parking and Storage of Vehicles.** No vehicle of any kind may be parked, stored or left anywhere except in a private parking unit. Junked, inoperative or unlicensed vehicles shall not be permitted anywhere in the common areas or in private parking units. 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 Residential 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.

(f) **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 one dog, or one cat, or one bird 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 Master Declarant consents thereto pursuant to the Master Documents. Animals that exceed 20 inches in height or 2 pounds in weight shall not be permitted in the Condominium at any time. For purposes of this Paragraph and of Paragraph (g), following, "animal" means any living organism characterized by voluntary movement, including but not limited to mammals, birds, reptiles and amphibians.

(g) **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 dropping 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.

(h) **Window Treatments.** For or 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 Master Condominium are uniform. If the Association, Master Association, and the Master Declarant (as such term is defined in the Declaration), all elect not to require uniformity with respect to windows and treatments . The Association, the Master Association and the Master 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 Residential Condominium. Individual unit owners may at any time request prior approval of window treatments by submitting an appropriate request for approval to the Secretaries of the Association and the Master Association and/or to the Master Declarant, as applicable, such approval, however, may be withheld in said parties' sole discretion.

(i) **Balconies.** No equipment or personal property of any type, whatsoever, including without limitation, furniture, 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 Master Documents.

(j) **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 and the Master Association. No unit owners shall permit anything to be done or kept in his 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.

(k) **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 and then only if permitted by the Master Documents.

(l) **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.

(m) **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 Master Documents.

8.2 **ASSOCIATION RULES.** The Association, acting through the Board of Directors, may approve and distribute to unit owners and tenants additional rules and regulations, and amendments of such rules and regulations, approved and adopted by the Board of Directors from time to time pursuant to Section 6.2 herein. All such rules and regulations shall be in writing and shall be distributed to the unit owners and tenants no less than 30 days prior to the effective date of such rules and regulations. Such rules and regulations may be altered, amended, and repealed pursuant to Section 6.2 herein. The rules and regulations contained in Section 8.1 of these Bylaws may be amended only in accordance with the provisions and requirements for amendment of the Bylaw. Any such rules and regulations and any revisions or modifications thereto require approval under the Master Documents.

ARITCLE IX

General

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

9.2 **ADDRESS.** The initial mailing address of the Association shall be c/o Weichmann Enterprises Unlimited, 2769 North Summit Avenue, Milwaukee, Wisconsin 53211. The Board of Directors may change the mailing address from time to time.

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

ARTICLE X

Amendments

10.1 **BY MEMBERS.** These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the members, at any meeting called for such purpose, by the affirmative vote of unit owners having 75% or more of the votes in the Association. Any such alteration, amendment, repeal or adoption must also be approved pursuant to the Master Documents.

10.2 **RIGHTS OF DECLARANT.** No amendment of these Bylaws shall alter or abrogate any rights of the Declarant, (name of developer), or its successors, which may have been reserved, set forth or contained in these Bylaws.

ARTICLE XI
Miscellaneous

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

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

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

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

11.5 **INTERPRETATION AND CONFLICTS WITH MASTER ASSOCIATION DOCUMENTS.** These Bylaws shall be interpreted in such a manner as to be consistent with the terms of the Master Documents. To the extent that these Bylaws are inconsistent or conflict with the terms of the Master Documents or, by amendment of the Master Documents, these Bylaws conflict or become inconsistent therewith, then these Bylaws shall be deemed amended to the extent necessary to conform and be consistent with the Master Documents. In case any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof, which can be given effect. Nothing in these Bylaws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any and or all the unit owners.

IN WITNESS WHEREOF, these Bylaws of the Association, Inc., have been adopted by the Board of Director as of _________________, 2004 as evidenced by the signatures of its ______ Directors, set forth below:

____

____

BYLAWS
OF
CATHEDRAL PLACE CONDOMINIUM ASSOCIATION, INC.

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BYLAWS
OF
CATHEDRAL PLACE CONDOMINIUM ASSOCIATION, INC.

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 765 North Jackson Street, 775 North Jackson Street, and 519-33 East Wells 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 Cathedral Place 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 the Van Buren Management Company, Inc., 788 North Jefferson Street, 8th Floor, 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. Cathedral Place 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.

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 meetings 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 Robert's Rules of Order or any other rules of procedure acceptable to a majority of the votes of Unit Owners shall govern the conduct of all meetings of the Association when not in conflict with these Bylaws, the Declaration or the Act. All votes shall be tallied by a person or persons appointed by the presiding officer of the meeting. 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 sign said 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 fourteen (14) days after the incorporation of the Association.

(b) A special meeting of the Association shall be held prior to the conveyance of Units to which twenty-five percent (25%) 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 Unit Owner of the Parking Unit shall appoint one Director, and the Board of Directors shall thereafter consist of four (4) directors.

(c) 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 and Unit Owner of the Parking Unit shall resign and all four (4) members of the Board of Directors shall be appointed by all Unit Owners, including Declarant, to the extent Declarant then owns any Units, as follows: each of the Office Unit, the Retail Unit, the Parking Unit and the Residential Unit shall be entitled to appoint one (1) Director to the Board of Directors.

Section 2. Term of Office. At each annual meeting, the Unit Owners of the Office, Retail, Residential and Parking Units shall each appoint one director 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 appointed.

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 therefor 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. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Condominium and may do all acts and things as are by the Act, the Declaration or these Bylaws directed to be done by the Association. In addition to the duties imposed on the Board of Directors by these Bylaws or by any resolution of the Association, the Board of Directors shall have the power to, and shall be responsible for, the following:

(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 therefor;

(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 of insurance for the Property, including the Units;

(k) making of 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 of this Article III, and to select and designate said Unit Owner's successors. Any member of the Board of Directors appointed by a Unit Owner may be removed, with or without cause, by the Unit Owner appointing such Director and said Unit Owner shall than appoint 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 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 appointment by the Unit Owner who appointed the Director who has now resigned or otherwise vacated his/her director position.

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, telex, facsimile transmission, or telegraph, 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, telex facsimile transmission, or telegraph, 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 Roberts 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 20, 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 20 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 therefor 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 20 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 20. 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 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 Seven Thousand Five Hundred Dollars ($7,500.00) shall be executed by any two officers of the Condominium or by such other person or persons as may be designated by the Board of Directors. All such instruments for expenditures or obligations of Seven Thousand Five Hundred Dollars ($7,500.00) or less may be executed by any one officer of the Condominium 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 Alley Easement, Electrical Transformer Easement Agreement and the Electrical Supply Agreement, 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 basement parking which is a Limited Common Element appurtenant to the Office Unit and to the Residential Unit shall be assessed on a prorata basis to the Office Unit and to the Residential Unit based on the number of Parking Spaces then appurtenant or assigned to said Unit as compared to the total number of Parking Spaces in the basement parking area.

(B) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE BYLAWS OR IN THE DECLARATION, THE PARKING UNIT SHALL NOT BE OBLIGATED TO, NOR REQUIRED TO, PAY ITS PERCENTAGE INTEREST OF THOSE COMMON EXPENSES WHICH ARE ASSESSED WITH RESPECT TO ORDINARY OPERATIONS AND MAINTENANCE, SUCH AS SNOW PLOWING, SIDEWALK AND STREET CLEANING, LANDSCAPING AND WINDOW WASHING AND THE ADMINISTRATIVE AND/OR MANAGEMENT EXPENSES AND COSTS ASSOCIATED THEREWITH. IN ADDITION, THE PARKING UNIT SHALL ONLY BE OBLIGATED TO PAY 10% OF THE COSTS INCURRED BY THE ASSOCIATION IN CONNECTION WITH THE ALLEY EASEMENT AND THE REMAINING COSTS SHALL BE ALLOCATED AMONG THE OTHER UNIT OWNERS IN ACCORDANCE WITH THEIR PERCENTAGE INTERESTS, INTER SE. THE PARKING UNIT SHALL, HOWEVER, BE OBLIGATED TO PAY ITS PERCENTAGE INTEREST OF THOSE COMMON EXPENSES ASSOCIATED WITH THE REPAIR AND MAINTENANCE OF THE COMMON ELEMENTS AND ANY COMMON EXPENSES ASSOCIATED WITH AND DIRECTLY ALLOCABLE TO THE PARKING UNIT, INCLUDING, WITHOUT LIMITATION, INSURANCE, EXTERIOR MAINTENANCE, REPAIRS AND REPLACEMENTS AND REPAIRS AND REPLACEMENTS WITHIN THE PARKING UNIT AND RESERVES. ALL SUCH COMMON EXPENSES WITH RESPECT TO WHICH THE PARKING UNIT IS NOT REQUIRED TO PAY ITS PERCENTAGE INTEREST, SHALL BE ALLOCATED AMONG THE REMAINING UNIT OWNERS IN ACCORDANCE WITH THEIR PERCENTAGE INTERESTS, INTER SE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE BYLAWS OR IN THE DECLARATION, THIS SUBPARAGRAPH (B) SHALL NOT BE AMENDED OR MODIFIED WITHOUT THE CONSENT OF THE OWNER OF THE PARKING UNIT.

(c) 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 Alley Easement, the Electrical Transformer Easement Agreement and the Electrical Supply Agreement 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 shall deem 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 basement parking area which is a Limited Common Element appurtenant to the Office Unit and to the Residential Unit shall be assessed on a prorata basis to the Office Unit and to the Residential Unit based on the number of Parking Spaces then appurtenant or assigned to said Unit as compared to the total number of Parking Spaces in the basement parking area. 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 Alley Easement, the Electrical Transformer Easement Agreement and the Electrical Supply Agreement, assessed by the Board of Directors pursuant to these Bylaws. Each Owner of any Unit, by acceptance of a Unit Deed therefor, 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 therefor, 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 therefor, 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 therefor 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 announced by US Bancorp. its successors or assigns, at its principal place of business in Milwaukee, Wisconsin 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 therefor.

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 in recordable form 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 therefor 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 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 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 therefor 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 therefor 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 or any part thereof, other than parking spaces within the Parking Unit, shall be leased or rented for less than an initial term of six (6) months or otherwise for transient purposes. No Unit Owner shall lease a Unit or any part thereof, other than parking spaces within the Parking Unit, 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, coöperative, 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 the Retail Unit, but only as permitted in subsection (f) 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, Retail Unit may have signage on the interior of the windows of the Retail 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 Retail Unit may have limited exterior identification signage on the exterior glass of the Retail Unit and the Parking Unit may place one sign on the south elevation and one sign on the east elevation of portions of the Parking 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 therefor 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 $10 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, so long as the Parking Unit is owned by the Redevelopment Authority of the City of Milwaukee or the City of Milwaukee, Wisconsin or a successor municipal or governmental entity that self insures, 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 of 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 therefor.

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. <u>Readjustments Following Condemnation</u>. 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. <u>Special Partial Takings and Temporary Takings</u>. 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. <u>Partition</u>. 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 Subunit Owner to pay such special assessment, the Association shall have all rights and remedies set forth in Article V in connection therewith.

ARTICLE XIII
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),

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

(ii) 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;

(iii) 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.

AMENDMENT TO THE BYLAWS
OF
THE CATHEDRAL PLACE
RESIDENTIAL CONDOMINIUM OWNERS ASSOCIATION, INC.

Whereas Cathedral Condominium, LLC (the "Declarant") is the owner of unit 4 of Cathedral Place Condominium and has previously recorded the declaration of The Cathedral Place Residential Condominium (the "Residential Condominium") in the Office of the Register of Deeds for Milwaukee County, Wisconsin, and adopted Bylaws in conformity therewith,

Now, therefore, as Declarant in control of the Residential Condominium. Declarant amends Article VIII, section 8.1(f) of such Bylaws, as follows:

"Two (2) dogs may be kept in a single dwelling unit provided the total weight of the two (2) dogs does not exceed one hundred fifty (150) pounds. Furthermore, the dogs may not enter and exit the residential condominium through the underground parking garage.".

Dated as of this 22nd day of February, 2005.

Cathedral Condominium LLC

By: ______________________
Authorized Signature for NLE, LLP

PROSPECT MANAGEMENT COMPANY

Mailed 04.25.08

4/25/08

To: The Homeowners at Cathedral Square
Re: Amendments to the ByLaws, and Amendment to the Declaration

Enclosed, you will find two (2) Amendments to Cathedral's ByLaws, and one (1) Amendment to Cathedral's Declaration, approved at the Annual Meeting on 3/25/08, as follows:

A. An amendment to Cathedral's By-laws to prohibit smoking in common areas, and ensure that smoking within individual units does not adversely affect the enjoyment of neighboring units.

B. An amendment to Cathedral's By-laws, lowering the required quorum needed to transact business. This does not change the required levels of approval required to amend declaration or by-laws, but would allow other meetings to officially transpire-and would make our quorum more consistent with other condo practices.

C. An amendment to Cathedral's Declaration, updating the language regarding our Insurance. Our advising attorney's intent here is to ensure we do not constrain the coverage available in our policy by having unnecessarily limiting language in our Declaration.

<u>It is extremely important to keep these documents with your Governing Documents.</u>

PROSPECT MANAGEMENT

JULIE ALMEIDA
PROPERTY MANAGER

LAW FIRM OF
Jonathan B. Levine

JONATHAN B. LEVINE
JESSICA L. BOELDT

8989 NORTH PORT WASHINGTON ROAD
SUITE 211
MILWAUKEE, WISCONSIN 53217-1633
(414) 352-0400
FAX (414) 434-0658

MICHELLE M. RODRIQUEZ
LEGAL ASSISTANT

MEMORANDUM

TO: Board of Directors, The Cathedral Square Residential Condominium Owners Association, Inc.

FROM: Jack Levine

DATE: March 17, 2008

RE: Insurance Amendment

Members of the Board:

I enclose a proposed amendment to section 13.2 of the Declaration of Condominium of the Residential Condominium. Unlike the other amendments, this one is to the Declaration and will ultimately require the approval of first mortgage lenders. This is not difficult to obtain, provided that I can be provided with the unit number, name of the owner, and his/her mortgage company and mortgage loan number.

Section 13.2, in its current language, states in the first clause, "subject to the terms of the Master Documents, . . ." and thus recognizes that the insurance requirement is also subject to the insurance requirement of the Declaration of the Master Association. Unfortunately, section 13.2 is not in conformity with the Master Association insurance requirement, so this amendment is intended to change it.

Specifically, the amendment is intended to provide that the residential condominium association's master policy shall provide property loss coverage for the whole building, and not stop at common elements/unit boundaries. This is required by Wisconsin law and some mortgage lending underwriting guidelines.

At this dictation I have requested, but not received, a copy of the property loss policy, and I have a telephone call in to your agent, Mr. Wiedenbaum.

This amendment is not a technicality. In the event of a loss, the current discrepancy between the language of the Residential Condominium Declaration and the Master Declaration (which incorporates the master bylaws) could result in litigation.

RESOLUTION AMENDING DECLARATION OF CONDOMINIUM

Cathedral Square Residential Condominium Owners Association, Inc.

THE ASSOCIATION HEREBY RESOLVES AS FOLLOWS:

Section 13.2 is amended by deleting the ~~strike out~~ language and including the underlined language.

13.2 ~~Common Elements~~ Coverage. Subject to the terms of the Master Documents, the Residential Association shall provide and maintain fire and broad form extended coverage insurance on the buildings, ~~improvements and other common elements and limited common elements~~ and any portions thereof that are a part of the Residential Master Unit in an amount not less than the full replacement value said insurance to include the common elements and such portions of the Units of the Residential Master Unit as are normally deemed to constitute part of the Building and building systems and also including fixtures and appliances if fixtures and appliances are covered in the association insurance policy, but excluding equipment, trade fixtures, furniture, carpeting, drapes, furnishings, and other personal property supplied by the unit owners in so far as any of the same are not, as a matter of law, part of the real estate or fixtures comprising any Unit. Subject to compliance with the terms of the Master Documents, the insurance carried by the Residential Association shall be obtained in the name of the Residential Association as trustee for each of the unit owners and their respective mortgages in the percentages established in this Declaration, as their interests may appear. Insurance premiums and charges shall be a common expense.

BE IT FURTHER RESOLVED, that this amendment shall take effect immediately.

Amendment Considered
By Written Ballot at Meeting, 3-25-2008 (Date)

Motion made by: ______________________

Seconded: Yes
(Yes/No)

In Favor: 22
Opposed: 0

Signed: [signature]
Secretary

March 17, 2008

mailed 04.25.08 GR

APR 0 9 2008

RESOLUTION AMENDING BY-LAWS OF CONDOMINIUM TO PROHIBIT SMOKING ON THE PROPERTY

Cathedral Square Residential Condominium Owners Association, Inc.

WHEREAS, smoking on the Property may create a health hazard for unit owners; and

WHEREAS, the odors resulting from smoking on the Property interfere with owners' quiet enjoyment of their units, assured by By-Laws Section 8.1(a); and

WHEREAS, the odors resulting from smoking on the Property create a noxious or offensive activity precluded by By-Laws Section 8.1(l);

THE ASSOCIATION HEREBY RESOLVES AS FOLLOWS:

Section 8.1(n) is **created** to read as follows:

(n) Smoking. Smoking is prohibited on the Condominium Property.

Smoking shall mean and include the inhaling, exhaling, burning, or carrying of any lighted cigarette, cigar, or other tobacco product, marijuana, or other illegal substance.

No person shall smoke within the boundaries of the Condominium Property.

This includes, but is not limited to, unit owners, guests, family members, tenants, residents, business invitees, or visitors. "Business invitee" shall include, but is not limited to, any contractor, agent, household worker, or other person hired by the owner, tenant, or resident to provide a service or product.

This prohibition shall include all unit interiors, Common Elements, and Limited Common Elements.

This prohibition is subject only to the following exception: The smoking prohibition shall not be enforced against a unit or unit owner when the smoking in the unit is not objectionable to any person outside the unit, whether in another unit or in the common elements. Upon a complaint that smoking activity is objectionable outside the unit where the smoking takes place, that unit owner shall be notified. The unit owner shall then take whatever steps are necessary to prevent the migration of smoke and smoke-related odors to the common elements and other units. A unit owner who wishes to adopt any remedy which involves construction or venting shall first submit to the Board of Directors a plan of remediation to stop the migration of smoke and odors associated with smoke. Approval by the Board of Directors of said plan may require as a condition of approval engineering and contractor plans and proof of financial responsibility by the unit owner to complete said plan. The remediation shall be performed at the owner's expense and at the owner's risk that in the event the remediation plan is not successful, all smoking activity within said unit shall be prohibited. An owner shall have 60 days from the date a complaint is tendered to stop the migration of smoke and odors.

Any violation of this section concerning the prohibition of smoking shall result in a fine to the unit owner of $25.00 per day and said unit owner shall be responsible for the reasonable and actual attorney fees and other costs incurred by the Association in connection with enforcing this section. A violation is defined as the ability to smell smoke or smoke-related odors outside a unit and emanating from that unit 60 days after a complaint is tendered. In addition, violation of this section shall be considered the commission of a nuisance activity and the Association may enforce this section by application to a court of competent jurisdiction to obtain injunctive relief, and the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be determined by the court.

BE IT FURTHER RESOLVED, that this amendment shall take effect immediately.

Amendment Considered
By at Meeting, 3-25-2008 (Date)

Motion made by: ____________________

Seconded: Yes
(Yes/No)

In Favor: 20
Opposed: 2

Signed: [signature]
Secretary

RESOLUTION AMENDING BY-LAWS OF CONDOMINIUM
TO CHANGE QUORUM

Cathedral Square Residential Condominium Owners Association, Inc.

THE ASSOCIATION HEREBY RESOLVES AS FOLLOWS:

Section 2.2 is amended by deleting the ~~cross-out~~ language and inserting the underlined language.

2.2 QUORUM AND PROXIES FOR MEMBERS' MEETINGS. A quorum for members meetings shall consist of ~~75%~~ Forty Percent (40%) ~~twenty-five percent (25%)~~ of the votes in the Association. In accordance with the designation in the Membership List, a vote(s) may be cast in person or by proxy. A proxy shall be valid only for the particular meeting(s) or time period designated therein, up to a maximum of ninety (90) days, unless sooner revoked, and must be filed with the Secretary before the appointed time of the meeting. If any meeting or members cannot be organized because a quorum is not present, a majority of the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, without further notice. At such adjourned meet at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed.

BE IT FURTHER RESOLVED, that this amendment shall take effect immediately.

Amendment Considered
at Meeting, 3-25-08 (Date)

Motion made by: ____________________

Seconded: Yes
(Yes/No)

In Favor: 22
Opposed: 0

Signed: [signature]
Secretary

March 17, 2008

CATHEDRAL SQUARE CONDOMINIUMS

RULE #1

CONSTRUCTION AND REMODELING

IMPORTANT INFORMATION

Please keep this information with your Governing Documents

The Cathedral Square Condominium Owners Association, Inc.

RESOLUTION FOR NEW RULE

WHEREAS the Board of Directors of The Cathedral Square Condominium Owners Association has the power and duties to handle the administration and affairs of the Association including the management and operation of the condominium property, pursuant to Article III, Section 3.1 of the By Laws.

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 VI, Section 6.2 of the By Laws.

WHEREAS there is a need to make sure there are provisions on remodeling and construction in the building.

BE IT RESOLVED that:

The following regulations apply to remodeling and construction by owners or their tenants, agents or contractors:

1.) Construction or Remodeling Projects that create a great deal of noise are limited to be conducted during the daytime hours of 7:30 am to 6:00 pm, Monday through Friday.

2.) The cleanup of common areas must be addressed by 6:00pm each day.

3.) Any construction waste or trash must be removed off site and not placed in Association dumpsters.

4.) No construction work or material may be conducted or left in any common areas for any period of time.

5.) No exterior doors shall be propped open for any period of time.

6.) Any damage to common areas shall be assessed back to the unit owner.

7.) Owners shall be responsible for their tenants, agents or contractors actions, and any damage or any issues that arise as a result of any work conducted at their unit.

8.) Any unit found to be in violation shall be fined $250.00 per occurrence.

BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to all homeowners at their last known mailing address.

The Board of Directors adopted this resolution on June 14, 2018 and enacted the rule on June 15, 2018.

CATHEDRAL SQUARE CONDOMINIUMS

RULE #2

BALCONY DECKS

CATEHDRAL PLACE DECK RULES AND REGULATIONS
(FOR CONDOMINIUM OWNERS IN CATHEDRAL CONDOMINIUMS)

The following rules apply only to owners of condominiums in Cathedral Condominiums. Although tenants of the office unit of Cathedral Place are eligible to use the Cathedral Place Deck located on the 11th floor as well as owners of condominiums in Cathedral Condominiums, their right to do so is subject to a separate set of rules and regulations.

The following rules shall be observed by all eligible users of the Cathedral Place Deck located on the 11th floor:

INDIVIDUALS USING THE DECK DO SO AT THEIR OWN RISK. NEITHER CATHEDRAL PLACE, LLC, CATHEDRAL PLACE CONDOMINIUM ASSOCIATION, NOR CATHEDRAL CONDOMINIUMS nor the employees, agents, officers, management company(ies) or directors for either will be responsible for the loss, damage or destruction by fire, theft or otherwise of any personal property brought onto the Deck or for bodily injury or death occurring on the Deck and tenant shall inform its Guests, if applicable, of the foregoing.

NEITHER CATHEDRAL PLACE, LLC, CATHEDRAL PLACE CONDOMINIUM ASSOCIATION, CATHEDRAL CONDOMINIUMS, LLC NOR CATHEDRAL CONDOMINIUMS CONDOMINIUM ASSOCIATION nor the employees, agents, officers, management company(ies) or directors for either will be responsible for the loss, damage or destruction by fire, theft or otherwise of any personal property brought onto the Deck and condominium unit owners shall inform its Guests, if applicable, of the same.

FOR PURPOSES OF CLARITY, THE ONLY GUESTS OR INVITEES PERMITTED ON THE DECK ARE THE GUESTS OF CONDOMINIUM UNIT OWNERS ("Guests"). GUESTS ARE PERMITTED ON THE DECK SUBJECT TO III. BELOW.

I. GENERAL RULES

- No more than 466 persons may use the Deck at any one time.
- Smoking is permitted on the Deck provided that cigarettes and ash are discarded in the designated receptacles provided.
- Persons may gain access to the Deck only through his or her access card through the 11th floor of the office unit in a quiet and courteous manner. Persons may not access the Deck via the parking structure.
- Persons are prohibited from throwing objects (including cigarette butts and gum) from the Deck and are confined to the Deck defined by the railing perimeter.
- No live music, or music or other noises or the conduct of other activities that interfere with the rights, comfort, or convenience of others is permitted on the Deck. Noise levels should be sufficiently reduced at all times so as not to disturb others.

- The cost of any property damage (including any furniture on the Deck) or loss or any other failure to comply with the terms of these Rules and Regulations shall be charged to the employer of the person responsible for the damage.
- The right to suspend immediately the privileges of any person or tenant who does not follow these Rules and Regulation is reserved.
- Each user shall thoroughly clean that portion of the Deck used by that user, including throwing out all trash in the designated receptacles and cleaning all furniture used and leave the Deck and Deck furniture in substantially the same place and condition it was in prior to his or her use and shall not leave any debris of any type or nature on the Deck upon departure therefrom.
- Persons may not mark, damage or vandalize any furniture or other Deck belongings and shall not remove any furniture from the Deck.
- No person shall participate in inappropriate or offensive behavior in any part of the Deck.
- Neither chewing tobacco, pets (other than dogs in the company of a blind person), strollers nor carts are allowed on the Deck.
- No grills (gas or charcoal) are permitted on the Deck.
- All applicable regulations of all state and federal agencies having jurisdiction are considered part of these rules and regulations.
- All persons shall wear on the Deck the attire permitted by its employer to be worn in its premises but in no event anything of lesser standard than appropriate business casual attire. Bathing suits, tank tops, thongs, robes, slippers, etc. are not appropriate attire for the Deck.

II. BUSINESS HOUR USAGE.

Business Hours

- 9 a.m. to 5:00 p.m. on weekdays and from 9 a.m. to 1 p.m. on Saturdays, in each case, excluding any holiday when federal banks in the City of Milwaukee, Wisconsin are closed.

Eligible Users:

- Only owners of condominiums in Cathedral Condominiums and their Guests are eligible to use the Deck during Business Hours.
- No Eligible User shall grant access (via one or more of his or her access card(s) or otherwise) to the Deck to any third party.
- No music at any noise level is permitted during Business Hours. All music shall be with headsets.
- Furniture on the Deck is available on a first come first serve basis but shall be used only for reasonable time periods and shall not use any equipment for longer than 30 minutes when other Eligible Users are waiting to use such furniture.
- Employees of tenants in the office unit of Cathedral Place are eligible to use the Deck subject to separate rules and regulations.

III. GUESTS.

- Owners of units in Cathedral Condominiums must be on the Deck with Guests at all times as owners are responsible for the actions of their Guests and will be liable for any damage incurred.
- Each unit owner in Cathedral Condominiums is limited to 20 Guests per unit owner.

Responsibility for Guests:

- Owners of units in Cathedral Condominiums must make arrangements for their Guests to gain entry to the building, but may not prop the front door open or in any other way endanger residents or tenants by not respecting security measures around the building.
- Guests are not to cause disturbances to other unit owners, tenants, or outside traffic. Owners of units in Cathedral Condominiums and Guests are prohibited from throwing objects from the roof and are confined to the roof deck defined by the railing perimeter.

DECK LICENSE AGREEMENT

This License Agreement (this "License") is dated as of the ____ day of ______________, 2004 by and between Cathedral Place LLC, a Wisconsin limited liability company (the "Office Unit Owner") and Cathedral Condominium LLC (the "Residential Unit Owner")

A. The Office Unit Owner, as declarant, submitted certain real property and the improvements thereon ("Cathedral Place Condominium") to the Wisconsin Condominium Ownership Act pursuant to that certain Declaration of Cathedral Place Condominium recorded on May 28, 2002 at Document No. 8286523 (the "Declaration").

B. The Office Unit Owner is the owner of the office unit of Cathedral Place Condominium, which is also referred to as Unit 1 and is more particularly described on **EXHIBIT A** attached hereto (the "Office Unit").

C. The Residential Unit Owner is the owner of the residential unit of Cathedral Place Condominium, which is also referred to as Unit 4 and is more particularly described on **EXHIBIT B** attached hereto (the "Residential Unit").

D. The Office Unit includes an outdoor deck (the "Deck"), which is located on the 11th floor of the Condominium building immediately above the parking unit of Cathedral Place Condominium, which parking unit is also referred to as Unit 3.

E. The parties hereto desire that the Office Unit Owner grant to the Residential Unit Owner a limited, revocable license permitting the occupants of Subunits (as such term is defined in the Declaration) located within the Residential Unit to have access to the Deck during specified times and for certain specified purposes, all as more particularly set forth herein.

NOW, THEREFORE, in consideration of the terms and provisions hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, IT IS AGREED:

1. Grant of License. Office Unit Owner hereby grants to Residential Unit Owner a limited, revocable, nonexclusive license (without the right to sublicense) on, over and across the Deck solely for the purposes of Limited Leisure Activities (as such term is hereinafter defined) on the following terms and conditions:

A. Only Subunit Owners and occupants of Subunits (collectively "Subunit Occupants") will be allowed access to the Deck pursuant to this License.

B. Access to the Deck by Subunit Occupants shall be limited to the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday, and 9:00 a.m. until 1:00 p.m. on Saturdays, in each case, excluding any holiday when federal banks in the City of Milwaukee, Wisconsin are closed.