

**The McCormick on Farwell Condominium
Association, Inc.**

DISCLOSURE MATERIALS

SECTION D

ARTICLES OF INCORPORATION

SECTION IV

NON-STOCK ARTICLES OF INCORPORATION
OF
THE McCORMICK ON FARWELL CONDOMINIUM ASSOCIATION, INC.
Milwaukee, Wisconsin

Declarant

The McCormick on Farwell, LLC
By: Icon Development Corp. its Managing Member
10060 W. Loomis Road
Franklin, Wisconsin 53132

Prepared By

Michael M. Krill, Esq.
10060 W. Loomis Road
Franklin, Wisconsin 53132

**NONSTOCK ARTICLES OF INCORPORATION
OF
THE McCORMICK ON FARWELL CONDOMINIUM ASSOCIATION, INC.**

The undersigned, a natural person of the age of eighteen (18) years or more, acting as incorporator of the non-stock corporation hereby executes these Articles of Incorporation for the purpose of forming a Wisconsin Non-Stock corporation under Chapter 181 of the Wisconsin Statutes WITHOUT STOCK AND NOT FOR PROFIT.

ARTICLE I

Name

The name of the Corporation shall be **THE McCORMICK ON FARWELL CONDOMINIUM ASSOCIATION, INC.**

ARTICLE II

Period of Existence

The period of existence shall be perpetual.

ARTICLE III

Purpose

The purposes for which the Corporation is organized are as follows:

- (1) To serve as an association of unit owners who own real estate and improvements under the condominium form of ownership pursuant to the terms of the Declaration of Condominium creating the McCormick on Farwell Condominiums as recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin; and
- (2) To provide a means for the association of unit owners to administrate, manage, operate and control the condominium property in accordance with the terms of the Declaration of Condominium filed herein and pursuant to the Condominium Ownership Act under the laws of the State of Wisconsin; and
- (3) To engage in any lawful activity within the purposes for which corporations may be organized under the Wisconsin Corporation Law, Chapter 181 of the Wisconsin Statutes.

ARTICLE IV

Powers

The association of unit owners shall have and exercise all powers enumerated in the Wisconsin Condominium Ownership Act and the Wisconsin Non-Stock Corporation Law, and to

the extent not consistent with the Condominium Ownership Act, the Declaration of Condominium and/or the By-Laws.

ARTICLE V

Members

All owners of the Residential Units and Commercial Unit in the McCormick on Farwell Condominiums shall be entitled to and required to be members of the Association, and the membership shall be limited to such owners. The respective rights, obligations, and qualifications of the members shall be set forth in the By-Laws of the Association.

ARTICLE VI

Principal Office and Registered Agent

The principal office is located in Milwaukee County, Wisconsin, and the address of the principal office is 10060 W. Loomis Road, Franklin, Wisconsin 53132.

The initial registered agent is:

Michael M. Krill, Esq.

ARTICLE VII

Directors

The number of directors shall be fixed pursuant to the By-Laws, but shall be not less than three. The names and addresses of the initial Board of Directors are:

John W. Klement, 10060 W. Loomis Road, Franklin, Wisconsin 53132

Jeffrey P. Klement, 10060 W. Loomis Road, Franklin, Wisconsin 53132

Michael M. Krill, 10060 W. Loomis Road, Franklin, Wisconsin 53132

ARTICLE VIII

Officers

The principal officers of the Association shall be as set forth in the By-Laws and the officers shall be elected, appointed, and removed in the manner proscribed therein. The officers shall have the powers and duties assigned to them in the By-Laws.

ARTICLE XI

Incorporator

The name and address of the incorporator are:

Michael M. Krill, Esq.
10060 W. Loomis Road
Franklin, Wisconsin 53132

ARTICLE X
Stocks, Dividends, and Dissolution

The Association shall not have or issue shares of stock. No dividend shall ever be paid to the members of the Association, and no part of the income, assets or surplus of the Association shall be distributed to its members, directors, or officers, except upon dissolution of the Association. The Association may pay compensation and confer benefits for services rendered by its officers, members, directors, and employees in the manner proscribed in the By-Laws.

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

ARTICLE XI
Amendment to Articles Incorporation

These articles incorporation may be amended in the manner authorized by law at the time of the amendment.

Executed in triplicate this _____ day of September, 2004.

Michael M. Krill,
Incorporator

This document was drafted by and
return copy to:
Michael M. Krill, Esq.
N64 W24801 Main Street
Sussex, Wisconsin 53089

DOC # 11263846

RECORDED

07/11/2022 06:09 AM

ISRAEL RAMON

REGISTER OF DEEDS

Milwaukee County, WI

AMOUNT: 30.00

TRANSFER FEE:

FEE EXEMPT #:

***This document has been
electronically recorded and
returned to the submitter.***

FIRST AMENDED AND RESTATED
DECLARATION

THE McCORMICK ON FARWELL CONDOMINIUMS

Record this document with the Register
of Deeds

Name and Return Address:

Lydia J. Chartre, Esq.

Husch Blackwell LLP

511 North Broadway,

Suite 1100

Milwaukee, WI 5302

(See Exhibit B for Parcel
Numbers)

Parcel Identification Number _____

THIS INSTRUMENT DRAFTED BY:
LYDIA J. CHARTRE

HB: 4857-6432-5158.1

**FIRST AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF
THE McCORMICK ON FARWELL CONDOMINIUMS**

Milwaukee, Wisconsin

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**FIRST AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF
THE McCORMICK ON FARWELL CONDOMINIUMS**

The McCormick on Farwell Condominiums (the "Condominium") was created by a Condominium Declaration recorded on September 23, 2004 with the Milwaukee County Register of Deeds as Document No. 8870854 (the "Declaration").

1. STATEMENT OF DECLARATION.

WHEREAS, the Declaration contains portions which have become obsolete due to changes in the law, the turnover of control from Declarant to The McCormick on Farwell. Condominium Association, Inc. (the "Association"), and changes in common practice over the years;

WHEREAS, the Association desires to clarify and update the provisions of this Declaration through this Restatement, so that its covenants, as restated, will continue to run with the land and shall be binding on all subsequent owners and occupants of all or any part of the Condominium; and

WHEREAS, the real property (the "Property") subject to this Declaration is as described on Exhibit A appended hereto, and the addresses of the units that comprise the Condominium are as described on Exhibit B appended hereto;

NOW THEREFORE, the Association, pursuant to Chapter 703 of the Wisconsin Statutes, the Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the "Act"), hereby amends and restates its Declaration as follows

2. NAME AND ADDRESS.

The real estate and all buildings and improvements thereon are legally described as set forth in Exhibit A and are known as "THE McCORMICK ON FARWELL CONDOMINIUMS". The Condominiums are located at 1619 N. Farwell Avenue, Milwaukee, Wisconsin and are more fully described on the Condominium Plat recorded with the original Declaration.

3. LEGAL DESCRIPTION.

The following described real estate, also described in the Condominium Plat attached hereto, is hereby subjected to the provisions of this Declaration.

4. DEFINITION AND DESCRIPTION OF UNITS.

4.1 Number. The McCormick On Farwell Condominium consist of a single four story building ("Building") with 30 residential condominium units situated on the 1st Floor through the 3rd Floor, with four private lofts located on the roof of the Building which are made part of four of the units situated on the 3rd Floor all as shown on the Condominium Plat. The Street Level of the Building shall consist of approximately 4,611 square feet of commercial/office space with 21 parking stalls. There are an additional 1 1/2 floors of underground parking consisting of

46 single car parking stalls. All as shown on the Condominium Plat and by this reference made a part hereof.

4.1.1 *Definition Residential Condominium Unit.* The residential condominium units are situated on the 1st Floor through the 3rd Floor, including the roof which contains four (4) lofts which are made a part of the units situated on the 3rd Floor. Each residential condominium unit shall be described as more fully set forth on the Condominium Plat. The residential units are intended for residential use only, and are comprised of one or more cubicles of air at one or more levels of space, having outer boundaries formed by the perimeter walls (including the drywall), floors, ceilings, windows, window frames, doors, and door frames of the building, together with all fixtures and improvements therein contained, and including such parking stalls, patios and other appurtenant and related structures and equipment, with similar boundaries, as may be constructed and shown as related to the unit in the Condominium Plat ("Residential Units").

4.1.2 *Definition Underground Parking.* Each Residential Unit shall include one or more parking stalls, as it pertains, which are situated on the floors reserved for the underground parking as shown on the Condominium Plat. A parking stall shall be a space as defined below, used for the storage of one automobile, light truck, motorcycle, or similar vehicle, or such other storage use, as long as, such use does not unreasonably interfere with the use and enjoyment of the parking stalls or underground garage used by the other residents in the Building and provided that such use does not pose a danger or threat to the other residents. A parking stall shall be defined as that part of the parking surface of the garage as defined by the four vertical planes whose lower corners are the endpoints of the painted stripes on the parking surface and which extend to the ceiling thereof. The underground parking stalls shall remain the property of the Association, unless sold, through a conveyance to an owner of a Residential Condominium Unit and/or leased to the persons who are tenants in the commercial space of the Building. It is understood that the underground parking stalls shall be sold to owners of the Residential Units only, and any remaining underground parking stalls may be leased to the tenants of the commercial condominium unit. Under no circumstances shall the underground parking stalls be sold to persons who are not owners of the Residential Units, or leased to persons who are tenants of the commercial condominium unit. ("Underground Parking Stalls").

4.1.3 *Definition Commercial Condominium Unit.* The commercial condominium unit is situated on the Street Level of the Building and shall be described as more fully set forth on the Condominium Plat. The commercial condominium unit may be owned by, in whole or in part, as a single condominium unit or may be further subdivided by creating a Divided Condominium Unit as provided in Section 15.3 below. The commercial condominium unit or any divisions thereof, may be leased as one space or may be subdivided into more than one commercial space and may be occupied or leased for commercial, office, retail, or business use, as long as it is not leased to a smoke shop or other retail establishment that sells offensive products, and as long as it is not leased to a tenant whose business is open late night or overnight. The commercial condominium unit shall be comprised of one or more cubicles of air at one or more levels of space, having outer boundaries formed by the perimeter walls (including the drywall), floors, ceilings, windows, window frames, doors, and door frames of the building, together with all fixtures and improvements therein contained, including the 21 single car surface parking stalls located on the Street Level of the Building and other appurtenant and related structures and equipment, with

similar boundaries, as may be constructed and shown as related to the unit in the Condominium Plat ("Commercial Condominium Unit").

4.1.4 Definition Surface Parking. The surface parking, which consists of 21 outdoor surface parking stalls, situated on the Street Level of the Building, as shown on the Condominium Plat. A parking stall shall be defined as that part of the parking surface of the Street Level as defined by the four vertical planes whose lower corners are the endpoints of the painted stripes on the parking surface and which extend to the ceiling thereof. The surface parking stalls shall remain the property of the owners or owners of the Commercial Condominium Unit and can be used for parking for the commercial tenants and any other parking use thereof, in its sole discretion, determines, including the sale thereof to nonresidents. At the time of recording this Restated Declaration, only two (2) Surface Parking stalls are owned by nonresidents (Parking Stall numbers 15 and 21). Provided, however, that the parking stalls shall at all times be used for the storage of automobiles, light trucks, motorcycles, or similar vehicles and for no other purpose ("Surface Parking Stall").

4.2 Identification. The Residential Units are designated by the identifying numbers, as shown on the Condominium Plat. The Residential Unit designations and locations, including approximate dimensions and floor areas, floor plans, storage space and other pertinent information describing the Residential Units are shown on the Condominium Plat.

The Surface Parking Stalls and Underground Parking Stalls are designated by identifying numbers as shown on the Condominium Plat. The Parking Stall designations, locations and floor plans for the Surface Parking Stalls and Underground Parking Stalls, including approximate dimensions, floor areas, and other details describing the parking stalls shall be set forth on the Condominium Plat.

5. BUILDINGS AND RESTRICTIONS.

5.1 Building Restrictions. The Building; Residential Units; Commercial Condominium Unit and Surface Parking Stalls; and Underground Parking Stalls shall be constructed on the Property and in each instance shall comply with each of the following conditions and restrictions:

5.2 Improvements. Only one residential home shall be constructed within each Residential Unit location as shown in the Condominium Plat. Any parking stall, or other improvements, paved areas, accessory systems or equipment serving the Residential Unit or the Underground Parking Stalls shall be located as shown in the Condominium Plat.

5.3 Residential Use. All Residential Units shall be used for residential purposes only. The Commercial Condominium Unit shall be used as commercial space and can be further subdivided as provided herein. No Residential Unit shall be erected, altered or placed within THE McCORMICK ON FARWELL CONDOMINIUMS other than as shown on the Condominium Plat and construction plans approved by the City of Milwaukee, which consists of one Building, approximately 4 stories in height, containing 30 Residential Units, the Commercial Condominium Unit with Surface Parking Stalls on the Street Level of Building, and Underground Parking Stalls,

which reserved for the Residential Units and/or for lease by the Commercial Condominium Unit tenants.

5.4 Parking Stalls. All Residential Units shall include at least one Underground Parking Stall situated in the Underground Parking Level of the Building, as shown on the Condominium Plat. The Surface Parking Stalls shall be made part of the Commercial Condominium Unit and shall be used in any manner deemed necessary by the owner of the Commercial Condominium Unit, provide such use does not cause a nuisance to the owners of the Residential Units. Notwithstanding, the owners of the Residential Units shall have no right or privilege to use and enjoy, either temporarily or permanently, the Surface Parking Stalls, unless specifically authorized by the owner of the Commercial Condominium Unit. The owner of the Commercial Condominium Unit shall determine, in its sole discretion, any, and all rules and regulations concerning the use and enjoyment of the Surface Parking Stalls and the owner of the Residential Units shall have no rights thereto.

5.5 Storage. Some of the Residential Units, as it pertains, shall have a separate storage unit located on the floor of such Residential Unit and as more particularly shown on the Condominium Plat.

5.6 Building Exteriors. To maintain a uniform exterior appearance of the condominium, each unit shall maintain the exact same exterior paint, roof, and brick colors. All exterior replacement items, such as windows, siding, doors, garage doors, roofing, et al., shall be the exact name brand, product and color as originally installed. If the original product or color is no longer available, substitution of the product or color shall not be allowed without prior written consent of the Association.

5.7 Maintenance. To maintain a quality and pleasant appearance of THE McCORMICK ON FARWELL CONDOMINIUMS, the Association shall maintain the exterior of the Building in a condition that shall not detract from the condominium. All exterior paint, brick, siding, roofing, et al, shall be maintained, painted, replaced and kept in pristine condition. The Association shall perform such work on the Building and pay for such work through either the general fund; reserve account; and/or special assess the unit owners, as provided in the By-Laws. In the event the Association elects to pay for such work by special assessment pursuant to the provisions of the By-Laws of the Association and a unit owner does not pay the special assessment as described above within the time frame provided for in the written notice of special assessment, the Association may lien and assess the unit for that amount of money and encumber the non-conforming owner's title, until paid in full.

6. COMMON ELEMENTS AND FACILITIES.

6.1 Description. The common elements and facilities shall consist of all of the improvements and appurtenances of the McCORMICK ON FARWELL CONDOMINIUMS, except the individual units (including the Underground Parking Stalls and private storage space as provided herein) and fixtures therein, as defined hereunder, including without limitation, the land on which the Building is located; common drives, walkways; and other open areas as shown in the Condominium Plat; water system lines, utility services; public utility lines; master television cable or antenna and line, if any; the landscaping comprising or which may comprise the condominium

Property, bearing walls, floors and ceilings (except the interior surfaces thereof and the drywall which form the outer boundaries of each unit), roofs, foundations, entrances, and exits, pipes, ducts, electrical wiring, sewer laterals, common meeting rooms, outside walls, girders, beams and support and structural parts of the buildings.

Each owner of the Residential Units shall have an undivided ownership interest in the common elements of the McCormick on Farwell Condominiums. Said ownership interest is identified in this Declaration. The owner of the Commercial Condominium Unit shall also have an undivided ownership interest in the common elements of the McCormick on Farwell Condominiums (owners of the Residential Units and the Commercial Condominium Unit shall be referred to individually or sometimes collectively referred to as "unit owners").

6.2 Easements. Each unit owner shall have a valid exclusive easement to the space between the interior and exterior walls for the purpose of adding additional utility outlets, wall hangings, erection of non-bearing partition walls and the like, where space between the walls may be necessary for such uses, provided that the unit owner shall do nothing to impair the structural integrity of the building or the soundproofing of common walls between units, and provided further that the common elements and facilities restored to their former condition by the unit owner at his sole expense upon completion or termination of the use requiring the easement. Easements are hereby granted and declared for the benefit of the unit owners, and the Association of Unit Owners (hereinafter described) for the installation, maintenance and repair of common utility services in and on any part of the common elements or units.

6.3 Signage. No exterior signage of any kind or size shall be allowed in the common areas, attached to the buildings or displayed on the Building; except that the owner of the Commercial Condominium Unit shall be allowed to display exterior signage for its tenants pursuant to the ordinances of the City of Milwaukee, Wisconsin, and all unit owners shall be allowed to display political signs from their units consistent with Section 703.105 of the Act and the Rules and Regulations.

7. LIMITED COMMON ELEMENTS.

7.1 Description. A portion of the common elements and facilities are designated as "limited common elements," as shown in the Condominium Plat. Such limited common elements shall be reserved for the exclusive use of the Unit Owner to which the limited common elements are appurtenant, to the exclusion of all other Unit Owners in the condominium. Such limited common elements consist of the land, patios, stoops and porches appurtenant to such unit and as more fully shown on the Condominium Plat.

7.2 Use. The manner of use of the limited common elements shall be determined exclusively by the owner of such unit in which such limited common area is appurtenant to only, and no other Unit Owner or occupant shall landscape, obstruct or damage in any way the limited common element, or permit such activity or use to occur in any manner. Notwithstanding the above, such use of the limited common elements by the Unit Owner must be consistent with the rules and regulations established by the Association and any such use shall not unreasonably interfere with the use and enjoyment of the other Unit Owners. The landscaping and maintenance of the limited common elements shall be the responsibility of the Association and

shall be completed and maintained in a manner consistent with the common areas of the condominium.

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

Each Unit Owner shall own a fee simple interest in his or her condominium unit. Each Unit Owner shall also own an undivided interest in the common elements and facilities as a tenant in common with all other Unit Owners. Except as otherwise limited in this Declaration, Unit Owners and occupants shall have the right to use and occupy the common elements and facilities for all purposes incidental to the use and occupancy of their respective unit as a place of residence, and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with each unit.

The percentage of the undivided ownership interest in the common elements and facilities relating to each unit and its owner for all purposes, including ownership, voting, and proportionate payment of common expenses, shall be determined by the number of individual units, as set forth in the Condominium Plat, or 32 individual units (for purposes of this paragraph the Commercial Condominium Unit shall be counted as 2 Units. Accordingly, each Unit Owner shall have a 1/32 of undivided ownership interest in the common elements; except that the Commercial Condominium Owner shall have 2/32 of undivided. ownership interest in the common elements.

9. ASSOCIATION OF UNIT OWNERS.

9.1 Membership, Duties and Obligations. All unit owners shall be entitled and required to be a member of an association of unit owners to be known as the McCORMICK ON FARWELL CONDOMINIUMS, INC. (herein "Association"), which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the common elements and facilities and limited common elements. Such Association shall be incorporated as a non-stock corporation under the laws of the State of Wisconsin. Each Unit Owner and the occupants of the units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration, the By-Laws, and all rules and regulations of the Association.

9.2 Voting Rights. Each unit shall be entitled to one vote at meetings of the Association, except that owner of the Commercial Unit shall be entitled to two votes. Only one membership shall exist for each unit; if title to a unit is held by more than one person, the membership related to that unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which title to the unit is held. Voting rights may not be split, and shared membership interests must be voted pursuant to the designation contained in the Membership List maintained pursuant to the By-Laws.

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

9.3 Association Personnel. The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable, and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the condominium.

9.4 Common Services. The Association may contract for common services or utilities as may be required for each unit.

9.5 Association Records. The Association shall have current copies of this Declaration, the Articles of Incorporation and the By-Laws of the Association, the Condominium Plat, any rules or regulations affecting the McCORMICK ON FARWELL CONDOMINIUMS, and the Association's books, records and financial statements available for inspection during normal business hours by Unit Owners or by holders, insurers or guarantors of first mortgages secured by the condominium units in the McCORMICK ON FARWELL CONDOMINIUMS. Upon written request, the Association shall provide a written financial statement for the preceding fiscal year to any such holder, insurer or guarantor.

10. RESIDENTIAL PURPOSE.

The condominium units and the apartments therein contained are intended for and restricted exclusively to residential uses for the Residential Units and commercial uses for the Commercial Condominium Unit, as governed by the terms and conditions contained herein and the By-Laws of the Association.

11. REPAIRS AND MAINTENANCE.

11.1 Individual Units. Each unit owner shall be responsible for keeping the interior of his or her unit and all of its equipment, fixtures and appurtenances, including drywall, windows, window frames, doors, and door frames, in good order, pristine condition and repair and in a clean and sanitary condition, and shall be responsible for decorating, painting and maintenance, which may at any time be necessary to maintain the good appearance and condition of his or her unit, all as is more fully set forth in the By-Laws of the Association. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the unit in good repair, each Unit Owner shall be responsible for the lighting fixtures, refrigerators, air-conditioning equipment, furnaces or heating equipment, dishwashers, disposal, laundry equipment, such as washers and dryers, ranges or other equipment which may be in or connect with the unit. Each Unit Owner shall keep the limited common areas appurtenant to his or her unit, as defined herein and on the Condominium Plat in a good, clean, sanitary and attractive condition. Upon failure of the Unit Owner to do so, and provided the Association give such Unit Owner thirty (30) days written notice to make such repairs and/or maintenance, the Association, upon the expiration of the thirty (30) day period, may accomplish repairs and maintenance to the units, as determined to be necessary by the Association, and assess the respective unit owner for the expenses thereof.

11.2 Common Elements and Facilities. The Association shall be responsible for the management and control of the common elements and facilities and shall cause the same to be kept in a well-maintained, good, clean and attractive condition, order and repair. The Association shall be responsible for the maintenance, repair, and replacement of the limited common elements. Without in any way limiting the foregoing, this shall include all repair, maintenance and snow removal for driveways and walkways; and all grass cutting and mowing and landscape maintenance, all as is more fully set forth in the By-Laws. All expenses of maintenance of the common elements and facilities shall be a common expense of the Association. The Association shall have authority over all additions, improvements and alterations to common elements and

limited common elements. In the event any repair or maintenance of the common elements is necessitated by reason of the negligence or misuse of a unit owner or the tenant, guest or agent of a unit owner, such expense shall be charged and specifically assessed against the responsible Unit Owner.

11.3 Entry for Repairs. The Association may enter any unit at reasonable times and under reasonable condition when necessary in connection with any maintenance, construction or repair of public utilities or for any other matters for which the Association is responsible. Such entry shall be made with prior notice to the owner, except in the case of an emergency when injury or property damage will result from delayed entry, and with as little inconvenience to the owner as practical, and any damage caused thereby shall be repaired by the Association and treated as common expense except as allocable to an individual unit or units at the discretion of the Board of Directors.

11.4 Prohibition Against Structural Changes By Owner. A unit owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes, or improvements to his or her unit, or in or to the exterior of any building or common or limited common elements and facilities. A unit owner shall not perform, or allow to be performed, any act or work which would impair the structural soundness or integrity of the Building, or the safety of the Property, or impair any easements or hereditaments, without the prior written consent of the Association.

11.5 Unit Owner's Rights With Respect To Interiors. Each Unit Owner shall have the exclusive right to paint, repaint, tile, panel, paper, or otherwise refurnish and decorate the interior surfaces of the walls, ceilings, floors, and doors forming the boundaries of his or her unit and all walls, ceiling, floors, and doors within such boundaries, and to erect partition walls of non-structural nature, provided that such unit owner shall take no action which in any way will materially change any common walls.

12. DESTRUCTION AND RECONSTRUCTION.

12.1 Units. In the event of a partial or total damage or destruction of a unit, the repair and restoration of same shall be the responsibility of the Association utilizing insurance upon the unit maintained by the Association. The unit shall be repaired and rebuilt as soon as practicable, and substantially to the same design, plan and color specifications as originally built. On reconstruction, the design, plan and specifications of any building or unit may vary from that of the original upon approval of the Association, provided however, that the number of square-feet of any unit may not vary by more than two percent (2%) from the number of square feet for such unit as originally constructed.

12.2 Common Elements. In the event of a partial or total damage or destruction of any part of the common elements, such shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built, so as to be compatible with the remainder of the condominium. The proceeds of any insurance provided by the Association and collected for such damage or destruction shall be available to the Association for the purpose of repair or reconstruction, as provided in Section 13 hereof. However, in the case of damage or destruction, the repair or reconstruction of which would exceed available insurance

proceeds by the sum of \$100,000,000 in the aggregate, the Association may determine not to rebuild or repair by written consent of unit owners with not less than seventy five percent (75%) of the aggregate voting percentage in the Association (such written consent is not effective unless it is approved by the mortgagee of the unit, if any) within ninety (90) days of the date of the damage or destruction. In such event, the Property shall be subject to an action for partition and shall be partitioned pursuant to § 703.18 of the Wisconsin Statutes, providing for distribution of net proceeds of sale of the Property and net proceeds of insurance in proportion to the undivided percentage ownership interests in the common elements and in accordance with the priority of interests in each unit. If it is determined to repair and rebuild, all costs of repair or reconstruction in excess of available insurance proceeds shall be a common expense, and the Association shall have the right to levy assessments as a common expense against all Unit Owners to the extent that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

13. INSURANCE.

13.1 Property Damage Insurance.

For purposes of the insurance coverage “Property” shall be defined as including without limitation, the land on which the Building is located; common drives, walkways; open areas as shown in the Condominium Plat; water system lines, utility services; public utility lines; master television cable or antenna and line, if any; the landscaping comprising or which may comprise the condominium Property, bearing walls, floors, and ceilings, including interior surfaces thereof, including the drywall, which form the outer boundaries of each unit, all fixtures, counter-tops, cabinets, roofs, foundations, entrances, and exits, pipes, ducts, electrical wiring, sewer laterals, outside walls, girders, beams and support and structural parts of the building and all other elements of the building, including all Common Elements, Limited Common Elements, Units and Unit upgrades or betterments, together with all service machinery appurtenant thereto, as well as all personal property belonging to the association, except for the contents of the individual unit owners, which shall be the unit owners sole responsibility to insure.

The Board of Directors of the Association shall obtain and maintain insurance for the Building against loss or damage by fire, lightening, windstorm, hail, snow storm and such hazards normally included within risk of loss extended coverage, including vandalism and malicious mischief for not less than full replacement value of the Property insured. The of Board of Directors shall review, at least annually, the insurance coverage to insure it meets the requirements of full insurable value as stated herein above. The insurance shall also cover the replacement of interior walls, heating, and air-conditioning units, electrical wires and conduit, plumbing pipes, and heating and air-conditioning duct work in the interior and exterior walls. The insurance shall be obtained in the name of the Association. Premiums shall be a common expense. To the extent possible, the insurance shall provide that the insurer waives its right to subrogation as to any claim against unit owners, the Association, and their respective servants, agents, and guests, and that the insurance cannot be canceled, invalidated nor suspended on account of conduct of any one or more Unit Owners of the Association or their servants, agents, and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time.

Individual unit owners shall provide and maintain insurance as set forth in Section 13.4 below.

The Board of Directors of the Association shall provide and maintain broad form extended coverage insurance on the common elements as defined herein and any portion thereof in an amount not less than the full replacement value thereof from time to time. Such insurance shall be obtained in the name of the Association as trustee for each of the Unit Owners and their respective mortgagees in the percentages established in this Declaration, as their interests may appear. Premiums shall be a common expense.

In the event of partial or total destruction of common elements and the repair or reconstruction of same in accordance with Section 12 hereof, the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost thereof. If it is determined not to reconstruct or repair, then the insurance proceeds together with the net proceeds of sale shall be distributed to the Unit Owners and their mortgages, if any, as their respective interests may appear, in the manner provided by the Act.

13.2 Additional Insurance. In addition to the insurance required above, the Board shall obtain, to the extent available in the normal commercial marketplace, with the costs thereof to be borne as a Common Expense:

13.2.1 Worker's compensation insurance;

13.2.2 Liability insurance providing coverage in an amount not less than two million dollars (\$2,000,000) per occurrence for injury, including death, and property damage covering the Association, the Board of Directors, officers, and all agents and employees of the Association, and all Unit Owners and other persons entitled to occupy any Unit or other portion of the Property;

13.2.3 Directors and Officers Insurance covering the officers, directors, property managers and volunteers;

13.2.4 Fidelity insurance covering officers, directors, property managers, employees, and other persons who handle or are responsible for handling Association funds. Such insurance shall be in an amount at least equal to no less than three (3) months' operating expenses plus reserves on hand as of the beginning of the fiscal year and shall contain waivers of any defense based upon the exclusion of persons serving without compensation; and

13.2.5 In addition to the insurance required above, the Board of Directors may obtain such other insurance, including cyber or automobile insurance, as it deems necessary.

13.3 Insurance Deductible. In the event of any insured loss on the Association's master insurance policy, the Association's deductible shall be the responsibility of the person or entity (including the Association) who would be responsible for such damage under the Condominium Documents, in the absence of insurance. If the cause of loss originates within a Unit, the Unit Owner is responsible for the damage costs up to the Association's master insurance policy deductible. If the cause of the loss originates in more than one Unit or a Unit and the Common Elements, the responsibility for paying the Association's deductible shall be equitably

apportioned by the Board in its sole discretion among the Unit(s) and/or Common Elements where the loss originated.

13.4 Unit Owner Insurance. The Unit Owners shall be responsible for and shall obtain insurance coverage for:

13.4.1 The personal property within the Unit;

13.4.2 Coverage A with special perils coverage added, which changes the perils covered from “named perils” to “all risks unless excluded”, which insurance should also cover Building/Additions and Alterations/Improvements and Betterments in an amount of at least the Association’s master policy deductible(s);

13.4.3 Loss assessment coverage, at a minimum limit of the maximum amount that the insurer will cover of the Association’s master policy deductible(s);

13.4.4 Special perils contents coverage; and

13.4.5 Sewer backup and sump pump failure coverage.

14. LIABILITY FOR COMMON EXPENSES.

14.1 General Conditions. The costs of administration of the Association, common element insurance, repair maintenance and other expenses of the common elements and facilities pursuant to Section 11.2 herein, including common services provided to the unit owners such as common lighting, grass cutting for common elements, snow removal, repair and maintenance of drives, and common utilities and water service, shall be paid for by the Association. The Association shall make assessments against the unit owners and the units for such common expenses in accordance with the percentage of the undivided interest in the common and limited common elements and facilities relating to each unit, in the manner provided in the By-Laws of the Association. No Unit Owner may exempt himself or his unit ownership from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common elements and facilities or services or by abandonment of his unit; and no conveyance shall relieve the unit owner/grantor or his unit of such liability, and he shall be jointly, severally and personally liable along with his grantee in any such conveyance for the common expenses incurred up to the date of sale, until all expenses charged to his unit have been paid.

All assessments, when due, together with late fees, interest, and any costs of collection, including actual attorneys’ fees incurred by the Association shall immediately become a personal debt of the Unit Owner and also a lien, until paid, against the unit to which charged, as provided in the Act. Assessments shall be made against the Unit Owners and the units at the beginning of each fiscal year of the Association to meet estimated common expenses of the Association for the ensuing year; however, if prorated and paid in installments, the assessments shall not be considered due until the respective installment payment dates. In the event of delinquency in payment, the Association may assess penalties, late fees, interest and collection costs, and may accelerate annual assessments remaining unpaid with respect to such delinquent unit for purposes of collection or foreclosure action by the Association.

15. PARTITION, SUBDIVISION; CONVERSION TO CONDOMINIUM.

15.1 Partition. There shall be no partition of the common elements and facilities and limited common elements through judicial proceedings or otherwise, except as otherwise provided in this Declaration, until this Declaration is terminated and the Property is withdrawn from its terms or from the terms of the applicable statutes regarding unit ownership or condominium ownership; provided, however, that if any unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of said single unit as between such co-owners.

15.2 Subdivision; Condominium Conversion. No Residential Unit may be subdivided or separated.

15.3 Subdivision Commercial Unit. The owner of the Commercial Condominium Unit may create a separate condominium unit (a "Divided Unit Condominium") within the Commercial Condominium Unit after obtaining the consent from the Association, which consent shall not be unreasonably withheld, by subjecting the Commercial Condominium Unit to another declaration of condominium (a "Divided Unit Declaration of Condominium") and thereby subdividing the Commercial Condominium Unit into two or more individual units (the "Subunits"). Each of such Subunits shall thereby become a separate unit within the Divided Condominium, which may include a subdivision of the limited common elements appurtenant to the Commercial Unit, which may be applicable to such Subunit, as it pertains. Each Subunit must contain a separate ingress and egress from Farwell Avenue and there shall be no public ingress and egress from the common areas of the Building, other than for emergency purposes only, as required by local building codes.

Under the Divided Unit Declaration of Condominium, each Subunit shall be responsible to the extent of its pro-rata share of common area expenses and limited common area expenses, as such expenses pertain to the responsibility of the Commercial Condominium Unit to pay for such expenses to the Association, as provided herein. To illustrate, if the Commercial Condominium Unit was further divided into two Subunits, each Subunit would be responsible for 50% of the common area expenses and limited common area expenses which are the responsibility of the Commercial Condominium Unit under the terms hereof.

The Owners of the Residential Condominium Units shall join in the Divided Unit Declaration of Condominium of the Commercial Unit to the extent required to create a Divided Unit Condominium and to accomplish the purposes of this Section, and shall execute all documents necessary to achieve the division created under the terms of this Section. The Owners of the Residential Condominium Units shall agree and the Divided Unit Declaration of Condominium shall provide, that any and all liens on any Subunit arising by virtue of Section 703.165 of the Act or by this Declaration shall be subordinate to the Subunit; provided, however, that all Common Area Expenses and Limited Common Area Expenses allocated to the Commercial Condominium Unit under this Declaration shall be allocated to the Subunit by the Divided Unit Condominium Declaration and in the event that any Common Area Expenses, Limited Common Area Expenses, or other assessments assessed against the Commercial Unit by the Association are not paid when due, the Association shall have a lien on each Subunit, but only to the extent that owner of such Subunit has failed to pay, when due, any of such expenses, which have been assessed against the

Subunit by the Association under the terms hereof, or by the Divided Unit Condominium Declaration. The Divided Unit Condominium Declaration shall further provide that each Subunit shall have vote for purposes of voting to matters pertaining to the Commercial Condominium Unit, provided that the Commercial Condominium Unit shall at all times have the Commercial Condominium Unit shall have only two votes in the Association. All mortgages on the Commercial Condominium Unit are subject to and subordinate to the rights of the owner of the Commercial Condominium Unit to create a Divided Unit Condominium and to any Divided Unit Condominium and to any Divided Unit Declaration of Condominium (and all amendments thereto) and the Subunit created thereby. This Declaration, amendments thereto, the By-Laws, Articles of Incorporation of the Association, and rules and regulations which are applicable to the Commercial Condominium Unit shall be made a part of and shall not be modified by the Divided Unit Condominium Declaration,

16. CONVEYANCE TO INCLUDE INTERESTS IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.

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

17. EASEMENTS, RESERVATIONS AND ENCROACHMENTS.

17.1 Utilities. Easements are hereby declared and granted for the benefit of the Unit Owners and the Association for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, master television cable or antenna system wires and equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along and on any part of the common elements and facilities, including the limited common elements, to service the condominium Property.

17.2 Encroachments. In the event that by reason of the construction, reconstruction, settlement, or shifting of the Building, or the design or construction of any unit, any part of the common elements and facilities, or limited common elements, encroaches, or shall hereafter encroach upon any part of any unit, or any part of any unit encroaches or shall hereafter encroach upon any part of the common elements and facilities, or limited common elements, or any portion of any unit encroaches upon any part of any other unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such unit so long as all or any part of the Building containing such unit shall remain standing, and unit and common element boundaries shall be as provided in the Act. Provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit or in favor of the owner or owners of common elements or facilities, if such encroachment occurred due to the willful and knowing conduct of said owner or owners.

17.3 Rights of Ingress and Egress. Each Unit Owner shall have an unrestricted right of ingress and egress to and from his or her unit and common areas, that shall be perpetual and pass with the unit upon transfers of ownership.

17.4 Binding Effect. All easements and rights described in this Section 17 are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on the Association, all unit owners, purchasers and mortgagees and their heirs, personal representatives, successors and assigns. The Association shall have the authority to execute and record all documents necessary to carry out the intent of this Section 17.

18. CLAIMS AND REMEDIES; FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER.

18.1 Owner Claims: Mediation and Arbitration Requirements. In the event that a Unit Owner or resident has a claim to assert against the Association, that claim must be (a) mediated with both sides paying half the cost of the mediator; or (b) arbitrated with both sides paying half the cost of the arbitration; and (c) brought within one year of the date that the Unit Owner or resident knew or should have known of the underlying facts giving rise to the claim.

18.2 Attorney's Fees. The prevailing party in any claim brought by or against the Association or a Board member by a Unit Owner or resident shall be entitled to recover their attorney's fees and costs. In addition, for any claim that is mediated or arbitrated as set forth in Section 1 above, the Association is entitled to recover its pre-mediation and/or pre-arbitration attorney's fees and costs if it is ultimately the prevailing party.

18.3 Damages. The Association may assess a Unit Owner the actual damages the Association incurs from the Unit Owner's (its residents, occupants, or guests) failure to abide by the Condominium Declaration, Bylaws, or Rules and Regulations (the "Condominium Documents"). Where appropriate, the Association may also fine for violations of the Condominium Documents as set forth in the Rules and Regulations. The Association may also assess to the Unit Owner interest and late fees on unpaid fines and assessments, as well as attorney's fees and costs incident to the Unit Owner's failure to abide by the condominium documents.

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

19. AMENDMENTS TO DECLARATION.

Except as otherwise provided by the Act with respect to termination of the condominium form of ownership and except as provided in Section 5 herein, this Declaration may be amended with the written consent of unit owners with at least 67% of the aggregate voting percentage in the Association. Copies of amendments shall be certified by the President and Secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Milwaukee County, and a copy of the amendment shall also be mailed or personally or electronically delivered to each unit owner at the address on file with the Association. Notwithstanding the above, a written consent of the owner of the Commercial Condominium Unit and/or the owners of the Subunits, if applicable, is required for any amendment of this Declaration which has a material impact on the rights and interests of the Commercial Condominium Unit and appurtenant common and limited common areas, including the Surface Parking Stalls and access thereto. "Material impact" shall not involve the annual budget increases which occur in the normal course of operation of the Association, as long as, such increases do not change the percentage of responsibility assessed against the Commercial Condominium Unit as provided for in this Declaration.

20. NOTICES.

All notices and other documents required to be given by this Declaration or the By-Laws of the Association shall be sufficient if given to one (1) registered owner of a unit regardless of the number of owners who have an interest therein. All owners shall provide the Secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his duty with respect to the giving or notice by mailing it or having it delivered personally or electronically to such address as is on file with him.

21. RESIDENT AGENT.

The Resident Agent for the Condominium shall be the registered agent for the Association as stated on file with the Wisconsin Department of Financial Institutions. At the time of recording this Restated Declaration, the Association's registered agent is Hunt Management Incorporated, 10520 N. Baehr Road, Ste. Q, Mequon, WI 53092.

22. MORTGAGEE RIGHTS.

22.1 The holder, insurer or guarantor of any first mortgage or land contract upon a unit in the McCORMICK ON FARWELL CONDOMINIUMS ("Mortgagee"), upon the submission of a request to the Association in writing, delivered to the Resident Agent, shall be entitled to receive notice from the Association of the following matters:

22.1.2 Written notice as to any default or delinquency in the performance by the individual Unit Owner who is in the Mortgagee's mortgagor as to any obligation under condominium documents, which default or delinquency is not cured within thirty (30) days after written notice of said default or delinquency by the Association to said mortgagor,

22.1.3 Written notice of the call of any meeting of the membership or Board of Directors of the Association to be held for the purpose of considering any proposed

amendment to the Declaration, the Articles of Incorporation or the Association, or the By-Laws of the Association in any material request. A change to any of the following is considered material hereunder.

- (a) voting rights;
- (b) assessments, assessment liens, or the priority of assessment
liens;
- (c) reserves for maintenance and repairs;
- (d) responsibility for maintenance and repairs;
- (e) reallocation of interests in the common or limited common
elements;
- (f) redefinition of any unit boundaries;
- (g) insurance or fidelity bond;
- (h) leasing of units;
- (i) imposition of any restriction on a Unit Owner's right to sell
or transfer his or her unit;
- (j) a decision by the Association to establish self-management;
- (k) restoration or repair of McCormick on Farwell
Condominiums hazard damage or partial condemnation in a manner other than that specified in
the Declaration;
- (l) any action to terminate the legal status of the McCormick on
Farwell Condominiums substantial destruction or condemnation occurs; or
- (m) any provisions contained in the Declaration that expressly
benefit mortgage holders, insurers or guarantors.

22.1.4 Written notice of any damage or destruction to the common elements of the condominium, which is in an aggregate amount exceeding \$50,000.00, at such time as such damage or destruction is known to the Board of Directors.

22.1.5 Written notice of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

22.1.6 Written notice of any proposed action that requires the consent of a specified percentage of mortgagees.

22.2 Except as provided by the Act in the case of damage to or destruction of all or any part of the Property, or changing percentages of ownership, the Association shall not, unless

the Mortgagees of at least seventy five percent (75%) of the units (including therein any units which are not mortgaged) have given their prior written consent.

22.1.7 Change the undivided percentage interest in the common elements of the condominium appurtenant to any unit, or the manner of making assessments for common expenses based upon such percentage.

22.1.8 Partition or subdivide any unit or common elements of the condominium except that with respect to conversion of units to condominium form of ownership pursuant to Section 15 herein, approval of the Mortgagees of all affected units need only be obtained.

22.1.9 By act or omission seek to abandon or terminate the condominium or encumber or convey any part of the common elements of the condominium.

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

23. NUMBER AND GENDER.

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

24. CAPTIONS.

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

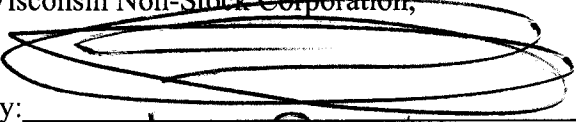
25. SEVERABILITY.

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portion of said provision or of any other provision thereof.

This First Amended and Restated Declaration complies with the requirements of the Declaration and the applicable law, Wis. Stat. §703.09(2), in that it has been approved by the written consent of Unit owners with not less than sixty-seven percent (67%) of the Unit Owners in the Association, and such consents have been approved by the mortgagees or holders of equivalent security interest in the Units to the extent required by the Act.

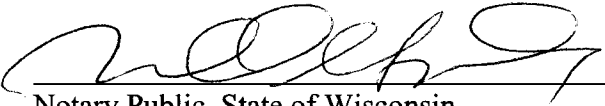
IN WITNESS WHEREOF, the Association has executed this First Amended and Restated Declaration of Condominium for The McCormick on Farwell Condominiums this 7th day of July, 2022

THE MCCORMICK ON FARWELL
CONDOMINIUM ASSOCIATION, INC., a
Wisconsin Non-Stock Corporation,

By: , President
Glenn Cummins

STATE OF WISCONSIN)
) ss.
COUNTY OF)

This document was acknowledged before me by Glenn Cummins, as President of The McCormick on Farwell Condominium Association, Inc. on this 7th day of July, 2022.


Notary Public, State of Wisconsin
Name: Michael S. Sperling

My Commission Expires: is permanent

ATTEST:

THE MCCORMICK ON FARWELL
CONDOMINIUM ASSOCIATION, INC., a
Wisconsin Non-Stock Corporation,

By: Emily Fox
Emily Fox, Secretary

STATE OF WISCONSIN)
) ss.
COUNTY OF)

This document was acknowledged before me by Emily Fox, as
Secretary of The McCormick on Farwell Condominium Association, Inc. on this 7th day of
July, 2022

Michael S. Spurling
Notary Public, State of Wisconsin
Name: Michael S. Spurling

My Commission Expires: is permanent

EXHIBIT A
LEGAL DESCRIPTION

Units 101, 102, 102, 104, 105, 106, 107, 108, 109, 110, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, Commercial Unit 100 and the Commercial Surface Parking Spaces 15 and 21 in the McCormick on Farwell Condominium(s) created by a "Declaration of Condominium" recorded on September 23, 2004, in the Office of the Register of Deeds for Milwaukee County, Wisconsin, as Document No. 8870854, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the City of Milwaukee, County of Milwaukee, Wisconsin.

EXHIBIT B
UNITS AND TAX PARCEL ID NUMBERS

<u>Tax Key</u>	<u>Street Address</u>
3591571000	1619 N. Farwell Avenue, Unit 101
3591572000	1619 N. Farwell Avenue, Unit 102
3591573000	1619 N. Farwell Avenue, Unit 103
3591574000	1619 N. Farwell Avenue, Unit 104
3591575000	1619 N. Farwell Avenue, Unit 105
3591576000	1619 N. Farwell Avenue, Unit 106
3591577000	1619 N. Farwell Avenue, Unit 107
3591578000	1619 N. Farwell Avenue, Unit 108
3591579000	1619 N. Farwell Avenue, Unit 109
3591580000	1619 N. Farwell Avenue, Unit 110
3591581000	1619 N. Farwell Avenue, Unit 201
3591582000	1619 N. Farwell Avenue, Unit 202
3591583000	1619 N. Farwell Avenue, Unit 203
3591584000	1619 N. Farwell Avenue, Unit 204
3591585000	1619 N. Farwell Avenue, Unit 205
3591586000	1619 N. Farwell Avenue, Unit 206
3591587000	1619 N. Farwell Avenue, Unit 207
3591588000	1619 N. Farwell Avenue, Unit 208
3591589000	1619 N. Farwell Avenue, Unit 209
3591590000	1619 N. Farwell Avenue, Unit 210
3591591000	1619 N. Farwell Avenue, Unit 301

3591592000	1619 N. Farwell Avenue, Unit 302
3591593000	1619 N. Farwell Avenue, Unit 303
3591594000	1619 N. Farwell Avenue, Unit 304
3591595000	1619 N. Farwell Avenue, Unit 305
3591596000	1619 N. Farwell Avenue, Unit 306
3591597000	1619 N. Farwell Avenue, Unit 307
3591598000	1619 N. Farwell Avenue, Unit 308
3591599000	1619 N. Farwell Avenue, Unit 309
3591600000	1619 N. Farwell Avenue, Unit 310
3591601100	1619 N. Farwell Avenue, Unit 100
3591601110	1619 N. Farwell Avenue, Commercial Surface Parking Spaces 15 and 21

**AMENDED AND RESTATED BY-LAWS
OF
THE McCORMICK ON FARWELL CONDOMINIUMS, INC.
Milwaukee, Wisconsin**

AMENDED AND RESTATED BY-LAWS

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**AMENDED AND RESTATED BY-LAWS OF
THE McCORMICK ON FARWELL CONDOMINIUMS, INC.**

ARTICLE I

Name and Purpose

Pursuant to the Articles of Incorporation of the **McCORMICK ON FARWELL CONDOMINIUM ASSOCIATION, INC.** and the Declaration for the **McCORMICK ON FARWELL CONDOMINIUM** recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, as amended (hereinafter the "Declaration"), the following are adopted as the By-Laws of **McCORMICK ON FARWELL CONDOMINIUM ASSOCIATION, INC.** (Hereinafter sometimes referred to as the "Association"), which is a non-stock corporation formed and organized to serve as an association of unit owners who own real estate and improvements (hereinafter the "Property") under the condominium form of ownership, as provided in the Condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Declaration.

These By-Laws shall be deemed covenants running with the land and shall be binding on the unit owners, their heirs, administrators, personal representatives, successors and assigns.

ARTICLE II

Members, Voting and Meetings

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

(a) **Defined.** Members of the Association shall be all unit owners as the term "unit" is defined in Section 5 of the Declaration. Every unit owner upon acquiring title to a unit under the terms of the Declaration shall automatically become a member of the Association and shall remain a member until such time as his ownership of such unit ceases for any reason, at which time his membership in the Association shall automatically cease.

(b) **One Membership and Vote Per Unit.** One membership and one vote shall exist for each unit. If title to a unit is held by more than one person, the membership related to that unit shall be shared by such unit owners in the same proportionate interests and by the same type of tenancy in which the title to the unit is held. Voting rights may not be split, and shared membership interests with regard to a single unit must be voted by one person pursuant to the designation of that person contained in the Membership List. If a unit is sold under a land contract, the land contract vendee shall be entitled to cast the vote appurtenant to the unit. Notwithstanding the provisions of this section, if the Association has filed a statement of condominium lien at the time of an Association meeting, the owners of such unit shall not be entitled to vote at such meeting.

(c) **Membership List.** The Association shall maintain a current Membership List showing the membership pertaining to each unit, the address (both a physical mailing address and an electronic/email address) to which notice of meetings of the Association shall be sent, the

mortgagee of the unit, if any, and the person designated to cast the vote pertaining to such unit. Only the person so designated shall be entitled to cast a vote in person or by proxy. A designation may be limited in time or may be changed by notice in writing to the Secretary of the Association signed by a majority of the persons having an ownership interest in the unit.

(d) Transfer of Membership. Each membership shall be appurtenant to the unit upon which it is based and shall be transferred automatically upon conveyance of that unit. Upon transfer of a unit, the Association shall, as soon as possible thereafter, be given written notice of such transfer, including the name and address of the new owner, identification of unit, date of transfer, name of the person designated to vote, the mortgagee of the unit, if any, and any other information about the transfer which the Association may deem pertinent, and the Association shall make appropriate changes to the Membership List effective as of the date of transfer. The Association may provide Membership Certificates to its members,

2.2 QUORUM AND PROXIES FOR MEMBERS' MEETINGS. A quorum for members meetings shall consist of Thirty-Three percent (33%) of the votes in the Association. Votes may be cast in person, electronically (remotely, via electronic means) or by proxy in accordance with designations in the Membership List. Proxies shall be valid only for the particular meeting(s) or time period designated therein, up to a maximum of 180 days, unless sooner revoked, and must be filed with the Secretary before the appointed time of the meeting. Proxies may be filed with the Secretary via email. If any meeting of members cannot be organized because a quorum is not present, a majority of the members who are present, either in person, electronically, or by proxy, may adjourn the meeting from time to time until a quorum is present, without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed.

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

2.4 TIME, PLACE, NOTICE AND CALLING OF MEMBERS' MEETINGS. Written notice of all meetings stating the time and the place (whether physical or virtual) and the purposes for which the meeting is called shall be given by the President or Secretary, unless waived in writing by all unit owners, to each member at his address as it appears on the books of the Association and shall be mailed or personally or electronically delivered not less than ten (10) days nor more than ninety (90) days prior to the date of the meeting. Meetings shall be held at such time and place (physical or virtual) as may be designated by the Board of Directors.

2.5 ANNUAL AND SPECIAL MEETINGS. The annual meeting shall be held during the month of November or such other date set by the Board of Directors for the purpose of electing directors and of transacting any other business authorized to be transacted by the Members. Special meetings of the members shall be held whenever called by the President or any two members of the Board of Directors and must be called by such officers upon receipt of a written request signed by members with no less than 75% of the votes in the Association.

2.6 ACTION WITHOUT A MEETING BY WRITTEN BALLOT. Any action required or permitted by any provision of the Wisconsin Nonstock Corporation Law, the Declaration, the

Articles of Incorporation, or these By-laws to be taken by the vote of the unit owners may be taken without a meeting if the Association delivers a written ballot to every unit owner entitled to vote on the matter. The written ballot may be delivered to the unit owner by any of the methods set forth in Article II, Section 2.4 above. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than election of directors, and the time by which the ballot must be received by the Secretary of the Association in order to be counted. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Ballots may be delivered to the Secretary via email. Once received by the Secretary of the Association, a written ballot may not be revoked.

ARTICLE III

Board of Directors

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

3.2 NUMBER AND QUALIFICATIONS OF DIRECTORS. After control of the Association passes to the unit owners pursuant to terms of the Declaration, the Board of Directors shall consist of three (3) persons, to be classified with respect to the terms for which they severally hold office as set forth in Paragraph 3.4 below. Each member of the Board of Directors shall be a member of the Association or, in the event that such member of the Association is not a natural person, the appointee of such member of the Association. If a Unit or Units is/are owned by spouses or domestic partners, the spouses or domestic partners are prohibited from serving as directors at the same time, regardless of the number of Units owned. If a Unit Owner has a delinquent assessment account with the Association, that Unit Owner cannot be elected as a director. If at any time a director becomes delinquent on paying assessments, the director is required to resign from his board position (and any officer position held) unless he brings his account current within ten (10) days' notice from the Board. If a director shall cease to meet such qualifications during his term, he shall thereupon cease to be a director and his place on the Board shall be deemed vacant.

3.3 ELECTION AND TERM OF DIRECTORS. The directors shall be elected to hold office for a term of two (2) years or until their successors are duly elected and qualified or until any of said directors shall have been removed in the manner hereinafter provided, and the directors' terms shall be staggered so that the term of at least one director shall expire in each year.

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

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

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

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

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

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

3.10 QUORUM OF DIRECTORS/ADJOURNMENTS. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the majority of the directors present at a meeting at which quorum is present shall be the act of the Board of Directors. Presence at a Board meeting may be in person, or by video/digital or telephone conference. If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time without further notice. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called at be transacted.

3.11 FIDELITY INSURANCE. The Board of Directors shall obtain fidelity insurance that covers officers and/or employees of the Association handling or responsible for Association funds. The premiums on any such insurance shall be paid for by the Association.

ARTICLE IV

Officers

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

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

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

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

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

4.6 LIABILITY OF DIRECTORS AND OFFICERS. No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or admitted to be taken by him as a director or officer of the Association, if such person (a) exercised and used the

same degree of care and skill as a prudent person would have exercised or used under the circumstances in the conduct of his or her own affairs, or (b) took or omitted to take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which he had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he may be entitled a matter of law. The Board of Directors may provide directors' and officers' liability insurance in such amounts and with such coverage as may be determined by the Board of Directors to be necessary or advisable from time to time.

4.7 INDEMNIFICATION OF OFFICERS AND DIRECTORS. The corporation shall, to the fullest extent permitted or required by Sections 181.041 to 181.053, inclusive, of the Wisconsin Nonstock Corporation Law ("Statute"), including any amendments thereto (but in the case of any such amendment, only to the extent such amendment permits or requires the corporation to provide broader indemnification rights than prior to such amendment), indemnify its Directors and Officers against any and all Liabilities, and advance any and all reasonable Expenses, incurred thereby in any Proceeding to which any Director or Officer is a party because such Director or Officer is a Director of the corporation. The corporation may indemnify its employees and authorized agents, acting within the scope of their duties as such, to the same extent as Directors or Officers hereunder. The rights to indemnification granted hereunder shall not be deemed exclusive of any other rights to indemnification against Liabilities or the advancement of Expenses which such Director or Officer may be entitled under any written agreement, board resolution, vote of the Members, the Statute or otherwise. All capitalized terms used in the Section 11.4 and not otherwise defined herein shall have the meaning set forth in Section 181.041 of the Statute.

The Corporation may, but shall not be required to, supplement the foregoing right to indemnification against Liabilities and advancement of Expenses under the foregoing paragraph by (a) the purchase of insurance on behalf of any one or more of such Directors or Officers whether or not the corporation would be obligated to indemnify or advance Expenses to such Director or Officer under the foregoing paragraph, and (b) entering into individual or group indemnification agreements with any one or more of such Directors or Officers.

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

ARTICLE V

Declarant Control *DELETED, NO LONGER RELEVANT*

ARTICLE VI

Operation of the Property

6.1 THE ASSOCIATION. The Association, acting through the Board of Directors, shall be responsible for the administration, maintenance, management and operation of the condominium property, in accordance with the Condominium Ownership Act, the Declaration, the

Articles of Incorporation, and these By-Laws. The Association, by resolution of the Board of Directors, shall have full power and authority to borrow money and acquire and convey property on behalf of the Association, provided that any single Association loan, acquisition, conveyance, or mortgage involving the sum of \$1000.00 or more, shall first be approved by the membership at an annual or special meeting called for such purpose. The Association shall contract for management services or a managing agent with respect to the administration and operation of the condominium.

6.2 RULES AND REGULATIONS. The Association, through 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. Such rules and regulations of the Associations shall not be inconsistent with the terms of the Declaration or the contracts, documents, and easements referred to in the Declaration, and shall be designated to prevent unreasonable interference with the use of the respective units and the common elements and facilities by persons entitled thereto. The Association members, their lessees or guests, and any occupants of the units, shall conform to and abide by all such rules and regulations. The Association through its Board of Directors shall designate such means of enforcement thereof as it deems necessary and appropriate. The rules and regulations may be adopted, altered, and amended or repealed by either the members of the Association or the Board of Directors, in each case by an affirmative vote of 67% or more of the votes present or represented at a meeting at which a quorum is in attendance, provided such action has been included in the notice of meeting, and provided that no rule or regulation adopted by the members shall be amended or repealed by the Board of Directors if the rule or regulation so adopted so provides.

6.3 COMMON EXPENSES. The Board of Directors shall determine the common expenses of the Association, and shall prepare an annual operating budget for the Association in order to determine the amount of the assessments payable by each unit to meet the estimated common expenses of the Association for the ensuing year. The amounts required by such budget shall be assessed against the units and allocated among the members of the Association according to their respective percentages of ownership in the common elements and facilities of the Condominium as set forth in the Declaration. The assessments shall be made on an annual basis and shall be prorated and due and payable in installments. If not paid on or before the due date, the assessment shall bear late fees and interest at the rate set forth in the Rules and Regulations, until paid in full. If delinquent for more than thirty (30) days, the Association may accelerate the annual assessment remaining unpaid with respect to such delinquent unit for purposes of collection or foreclosure action by the Association. In the event the annual budget and assessments are not determined prior to the beginning of a fiscal year of the Association, the assessment for the prior year shall remain in effect until revised by the Board of Directors.

6.4 OPERATING BUDGET. The annual operating budget shall provide for two funds, one of which shall be designated the "operating fund" and the other the "reserve fund." The operating fund shall be used for all common expenses which occur annually or more frequently, including, but not limited to, such as amounts as required for the cost of services, snow and lawn maintenance, insurance on the common elements, administration, materials and supplies. The reserve fund shall be used for contingencies and periodic expenses such as driveway repair, paving, repair and renovation of the Building common elements. In the event the Association incurs extraordinary expenditures, not originally included in the annual budget, then such sums as may

be required in addition to the operating fund may be charged against the reserve fund up to a maximum of 10% of the reserve fund. In the event that such funds prove inadequate to meet the necessary common expenses, or at the discretion of the Board of Directors, the directors may levy further assessment(s) against the unit owners. More than 10% of the reserve fund shall not be implemented until 67% of the Unit Owners approve that such reserve fund spending is necessary.

The reserve fund may also be used to discharge mechanic's liens or other encumbrances levied against the entire property, or against each unit, if resulting from action by the Association. The Unit Owner or persons responsible for any lien which is paid by the Association but not the obligation of the Association shall be specially assessed for the full amount thereof. The directors may also use the reserve fund for the maintenance and repair of any unit if such maintenance and repair, although the obligation of the unit owner, is necessary to protect the common property. The full amount of the cost of any such maintenance or repair shall be specially assessed to the Unit Owner responsible, therefore. Any charges against the reserve fund in accordance with the foregoing paragraphs which are not otherwise repaid to the fund shall be replenished by additional assessments against the unit owners in subsequent years.

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

If within fifteen (15) days after the annual membership meeting a petition is presented to the Board of Directors protesting such assessments or the budget upon which they are based, and the petition is signed by members representing more than sixty seven percent (67%) of the Association votes, then the directors shall notify all members of a meeting called for the sole purpose of reviewing such assessments or budget. At such meeting, the vote of more than sixty seven percent (67%) of the Association votes may revise the budget and assessments, and such revised budget and corresponding assessments shall replace for all purposes the ones previously established; provided, however, that the annual budget and assessments may not be revised downward to a point lower than the average total budget for the preceding two years and provided further, that if a budget and assessments have not been established and made for any two preceding years, then the budget and assessments may not be revised downward until two years of experience exist.

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

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

- (b) When the transfer is solely between spouses and/or domestic partners;
- (c) When the transfer is solely between a parent and his, her or their child; and
- (d) When the transfer is to or from the Association.

6.6 COMMENCEMENT OF PAYMENT. Each unit in the condominium shall begin paying monthly payments of common expenses to the Association as of the date of the first transfer of title to such unit. Such monthly payments of common expenses shall be in accordance with the proposed annual budget for the Association.

6.7 DEFAULT AND LIENS. All assessments, until paid, together with late fees and interest at the rate set forth in the Rules and Regulations, and actual costs of collections including actual attorneys' fees, constitute a lien on the units on which they are assessed and on the undivided interest in the common elements appurtenant thereto. If a member of the Association is in default in payment of any charges or assessments for a period of more than thirty (30) days, the Board of Directors, in the name of the Association, may file liens therefore and bring suit for and on behalf of the Association, as representative of all members, to enforce collection of such delinquencies or to foreclose the lien therefore, as provided by law, and there shall be signed and verified on behalf of the Association by any officer of the Association. The owners of a unit against which a lien has been filed shall not be entitled to vote at Association meetings until the lien has been paid in full.

ARTICLE VII

Repair and Maintenance

7.1 INDIVIDUAL UNITS. Each unit owner, at his sole expense, shall be responsible for keeping the interior of his unit and all of its equipment, fixtures and appurtenances in good order, pristine condition and repair and in a clean and sanitary condition. Each unit owner must perform properly or cause to be performed all maintenance and repair work to or within his own unit which if omitted would affect the project in its entirety or in a portion belonging to other owners. Upon failure of the unit owner to maintain his unit, the Association may accomplish necessary repairs and maintenance and assess the respective unit owner for the costs and expenses thereof, after thirty (30) days written notice to the unit owner giving the owner opportunity to perform the needed maintenance or repair within such thirty (30) day period.

Without in any way limiting the foregoing, each unit owner shall be responsible for the following:

- All painting, repairing, restoration, maintenance, and decorating of unit interiors, including drywall, windows, window frames, doors, and doors frames;
- Keeping balconies, patios, and other limited common elements in a clean and neat condition;
- Decorating and keeping the interior of the unit in good repair;

- Maintenance and repair of lighting fixtures, refrigerators, ranges, heating and air-conditioning equipment (including appurtenant compressor and equipment), plumbing fixtures, dishwashers, disposals, laundry equipment such as washers and dryers, water heaters, and water softeners.

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 thirty (30) day written notice to the unit owner giving the owner opportunity to perform the needed maintenance or repair within such thirty (30) day period.

For purposes of uniformity of external appearance and quality, the Association may specify the type, color and quality of materials to be used in replacing, repairing, painting or maintaining external fixtures such as entry doors, garage doors, windows, lighting fixtures and other items which may be determined from time to time by the Board of Directors of the Association. Unit owners may not make any exterior-facing changes without prior written approval of the Board of Directors.

7.2 COMMON ELEMENTS AND FACILITIES. The 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:

- All cleaning, painting, repair, restoration and general maintenance of the common property;
- All maintenance, repair and restoration of driveways and walkways;
- Snow and ice removal from driveways and walkways;
- Lawn care, landscaping, tree cutting, erosion control, and general care and maintenance of any plantings and shrubberies which may from time to time be located within the common elements;
- Necessary care and maintenance of utility services and line within the common elements, including master television and communication cables, lines or antennae, and utility connection to mains;

7.3 LIMITED COMMON ELEMENTS. The maintenance, repair, and replacement of the limited common areas shall be the sole responsibility of the Association.

7.4 ASSOCIATION SERVICES. The Association may provide any service or maintenance requested by a unit owner or owners with respect to individual units or limited common elements that the Association is able and willing to provide or perform, and shall specify 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 (herein sometimes called the “commons”) shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these By-Laws, and the rules and regulations adopted by the Association from time to time, including the following:

(a) Units. No unit owner, lessee or occupant shall occupy or use a Residential Unit, as that term is defined in Section 4.2.1 of the Declaration, or the common elements, or limited common elements appurtenant thereto or permit the same or any part thereof to be occupied or used, for any purpose other than residential purposes. No trade or business shall be conducted in the Residential Units.

(b) Occupancy. Residential Units in the McCormick on Farwell Condominiums shall not be or occupied by any person or persons for a period of less than three hundred sixty five (365) consecutive days, except with prior written approval of the Association. The intent of this provision is to prohibit business, transient or similar uses of the units which would involve multiple occupancies by different persons or groups or persons.

(c) Leases. Owners of the Residential Units in the McCormick on Farwell Condominiums 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 not less than One (1) year.
- The lease must specifically obligate the tenant to abide by the terms and conditions of the Declaration, these By-Law and all rules and regulations of the Association.

(d) Parking. Each unit in the McCormick on Farwell Condominiums includes one or more underground parking stalls, as it pertains in the deed of conveyance. Each parking stall shall be marked on the Condominium Plat and shall be identified in the deed of conveyance. It is understood that each unit owner will keep his or her parking stall in a neat condition.

(e) Surface Parking. The Surface Parking Stalls, as that term is defined in Section 4.2.4 of the Declaration, shall belong to the owner of the Commercial Condominium Unit, or the party to whom the Commercial Condominium Unit has sold the Surface Parking Stalls (i.e. Parking Stall #15 and #21) for its exclusive use and enjoyment. The owner thereof may make any rules and regulations pertaining to the use and enjoyment of the Surface Parking Stalls to the

exclusion of the Residential Units; provided such use shall be for the storage of automobiles, light trucks, motorcycles, or similar vehicles and provided that such use does not cause a nuisance to the Residential Units owners.

(f) **Animals.** It is understood that there will not be any vicious or attack animal of any type, whether trained or not, allowed on the premises. Common house animals such as cats and dogs shall be allowed, provided that such animal does not exceed a maximum weight of forty (40) pounds and a maximum height of no more than fifteen (15) inches. Each Residential Unit shall be allowed two animals, however, there is a maximum of one dog.

(g) **Animal Restrictions.** An animal shall not be allowed at large within the commons, and shall always be leashed and within the immediate control of a person when outside of the Building. All droppings must be picked up and disposed of by the person in control of an animal. Owners of animals shall take reasonable precautions and efforts to prevent their animals from being a nuisance or annoyance to other unit owners.

(h) **Antennas and Fences.** Unit Owners may not place a television tower antenna, satellite antenna dish or fences of any kind within the common elements adjacent to a unit, except as approved in writing by the Association, prior to the installation of same. Antennas and satellite dishes may be placed in the limited common elements as set forth in the Rules and Regulations.

(i) **Obstructions.** There shall be no obstruction of the common areas and limited common areas.

(j) **Increase of Insurance Rates.** Nothing shall be done or kept in any unit or in the commons which will increase the rate of insurance on the commons, without the prior consent of the Association. No unit owner shall permit anything to be done or kept in his unit or in the commons which will result in the cancellation of insurance on any unit or any part of the commons, or which would be in violation of any law or ordinance. No waste will be committed in the common area or limited common areas.

(k) **Signs.** No signs of any kind shall be displayed to the public view on or from any Residential Units, the common areas, except for identification signs as provided for in the Declaration and the commercial signage in connection with the Commercial Condominium Unit as provided for in the Declaration and in compliance with the municipal ordinances of the City of Milwaukee, or as otherwise allowed by law and/or set forth in the Rules and Regulations.

(l) **Noxious Activity.** No noxious or offensive activity shall be carried on in any units or in the commons, nor shall anything be done therein which may be or become an annoyance or nuisance to others.

(m) **Smoking Prohibited.** Smoking is prohibited everywhere inside the main building of The McCormick on Farwell Condominium including, but not limited to, in (i) the individual Units; (ii) the common hallways, stairs, and elevators; and (iii) the indoor parking areas (hereinafter referred to as the "Building"). Although smoking is allowed in areas outside the building, including on the Limited Common Element decks and patios, should the smoke disturb other residents, the Board reserves the right to further regulate smoking to accommodate the

interests of all residents. No unit owner shall smoke, or permit smoking by any occupant, agent, tenant, invitee, licensee, guest, friend, or family member, anywhere in the Building. For purposes hereof, smoking shall include the inhaling, exhaling, breathing, carrying, or possessing of any lighted cigarette, cigar, pipe, other product containing any amount of tobacco, or other similar heated or lit product (e.g. e-cigarette) whether or not containing tobacco.

(i) While this restriction is intended to render the Condominium Building smoke free, the Board of Directors is not a guarantor of a smoke-free environment hereunder. The Board of Directors shall have the right, but not the obligation, to enforce this restriction if the Board determines, in its sole discretion, that it is appropriate to do so in any individual case or circumstance. Should it decide to do so, the Board of Directors may act based on a reasonable assumption that smoking is occurring within a Unit from the reported observations of the complaining Unit Owner(s). If the Board of Directors determines to take any such action, then in addition to its other rights and remedies under the constituent documents of the Condominium, at law, and in equity, the Board of Directors shall be entitled to recover its costs and expenses, including all attorneys' fees and court costs, incurred in enforcing this restriction.

(ii) If the Board of Directors determines, in its sole discretion and for any reason, not to pursue enforcement of this restriction in any individual case or circumstance, any unit owner may bring his or her own separate action to enforce this restriction against any other unit owner who violates (or whose unit occupant, agent, tenant, invitee, licensee, guest, friend, or family member violates) this provision. If a unit owner who brings such an action succeeds in establishing that the other unit owner has violated this restriction, the unit owner bringing such action shall be entitled to recover his or her costs and expenses, including reasonable attorneys' fees and court costs, incurred in such action from the other unit owner.

(iii) No unit owner, occupant, agent, tenant, invitee, licensee, guest, friend, family member or other person shall be entitled to recover from the Board of Directors any attorneys' fees, court costs, or other costs or expenses incurred in any action brought by, or against, the Board of Directors under or pursuant to this restriction, including, without limitation, any action to enforce this restriction or any action for failure to enforce this restriction, regardless of whether or not any such unit owner, occupant, agent, tenant, invitee, licensee, guest, friend, family member or other person prevails in such action.

(n) Alteration, Construction or Removal. Nothing shall be altered or constructed in or removed from the common elements and facilities, except upon the written consent of the Association.

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

the Declaration and contract, declarations, and easements set forth and referenced therein shall govern.

(p) **Enforcement.** The foregoing rules and regulations and other rules and regulations adopted by the Association shall be enforced by such means as the Association deems necessary and appropriate, including recourse to civil authorities, court action if necessary, and monetary fines of not less than \$50.00 per violation plus attorney fees to be charged and assessed by the Association uniformly against the owners of units who violate or whose tenants or unit occupants violate such rules and regulations. Such fines and fees shall be uniformly levied, and shall be charged and assessed against the subject unit and may be enforced and collected as an assessment for common expenses, including the foreclosure of a lien therefore.

(q) **Decks and Patios.** Residents shall keep their patios and decks in a clean and neat state. Patios and decks are not to be used for storage including, but not limited to, motorcycles, toys, baby carriages, wagons.

(r) **Paper Boxes and Decorations.** Unit Owners or tenants shall not place newspaper boxes or decorations within the common areas or attach to any buildings.

(s) **Parking and Storage of Vehicles.** No resident shall cause or permit the common areas to be used in such a way as to deny others the full use of these common areas. Accordingly, there shall be no obstruction of any common areas other than temporary parking of motor vehicles in the outdoor parking spaces. Junked, inoperative or unlicensed vehicles shall not be permitted anywhere in the apartment complex. Trailers, vans, trucks, campers, house trailers, boats, boat trailers, motorcycles, snowmobiles, shall not be stored, parked or placed outside.

(t) **Mutual Quiet Enjoyment for Other Tenants.** Each unit owner shall have the right to use their unit in accordance with these rules and regulations, applicable by law, free from unreasonable interference, with the peaceful possession and operation thereof. Conduct of each unit owner or their tenants therein should free from immoral, improper, unreasonably annoying and/or offensive activity.

8.2 **ASSOCIATION RULES.** The Association acting through the Board of Directors, may approve and distribute to unit owners and residents additional rules and regulations, and amendments to such rules and regulations, approved and adopted by the Board of Directors from time to time pursuant to Section 6.2 herein. All such rules and regulations shall be in writing and shall be distributed to the unit owners 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, or repealed pursuant to Section 6.2 herein. The rules and regulations contained in Section 8.1 of these By-Laws may be amended only as provided in Article X.

ARTICLE IX

General

9.1 **FISCAL YEAR.** The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each year.

9.2 ADDRESS. The mailing address of the Association shall be the Association's principal office as stated on file with the Wisconsin Department of Financial Institutions.

9.3 SEAL. The Corporation shall have no seal.

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

ARTICLE X

Amendments

10.1 BY MEMBERS. These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the members by the affirmative vote of Unit Owners having sixty seven percent (67%) or more of the votes in the Association. Any such alterations, modification, or amendments which have a significant impact on the rights or interests of the owner of the Commercial Condominium Unit, must have an affirmative vote by the owner of the Commercial Condominium Unit in order for such alteration, amendment, or repeal to take effect.

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 ten (10) business days after such request is received.

11.4 SUBORDINATION. These By-Laws 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. In case any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these By-Laws shall be deemed or construed to authorize the Association or Board of

Directors to conduct or engage in any active business for profit on behalf of any or all of the unit owners.

These Amended and Restated Bylaws were duly adopted by an affirmative vote of at least 67% of the unit owners on November 1, 2022.

THE McCORMICK ON FARWELL CONDOMINIUM ASSOCIATION, INC.

Maintenance, Repair & Replacement Checklist

Key:	M=Maintenance			
	X=Maintenance, Repair & Replacement			
<u>ITEM</u>	<u>ASSOC'N MAINT REPAIR & REPLACE</u>	<u>OWNER MAINT REPAIR & REPLACE</u>	<u>DOC. REF.</u>	<u>NOTES</u>
Air Conditioner		X	Dec. 11.1; Bylaws 7.1	
Added modifications to unit		X	Dec. 11.1; Bylaws 7.1	Approval is required by the Board
Bathtub		X	Dec. 11.1; Bylaws 7.1	
Brick (Repairs/Replace)	X		Dec. 5,7, 11.2; Bylaws,7.2	
Brick (general cleaning)	X		Dec. 5,7, 11.2; Bylaws,7.2	
Brick (power washing)	X		Dec. 5,7, 11.2; Bylaws,7.2	
Cabinets-Bath & Kitchen		X	Dec. 11.1; Bylaws 7.1	
Ceiling fans		X	Dec. 11.1; Bylaws 7.1	
Decks	X		Dec. 5,7, 11.2; Bylaws,7.2	owner keeps clean and neat and cannot be used for storage
Dishwasher		X	Dec. 11.1; Bylaws 7.1	
Doors and Screen Front and Back in Unit (Exterior) includes storm door, and trim and door framing		X	Dec. 5.6, 11.1; Bylaws 7.1	any changes must be approved by the Board
Doors (Interior) including unit entrance and storage doors		X	Dec. 11.1; Bylaws 7.1	
Doors in Common Areas	X			
Driveway	X		Dec. 5,7, 11.2; Bylaws,7.2	
Drywall and drywall cracks in unit		X	Dec. 11.1; Bylaws 7.1	
Electrical wiring in wall	X		Dec. 5,7, 11.2; Bylaws,7.2	All electrical wiring and circuit breaker box within unit is the responsibility of the unit owner.
Floor coverings		X	Dec. 11.1; Bylaws 7.1	
Foundation Wall Repairs	X		Dec. 5,7, 11.2; Bylaws,7.2	
Furnace (including all duct work)		X	Dec. 11.1; Bylaws 7.1	
Garage door (panels)	X		Dec. 5,7, 11.2; Bylaws,7.2	

<u>ITEM</u>	<u>ASSOC'N MAINT REPAIR & REPLACE</u>	<u>OWNER MAINT REPAIR & REPLACE</u>	<u>DOC. REF.</u>	<u>NOTES</u>
Garage Door (track and spring assembly)	X		Dec. 5,7, 11.2; Bylaws,7.2	
Garage Door (weather stripping)	X		Dec. 5,7, 11.2; Bylaws,7.2	
Garage door opener	X		Dec. 5,7, 11.2; Bylaws,7.2	Garage remote controls are the responsibility of the unit owner
Garbage disposal		X	Dec. 11.1; Bylaws 7.1	
Gutters & downspouts	X		Dec. 5,7, 11.2; Bylaws,7.2	
Landscape	X		Dec. 5,7, 11.2; Bylaws,7.2	
Lawn (common)	X		Dec. 5,7, 11.2; Bylaws,7.2	
Lawn (limited)	X		Dec. 7.2, Bylaws 7.3	
Light fixtures w/in Units		X	Dec. 11.1; Bylaws 7.1	
Light fixtures-Limited Common	X		Dec. 7.2, Bylaws 7.3	
Light fixtures-Common	X		Dec. 5,7, 11.2; Bylaws,7.2	
Light bulb, garage	X		Dec. 5,7, 11.2; Bylaws,7.2	
Microwave		X	Dec. 11.1; Bylaws 7.1	
Painting interior		X	Dec. 4.1.1, 11.1; Bylaws 7.1	
Painting in common area and exterior of building	X		Dec. 5,7, 11.2; Bylaws,7.2	
Patio	X		Dec. 5,7, 11.2; Bylaws,7.2	owner keeps clean and neat
Patio Light Fixture (exterior)		X	Dec. 4.1.1, 11.1; Bylaws 7.1	Including electrical wiring and outside electrical receptacles on decks/patios
Plugged drains		X	Dec. 11.1; Bylaws 7.1	
Plumbing pipes only	X		Dec. 5,7, 11.2; Bylaws,7.2	
Refrigerator		X	Dec. 11.1; Bylaws 7.1	
Roof	X		Dec. 5,7, 11.2; Bylaws,7.2	
Shower		X	Dec. 11.1; Bylaws 7.1	

<u>ITEM</u>	<u>ASSOC'N MAINT REPAIR & REPLACE</u>	<u>OWNER MAINT REPAIR & REPLACE</u>	<u>DOC. REF.</u>	<u>NOTES</u>
Sidewalks & stoop	X		Dec. 5,7, 11.2; Bylaws,7.2	
Sinks		X	Dec. 11.1; Bylaws 7.1	
Smoke detectors within units		X	Dec. 11.1; Bylaws 7.1	
Snow removal	X		Dec. 5,7, 11.2; Bylaws,7.2	
Street Lights	X		Dec. 5,7, 11.2, Bylaws,7.2	
Street maintenance	X		Dec. 5,7, 11.2; Bylaws,7.2	
Toilets		X	Dec. 11.1; Bylaws 7.1	
Thermostats		X	Dec. 11.1; Bylaws 7.1	
Washer & dryer		X	Dec. 11.1; Bylaws 7.1	
Water Faucets (outside of Unit)	X		Dec. 5,7, 11.2; Bylaws,7.2	
Water Lines (inside Unit)		X	Dec. 11.1; Bylaws 7.1	
Water Line Mains (outside Unit)	X		Dec. 5,7, 11.2; Bylaws,7.2	
Water Heater		X	Dec. 11.1; Bylaws 7.1	
Water Softeners		X	Dec. 11.1; Bylaws 7.1	
Window Cleaning		X	Dec. 11.1; Bylaws 7.1	
Windows, including trim and framing		X	Dec. 5.6, 11.1; Bylaws 7.1	any changes must be approved by the Board
Windows, interior staining		X	Dec. 11.1; Bylaws 7.1	

IMPORTANT INFORMATION

Please keep this information with your governing documents

The McCormick on Farwell Condominiums, Inc.

RULES ENFORCEMENT AND GRIEVANCE PROCEDURE RESOLUTION

WHEREAS the Board of Directors of The McCormick on Farwell Condominiums, Inc. (the "Association") has the authority to "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 Section 6.2 of the By-Laws; and

WHEREAS, the Association shall enforce its rules through "monetary fines of not less than \$50.00 per violation plus attorney fees," among other legal methods, pursuant to Section 8.1(n) of the By-Laws; and

WHEREAS there is a need to ensure that the members of the Association obey the Rules of the Association and that the Association provide due process while enforcing the rules contained in its governing documents;

THEREFORE, BE IT RESOLVED that the Association adopt the following Rules Enforcement and Grievance Procedure, which shall replace any previously adopted Rules to the contrary:

1. The following is a schedule of the fines that will be imposed for non-compliance with the law, the Declaration, Bylaws, rules, regulations, covenants, conditions or restrictions (herein collectively "Condominium Documents"):
 - a. **A WRITTEN WARNING for a Unit Owner or resident's first violation** of the Condominium Documents. In addition, a member of the Board may attempt to contact the offending party to explain the violation and the need that all residents and Unit owners comply with the Condominium Documents.
 - b. **FIFTY DOLLARS (\$50.00)** shall be assessed against a resident or Unit Owner for a second violation of the Condominium Documents (or for the violation that remains after the Unit Owner has received the warning letter discussed in 1.a). The second violation does not need to be the same violation as the first violation in order for the \$50 fine to be assessed.
 - c. **ONE HUNDRED DOLLARS (\$100.00)** shall be assessed against a resident or Unit Owner for each successive violation of the Condominium Documents.

- d. Notwithstanding paragraphs (a-c) immediately above, **FIVE HUNDRED DOLLARS (\$500.00) shall be assessed for each violation** of the Condominium Documents, when in the sole opinion of the Board of Directors the violation meets one or more of the following criteria:
1. The violation is in direct defiance of a previous mandate from the Board of Directors.
 2. The violation was malicious in its intent.
 3. The violation is evidence of a pattern of the resident's or Unit Owner's non-compliance with the Condominium Documents.
 4. The violation is of such a nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined. *(i.e. if alterations are made that cannot be restored to their original state.)*
2. Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board.
3. **Attorney Fees**
- a. The Board may also assess a unit owner who has violated the Condominium Documents for the actual attorney fees incurred associated with reviewing the facts and Condominium Documents and advising the Board.
 - b. In the event that the Association retains an attorney to collect any funds due, enforce any rule within its governing documents, bring any claim against a unit owner or defend any claim or allegation by a unit owner, including any counterclaim, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees. In the event that the Association retains an attorney to represent the Association's interest in a suit filed by the unit owner's mortgage company in which the Association is a named defendant, the Association shall be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees. **This Rule does not apply to owners' fair housing complaints, neither State nor Federal.**
4. Any Unit Owner or resident who has been accused of violating the Condominium Documents or been fined may demand that the matter be heard by a Grievance Committee. Such demand must be in writing and provided to the Board of Directors within 14 calendar days of the notice of the violation or fine. If no demand is made within 14 calendar days, then the finding of a violation and/or fine shall be final and binding. If a demand is timely made, the matter shall be submitted to the Grievance Committee within seven (7) days.
5. **GRIEVANCE COMMITTEE RULES AND PROCEDURES:**

- a. The Grievance Committee shall consist of three (3) members at large of the Association who are chosen by the Board. The members at large shall not be officers or members of the Board of Directors of the Association.
- b. The Grievance Committee may either be a standing committee, with each member serving for one (1) year, or the committee may be *ad hoc* and appointed on an as-needed basis by the Board of Directors.
- c. For any grievance hearing, a majority vote of the Committee will determine the action and decisions of the Committee.
- d. Members serving on any Grievance Committee must not be directly involved in the specific dispute at hand.
- e. Upon receipt by the Grievance Committee of a grievance, the matter shall proceed as follows:
 1. A letter shall be sent by certified mail, return receipt requested, informing all parties:
 - a. Of the time, place and date of a hearing before the Grievance Committee.
 - b. Of the right to counsel.
 - c. That evidence shall be received and a record made whether or not the party complained against attends.
 2. The hearing shall be divided into two (2) sections:
 - a. The hearing.
 - b. The determination and decision.
 3. The Hearing Section shall be open to only the Grievance Committee, the parties involved, their attorneys and witnesses.
 4. The Determination and Decision Section of the meeting shall be open only to the Grievance Committee, and possibly the attorney for the Association if so requested by the Grievance Committee. The decision will be rendered in writing to all concerned parties within five (5) business days of the hearing.
 5. If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable by the Grievance Committee, the grievance shall be dismissed without prejudice and reasonable and

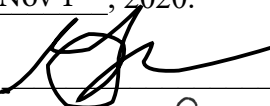
necessary costs incurred by the responding party assessed against the complaining party.

6. If the alleged offender fails to appear, the complainant must prove his/her grievance and no presumption shall be made against the alleged offender for non-appearance.
 7. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.
- f. The decision of the Grievance Committee is final and binding. There shall be no appeal of the decision absent evidence that:
1. The award was procured by corruption, fraud or undue means;
 2. There was evident partiality or corruption on the part of the Grievance Committee, or any of them;
 3. The member of the Grievance Committee were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced;
 4. The Grievance Committee exceeded its powers, or so imperfectly executed them that a mutual, final and definite award upon the subject matter submitted was not made.

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

The Board of Directors adopted this resolution on October 29, 2020, with the policy to take effect on Nov 1, 2020.

President



Secretary



The McCormick on Farwell Condominium Association, Inc.

RESOLUTION FOR BUILDING SECURITY

WHEREAS, the Board of Directors of The McCormick on Farwell Condominiums Association, Inc., has the power and duties to handle the administration of the affairs of the Association including 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, the Board deems it to be in the best interest of the Association to adopt a rule to ensure the security of the building and safety of the owners as well as their possessions.

WHEREAS, there is a need to enforce that the members of the Association and/or their guest do not prop open any doors, leading to or from the building, including but not limited to, the locked lobby door in the common area entrance.

BE IT RESOLVED that: No unit owner, tenant, or guests or invitees, may prop open and leave unattended any entry or garage doors, for any amount of time, leading to or from the building, exposing the building, units, and other owners/tenants to safety and security concerns.

Unit owner, tenant or guest or invitees entering or leaving the garage door must wait for the garage door to completely shut before driving off.

If a unit owner/tenant, or any guests or invitees are identified as responsible for doing so, the unit owner will be assessed a fine of \$250 for each occurrence. No warnings will be given.

BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to all unit owners at their last known address and that unit owners that rent their units, are required to give a copy to their tenants and/or management firm for their unit.

The Board of Directors adopt this resolution on March 24, 2022 and enacted the rule on November 1, 2022

President: 
Glenn Cummins (Oct 11, 2022 07:10 CDT)

Secretary: 
Emily Fox (Oct 11, 2022 02:06 CDT)