

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

CATHEDRAL 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.

C. Attire on the Deck shall be required to be business or business casual and spandex, halters, tank tops, bathing suits and similar types of clothing will not be permitted.

D. The Deck specifically may not be used by Subunit Owners for sunbathing, parties, or frisbee, catch or similar active recreational activities.

E. Any music, television, radio or cellphone may be used only so long as it can be heard only by the individual using any such music playing device, television, radio or cellphone (i.e., headphones shall be used at all times and cellphones shall be set to only vibrate when used on the Deck).

F. All waste and garbage must promptly be disposed of in appropriate trash containers and Subunit Occupants shall promptly and thoroughly clean up after themselves.

G. Subunit Owners shall strictly comply with all directions from the Office Unit Owner as to the location and method for accessing the Deck from the Residential Unit.

H. Pets shall not be allowed on the Deck at any time.

I. Subunit Occupants shall not engage in any immoral, disreputable or illegal activities.

J. All access to and use of the Deck shall also be subject to rules and regulations promulgated by the Office Unit Owner, which rules and regulations may include, without limitation, the following requirements: (i) Subunit Occupants may be required to provide their names to the Office Unit Owner or the occupant of the 11th Floor of the Condominium building in order to verify their right to have access to the Deck; (ii) Subunit Occupants may be required to comply with any other registration or access limitations including, without limitation, entering the Deck through a specified location; and (iii) Subunit Occupants shall be as quiet as reasonably possible and shall not cause any disruptions while traveling through the interior portion of the Office Unit to access the Deck.

For purposes hereof, the term "Limited Leisure Activities" shall mean walking, sitting, quietly conversing, reading, eating lunch, playing chess, cards or similar passive activities and otherwise passively enjoying the outdoor environment.

2. Use of License. Any Subunit Occupant using the Deck shall be required to use the Deck in such a way that said use does not interfere with the use, occupancy and enjoyment of the Deck or the Office Unit by the Office Unit Owner or any of its tenants or their employees, customers and invitees. Subunit Occupants shall use the Deck in a reasonable manner and in a manner which will not interfere with the use thereof by other parties.

3. Indemnity. Residential Unit Owner shall indemnify the Office Unit Owner, its tenants and its Managing Agent (as such term is defined in the Declaration), and their officers, directors, members, employees, agents, representatives, licensees and contractors (collectively, the "Indemnified Parties") from and against any and all losses, damages, claims, actions, liabilities, costs and expenses, including, but not limited to, reasonable attorneys fees, incurred by or asserted against the Indemnified Parties, or any of them, and arising out of or

relating to a breach by any Subunit Occupant of the terms of this License or the rules and regulations or arising out of or relating to the negligence or willful misconduct of any Subunit Occupant, in connection with their or any of their use or access to the Deck.

4. Deck Remodel and/or Closure. The Office Unit Owner shall have the right at any time and from time to time to: (A) renovate, rearrange, and/or remodel the Deck or the improvements thereon; and/or (B) remove and/or add any improvements, landscaping, furniture, benches, gazebos or other items from or to the Deck; and/or (C) temporarily close the Deck to access from any and all Subunit Occupants in connection with any activity or event taking place on the Deck solely for the benefit of the Office Unit Owner or any of its tenants; and/or (D) close the Deck to access by Subunit Occupants, temporarily or permanently, if required or desirable for maintenance, repairs, renovations, or improvements; if required by law; if desirable for safety reasons; or if necessary or desirable to prevent or limit any potential claim that the public may have in or to the Deck.

5. Exclusion. In addition to its rights in Section 12 below, the Office Unit Owner shall have the right to exclude any Subunit Occupant from access to the Deck if such Subunit Occupant is not complying with the terms of this License, is not complying with the rules and regulations, is intoxicated or otherwise under the influence of drugs, or is causing any unreasonable disturbance.

6. Relationship. No provision hereof shall be deemed to constitute the parties hereto, partners or one another or joint venturers of one another or in any way obligate either party hereto for the performance of any obligations of the other party hereto.

7. Modification. This License may not be modified, amended or terminated except by a writing executed and delivered by all of the parties hereto.

8. Waiver. No waiver of, acquiescence in, or consent to any breach of any term, covenant or condition hereof shall be construed as, or constitute a waiver of, acquiescence in, or consent to any other, further or succeeding breach of the same or any other term, covenant or condition.

9. Severability. If any term or provision of this License shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this License shall not be affected thereby, and each such remaining term and provision shall be valid and enforced to the fullest extent permitted by applicable law.

10. Controlling Law. This License shall be construed and enforced in accordance with internal laws for the State of Wisconsin.

11. Office Unit Owner's Right to Revoke License. Office Unit Owner may revoke this License, in whole or in part, with respect to (a) the scope of the license set forth in Section 1 above, or (b) the current or any future owner of the Residential, or any individual Subunit Owner or Subunit Occupant, in either case, in the event of a breach of this License.

12. Nonrecordability. Neither the Residential Unit Owner nor any Subunit Owner shall record any notice, affidavit or other document which refers to this License or any of the rights granted hereunder, without first obtaining Landlord's prior written consent.

This License is dated as of the date and year set forth above.

CATHEDRAL PLACE LLC

By: Van Buren Management, Inc.
Its: Manager

By: _____
Joel S. Lee
Its: President

CATHEDRAL CONDOMINIUM LLC

By: _____
Name:
Its:

CATHEDRAL SQUARE CONDOMINIUMS

RULE #3

PERSONAL ITEMS IN COMMON AREAS

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 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 any personal items permitted in common area hallways.

BE IT RESOLVED that No personal items shall be kept in or exposed to the common areas. Any variations or objection shall be presented to the Board of Directors for review and/or approval.

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 22, 2017 and enacted the rule on July 1, 2017.

CATHEDRAL SQUARE CONDOMINIUMS

RULE #4

UNIT MOVES

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 moves in and out of the building.

BE IT RESOLVED that:

The following regulations apply to moving home furnishings or bulky items by owners or their tenants in the passenger elevators.

1. Reserve elevator 5 days prior to moving day so that elevator pads can be installed by contacting management.
2. Please provide management the date and approximate length of time for the move.
3. Only one passenger elevator may be used during a move. Elevator pads will be hung in the north elevator.
4. Management will inspect the elevator after use when pads are removed.
5. Any damage in the elevator or any other common areas are the responsibility of and will be billed to the unit owner.
6. The unit owners have final responsibility for tenants complying with the regulations.

7. Owner or tenants must coordinate street parking of moving trucks as the Association cannot reserve city street parking.
8. An elevator hold key can be requested from management 5 days in advance of the move. Key must be returned prior to any deposits or fees being returned.
9. Propping of exit/entrance doors for any period of time or leaving areas unattended where doors are open is a security risk, not permitted and is considered a violation of the rules.
10. During move all corridors, hallways and lobbies are not to be blocked for any period of time.
11. Boxes must be flattened when disposed of in the recycling bins.
12. Common area floor and wall protection is the responsibility of the party moving in or out.
13. Any damage that occurs from a move shall be assessed to the unit owner.
14. A \$250 deposit shall be collected for any unit owner move. This deposit shall be returned after all inspections are completed and verification all rules were followed. This deposit applies to the move in and move out of each owner.
15. A fee of \$250 will be assessed to the unit owner each time a tenant moves into or out of a unit. The fee is non-refundable and should be paid 10 days prior to move in. In the event that the fee has not been paid in advance, the fee will be added to the unit owner's account as soon as the omission is discovered. This fee applies to the move in and move out of each tenant.

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 #5

OWNER COLLECTIONS

mailed 9/9/09

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 of the 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 adapt 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 ensure that the members of the Association pay the assessments for the operations and expenses of the Association in a timely manner.

WHEREAS it is the intent of the Board of Directors to meet all financial obligations in a timely manner.

BE IT RESOLVED that "Any homeowner who is more than 33 days delinquent in paying assessments will receive a written notification that a late fee equal to 5% of the late assessment has been assessed to his or her account and that both the late assessment and the late fee should be paid immediately."

BE IT FURTHER RESOLVED that "if the account is still delinquent 30 days after the original written notice, an additional 1% interest charge per month shall be assessed on any such past due assessment amount."

BE IT FURTHER RESOLVED "that if a homeowner is more than 30 days delinquent in paying their assessments the homeowner is not entitled to vote on any Association matter."

BE IT FURTHER RESOLVED that "if any homeowner is more than 63 days delinquent and has not paid their account in full including the late fee, and interest due his or her account will be turned over to the Association's attorneys to proceed with placing a lien on the homeowner's unit at which time any mortgage holder known to the Association will also be notified and the homeowner will be liable for all attorney fees (estimated attorney's fees are not less than \$300.00)."

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

The Board of Directors adopted this resolution on August 4, 2009, and enacted the rule on September 1, 2009.

President

James B. Do

Secretary

Lawrence Pope

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 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 collection matters.

BE IT RESOLVED that In the event that the Association retains an attorney to collect any funds due, enforce any rule within its governing documents, bring any claim against a unit owner or defend any claim or allegation by a unit owner, including any counterclaim, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees. This Rule does not apply to owners' fair housing complaints, neither State nor Federal.

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 September 21, 2017 and enacted the rule on September 21, 2017.

CATHEDRAL SQUARE CONDOMINIUMS

RULE #6

LEASING VIOLATION

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 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 collection matters.

BE IT RESOLVED that No short term rentals of less than 12 months are permitted according to the Bylaws, (i.e. Air B&B or VRBO). Owners are also required to provide a copy of the lease to management prior the start of the lease date. Any violation of these provisions will result in a \$2,500 fine without warning.

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 November 16, 2017 and enacted the rule on November 16, 2017.

IMPORTANT INFORMATION

Please keep this information with your Governing Documents
The Cathedral Square Condominium Owners Association, Inc.

RESOLUTION FOR AMENDED 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 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 collection matters.

BE IT RESOLVED that No short-term rentals of less than 12 months are permitted according to the Bylaws, (i.e. Air B&B or VRBO). Owners are also required to provide a copy of the lease to management prior the start of the lease date. Any violation of these provisions will result in a ~~\$2,500~~ fine \$2,500 fine per day without warning.

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 revised & adopted this resolution on March 25, 2020 and enacted the rule on March 25, 2020.

Amendment Considered at Meeting held on March 25, 2020.

Jeffery T Niesen

Jeffery T Niesen (Jun 15, 2020 13:56 CDT)

Board President – Jeffrey Niesen

Elyse Weitzman

Elyse Weitzman (Jun 15, 2020 14:12 CDT)

Board Secretary – Elyse Weitzman