DISCLOSURE MATERIALS

FOR

WESTERN LEATHER LOFTS CONDOMINIUM ASSOCIATION, INC.

Property Address:
904 E. Pearson Street #102-904
1756 N Marshall Street
Milwaukee, WI 53202

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

2. **THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY, WITH THE EXCEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONSULT THE DISCLOSURE DOCUMENTS TO WHICH A PARTICULAR EXECUTIVE SUMMARY STATEMENT PERTAINS. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.**

3. **YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU MAY, WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS, DELIVER A REQUEST FOR ANY MISSING DOCUMENTS. IF YOU TIMELY DELIVER A REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.**

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WESTERN LEATHER LOFTS CONDOMINIUM ASSOCIATION, INC.

1. EXECUTIVE SUMMARY: The Executive Summary highlights for a buyer of condominium unit essential information regarding the condominium. The Executive Summary begins on A-1.
2. DECLARATION: The Declaration establishes and describes the condominium units and the common areas. The declaration begins on page B-1.
3. BY-LAWS: The By-Laws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The By-Laws begin on page C-1.
4. ARTICLES OF INCORPORATION: The operation of a condominium is governed by the association of which each unit owner is a member. Powers, duties and operation of an association are specified in its Articles of Incorporation. The Articles of Incorporation begin on page D-1.
5. MANAGEMENT OR EMPLOYMENT CONTRACTS: Certain services are provided to the condominium through contracts with individuals or private firms. These contracts begin on page E-1.
6. ANNUAL OPERATING BUDGET: The association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The Budget begins on page F-1.
7. LEASES: There are no leased facilities at this condominium.
8. EXPANSION PLANS: There are no expansion plans in effect at this condominium.
9. FLOOR PLAN(S) AND MAP: The seller has provided a floor plan of the unit being offered for sale and a map of the condominium which shows the location of the unit you are considering and all facilities and the common areas which are part of the condominium. The floor plan(s) and map begin on page B-1.
10. OWNER'S HANDBOOK WITH RULES & REGULATIONS: The Owner's Handbook that contains the Rules and Regulations for the condominium which are promulgated by the association. The Rules and Regulations begin on page G-1.
11. OTHER IMPORTANT DOCUMENTS: The Other Important Documents for the condominium begin on page H-1.

WESTERN LEATHER LOFTS CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION A

EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

Condominium Name: Western Leather Lofts Condominium Association, Inc.

This Executive Summary was prepared or revised on March 10, 2026 (insert date).

This Executive Summary highlights some of the information prospective purchasers are most interested in learning, as well as some of the information they should consider when contemplating the purchase of a residential condominium unit. The following sections either briefly summarize pertinent information or direct prospective buyers to specific documents, sections and/or pages of the condominium materials that discuss a topic in detail. A section identified with an 🕮 icon may refer a prospective purchaser to specific page numbers or sections of the condominium materials for more information about a topic.

This summary is not intended to replace the prospective purchaser's review of the condominium declaration, bylaws and other condominium disclosure materials nor is it a substitute for a professional review of the condominium documents or legal advice.

1. Condominium Association Management and Governance

- Condominium association name Western Leather Lofts Condominium Association, Inc.
- Association address C/O Hunt Management, 10520 N. Baehr Road, Suite Q, Mequon, WI 53092
- The association is managed:
  - ☐ By the Unit Owners (self-managed)
  - ☒ By a management agent or company
  - ☐ By the declarant (developer) or the declarant's management company
- Person(s) to be contacted for more information about the condominium Hunt Management, Inc,
- Address, phone number, and other contact information for the contact person Hunt Management, Inc. 10520 N. Baehr Road, Suite Q, Mequon, WI 53092 Phone: 262-238-1480 Fax: 262-238-1485 Client Services at Hunt Management / clientservices@huntmanagement.com

🕮 For condominium document references regarding association governance and a condominium contact person, see Declaration, Article 4, Section 4.4, Bylaws, Article 4, Section 4.3 (e)

2. Parking

- Number of parking spaces assigned to each Unit: Varies Number Outside Varies Inside Varies
  ☐ Common Element ■ Limited Common Element ☐ Included as part of the Unit
  ☐ Separate Non-voting Units ☐ Depends on Individual Transaction [check all that apply]
- Parking fees (include separate maintenance charges, if any) ■ No ☐ Yes, $_____ per _____
  Other (*specify*): _____
- Parking assignments reserved or designated on the plat or in the condominium documents:
  ■ No ☐ Yes -- Where? _____
- Parking spaces assigned to a unit by a separate deed: ☐ No ☐ Yes
- Ability to transfer parking spaces between Unit Owners: ☐ No ■ Yes
- Describe parking available for visitors Street Parking
- Describe any other parking restrictions Parking Garage and Parking Lot are strictly for owners

🕮 For condominium document references to parking, see See Declaration, Article 2, Section 2.6 and Owner's Handbook with Rules & Regulations

3. Pets

- Are pets allowed? ☐ No ■ Yes—describe the kinds of pets allowed: Pets that are Registered with and Allowed by the City of Milwaukee

♦ Pet rules and restrictions: Pets must be registered with the City of Milwaukee and registration paperwork must be submitted to the management company. When in Common areas pets must be leashed with a maximum of a 30 inch leash, or properly restrained

📖 For condominium document references regarding pet rules, see Owner's Handbook with Rules & Regulations

4. Unit Rentals

♦ May Unit Owners rent out their condominium units? ☐ No ■ Yes -- describe the limitations and restrictions on unit rentals: Units may not be rented without prior approval. Leases must be a minimum of 6 months, tenant information must be provided to the management company. Leases must use ,aster association lease template.

📖 For condominium document references regarding unit rentals, see Declaration, Article 7, Section 7.1 and Owner's Handbook with Rules & Regulations

5. Special Condominium Amenities or Features

Historic Smokestack, Community Room, Laundry Facilities, Heated Parking Garage, Private Surface Parking Lot, Storage Lockers, and Bike Storage

(describe any special amenities and features)

♦ Are Unit Owners obligated to join or make additional payments for any amenity associated with the condominium, such as an athletic club or golf course? ■ No ☐ Yes -- cost:

📖 For condominium document references regarding special amenities, see Owner's Handbook with Rules & Regulations

6. Unit Maintenance and Repair Responsibilities

♦ A Unit Owner's responsibilities for unit maintenance and repair include: Unit Interiors, Doors, Windows, Installations, Fixtures and Equipment, Heating, Air Conditioning, Walls, Ceiling, Floors, Appliances, Plumbing Fixtures, Decks, Patios, & Balconies, and Maintain and Repair Limited Common Elements Appurtenant to Unit

📖 For condominium document references regarding unit maintenance and repair responsibilities, see Declaration, Article 6, Section 6.1 and the Owner's Handbook with Rules

7. Common Element and Limited Common Element Maintenance, Repair and Replacement

♦ Person(s) responsible for common element maintenance, repair and replacement: Association as required and determined by the Board of Directors

♦ Repair and replacement of the common elements is paid for by:

- ☐ Unit Owner assessments
- ☐ Reserve funds
- ☒ Both
- ☐ Other *(specify)*:

♦ Person(s) responsible for limited common element maintenance, repair and replacement: Association and Owners as required and determined by the Board of Directors

♦ Repair and replacement of the limited common elements is paid for by:

- ☐ Unit Owner assessments
- ☐ Reserve funds
- ☒ Both
- ☐ Other *(specify)*:

📖 For condominium document references regarding common element and limited common element maintenance, repair and replacement, see Declaration, Article 6, Section 6.1 and the Owner's Handbook with Rules

8. Reserve Funds

♦ Does the condominium association maintain reserve funds for the repair and replacement of the common elements? ☐ No ■ Yes

♦ Does the association have a Statutory Reserve Account*?

■ No ☐ Yes -- reserve balance is $ $170,024.78

Note: This amount is current as of the date this Executive Summary was prepared or revised.

📖 For condominium document references regarding this condominium's reserve funds for repairs and replacements, see Declaration, Article 5, Section 5.1and Bylaws, Article 6, Section 6.2

***Note:** A "Statutory Reserve Account" is an account established under Wis. Stat. § 703.163 to be used for the repair and replacement of the common elements in a residential condominium (optional for a small condominium with up to 12 residential units or a mixed-use condominium with residential and non-residential units). In a new condominium, the developer initially decides whether to have a statutory reserve account, but after the declarant control period has ends, the association may opt-in or opt-out of a statutory reserve account with the written consent of a majority of the unit votes. A condominium may have other reserve accounts that are not statutory reserve accounts.

9. Fees on New Units

- Are there provisions excusing the declarant (developer) from paying assessments or modifying the declarant's obligation to pay assessments for the units still owned by the declarant during the period of declarant control?
  - ☐ Not applicable (no developer-owned units or declarant control has ended)
  - ☒ No
  - ☐ Yes -- describe in what way: _____
- Describe other provisions in the declaration, bylaws, or budget addressing the levying and payment of assessments on units during the period of declarant control: _____

📖 For condominium document references to condominium fees during the declarant control period, see Declaration, Article 5, Section 5.4

10. Expansion Plans

- Has the Declarant (developer) reserved the right to expand this condominium in the future?
  ■ No ☐ Yes -- number of additional units that may be added through the expansion: _____ units
- Expansion period ends: 2009
- Condominium management during the expansion period is by: _____

📖 For condominium document references regarding condominium expansion plans, see Declaration, Article 10

11. Unit Alteration and Limited Common Element Enclosure

- Unit Owner may alter a unit or enclose limited common elements: ■ No ☐ Yes
- Describe the rules, restrictions and procedures for altering a unit: No structural alterations or major changes or improvements to the unit or the exterior of the building are permitted without prior approval.
- Describe the rules, restrictions and procedures for enclosing limited common elements: See Above

📖 For condominium document references to unit alterations and limited common element enclosures, see Declaration, Article 6, Section 6.1 and the Owner's Handbook with Rules

12. First Right of Purchase

- The condominium association has a right of first purchase, also sometimes referred to as a right of first refusal, when a condominium unit is offered for sale: ■ No ☐ Yes

📖 For condominium document references to any first right of purchase held by the condominium association, see _____

13. Transfer Fee

- The condominium association charges a fee in connection with the transfer of ownership of a unit: ☐ No ■ Yes -- amount charged: $ 150.00

📖 For condominium document references to fees charged in connection with a unit ownership transfer, see Owner's Handbook with Rules

14. Payoff Statement Fee

- Condominium association charges a fee for providing a payoff statement regarding unpaid unit assessments and charges: ■ No ☐ Yes -- amount charged: $ _____

📖 For condominium document references to fees charged for payoff statements under Wis. Stat. § 703.335, see _____

15. Disclosure Materials Fee

- Condominium association charges a fee for providing the condominium disclosure materials a unit seller must provide to a prospective unit buyer: ■ No ☐ Yes-- amount charged: $ The actual cost of furnishing the Information or $50.00,whichever is less pursuant to Sec. 703.33(2m). The Disclosure Materials are also available on the Association's website, at no charge.

📖 For condominium document references regarding fees charged for providing the condominium disclosure materials, see The Association's Governing Documents they can be found on the Association's Website westernleatherlofts.sites.townsq.io

16. Other restrictions or features (optional): See Governing Documents

17. Amendments

Condominium materials can be amended in a way that might change the rights and responsibilities of Unit Owners. Wisconsin law allows the Unit Owners to amend the condominium declaration, bylaws and other condominium documents if the required votes are obtained. Some of these changes may alter a Unit Owner's legal rights and responsibilities with regard to the condominium unit, including some of the information included in this Executive Summary. Unit Owners and prospective purchasers should review the amendment requirements in the declaration, bylaws, rules and regulations, or other condominium documents.

📖 For condominium document references regarding condominium document amendment procedures and requirements, see Declaration, Article 12 and Bylaws Article 7

This Executive Summary was prepared on the date stated on page one by Hunt Management, Inc. _____ (print name and title or position).

Instructions for Completing the Executive Summary. The Executive Summary is one of the condominium disclosure documents that must be furnished to a prospective purchaser of a residential condominium unit. The Executive Summary addresses the topics set forth in Wis. Stat. § 703.33(1)(h) in clear, plain language or by indicating the location within the disclosure materials where the information may be found. The Executive Summary must state the date on which it is prepared or revised. It shall be revised whenever a change in the condominium materials necessitates a corresponding revision to the Executive Summary. The preparer of the Executive Summary should consult an attorney with any questions concerning preparation of the Executive Summary.

Executive Summary Legal Requirements. Per Wis. Stat. § 703.33(1m), the declarant (developer) or the association is responsible for preparing the Executive Summary and revising it whenever a change is made in the disclosure materials that necessitates a corresponding revision to the Executive Summary. An Executive Summary must appear in the condominium disclosure materials directly following the index [Wis. Stat. § 703.33(2)], and must be attached as an addendum to the real estate condition report that a seller gives to a prospective purchaser, generally before the prospective purchaser writes an offer to purchase [Wis. Stat. § 709.02]. An Executive Summary may not be required as part of the disclosure materials for a "small condominium" (up to twelve residential units), depending upon the elections made in the declaration [Wis. Stat. § 703.365 (1) & (8)].

CAUTION: NEITHER REAL ESTATE LICENSEES NOR UNIT OWNERS SHOULD COMPLETE THIS FORM!

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No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

WESTERN LEATHER LOFTS CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION B

DECLARATION

REEL 4587 IMAGE 1382

7760052

DECLARATION OF CONDOMINIUM OF WESTERN LEATHER LOFTS CONDOMINIUM

Document Number

Document Title

REGISTER'S OFFICE) SS
Milwaukee County, WI
RECORDED AT 11:53 AM
06-18-1999 1382 TO
REEL 4587 IMAGE 1406
INCL.
WALTER R. BARCZAK
REGISTER OF DEEDS

AMOUNT 58.00

Recording Area

Name and Return Address:
Hal Karas, Esq.
Michael Best & Friedrich, LLP
100 East Wisconsin Avenue
Milwaukee, WI 53202

PIN: PART OF 354-0718-1 AND
354-0719-7

This Declaration of Condominium of Western Leather Lofts Condominium (this "Declaration") is made and entered into by Rainmaker Enterprises, Inc. ("Declarant"), pursuant to the Wisconsin Condominium Ownership Act .

Recitals

Declarant owns the real property described and depicted on the attached Exhibit A, upon which Declarant has constructed or intends to construct certain improvements. By this Declaration, Declarant intends to submit such property and the improvements to the condominium form of ownership and to establish certain easements, rights, restrictions, and obligations with respect to the ownership, use and maintenance of such property.

This Declaration contemplates that certain land may be added to the Condominium, but Declarant shall be under no obligation to add any part or all of such land, and Declarant makes no representation that any part or all of such rights reserved herein shall be exercised.

Declaration

Now therefore, Declarant by this Declaration (1) submits such real property and such improvements, to the condominium form of use and ownership as provided in the Act; (2) establishes and imposes the provisions, restrictions, conditions, easements and uses herein upon such property; and (3) specifies that the provisions of this Declaration shall constitute covenants running with the land which shall be binding upon Declarant, and all subsequent owners and occupants of all or any part of such property and such portions of the Expansion Real Estate as are added to the Condominium.

ARTICLE 1. DEFINITIONS

The following terms shall have the following definitions:

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1.1 Act. The "Act" shall mean the Wisconsin Condominium Ownership Act, as currently set forth at Chapter 703 of the Wisconsin Statutes and as the same shall be amended or renumbered from time to time.

1.2 Association. The "Association" shall mean the Western Leather Lofts Condominium Association, Inc. established under Article 4 hereof. The use of the term "Association" does not necessarily mean that the entire Association is entitled to vote on a particular matter; the Association acts through its Board.

1.3 Association Insurance. "Association Insurance" shall mean all policies of insurance to be maintained by the Association under this Declaration.

1.4 Board. The "Board" or "Board of Directors" shall be the governing body of the Association, elected in accordance with the Bylaws.

1.5 Building. "Building" shall be the free standing structure located on the Property.

1.6 Bylaws. The "Bylaws" shall mean the Bylaws of the Association as adopted by the Board.

1.7 Common Elements. The "Common Elements" shall consist of all of the Condominium except for the Units and are composed of two categories. Certain Common Elements are available for the nonexclusive use and enjoyment of all Unit Owners and are referred to as the "General Common Elements." Other Common Elements are limited to the use of an individual Unit to which they are appurtenant and are referred to as "Limited Common Elements".

1.8 Common Expenses. The "Common Expenses" are any and all expenses incurred by the Association in connection with the management of the Condominium, maintenance of the Common Elements and administration of the Association, including expenses for landscaping, lawn care, snow removal, improvements to the Common Elements, security lighting, municipal utility services for the common elements, maintenance and management wages, and fees of outside consultants.

1.9 Condominium. The "Condominium" shall be known as Western Leather Lofts Condominium and shall mean the Property together with the Units and Common Elements as they are currently constructed or as they may hereafter be constructed on the Property.

1.10 Condominium Documents. The "Condominium Documents" are this Declaration, the Articles of Incorporation and Bylaws of the Association, and such Rules and Regulations as may be adopted by the Board pursuant to this Declaration or the Bylaws.

1.11 Declarant. The "Declarant" shall mean Rainmaker Enterprises, Inc. and the successors and assigns of Declarant pursuant to assignment in accordance with Section 18.6 of this Declaration.

1.12 Declaration. "Declaration" shall mean this Declaration of Condominium of Western Leather Lofts Condominium as the same may be amended from time to time.

1.13 Director. A "Director" shall mean a member of the Board.

1.14 Expansion Real Estate. "Expansion Real Estate" shall mean those lands described on Exhibit C and reserved for possible annexation to the Condominium.

1.15 Interest. "Interest" shall mean the proportionate undivided interest in the Common Elements appurtenant to each particular Unit in the Condominium.

1.16 Mortgage. "Mortgage" shall mean a recorded first lien mortgage against a Unit or the vendor's interest under a recorded first lien land contract of the Unit.

1.17 Mortgagee. "Mortgagee" shall mean the holder of a Mortgage.

1.18 Occupant. "Occupant" shall mean the Owner or any other person residing in a Unit.

1.19 Owner. "Owner" shall mean each fee simple owner of a Unit and each vendee of a Unit under a recorded land contract. The Declarant is an Owner with respect to each Unit to which it holds title.

1.20 Plat. "Plat" shall mean that certain plat of condominium comprised of a plat of survey of the Property, building floor plans and unit addresses as recorded in the Register's Office and as the same may be amended from time to time.

1.21 Property. The "Property" shall mean the real estate subject to this Declaration, as described and depicted on Exhibit A, and such portions of the Expansion Real Estate as are hereafter added to the Condominium in the manner described in Article 10.

1.22 Register's Office. the "Registers Office" is the Office of the Register of Deeds for Milwaukee County, Wisconsin.

1.23 Rules. The "Rules" shall mean rules and regulations established by the Association as provided in Section 4.1.

1.24 Unit. "Unit" shall mean a separate freehold estate, consisting of the space bounded and described in Article 2.

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ARTICLE 2. DIVISION OF CONDOMINIUM INTO SEPARATE FREEHOLD ESTATES

2.1 Units. The Condominium shall initially include 51 Units, with identification and addresses as set forth in Exhibit A. The boundaries of each Unit shall consist of the interior planes of the perimeter walls, ceiling and floors inside the Unit as depicted in the floor plans attached as Exhibit B. Each Unit also includes all windows and doors, and all mechanical and utility installations which exclusively service the Unit.

2.2 Common Elements. Each Unit also has appurtenant Common Elements, which consist of both General and Limited Common Elements. The Limited Common Elements are reserved for the exclusive use of the Unit to which they are appurtenant. The General Common Elements shall consist of all of the Condominium except the Units and the Limited Common Elements. Supply lines, waste lines, pipes, wires, conduits or public utility lines running through a Unit shall be part of the Unit; and all other such lines, pipes, wires or conduits outside of a Unit shall be General Common Elements to the extent not owned and/or maintained by any public utility, governmental unit or cable television company.

2.3 Adjustment of Unit Boundaries. Boundaries between Units may be reallocated as provided in Section 703.13(6) of the Act and evidenced by an amendment to the Declaration. If a Unit involved in a proposed boundary reallocation is subject to a Mortgage, then the Mortgagee must also consent to such action. The Owners involved in such reallocation shall pay all costs associated with such reallocation, including the costs of physically adjusting Common Elements between such Units and the expenses of legal and architectural review of the plans and documents to carry out the adjustment. The Association may require that an estimate of such costs be paid as a condition to execution of the amendment, with a final payment made upon completion of any work by the Association.

2.4 Separation of Units. (a) Each of Units 201, 904 and 1756 may be separated as provided in Section 703.13(7) of the Act and evidenced by one or more amendments to the Declaration, but, in the case of Units 904 and 1756, only in connection with a simultaneous change in use of such Unit under Section 7.1. Unit 201 may be separated into no more than 5 resulting Units; Units 904 and 1756 may be separated into no more than 4 resulting Units in each.

(b) After separation as above, the Interests appurtenant to the separated Unit shall be equally divided among the resulting Units, the common surpluses and expenses shall be allocated in accordance therewith, and each Owner of a resulting Unit shall be entitled to vote in accordance with Section 4.2.

(c) The Owner of the separated Unit shall pay all costs associated with such separation, including the costs of physically creating or adjusting Common Elements between the resulting separated Units.

(d) No other separation of Units is permitted.

2.5 Conveyance of Certain Limited Common Elements. The Owner of a Unit may convey by deed to any other Owner the right to use the parking space or storage area appurtenant to such Unit, if any, and such parking space or storage area shall thereafter be appurtenant as Limited Common Elements of the Unit specified in such deed.

2.6 Parking Spaces and Storage Areas as Limited Common Elements. (a) Parking spaces (as shown on Exhibit B or as added by expansion under Article 10) are available to be conveyed by Declarant as Limited Common Elements, but such spaces have not yet been designated by Declarant as appurtenant to particular Units. Declarant may designate particular spaces for particular Units by deed and such spaces shall thereupon be Limited Common Elements of such Units.

(b) Storage lockers are or will be located in the basement of the Building in the General Common Element space marked for such storage lockers on the Plat. Such storage lockers have not been fully constructed or located as of the date hereof. Each storage locker will, upon completion, be designated by a separate number or letter for purposes of identification, and will thereupon be available to be conveyed by Declarant as Limited Common Elements. Declarant may designate particular storage lockers for particular Units by deed and such storage lockers shall thereupon be Limited Common Elements of such Units, provided that neither Unit 904 nor Unit 1756 may be assigned a storage locker until and unless the use of such Unit is converted under Section 7.1.

(c) Storage closets designated on the Plat as CL 3, CL 4A, CL 4B, CL 5A and CL 5B, are available to be conveyed by Declarant as Limited Common Elements, but such spaces have not yet been designated by Declarant as appurtenant to particular Units. Declarant may designate particular storage lockers for particular Units by deed and such storage lockers shall thereupon be Limited Common Elements of such Units

(d) In the case of each such parking space, storage locker or storage closet, until designation by Declarant occurs, Declarant shall have the exclusive right to use such space, locker or closet. Declarant shall have the continuing right to so designate previously undesignated spaces, lockers or closets even after all Units have been conveyed by Declarant, provided that spaces, lockers or closets may only be designated or used in connection with Units or with the Association. Declarant may impose a separate charge for designating such spaces, lockers or closets at the time of designation.

2.7 Special Rights Relating to Unit 504. The following special rights relating to Common Elements are appurtenant to Unit 504:

(a) Only for so long as Declarant or Andrew G. Busalacchi ("Busalacchi") is the Owner of Unit 504, such Owner (the "504 Owner") may cause Unit 504 to be extended vertically by enclosing the area which would have been the roof above Unit

504, plus an additional 10 feet on the east and south of the vertical perimeters of the unit as extended. For such purpose, the following shall apply:

(1) The 504 Owner shall submit plans for the extension to the Association. Such plans are not subject to Section 4.5 of this Declaration. The Board may, however, require reasonable proof that the work as proposed by the 504 Owner will not cause a materially adverse structural condition to exist in the Building. The work shall be carried out substantially in accordance with the plans.

(2) The 504 Owner shall be responsible at its sole cost for execution of the work of designing, obtaining building permits and other governmental permits, erection of new vertical walls and roof to enclose Unit 504 as extended, removal of the existing roof in such extended area and replacement of the same with structurally adequate flooring, coordination of extension of utilities to such extension, and all other matters related thereto.

(3) The 504 Owner shall indemnify and hold harmless the Association and the Owner of Unit 503 from any and all loss, damage, cost or claim arising from the construction work for such extension. The Association may not impose a fee, charge or assessment for its review of the plans or the work.

(4) The 504 Owner shall indemnify and hold harmless the Association from any and all construction lien claims made arising from the construction work for such extension.

(5) The 504 Owner shall submit to the Association proof that the 504 Owner has insurance in force relating to the construction work for such extension.

(6) Promptly upon substantial completion of construction of the exterior walls of the extension, the 504 Owner shall cause to be recorded an amendment to this Declaration and an addendum to the Plat showing the new Unit 504 boundaries above the present roof line. The amendment and addendum need be signed only by the 504 Owner and are not subject to approval under Section 12.1.

(7) Upon recordation of the amendment and addendum, the boundaries of Unit 504 shall be deemed to include the space enclosed by the physical construction of the extension; the portions thereof which previously were Common Elements will now be part of Unit 504; and the portions of the physical construction of the extension which would not be a part of the Unit under the description in Section 2.1 shall be Common Elements.

(8) Neither the Interest of Unit 504 nor the votes appurtenant to Unit 504 shall change as a result of the extension described in this Section.

(9) The rights in this Section may be exercised only one time. For purposes of this Section, Unit 504 shall be deemed owned by Busalacchi if it is owned by Busalacchi and another, or by any trust of which Busalacchi is a beneficiary or a trustee, or by the estate of Busalacchi if there was the visible commencement of the work of extension prior to the death of Busalacchi so that the work may be properly completed by such estate or heirs of Busalacchi, or by any entity of which Busalacchi has control of the majority of the equity interests therein.

(10) If the work was visibly commenced while the 504 Owner is Declarant or Busalacchi and title to Unit 504 is conveyed prior to completion, then the Board shall decide whether to have the Association complete such work or to allow the transferee to complete such work. In such event, all costs incurred by the Association to secure the site, investigate the work, and (if so decided) complete the work, shall be specially assessed solely to the owner of Unit 504. At all reasonable times during construction by the Association, the Association and its contractors shall have access to the work site, and may reasonably exclude the Owner of Unit 504 from the work site, except for reasonable work inspections.

(11) The 504 Owner shall have an easement for access to the portions of the Common Elements reasonably necessary to plan and carry out the work contemplated herein.

(12) The Owner of Unit 504 shall not be entitled to use and occupy the vertical extension until the amendment and addendum described above are recorded, and the Association has certified in writing its acceptance of the physical Common Elements created by such work, which shall not be unreasonably withheld or delayed.

(13) The Board may impose on the 504 Owner reasonable Rules concerning the course of construction (e.g. limiting the hours of construction, specifying places for the storage of materials, requiring clean up of the site, etc.)

(14) The Association shall be granted access to the work site at reasonable times, while under construction by the 504 Owner for the purpose of inspecting such work.

(b) The 504 Owner may, separately from any work under subsection (a), erect an access from Unit 504 to the roof of the portion of the Building immediately adjacent and to the north of Unit 504, and to install a patio area not to exceed 40 feet by 40 feet in area on such northerly adjacent roof. For such purpose, the following shall apply:

(1) Paragraphs (1) through (5) and (8) through (14) of subsection (a) shall apply to this work, with references to the "extension" therein instead referring to the work authorized in this subsection.

(2) The means of access may include a porch off of Unit 504, and an enclosed or open stairwell.

(3) The patio area will be located a reasonable distance from Unit 404. The patio area shall be Limited Common Element appurtenant solely to Unit 504 and not assignable under Section 2.5.

(4) The patio area shall not cover any skylights.

(5) The Board may impose on Unit 504 reasonable Rules concerning the use of the patio (e.g. hours of operation or noise levels).

ARTICLE 3. INTEREST AND COMMON ELEMENTS

3.1 Unit Interest. Each Unit shall have an Interest equal to the following:

Units 104-106	3.60% each
Unit 107	1.82%
Unit 108	1.60%
Units 109 - 111	1.82% each
Units 112 - 124	1.60% each
Unit 201	7.32%
Unit 301	2.30%
Unit 302	1.60%
Units 303 - 304	2.30% each
Units 310-324	0.98% each
Unit 401	2.30%
Unit 402	1.60%
Units 403 - 404	2.30% each
Unit 501	2.30%
Unit 502	1.60%
Units 503 - 504	2.30% each
Unit 904	6.00%
Unit 1756	6.00%

The respective Interests of particular Units may be changed as a result of separation as set forth in Section 2.5. The respective Interests will not be changed as a result of expansion as set forth in Article 10.

ARTICLE 4. ASSOCIATION OF UNIT OWNERS

4.1 Administration. The Declarant shall create the Association, which shall be incorporated and shall adopt Bylaws for the governance and administration of the Condominium. The Association shall administer the Condominium and the provisions of this Declaration and the Bylaws, acting through its Board. From time to time, the Board may, but need not, adopt and amend Rules regarding the use of the Common Elements. After adoption, the Rules shall be binding upon Owners and Occupants.

4.2 Membership and Voting. Each Owner shall be a member of the Association and membership shall commence and terminate with ownership. Each Unit shall be vested with a vote equal to the numerical equivalent of its percentage Interest, so that the total number of votes is 100, to be cast as set forth in the Bylaws.

4.3 Control of Association. The Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Act, this Declaration and the Wisconsin Nonstock Corporation Law from the date the first Unit is conveyed by the Declarant to any person other than Declarant, until the earliest of: (1) seven (7) years from such date; or (2) thirty (30) days after the conveyance of seventy-five percent (75%) of the Interests to purchasers; or (3) Declarant's election to waive its right of control. Prior to the conveyance of twenty-five percent (25%) of the Interests to purchasers, the Association shall hold a meeting, and the Owners other than the Declarant shall elect at least twenty-five (25%) of the Directors. Prior to the conveyance of fifty percent (50%) of the Interests to purchasers, the Association shall hold a meeting, and the Owners other than the Declarant shall elect at least one-third (33 1/3%) of the Directors.

4.4 Management. The Association may employ a professional management agent or company for the Condominium with such experience and qualifications and on such terms and conditions as are acceptable to the Board. Any such agreement must be terminable with or without cause upon ninety (90) days notice without payment of any penalty.

4.5 Approvals. Any proposal by an Owner requiring Board approval shall be submitted in writing, in such detail and with such supporting documents as the Board may require to facilitate its understanding and review. The Board may approve or disapprove any proposal after considering one or more of the following concerns and any additional criteria the Board deems prudent: (1) freedom and safety of access and convenience to other Units; (2) requiring the written agreement of the Owner making the proposal to pay the costs of restoring Common Elements affected by such proposal to their prior physical condition upon the termination of such use; and (3) requiring the Owner's written agreement to pay a fair and reasonable monthly charge to the Association for any encroachment on Common Elements resulting from the proposal. The Board may at its discretion impose further conditions upon its consent to any proposal as it deems appropriate. Approval of a proposal shall be deemed given if the Association president (A) indicates in writing or (B) fails to respond within sixty

(60) days following the Owner's written submission of a proposal unless, prior to the expiration of such period, additional information is requested of the Owner by the Board or the Board issues its written refusal.

ARTICLE 5. ASSESSMENTS

5.1 Budget and Assessments. The Association shall annually adopt a budget of Common Expenses and levy general and special assessments therefor against the Units, except as set forth herein. The budget shall include the funding of an adequate replacement reserve out of general assessments. The Association may also levy a special assessment on all Owners for any purpose for which a general assessment may be levied, including capital improvements, and a special assessment or fine on a particular Owner for the purpose of collecting any amounts due the Association or enforcing compliance of such Owner with any provision of the Condominium Documents, including assessments under Section 14.2, or for any other purpose authorized herein.

5.2 Installments; Late Payments. General assessments shall be made on an annual basis but shall be due and payable in monthly installments on the first day of each month. Special assessments shall be due and payable at such time and in such manner as the Board may determine. Any assessment or installment of an assessment not paid within ten (10) days of its due date may be subject to a late charge and/or interest as set forth in the Bylaws or in a Rule.

5.3 Enforcement; Liens. If an Owner defaults in any payment, the Association shall take appropriate measures as provided by law; provided that in the exercise of reasonable business judgment, the Board may elect not to take such measures in cases of hardship or unlikelihood of recovery. The defaulting Owner shall be responsible for all costs incurred by the Association in seeking to enforce payment including reasonable attorney fees. Owners shall be both personally liable for assessments and a lien shall be imposed against such Owner's Unit for any unpaid assessments. Liens for unpaid assessments shall also extend to and secure interest, fines and reasonable costs of collection, including attorneys' fees incurred by the Association incident to the collection of assessments or enforcement of liens. The Association may purchase a Unit upon the foreclosure of its lien.

5.4 Payment of Assessments by Declarant. During the period of Declarant control, Declarant may, but shall not be obligated to, directly pay bills or provide services which would otherwise represent Association obligations to which regular assessments would be applied. Declarant shall be entitled to offset expenses incurred by Declarant in performing or paying for such Association obligations against assessments due on Declarant owned Units.

5.5 Association Statements. Within ten (10) days of written request from a Unit Owner or Mortgagee, the Association shall provide a letter stating the existence of outstanding general or special assessments against the Unit, if any. Notwithstanding anything

to the contrary in the preceding sentence, all Units conveyed by Declarant shall be deemed conveyed free from outstanding general, special or working capital assessments and no such letter shall be required or given as to such Units.

5.6 Common Expenses and Surpluses. Except as otherwise provided in this Declaration, common expenses and surpluses shall be allocated among all Owners according to the Interest applicable to their Units. All common surpluses of the Condominium for each of its fiscal years shall be retained for common expenses of the Condominium for the next succeeding fiscal year.

5.7 Special Budgetary Matters. The following matters shall affect the Association's budgets and assessments:

(a) The Association may elect to install one or more sub-meters for water or gas service, in which case the budget (and assessments based thereon) shall reasonably allocate water and/or gas charges to Units in accordance with usage.

(b) Each of Units 904 and 1756 presently has its own entrance to the Unit directly to the street and does not use or consume in any significant volume any supplies of the Association or otherwise materially burden the Association. The Board shall, as a part of its annual budgeting process, determine whether there is a material change in such state of facts. Until and unless there is such a change, Units 904 and 1756 shall not be included in the budget or required to pay any assessments other than those related to insurance, taxes, and the general security and condition of the Building. If and as there is a material change in any matter, the costs thereof shall equitably be included in the succeeding budgets.

(c) Units 904 and 1756 have, or may install, and may maintain, repair and replace, separate boiler or heating systems solely for such Units but solely at the cost of the Owner(s) of the Unit affected. The Association shall equitably cooperate with such matters, and, so long as such separate systems exist, shall not allocate general heating costs to such Units. If and as such Units are converted to residential use under Section 7.1, the system(s), if left in place (which the Owner shall not be required to do), shall become Common Elements.

(d) The costs of snowplowing the outdoor parking areas of the Condominium shall be assessed to only those Units to which such parking spaces are Limited Common Elements and shall be assessed evenly based on the number of parking spaces.

(e) The costs of heating and maintaining the indoor parking area of the Condominium shall be assessed to only those Units to which such parking spaces are Limited Common Elements and shall be assessed evenly based on the number of parking spaces.

ARTICLE 6. MAINTENANCE AND ALTERATIONS

6.1 Owner Responsibility. Each Owner, at the Owner's sole cost, shall: (1) perform routine maintenance, repair and replacement of all components or installations of the Unit (including the special installations for Units 904 and 1756 while each is used for commercial purposes); (2) pay for the repair and replacement of the Common Elements damaged through the fault or negligence of such Owner or such Owner's family, guests, invitees or tenants or any other Occupants of the Owner's Unit; (3) be responsible for the reasonable security and safety of such Unit and shall be liable for damages caused to any other Unit(s), or the Common Elements, to the extent not covered by insurance, as a result of a breach of such duty; and (4) maintain, repair and replace the Limited Common Elements appurtenant to the Unit.

6.2 Association Responsibility. The Association shall maintain in good condition and repair, replace and operate all of the Common Elements, except as expressly provided at Sections 6.1.

ARTICLE 7. RESTRICTIONS ON USE AND OCCUPANCY

7.1 Residential Purposes Only. (a) Each of Units 104 through 124, 201, 301 through 304, 310 through 324, 401 through 404, and 501 through 504 shall be occupied and used only for residential purposes and for no other purpose. No trade or business shall be carried on anywhere in such Units, except for (1) the incidental use of a Unit for personal business conducted by mail and telecommunications which does not burden the use of the Common Elements by frequent visits by business service providers or customers, subject to any Rules relating to such burdens, or (2) the sale or lease of Units, subject to the other provisions hereof and any Rules related thereto, or (3) the establishment of offices by Declarant or its agents for sales of Units or by the Association for conducting its affairs.

(b) Units 904 and 1756 shall be occupied and used for commercial or office purposes, provided that either or both of such Units may, at the election of the Owner thereof, be converted to use solely for residential purposes. Once such conversion is made, it may not be revoked or converted back to commercial or office uses. Conversion may be made by giving written notice thereof to the Board, together with copies of plans and specifications of the modifications to the interior of the Unit required to convert such use pursuant to applicable ordinances and statutes. If any such modifications will also require an invasion of or modification to the Common Elements, such Unit Owner must receive prior approval thereof under Section 4.5.

(c) Any residential Unit resulting from separation or any Unit converted to residential use as above shall be subject to subsection (a) above.

7.2 Leases of Units. An Owner of Unit 904 or Unit 1756, only while such Unit is used for commercial purposes, may lease such Unit on any terms the Owner desires; any other Owner may lease the Owner's Unit for terms of not less than six (6) months. Each lease of a Unit other than 904 or 1756 shall provide that a breach of the Condominium Documents shall be deemed a default under the lease. Notwithstanding the foregoing, an Owner shall be responsible to the Association and each other Owner for any breach of any provision of the Condominium Documents caused by an Occupant. The Association will only need to deal with the Owner and shall not be obligated to address any breach with the offending Occupant.

7.3 No Time Shares. No Unit shall be subject to any time share of similar arrangement, whether or not under Wis. Stats. Chapter 707.

ARTICLE 8. RECONSTRUCTION AND CONDEMNATION

8.1 Reconstruction. In the event of fire, casualty or any other disaster affecting one or more of the Units or Common Elements (the "Damaged Premises"), the Damaged Premises shall be reconstructed and repaired, unless otherwise determined as provided below. Reconstruction and repair shall mean restoring the Damaged Premises to substantially the same condition as existed prior to the fire, casualty or disaster, and in accordance with the maps, plans and specifications used in the original construction insofar as practicable. The Board may authorize changes to the same with the consent of the Mortgagees of the Units so affected and with the recordation of an amendment to this Declaration noting the effects thereof.

8.2 Insufficient Proceeds. If insurance proceeds are insufficient to reconstruct or repair Common Elements, then, subject to Section 8.3, the Owners of all Units shall be assessed according to their Interests for the deficiency relating to the reconstruction or repair of Common Elements comprising Damaged Premises. The provisions of Article 5 shall apply to all sums assessed for any deficiency.

8.3 Partition. If the insurance proceeds are insufficient to reconstruct or repair the Common Elements (excluding any deductibles under the Association Insurance), then the Condominium shall be subject to an action for partition upon obtaining the written consent of all Owners and Mortgagees. If such approval is not obtained within 30 days from the date of adjustment of insurance proceeds following the fire, casualty or other disaster, then no such action for partition shall be maintained or initiated.

8.4 Control of Adjustment and Restoration. The Association shall have the sole power to settle adjustments with the insurance carrier for Association Insurance. The Association shall have the sole power to engage contractors to restore the Common Elements. and insured portions of the Units. The Association shall have no responsibility to repair,

reconstruct or replace any improvements in a Unit which are not insured by Association Insurance or any improvements installed subsequent to initial construction of the Unit.

8.5 Construction Fund. Insurance proceeds and special assessments under Section 8.2 shall constitute a construction fund, with insurance proceeds disbursed first. Any surplus funds shall be held or distributed to the Owners and their Mortgagees as their interests may appear, in accordance with their Interests.

ARTICLE 9. INSURANCE

9.1 Association Insurance. The Association shall obtain and maintain comprehensive general public liability insurance for occurrences on the Common Elements, all-risk casualty insurance coverage on the General Common Elements, and such other policies or coverage as the Board deems necessary or advisable.

9.2 Coverage of Association Insurance. The casualty insurance coverage shall be in an amount equal to the maximum insurable replacement value, with an "agreed amount" and a "replacement cost" endorsement, without deduction or allowance for depreciation. This coverage amount shall be annually reviewed and shall insure against loss or damage by fire and other hazards as commonly covered by a standard extended coverage endorsement and such other hazards as customarily covered with respect to buildings similar in construction, location and use. Commercial general liability coverage shall be in such amounts as the Board determines annually, but not less than $1,000,000 per occurrence.

9.3 Proceeds. Association Insurance proceeds for casualty loss shall be for the benefit of the Association, Owners of damaged Units and their Mortgagees as their interests appear in order to finance reconstruction of damaged Common Elements. Liability coverage and other insurance proceeds shall be applied as the Association directs.

9.4 Cost. All premiums for Association Insurance and other insurance obtained by the Association shall be a common expense of the Condominium, except that any increase in the rating or premium charged for any such insurance caused by the character or use of Unit shall be allocated solely to its Owner.

9.5 Waiver of Subrogation. The Association and each Owner acting both for themselves and for their respective insurers, waive any claim it or they may have against the other for any loss insured under any policy obtained by either to the extent of insurance proceeds actually received, however loss is caused, including such losses as may be due to the negligence of the other party, its agents or employees. All policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any policy of insurance at a reasonable and customary rate.

9.6 Acts Affecting Insurance. No Owner or Occupant shall commit or permit any violation of covenants or agreements contained in the Association Insurance, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (1) result in termination of any such policies, (2) adversely affect the right of recovery thereunder, (3) result in reputable insurance companies refusing to provide such insurance, or (4) result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition, provided that, in the case of such increase, the Owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Insurance or with respect to any policy of insurance carried by any Owner shall be increased over the rate charged for the lowest-rated Unit, (w) by the size, design or composition of the Unit, (x) by reason of anything done or kept in a Unit, or (y) the failure of any Owner or Occupant to comply with Association Insurance requirements or (z) the failure of any Owner or Occupant to comply with this Declaration or the Bylaws, then the particular Owner shall reimburse the Association for the resulting additional premiums. The Association reimbursement right is without prejudice to any other Association remedy, and may be enforced by special assessment against the particular Unit.

9.7 Exclusions From Coverage. Association Insurance coverage may exclude (1) coverage on the Unit itself and any personal property located within or pertaining to the exclusive use of a Unit; and (2) liability coverage on an Owner, its guests, invitees, employees or any other Occupants of such Unit, arising out of any occurrences within a Unit or relating to an Owner's personal property. It is the sole responsibility of each Owner to obtain such insurance coverages as are excluded from Association Insurance.

ARTICLE 10. EXPANSION OF CONDOMINIUM

10.1 Right to Expand. Declarant reserves the right to expand the Condominium, without the consent or approval of any Unit Owner, at any time and from time to time on or prior to the expiration of 10 years from the date of recording this Declaration, by subjecting all or any portion of the Expansion Real Estate to this Declaration. Declarant is under no obligation to and makes no representation that it will in fact exercise its rights to expand the Condominium.

10.2 Use of Expansion Real Estate; No Units. The Expansion Real Estate may be used for General Common Elements, or may be allocated in part as Limited Common Elements for parking use, with designation of particular Limited Common Elements to particular Units being made in accordance with Section 2.6. There shall be no Units on the Expansion Real Estate. A change to the use of the Expansion Real Estate may be made upon the consent of those persons needed to amend this Declaration and in the same manner as an amendment to this Declaration under Article 12; unanimous consent shall not be required.

10.3 Effect of Expansion. Upon each such expansion there will be no changes in the Interests of any Owner.

10.4 Method of Expansion. Expansion shall occur upon recording amendments to this Declaration and the Plat describing and showing the location of Common Elements of that Expansion. Amendments need be executed only by Declarant.

10.5 Matters Related to Expansion. Notwithstanding Article 12 of this Declaration, the rights reserved in this Article 10 may not be amended or terminated without the prior written express consent of Declarant.

ARTICLE 11. SPECIAL FEATURES

11.1 Smokestack. The Building includes a brick smokestack which is inoperative. Declarant may, without consent of the Association, cause the smokestack to be dismantled and may retain all building materials for its own benefit, provided that Declarant shall (1) be responsible for the reasonable safety of the site, (2) repair any damage to the Building caused by such removal, (3) hold the Association harmless from and against any and all claims for property damage, personal liability or construction liens arising from such removal, and (4) restore the area of the smokestack to such reasonable condition as the Association may require, which area shall be a part of the General Common Elements.

11.2 Health Facility. The Building presently contains a room in the General Common Elements which is used for health facility equipment and is available for use by Owners and Occupants. The Association shall decide whether and on what terms to continue the use of the Health Facility, and may impose a reasonable separate fee as a condition of use of the Health Facility. The Association may not make the Health Facility available to the public, but may adopt Rules under which Owners and Occupants are permitted on a reasonable and occasional basis to have guests use such facilities.

11.3 Roof Facilities. Subject to Section 2.7, the stairwell to the roof and the rooftop facilities are General Common Elements, but are not available for general access. Subject to Section 2.7, access and control of use of these facilities shall be limited by the Board. Subject to Section 2.7, the Board may institute a standard charge for the use of the roof upon publication of a Rule.

11.4 Laundry Facilities. The Building contains a General Common Element area in which laundry equipment has been installed, which shall be subject to control by the Board. The Board may decide to remove all such equipment, to install Association owned equipment, or to lease such space to an independent commercial laundry service operator (provided that such laundry service is not intended to be available to the general public as a commercial operation but shall be available only to Occupants).

ARTICLE 12. AMENDMENT OF DECLARATION

12.1 General. Except as otherwise provided herein, this Declaration may be amended only by the written consent of Owners of Units which represent at least seventy (70%) of the Interests, or such greater percentage as may be required by the Act. Consent is not effective unless approved by the Unit's Mortgagee, if any. Amendments shall be prepared and executed by the President of the Association and shall become effective when recorded in the Register's Office. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded.

12.2 Requirement for Special Approvals of Certain Amendments. No amendment shall adversely affect a special right conferred on or reserved to Declarant under this Declaration without Declarant's written consent.

12.3 Material Amendments. A change to the provisions hereof affecting any of the following shall also require approval by 51% of Mortgagees: (a) voting rights; (b) assessments, assessment liens, or the priority of assessment liens; (c) reserves for maintenance, repair, and replacement of common areas; (d) responsibility for maintenance and repairs; (e) reallocation of Interests in the General or Limited Common Elements, or rights to their use; (f) redefinition of any Unit boundaries; (g) convertibility of Units into Common Elements or vice versa; (h) expansion or contraction of the project, or the addition, annexation, or withdrawal of property to or from the Condominium; (i) insurance or fidelity bond; (j) leasing of Units; (k) imposition of any restrictions on a Unit Owner's right to sell or transfer the Owner's Unit; (l) a decision by the Association to establish self-management when professional management had been previously engaged; (m) restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than as specified herein; (n) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or (o) any provisions that expressly benefit mortgage holders, insurers, or guarantors.

ARTICLE 13. RIGHTS OF MORTGAGE HOLDERS

13.1 Notice. Any holder, insurer or guarantor of a mortgage (including the vendor's interest in a land contract) encumbering a Unit that makes written request on the Association for the following, identifying the name and address of such person and the Unit number or address, any such holder, insurer or guarantor will be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing its mortgage;

(b) Any thirty (30) day delinquency in the payment of assessments owed by the Owner of the Unit on which it holds a mortgage or any breach of

the provisions of any instrument or rule governing the Condominium which is not cured by such Owner within thirty (30) days of such Owner's receipt of notice of such breach;

(c) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(d) Any proposed action that requires the consent of mortgage holders as specified in Article 12.

13.2 Mortgagee Acquisition of Unit. A Mortgagee acquiring title to a Unit pursuant to remedies provided in its mortgage or by a deed in lieu of foreclosure following an Owner's default under the mortgage shall not be liable for such Unit's unpaid assessments accruing prior to the Mortgagee's acquisition of title to the Unit (except to the extent that any uncollected assessments may be included in any subsequent budget or revision to a budget).

13.3 Restoration. Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with this Declaration and the original plans and specifications, unless other action is approved by at least fifty one percent (51%) of Mortgagees.

13.4 Termination. Any election to terminate the Condominium must require Mortgagee approval as follows: (1) fifty one percent (51%) in the case of such an election after substantial destruction or a substantial taking in condemnation of the Property and (2) sixty seven percent (67%) in all other cases.

ARTICLE 14. RIGHTS OF DECLARANT

14.1 Reserved Rights. Until the sale by Declarant of all Units in the Condominium, Declarant may:

(a) but shall not be obligated to, manage and operate the Condominium in accordance with this Declaration, including the right to contract for professional management of the Condominium, subject to section 4.4.

(b) use the General Common Elements and any unsold Units on the Condominium in any manner as may facilitate the sale or leasing of all Units including, but not limited to, in connection therewith, maintaining a sales and/or rental office or offices and models and showing the Condominium or maintaining signs.

(c) grant easements upon, over, through and across the General Common Elements as may be required for furnishing any kind of utility

services, including cable television or master antenna service, which easements may be granted to itself or its nominee and or as may be necessary for excavation and construction of any of the Units.

(d) grant easements upon, over, through or across the General Common Elements for permanent or temporary ingress and egress to and from the Condominium and other real property adjacent to it.

(e) lease Units owned by Declarant on such terms as Declarant desires.

(f) make alterations and changes to the design or exterior materials of any Unit or part thereof during construction.

ARTICLE 15. REMEDIES FOR VIOLATION BY OWNER

15.1 General Remedies. If any Owner or Occupant fails to comply with the Act, this Declaration, the Bylaws or the Rules, such Owner shall be liable for damages or any other remedy provided by the Bylaws or subject to injunctive relief, or all of the above, as a result of such noncompliance. The Association, or in a proper case, an aggrieved Owner, may bring an action because of such noncompliance.

15.2 Owner Violation; Association Right to Cure. In addition to any other remedies provided herein, if any Owner or Occupant fails to properly maintain its Unit or any part or portion thereof or the Limited Common Elements appurtenant thereto or otherwise comply with this Declaration, the Bylaws or the Rules, which failure continues for a period of fifteen (15) days following written notice from the Association, the Association shall have the right but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration or other action as the Association deems necessary or appropriate. Expenses incurred by the Association shall be assessed against the Unit's Owner and shall be subject to all rights and remedies reserved under this Declaration with respect to collection, expense, late payment penalties or interest, filing of a lien and/or foreclosure as reserved at Article 5 of this Declaration. Once the Association has taken such an action, it shall not be obligated to take any other or further action with respect to the same, similar or subsequent failure by the same or a different Owner of Occupant.

ARTICLE 16. SERVICE OF PROCESS

16.1 Agent. Service of process shall be made on Mibef Corporate Services, Inc., at 100 East Wisconsin Avenue, Milwaukee, WI 53202. Any change in the person or location for the service of process designated by the Association shall become effective upon the recording of notice thereof in the Register's Office.

ARTICLE 17. EASEMENTS

17.1 Right of Entry. A right of entry to each Unit is reserved to the Association and its agents to service utility installations provided request for entry is made in advance and at a convenient time for the Owner. In case of emergency, entry of a Unit may be made immediately, whether the Owner or Occupant of the Unit is or is not present and without liability to the Association or its agents. Any damage or loss caused as a result of such emergency entry shall be at the sole expense of the Owner if, in the reasonable judgment of those authorizing the entry, such entry was for emergency purposes.

17.2 Encroachments. If any portion of the Common Elements encroaches upon a Unit or any Unit encroaches upon the Common Elements or upon any other Unit or if any utility lines encroach upon either the Common Elements or a Unit, a valid easement for the encroachment and maintenance of same shall exist for the duration of the encroachment. Minor encroachments of parts of the Common Elements and utility lines due to reconstruction of part or all of a Unit shall be permitted and an easement for such encroachments and the maintenance thereof is prospectively reserved.

17.3 Further Easements. The Association may grant easements over and through the General Common Elements for such purposes as the Board deems reasonable for the benefit of the Owners.

ARTICLE 18. CONSTRUCTION AND EFFECT

18.1 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.

18.2 Including. Whenever used herein, the term "including" preceding a list of one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.

18.2 Captions. The captions and article and section headings in this Declaration are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.

18.3 Severability. If any portion of this Declaration or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. The remainder of this Declaration shall be valid, and enforced, to the fullest extent permitted by law

18.4 Remedies. All remedies herein are cumulative.

18.5 Waivers. Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. A waiver, consent or approval to any one matter shall not be deemed a waiver, consent or approval to any subsequent matter whether similar or not.

18.6 Assignment of Declarant's Rights. Declarant may from time to time assign any or all of the rights and benefits conferred on or reserved herein for Declarant in its status as such (as opposed to those rights or benefits conferred on or reserved for all Unit Owners or groups thereof), by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded in the Register's Office.

Executed at Milwaukee, Wisconsin, June 17, 1999.

Rainmaker Enterprises, Inc.

By: _____
Andrew G. Busalacchi, President

Authentication of Signatures

Signature of Andrew G. Busalacchi authenticated this June 17, 1999.

Sally A. Brown Notary Public

Hal Karas, Member, State Bar of Wisconsin
-or- Notary Public, Wisconsin. My Commission:
3-17-02

This instrument was drafted by
and should be returned to:

Hal Karas
MICHAEL, BEST & FRIEDRICH, LLP
100 E. Wisconsin Avenue, #3300
Milwaukee, WI 53202-4108

Attachments

Consent of Mortgagee to Declaration

Exhibit A Legal Description and Map of Condominium
Exhibit B Floor Plans of Condominium
Exhibit C Expansion Real Estate

CONSENT OF MORTGAGEE TO DECLARATION AND SUBJECTION OF MORTGAGE TO DECLARATION

This Consent is made as of June 17, 1999, by State Financial Bank ("Bank").

The Bank is the holder of a mortgage interest on the Property, and desires to confirm its consent to the Declaration and its intent to hereby subject the lien of its mortgage to the Declaration so that the Property as encumbered by the mortgage will consist of the Units as set forth in the Declaration.

Executed as of the date written above.

State Financial Bank

By: _____
Philip F. Hudson, Senior Vice President

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this June 17, 1999, the above named Philip F. Hudson, who acknowledged himself to be the Senior Vice President of State Financial Bank, and to me known to be the person who executed the foregoing instrument as such officer of such corporation, by its authority, and acknowledged the same.

_____
Notary Public, Wisconsin
My Commission: 3-17-02

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REGISTER'S OFFICE | SS
Milwaukee County, WI
RECORDED AT 3:24 PM
01-28-2000
REEL_____IMAGE_____
WALTER R. BARCZAK
REGISTER OF DEEDS

AMOUNT 20.00

Document Number

FIRST AMENDMENT TO DECLARATION OF WESTERN LEATHER LOFTS CONDOMINIUM

Document Title

THIS FIRST AMENDMENT ("Amendment") to Declaration of Condominium of Western Leather Lofts Condominium is made and entered into this January 27, 2000 by Rainmaker Enterprises, Inc. ("Declarant").

A Declaration of Condominium of Western Leather Lofts Condominium was recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on June 18, 1999, as Document No. 7760052, Reel 4587, Image 1382 ("Declaration"), which subjected certain real property in the City of Milwaukee, Wisconsin to the Condominium Ownership Act. Reference is made to the Declaration for the meaning of capitalized terms used herein.

Recording Area

Name and Return Address:
Hal Karas, Esq.
Michael Best & Friedrich LLP
100 East Wisconsin Avenue,
Suite 3300
Milwaukee, WI 53202

PIN:
354-0718-1 (PARCEL XXX) 354-0719-7
(PARCEL XXX)

The Declaration, at Section 2.4, reserved to the Owner of Unit 201 the right to separate its Unit. The Declaration, at Section 2.3, reserved to the Owner of Units the right to adjust the boundaries between Units. Declarant is the Owner of Units 104, 105 and 201 and desires to amend the Declaration to effect a separation of Unit 201, and a simultaneous relocation of the boundaries of Units 104 and 105 in the manner described below.

NOW THEREFORE, Declarant hereby amends the Declaration by (1) separating Unit 201 into Units 102, 103, 210, 211, 212 and 213, and (2) relocating and adjusting the boundaries of Units 103 and 210 (as created above), 104 and 105, on the following terms and conditions:

1. The first sentence of Section 2.1 of the Declaration is amended to read "The Condominium consists of 56 Units, as identified and shown on the Plat."

2. The Units created by this separation shall not be subject to further separation under Section 2.4.

3. Section 3.1 of the Declaration is amended to provide that each of Units 102, 103, and 210 through 213 shall have an Interest equal to 1.22%.

4. Exhibit B as recorded is expanded to include Exhibit 1B attached. Exhibit 1B is also intended as a correction instrument to correct an error in the original Plat, by which the dimensions of the portion of the Building identified on several pages of the Plat as 80 feet along Pearson Street and 100 feet along Marshall Street are reversed, that portion of the Building is 100 feet along Pearson Street and 80 feet along Marshall Street.

5. Declarant, as the Owner of Units 104 and 105, hereby grants and conveys to itself as the Owner of Units 103, 210 and 213 the portions formerly of Units 104 and 105 which are

Q

shown on Exhibit 1B as now being included in Units 103, 210 and 213. The space formerly occupied by portions of walls which formed the perimeters of former Units 104, 105 and 201 are now part of the Units as shown on Exhibit 1B, and the walls which have been installed by Declarant to physically enclose the new limits of Units 102 through 105 and 210 through 213 are part of the General Common Elements. The perimeter of Units 104 and 105 have been adjusted to also create additional General Common Element as shown on Exhibit 1B. There shall be no change in the Interest attributable to any of Units 103, 104, 105 or Unit 210.

6. Except as otherwise stated herein, the Declaration shall remain unchanged and in full force and effect.

7. The Mortgagee identified below holds a mortgage on Units 104, 105 and 201 and is executing this Amendment in order to grant consent to the actions taken herein. The property subject to such mortgage shall now include Units 102, 103 and 210 through 213 instead of Unit 201, and is deemed modified to reflect the other modifications herein.

Executed as of the date written above.

Rainmaker Enterprises, Inc.,

By:_____
Andrew G. Busalacchi, President

Western Leather Lofts Condominium Association, Inc.

By:_____
Andrew G. Busalacchi, President

State Financial Bank

By:_____
Philip F. Hudson, Senior Vice President

UNOFFICIAL COPY

AUTHENTICATION AND ACKNOWLEDGMENT OF SIGNATURES

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me this 27th day of January, 2000, the above named Andrew G. Busalacchi, the President of Rainmaker Enterprises, Inc., and Western Leather Lofts Condominium Association, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same.

Sally A. Brown

Notary Public, State of Wisconsin
My commission: 3-17-02

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me this 27th day of January, 2000, the above named Philip F. Hudson, the Senior Vice President of State Financial Bank, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Sally A. Brown

Notary Public, State of Wisconsin
My commission: 3-17-02

This instrument was drafted by:
Hal Karas, Esq.
Michael Best & Friedrich LLP

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UNOFFICIAL COPY

Legal Description

Lots 4, 5, 6, 7, 8, 9 and 10 in Block 7, Hubbard and Pearson's Addition of Lot 5 in the Northwest 1/4 of Section 21, Township 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, Sate of Wisconsin.

Lot 11, except the North 30 feet of the East 24 feet and except the East 6 1/2 feet of the South 70 feet of said Lot 11, in Block 7, in Hubbard and Pearson's Addition, in the Northwest 1/4 of Section 21, in Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

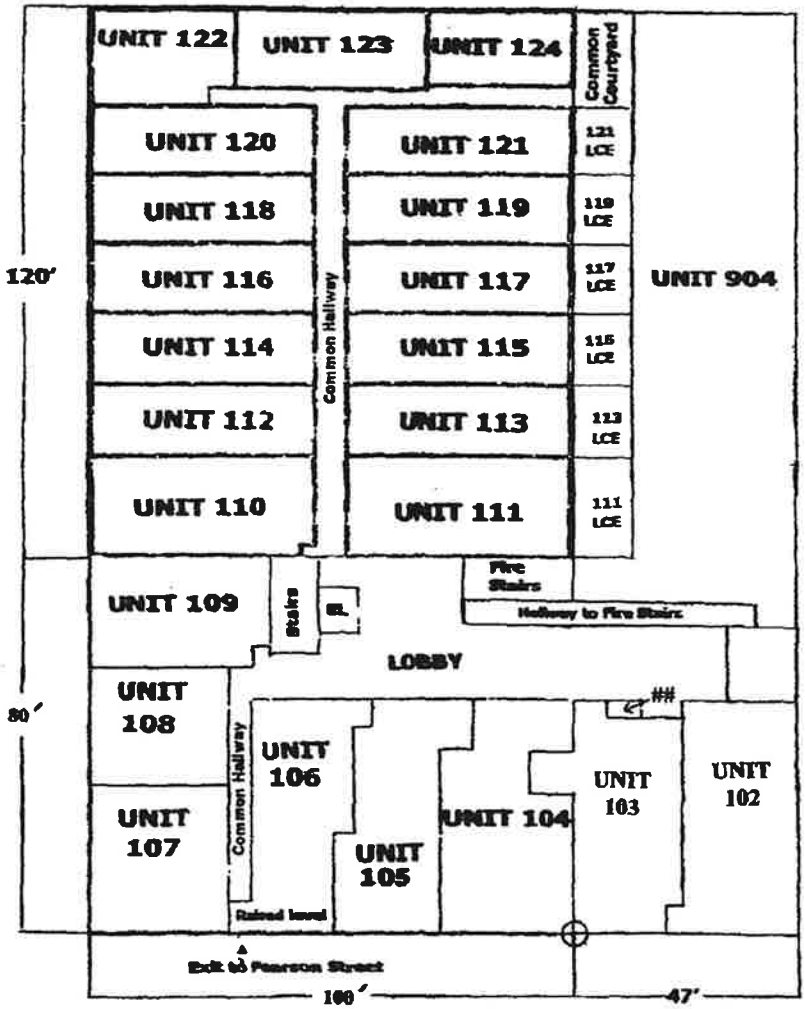
Units 104 - 124, 201, 301 - 304, 401- 404, 501 - 504, and 904 are located at 904 East Pearson Street, Milwaukee, Wisconsin.
Unit 1756 is located at 1756 North Marshall Street, Milwaukee, Wisconsin.

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WESTERN LEATHER LOFTS CONDOMINIUM
Milwaukee County, Wisconsin
Page 1 of 2
Correcting Page 4 of original Plat
FIRST FLOOR

First Addendum to Plat





This Addendum modifies the Condominium Plat of Western Leather Lofts Condominium. This Addendum is intended to show the separation of former Unit 201 and the simultaneous relocation of the boundaries of Units 104 and 105, so that such existing Units and new Units will be configured as shown hereon. These matters are more fully described in the First Amendment to Declaration. This Plat also constitutes a correction instrument to correct an error in the original Plat, by which the dimension of the portion of the Building identified on several pages of the Plat as 80 feet along Pearson Street and 100 feet along Marshall Street are reversed, and should reflect that the subject portion of the Building is 100 feet along Pearson Street and 80 feet along Marshall Street.

KEY	
EL	= Elevator
##	= Floor area used by Unit 103 Area above floor is common staircase

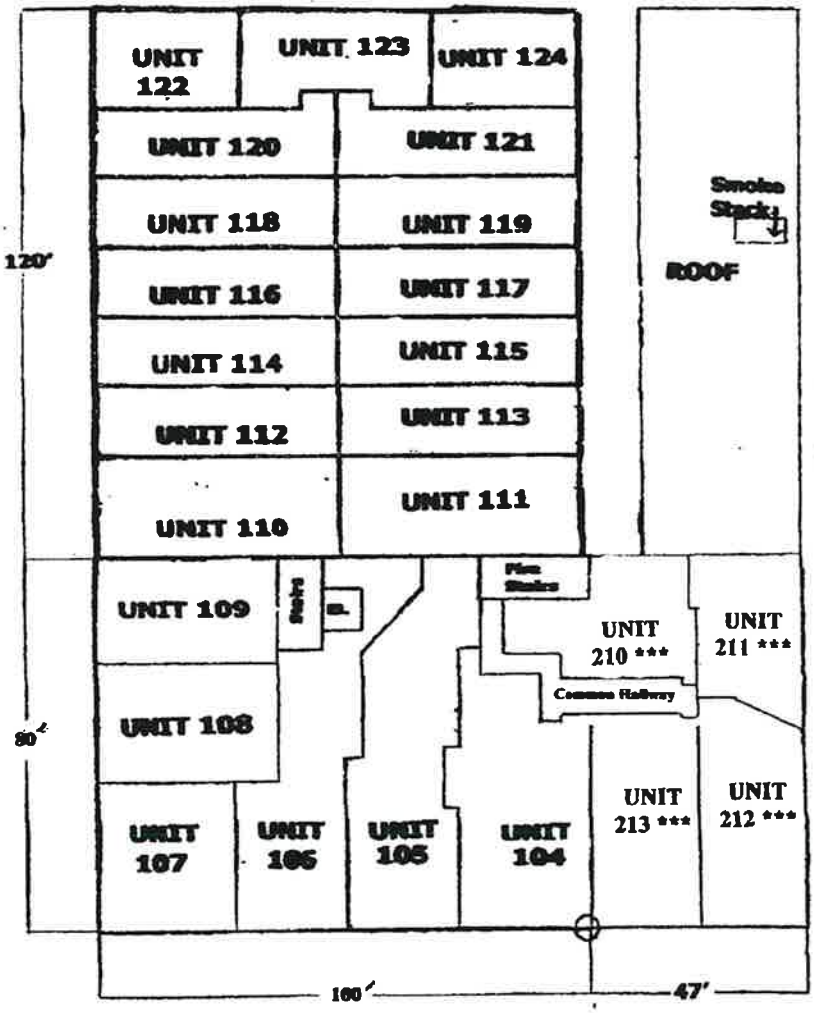
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WESTERN LEATHER LOFTS CONDOMINIUM
Page 2 of 2
Correcting Page 6 of original Plat

First Addendum to Plat

SECOND FLOOR

All Unit areas shown are loft areas except as noted ***



This Addendum modifies the Condominium Plat of Western Leather Lofts Condominium. This Addendum is intended to show the separation of former Unit 201 and the simultaneous relocation of the boundaries of Units 104 and 105, so that such existing Units and new Units will be configured as shown hereon. These matters are more fully described in the First Amendment to Declaration. This Plat also constitutes a correction instrument to correct an error in the original Plat, by which the dimension of the portion of the Building identified on several pages of the Plat as 80 feet along Pearson Street and 100 feet along Marshall Street are reversed, and should reflect that the subject portion of the Building is 100 feet along Pearson Street and 80 feet along Marshall Street.

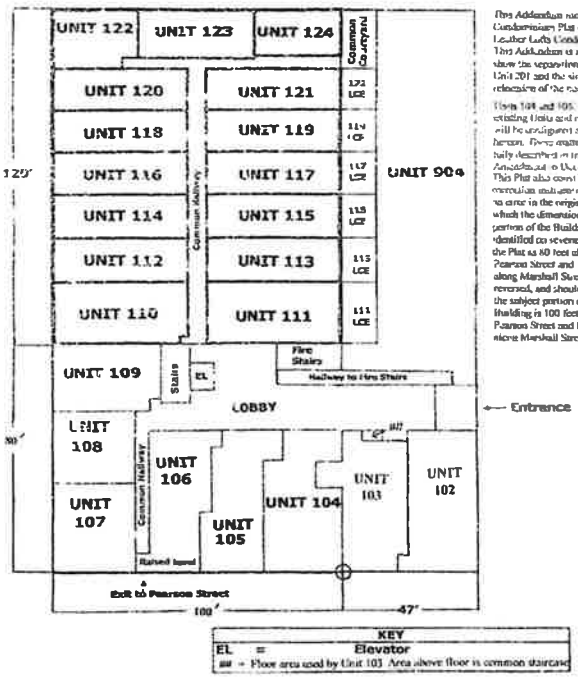


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WESTERN LEATHER LOFTS CONDOMINIUM
Milwaukee County, Wisconsin
Page 1 of 2
Correcting Page 4 of original Plat
FIRST FLOOR

First Addendum to Plat





This Addendum modifies the Condominium Plat of Western Leather Lofts Condominium. This Addendum is intended to show the separation of former Unit 201 and the simultaneous relocation of the boundaries of Units 104 and 105 to the new existing Units and new Units will be assigned as shown hereon. These matters are more fully described in the First Amendment to Declaration. This Plat also corrects a recitation inadvertently omitted in error in the original Plat, by which the dimension of the portion of the Building identified on several pages of the Plat as 80 feet along Pearson Street and 100 feet along Marshall Street are reversed, and should reflect that the subject portion of the Building is 100 feet along Pearson Street and 80 feet along Marshall Street

KEY	
EL	= Elevator
###	= Floor area used by Unit 103. Area above floor is common staircase

7867710 -WM
REGISTER'S OFFICE } SS
Milwaukee County, WI
RECORDED AT 3:49 P.M.
JAN - 8 2001
REEL ____ IMAGE ____
WILLIAM M. CASEY REGISTER OF DEEDS

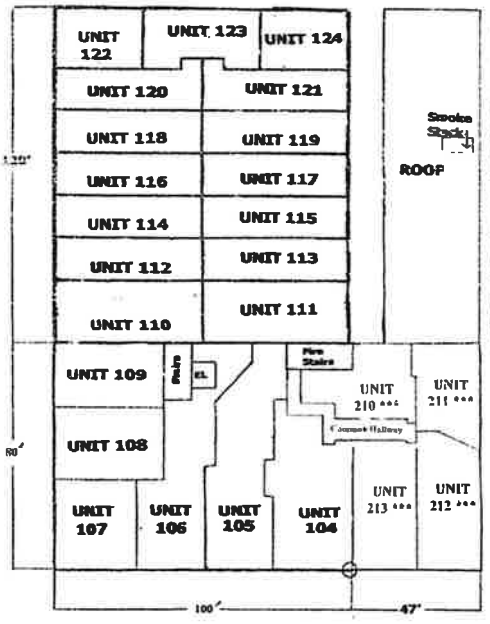
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WESTERN LEATHER LOFTS CONDOMINIUM
Page 2 of 2
Correcting Page 6 of original Plat

First Addendum to Plat

SECOND FLOOR

All Unit areas shown are loft areas except as noted ***



This Addendum modifies the Condominium Plat of Western Leather Lofts Condominium. This Addendum is intended to show the separation of former Unit 201 and the simultaneous relocation of the boundaries of Units 104 and 105, so that such existing Units and new Units will be configured as shown hereon. These matters are more fully described in the First Amendment to Declaration. This Plat also constitutes a correction instrument to correct an error in the original Plat, by which the dimensions of the portion of the Building identified on several pages of the Plat as 80 feet along Pearson Street and 100 feet along Marshall Street are reversed, and should reflect that the subject portion of the Building is 100 feet along Pearson Street and 80 feet along Marshall Street.

KEY	
EL =	Elevator

Legal Description

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Units 101 - 124, 201, 301 - 304, 401 - 404, 501 - 504, and 901 are located at 904 East Pearson Street, Milwaukee, Wisconsin.
Unit 1756 is located at 1756 North Marshall Street, Milwaukee, Wisconsin.

WESTERN LEATHER LOFTS CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION C

BY-LAWS

BY-LAWS OF

WESTERN LEATHER LOFTS CONDOMINIUM ASSOCIATION, INC.

ARTICLE 1. APPLICATION AND ORGANIZATION

1.1 Name. The name of the association is Western Leather Lofts Condominium Association, Inc. (the "Association").

1.2 Application. These By-Laws are adopted pursuant to the Declaration of Condominium of Western Leather Lofts Condominium (the "Declaration"). This Association is organized pursuant to the Act to administer the Condominium. Any and all present or future Owners or Occupants shall be governed by the Declaration, these By-Laws and the Act. Capitalized terms not defined herein have the meanings set forth in the Declaration. The Association shall be entitled to the benefits of the Wisconsin Nonstock Corporation Act to the extent it is not inconsistent with the Act.

1.3 Members. The Owners are the "Members" of the Association.

1.4 Initial Organization. Declarant shall designate the initial Board, consisting of three persons, none of whom must be Owners. Such Directors, or successors to any of them as designated by Declarant, shall continue to serve until the events specified in Section 4.3 of the Declaration.

1.5 Location. The Association may have offices at such places as the Board may from time to time determine or the Association may from time to time require.

ARTICLE 2. VOTING

2.1 Voting.

(a) Each Unit is vested with a vote equal to the numerical equivalent of its percentage Interest, so that the total number of votes is 100, as set forth in the Declaration. There shall be no cumulative voting.

(b) If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the Owners of the Unit and filed with the Secretary of the Association. If the owners of a Unit cannot agree on how to vote, such Unit shall lose its vote for the particular item to be voted upon.

(c) If a Unit is owned by a legal entity, the person entitled to cast the vote for the Unit shall be designated by a certificate of appointment signed by a duly authorized officer of such entity and filed with the Secretary of the Association. Certificates of appointment shall be valid until revoked or superseded by a subsequent certificate or a change in ownership to the Unit occurs.

2.2 Majority of Owners. A matter shall be deemed approved if approved by those Owners holding more than fifty (50%) percent of the votes to be cast on the particular matter to be voted upon.

2.3 Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of Owners shall constitute a quorum.

2.4 Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE 3. MEETINGS

3.1 Roster of Owners. Each Owner shall furnish the Association with the Owner's name and current mailing address. Until an Owner has furnished such information, the Owner may not vote at meetings of the Association.

3.2 Place of Meetings. Meetings of the Association shall be held at such place as is designated by the Board.

ANNUAL Meeting

3.3 Annual Meeting. The annual meeting of the Association shall be held on the second Tuesday of January of each year. At the annual meeting, Directors may be elected by the Owners. The Owners may also transact such other business of the Association as may properly come before them.

3.4 Special Meetings. The President shall call a special meeting of the Owners if directed by resolution of the Board or upon a petition signed by the Owners with more than 50% of the Interests and presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the Interests represented, either in person or by proxy.

3.5 Notice of Meetings. The Secretary shall deliver or mail a notice of each meeting, stating its purpose and the time and place where it is to be held, to each Owner at the address shown on the roster, at least ten (10) days but not more than thirty (30) days prior to such meeting, unless waivers are duly executed by all Owners. The delivery or mailing of a notice in the manner provided in this Section shall be considered notice served, effective upon the date of delivery or mailing.

3.6 Adjourned Meetings. If a quorum does not attend a meeting, the Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called and no additional notice shall be required.

3.7 Parliamentary Procedure. Except where inconsistent with these By-Laws, meeting of the Association shall be conducted in accordance with a current edition of Roberts Rules of Order.

3.8 Order of Business. The order of business at all meetings of the Members shall be as follows:

(a) Roll call.
(b) Proof of Notice of meeting or waiver of notice.
(c) Reading of minutes of preceding meeting.
(d) Reports of officers.
(e) Report of committees. Recruiting Committee
(f) Election of directors (when applicable).
(g) Unfinished business.
(h) New business.

ARTICLE 4. BOARD OF DIRECTORS

4.1 Number and Qualification. The affairs of the Association shall be governed by a Board composed of 3 persons. Subject to the provisions of Section 1.4, at least 2 Directors must be Owners (including, for this purpose, officers of Owners that are entities).

4.2 Election and Term of Office. Each Director shall hold office for a term of 2 years, and thereafter until a successor is elected and the successor has attended his or her first meeting of the Board. When more than one Director is to be elected at any meeting, each Unit shall cast votes for candidates equal in number to the Directors to be elected.

4.3 Powers and Duties. The Board shall have the powers necessary to administer the Condominium including, without limitation, the following:

(a) Making and enforcing Rules and amendments thereto (including enforcement through the establishment of a system of fines).

(b) Making and collecting assessments from the Owners in accordance with the provisions of the Declaration, and expending assessments for Common Expenses.

(c) Executing contracts on behalf of the Association, employing necessary personnel, and carrying out all functions and purposes necessary for the operation of the Condominium.

(d) Satisfying all liens against the Condominium and paying necessary expenses connected therewith.

(e) Employing a professional property manager, management company or managing agent to perform such duties as the Board shall authorize including the duties listed in this Section.

(f) Performing such other functions as are required by law.

4.4 Fees. No fee or other compensation shall be paid to any Director at any time except by specific resolution adopted by all of the Owners.

4.5 Reimbursement of Directors. Directors shall be entitled to reimbursement of all reasonable expenses relating to their activities as Directors.

4.6 Vacancies. A vacancy on the Board created by any reason other than removal by a vote of the Owners or the resignation of a Declarant appointed Director shall be filled by vote of the majority of the remaining Directors, even though they constitute less than a majority. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

4.7 Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors elected by the Owners may be removed with or without cause by a majority of the Owners and a successor elected by the Owners to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

4.8 Organization Meeting. The first meeting of a Board, after one or more Directors is newly elected, shall be held within ten (10) days of such election at such place as determined by the Board at the meeting at which such Directors were newly elected. No notice shall be necessary in order to legally constitute such meeting if a majority of the whole Board is present.

4.9 Regular Meetings. Regular meetings of the Board may be held at such time and place as is designated by a majority of the Directors, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for each meeting.

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

4.11 Waiver of Notice. Before or at any meeting of the Board, any Director may waive notice of such meeting in writing and such waiver shall be deemed the equivalent of notice duly given. Attendance by a Director at any meeting of the Board shall be deemed a waiver of notice. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

4.12 Board Quorum. A majority of the Directors shall constitute a quorum for the transaction of business at all Board meetings. If, at any meeting of the Board, less than a quorum is present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the original meeting may be transacted without further notice.

4.13 Fidelity Bonds. The Board may require that all officers and employees of the Association responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

4.14 Liability of Directors and Officers. No person shall be liable to the Association or Owners for any loss or damage suffered by it or them on account of any action taken or omitted to be taken as a Director or officer of the Association if such person exercised and used the same degree of care and skill as a prudent individual would exercise under the circumstances in the conduct of such individual's own affairs, or for any action or non-action based upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which was reasonably believed to be true. The foregoing shall not be exclusive of any other right or defense.

4.15. Indemnity of Directors and Officers.

(a) Every person who is or was a Director or officer of the Association (together with the personal representatives and heirs of such person) shall be indemnified by the Association against all loss, costs, damages and expenses, including reasonable attorneys' fees, asserted against, incurred by or imposed in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be made a party by reason of service as a Director or officer, except as to matters resulting in a final determination of gross negligence or willful misconduct on the part of such Director or officer. In event of settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of such person as a Director of officer in relation to the matter

involved. The Association, by its Board, may indemnify in like manner, or with any limitations, any employee or former employee of the Association, with respect to any action taken or not taken as an employee. This right of indemnification shall be in addition to all other rights and defenses.

(b) All liability, loss, damage, costs and expense incurred or suffered by the Association in connection with the foregoing indemnification shall be a Common Expense; provided, however, that nothing in this Section shall be deemed to obligate the Association to indemnify any Owner who is or has been an employee, Director or officer of the Association with respect to duties or obligations imposed by the Declaration, Articles or these By-Laws due to such person's status as an Owner.

ARTICLE 5. OFFICERS

conflicts with Article 4 stating 3 person Bd. see Section Article 4.2

5.1 Designation. The principal officers of the Association shall be a President, Vice-President, Secretary and Treasurer, all of whom shall be elected by the Board and serve one year terms. The Directors may appoint an assistant treasurer and an assistant secretary, and such other officers as in their judgment may be necessary.

5.2 Election of Officers. The officers of the Association shall be elected annually by the Board. Officers shall hold office at the pleasure of the Board.

5.3 Removal of Officers. Upon an affirmative vote of a majority of the Board, any officer may be removed, either with or without cause, and a successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

5.4 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board. The President shall have all the general corporate powers and duties which are usually vested in the office of president of a non-profit corporation, including, but not limited to, the power to appoint committees from among the Members from time to time as appropriate to assist in the conduct of the affairs of the Association.

5.5 Vice President. The Vice President shall take the place of the President whenever the President is absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint a Director to serve in such capacity on an interim basis. The Vice President shall also perform such other duties as imposed by the Board from time to time.

5.6 Secretary. The Secretary shall keep the minutes of all meetings of the Board and the Association, The Secretary shall have the charge of such books and papers as the Board directs and in general, perform all duties incident to the office of Secretary. The Secretary shall count the votes cast at any annual or special meeting of the Association or the Board of Directors.

5.7 Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all Association receipts and disbursements. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as designated by the Board.

5.8 Compensation. No officer shall receive compensation for services rendered the Association unless authorized by a resolution of the Owners, but may be reimbursed for actual out of pocket expenditures.

ARTICLE 6. FISCAL MATTERS

6.1 Budget. The Board shall annually adopt a budget of Common Expenses and other items as provided in the Declaration.

6.2 Assessments.

(a) The estimate of Common Expenses shall be assessed against each Unit on an annual basis and paid in monthly installments as provided in Article 5 of the Declaration. Assessments shall be levied among the Units in accordance with their Interests except (1) special assessments, fines, fees or charges, and (2) when the Declaration requires or permits that assessments be levied on fewer than all Units. If the annual assessment based on the budget proves inadequate, or if special circumstances arise, the Board at any time may levy a special assessment for any purpose for which a general assessment may be levied which special assessment shall be payable in such reasonable manner as the Board directs.

(b) Assessments and installments of assessments shall be paid on or before ten (10) days after the date when such assessments and installments are due. Any assessment or installment not paid within ten (10) days of its due date shall be delinquent and the Owner shall be charged interest at the rate of twelve (12%) percent per annum on the unpaid assessment or installment of such assessment. Interest shall accrue from the date when the assessment or installment was first due until paid. All payments upon account shall be first applied to interest, if any, and then to the assessment payment first due.

6.3 Unpaid Assessment Could Cause Loss of Vote or Lien on Unit. No Owner who is more than ten (10) days delinquent in the payment of an assessment or installment on an assessment shall be entitled to vote at any regular or special meeting of the Owners. If a

Owner fails to timely pay an assessment or installment such failure shall be in default and the Board shall take appropriate measures as allowed by the Declaration or at law, including, but not limited to, the filing of a statement of lien in accordance with the Declaration, which statement shall be signed and verified by the Secretary of the Association or any other officer authorized by the Board.

6.4 Depositories. The funds of the Association shall be deposited in such bank(s) or other depositories designated by the Board and shall be withdrawn therefrom only upon check or order signed by the officers who shall from time to time be designated by the Board for the purpose. The Board may elect to require Owners to pay assessments imposed by the Board directly to a designated depository. The Board may elect to direct that checks of less than $500 for payment of Association obligations bear only one (1) signature of a designated officer and that checks for a greater amount bear a signature and counter-signature of designated officers.

6.5 Fiscal Year. The fiscal year of the corporation shall begin on January 1 and end on December 31 of each year.

ARTICLE 7. AMENDMENTS

7.1 Amendments. These By-Laws may be amended by the Owners of Units representing at least 67% of the total Interests. No amendment shall limit any right herein granted to or reserved by Declarant or its successors and assigns.

ARTICLE 8. MORTGAGES, STATEMENT OF UNPAID ASSESSMENTS

8.1 Notice to Association. Any Member who mortgages a Unit shall notify the Secretary of the Association of such mortgage or mortgages and the name and address of the mortgage or mortgagee(s). The Secretary of the Association shall maintain a record of the names and addresses of all mortgagees of which the Secretary is given notice.

8.2 Notice of Unpaid Assessments. Upon twenty (20) days request by a mortgagee, proposed mortgagee or purchaser who has a contractual right to purchase a Unit, the Association shall furnish a statement setting forth the amount of the then unpaid assessments pertaining to such Unit. If any mortgagee, proposed mortgagee or purchaser of such Unit, in reliance upon such statement disburses mortgage loan proceeds or expends the purchase price, such mortgagee, proposed mortgagee or purchaser shall not be liable for, nor shall such Unit be subject to a lien which is not properly filed in accordance with law prior to the date of the statement, for any unpaid assessments in excess of the amount set forth in the statement. If the Association does not provide such a statement within twenty (20) business days after such request, then the Association is barred from making claim for any delinquent

assessments other than against any such mortgagee, proposed mortgagee or purchaser under a lien properly filed in accordance with law prior to the request for the statement.

8.3 Notice to Mortgagee. Any notice required or permitted to be given to any mortgagee pursuant to these By-Laws shall be deemed given if mailed or delivered to such mortgagee at the address shown in such record and shall be deemed effective as of the date of mailing or delivery.

ARTICLE 9. CONFLICTS

9.1 Conflicts. If any provision of these By-Laws conflicts with the Declaration, the Declaration will control.

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WESTERN LEATHER LOFTS CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION D

ARTICLES OF INCORPORATION

RECEIVED
JUN 22 1999
WISCONSIN
DFI

ARTICLES OF INCORPORATION
OF
WESTERN LEATHER LOFTS CONDOMINIUM ASSOCIATION, INC.

The undersigned, acting as incorporator for the purpose of forming a non-stock, non-profit corporation under the provisions of Chapter 181 of the Wisconsin Statutes (the "Law"), hereby adopts these Articles of Incorporation:

1. Name. The name of the corporation shall be Western Leather Lofts Condominium Association, Inc. (the "Association").

2. Existence. The Association shall have perpetual existence.

3. Purposes. The Association is organized pursuant to a certain Declaration of Condominium of Western Leather Lofts Condominium recorded in the office of the Register of Deeds of Milwaukee County ("Declaration"), to which reference is made for the definition of capitalized terms herein, and shall have the following purposes: (a) to serve as an association of owners of Units within the Western Leather Lofts Condominium (the "Condominium"); (b) to provide for the administration, maintenance, preservation and control of the Property and Common Elements located therein; (c) to assess the owners of Units for the cost of the foregoing; and (d) to engage in any lawful activity within the purposes for which a non-stock corporation may be organized under the Law, subject, however, to the Declaration.

4. Members. Members shall consist of the Owners, as defined in the Declaration.

5. Principal Office. The location of the initial principal office of the Association shall be 904 East Pearson Street, Milwaukee, Wisconsin 53202.

6. Registered Agent. The initial registered agent & registered office shall be MIBEF Corporate Services, Inc., 100 East Wisconsin Avenue, Suite 3300, Milwaukee, Wisconsin 53202-4286.

7. Incorporator. The name and address of the incorporator is:

Andrew G. Busalacchi
904 East Pearson Street
Milwaukee, Wisconsin 53202

ACCT# 0000001522 CLASS CODE 340
TRX# 0001071515 $25.00
ACCT# 0000001522 CLASS CODE 310
TRX# 0001071514 $35.00

8. Stock and Dividends. The Association is not authorized nor issue shares of stock. No dividend shall ever be paid and no part of the assets or surplus of the Association shall be distributed to its Members, directors or officers. The Association, upon specific resolution by the Members, may pay compensation in reasonable amounts to

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members, directors or officers for services rendered and may confer benefits upon its members in conformity with its purposes.

9. Dissolution. The Association may be dissolved only upon the removal of the Condominium property from the Condominium Act. Upon dissolution, other than incident to a merger or consolidation, all of the assets of the Association, after payment of its liabilities, shall be distributed to one or more non-profit corporations, societies, trusts or other organizations and/or dedicated to an appropriate public agency or agencies; provided, however, that any such non-profit corporation, society, trust, other organization or public agency has purposes deemed by a majority of the directors of the Association to be similar to those of this Association and that if no such entity is deemed to exist, then all of such assets, after payment of such liabilities, shall be distributed to a non-profit corporation, society, association, trust or other organization, or any one or more of the foregoing, devoted to the promotion of aesthetic, cultural or educational purposes.

Executed on this June 17, 1999.

Andrew G. Busalacchi

State of Wisconsin)
) ss
Milwaukee County)

Personally before me, this June 17, 1999, came Andrew G Busalacchi, to me known to be the person who executed the foregoing Articles of Incorporation, and acknowledged that he executed the same for the purposes therein contained.

Notary Public, State of Wisconsin
My commission: 3-17-02

This document was drafted by:
Hal Karas, Esq.
Michael, Best & Friedrich LLP
100 East Wisconsin Avenue
Milwaukee, Wisconsin 53202
x:\cl\client\0\7824\1\0002\tj=0475.=52;06/15/99

WESTERN LEATHER LOFTS CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION E

MANAGEMENT CONTRACT

MANAGEMENT AGREEMENT

On November 4, 2025, Western Leather Lofts Condominium Association, Inc.(The "Association"), located at 904 E. Pearson Street, Milwaukee, WI 53202, and Hunt Management Incorporated, ("**Agent**"), located at 10520 N. Baehr Road, Suite Q, Mequon WI 53092 United States, hereby enter into this Management Agreement (the "Agreement"), under which the Association hereby appoints Hunt Management Incorporated as its sole and exclusive managing agent. Agent shall perform the following services in the name of and on behalf of the Association, and the Association hereby gives Agent the authority and power required to perform these services.

1. **TERM**. This Agreement shall be effective as of January 1, 2026 and is for a one (1) year term (the "**Initial Term**"). Upon expiration of the Initial Term, this Agreement shall automatically renew for successive twelve (12) month periods (the "**Renewal Term**"), unless either party gives written notice not more than ninety (90) days and not less than sixty (60) days prior to the expiration of the then current term of the Agreement of its intention not to renew the Agreement. The Management Fee, as defined below, shall increase on the first day of each successive Renewal Term by a minimum of 3.00%, or by such higher amount as approved by the Board of Directors.

2. **COMPENSATION.** The compensation to which Agent shall be entitled shall consist of the following:

   (a) **Recurring Routine Services.** For Recurring Routine Services, Agent shall be compensated according to the following schedule (the "**Management Fee**"), the current Management Fee being due and payable monthly in advance. Such compensation covers the overhead expenses of Agent, including salaries of Agent's employees (excluding the compensation for reimbursable On-Site Personnel specifically provided for in Section 9); local travel expenses to and from the Property, as defined in Section 4; fees for basic services (other than those identified in Exhibit A), which shall include financial management, as defined in Section 6; and general administration and day-to-day physical systems management. The Association shall also reimburse Agent for all other travel expenses incurred for conducting business on behalf of the Association at the then-current per-mile rate established by the IRS.

AGREEMENT PERIOD	MANAGEMENT FEE
1-1-26– 12-31-26	1,600.00 $ per month
Onboarding Fee: $ 1,600.00	Board Meetings: $100.00 per hour
Current Unit Count: 56	Inspections: $100.00 per hour

   (b) **Periodic Routine Services.** Agent shall perform certain periodic, routine services, including but not limited to mailings, photocopying, sending of registered notices to owner members of the Association (the "**Owners**"), and other items according to the fees set forth in Exhibit A. Changes in fees for Periodic Routine Services will become effective January 1st of each year.

   (c) **Non-Routine Services.** Agent shall maintain availability for services related to certain non-routine activities, which shall be performed with the prior or implied authorization of the Association's Board of Directors (the "**Board**"). Non-Routine Services may include, but are not limited to, the following: research, court appearances, depositions, subpoenas, discovery, consultation with attorneys related to the Association's role as plaintiff, defendant, co defendant or witness in any action (including court appearances, depositions, and witness testimony), preparation and development of special reports, collation and/or dissemination of records and compilation of information requested by the Board, the Association's attorney, or others, insurance claim administration, and administration and enforcement of rules or other obligations of the Association or its membership.

Charges for services performed under this Section shall be at (i) rates mutually agreed upon by Agent and the Association at the time work is authorized, or (ii) hourly rates stipulated in Exhibit A then in effect. Fees for Non-Routine Services shall be recorded by Agent in an itemized form and billed on a monthly basis. Invoices shall be due and payable within ten (10) days of billing. The Association must identify any billing errors or request any adjustment to any paid bill for Non-Routine Services within thirty (30) days of receipt; otherwise, all bills shall be deemed correct and any rights to adjustments waived. Outstanding obligations to Agent fifteen (15) or more days beyond the due date will

incur a monthly charge of 1.50% of the total outstanding amount due Agent, to be calculated on the first day of each month.

3. ADMINISTRATION OF SERVICES. Agent will provide the Association with the services described in this Agreement in a competent manner consistent with the terms of this Agreement and standard professional practices in the property management industry. Agent will use its best efforts to systematically respond to the requirements necessary to administer the Association and meet the obligations contained herein. Agent will establish its own internal methods and processes, and the Association agrees that it will not unreasonably interfere with Agent's discharge of its duties. When regarded as necessary in its professional opinion, Agent is authorized to consult with the Association's legal counsel concerning the operation of the Association. Agent does not have the authority to provide and shall not be responsible for providing legal advice to the Association regarding the interpretation or application of law.

Agent shall administer the Association's affairs in accordance with the provisions of policies adopted by the Board and this Agreement, except any changes by the Board that may have a material effect on the workload of Agent or its schedule shall have the concurrence of Agent's President in writing. The Association acknowledges that, at its sole discretion, Agent may enhance its business practice by changing its business procedures from time to time. Such changes, however, will not materially change the service or level of service provided within the scope of this Agreement and shall not result in additional charges to the Association unless approved by the Board or unless such charges are the direct result of measures required to maintain the security of the Association's funds or data, in which case Agent shall immediately advise the Board.

Agent may utilize an online portal to ensure that third-party vendors engaged on behalf of the Association comply with Agent's minimum standards of professionalism ("**Associa Vendor Access**"). Associa Vendor Access enables third-party vendors to self-manage their business information, including but not limited to W-9's and insurance certificates. Associa Vendor Access allows the Association to have access to a searchable vendor database and improved payment processing efficiency by allowing for direct upload of invoices into Agent's payment system, with the ability to monitor the payment status of all invoices. The Association acknowledges and agrees that all third-party vendors engaged to perform services or provide goods to the Association shall enroll through Associa Vendor Access.

4. CONTRACT DOCUMENTS. Upon commencement of this Agreement, the Association shall provide Agent with:

(a) Specifications for the general and limited common elements (in the case of a condominium association) or common areas (in the case of a homeowners association) and its improvements (the "**Property**");

(b) Copies of all guarantees and warranties in effect;

(c) Copies of the recorded Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions and the Bylaws of the Association, as amended (collectively, the "**Founding Documents**");

(d) Copies of resolutions, policy statements, and rules and regulations in effect that have been adopted by the Board on behalf of the Association, including all properly executed modifications, amendments, changes, or supplements thereto issued subsequent to the execution of the Agreement (collectively, with the Founding Documents, the "**Governing Documents**"); and

(e) Copies of opening balances, Owner records, books of resolutions, financial reports, and Association state and federal tax returns.

The information and records provided to Agent by any source designated by the Board during the transition to Agent are deemed to be accurate and correct.

5. LIAISON WITH THE BOARD. The Board shall appoint a designated Director of the Board to communicate with Agent on any matter relating to the Association (the "**Liaison**"). If no Director is specifically named, the Board President shall serve as the Liaison. Notwithstanding the appointment of one or more Liaisons, Agent shall communicate with the Directors, Officers, and Committee Chairmen of the Association in the exercise of their mutual and respective responsibilities.

6. FINANCIAL MANAGEMENT. Agent shall assist and/or advise the Board in all matters relating to Association income of any source and expenditures of any nature, including but not limited to the following duties:

(a) **Collections.** Agent shall use its best efforts to collect all general and special assessments as they become due and payable from all Owners as identified on the rolls initially provided Agent by the Association, and as such are changed from time to time by written notification to Agent of changes in individual ownership, and monies due from sources which are obligated to or for the benefit of the Association. Agent is not liable for ownership changes or charges to units or homes for which Agent has not been notified. The Board authorizes Agent to request, demand, collect, receive, and issue a receipt for charges, assessments, or rents due the Association which may at any time become due by way of legal process or otherwise as may be required for the collection of delinquent assessments from the Owners, except that any refunds that may be due the Association from the

IRS shall be monitored and collected by the Association's independent auditor/accountant, and all communications with the IRS will be through the Association's independent auditor/accountant. All expenses related to the collection of delinquent accounts shall be an expense of the Association.

(b) **Deposits.** The Association agrees that for uniform processing and cost efficiencies, Agent will determine the receiving post office, lockbox, and financial institution(s) into which the Association's operating funds are deposited and maintained. All of the Association's account(s) will be established and maintained in a manner to indicate Agent's custodial nature thereof. The financial institution or institutions selected by Agent shall be insured by the federal government; the account or accounts shall be in the Association's name and federal tax identification number; and the Association's funds shall not be commingled with funds of any other party. Association agrees that such financial institutions may include Partner Institutions (as defined in Section 19) and acknowledges the disclosures in Section 19 regarding Agent's relationships with such Partner Institutions. Except as otherwise directed by the Association in accordance with paragraph (e) of this Section 6, Agent will maintain Association reserves and savings in deposits or certificates of deposit with such financial institution(s) as the Board may designate, which financial institution(s) may include Partner Institutions

(c) **Disbursements.** Agent shall cause disbursements to be made regularly and punctually. Agent shall establish and monitor its internal procedures with regard to purchase order processes, data input, schedules, and generation and disbursement of payable checks. The Association agrees that Agent may pay the Association's obligations via electronic payment methods including ePay. The Association agrees to conform to the schedules established by Agent to ensure timely payment of the Association's obligations and effect an audit trail. Agent is authorized to effect automatic payments, which will require no further action by the Board, for disbursements consisting of: (i) any taxes payable; (ii) insurance premiums; (iii) Agent's monthly compensation for services and expenses; (iv) reimbursable payroll and benefits; (v) utilities; (vi) emergencies constituting a threat to health or safety; and (vii) other expenses that, left unpaid, could adversely impact Agent's reputation or creditworthiness.

(d) **Financial Reports.** Agent shall maintain a record of all income and expenses, assets, and liabilities with a monthly financial statement consisting of a balance sheet, profit and loss statement, and general ledger reflecting actual versus budgeted activity on a cumulative basis from the commencement of the fiscal year until the date of the report to the Board. Agent shall not be obligated to prepare a tax return but may do so at an additional expense if requested. Agent will reconcile the Association's operating accounts on a monthly basis and will timely reconcile Association's investment accounts for which the financial institution does not issue monthly statements, upon Agent's receipt of such statements.

(e) **Investments.** If directed by the Association, Agent will purchase negotiable instruments, certificates of deposit, treasury bills, or such other investments as the Association may specify. The Association will designate the specific investments and amounts to be purchased and, in the case of investments that are securities, the brokerage and custodial institutions through which such investments are to be executed and maintained in the name of the Association. Any investment service fees will be at the expense of the Association. Agent is not an investment or financial advisor and makes no representation to this effect, and Agent does not purport to substitute for the services of such. All risks associated with the decision to buy such financial products shall be borne by the Association.

(f) **Annual Budget and Variances.** No less than thirty (30) days before the end of the fiscal year, Agent shall submit to the Board's Treasurer a baseline budget for the ensuing fiscal year. The current fiscal year operating budget adopted by the Board shall serve as the supporting document for the schedule of assessments of the Owners for the new fiscal year. The budget shall constitute the major control under which Agent shall operate, and there shall be no substantial deviations therefrom, excluding such expenses as utilities, taxes, fuel, license fees, insurance and other expenses not within the control of Agent, except as may be approved by the Board. Agent shall prepare a baseline budget and a final fiscal year operating budget at no additional charge. Agent shall not be responsible for variances between the budget and actual income or expenditures since the budget is an estimate to be used only as a guide and management tool. It is understood by Agent and the Association that the Association has final approval and is responsible for any omissions or revisions to its budget.

The annual budget adopted by the Board, as well as this Agreement, shall be the conclusive authorization for Agent to cause routine maintenance of the Property to be performed. Agent shall advise the Board in appropriate detail of all such maintenance in the next monthly management report and as reflected in the monthly financial statement.

7. **GENERAL ADMINISTRATION.** Agent shall establish internal procedures to systematically respond to service requests from the Board, Committees, and Owners, consistent with the obligations contained herein. Agent shall assist the Board in the following administrative matters:

(a) **Files and Rosters.** Agent shall maintain records and files of information relative to the administration of the Association and will update the files as circumstances warrant, excluding routine e-mail. Electronic communications such as e-mail or voicemail will not be considered official records of the Association. Such files shall include a roster of known absentee Owners and other data necessary to properly administer the Association's affairs, to the extent that such data has been provided to Agent by the Association, closing attorneys, mortgagees, and others at the point of transfer. Should individual Owners or others not willingly cooperate with the Association or Agent in providing information necessary to maintain up-to-date records, any research cost, including internet searches, to accomplish same shall be an additional Association expense. All office records, books, and accounts maintained either at the Association's offices or in Agent's offices shall be made available for inspection, pursuant to any state regulations, by any and all Owners or their authorized representatives or contract purchasers upon reasonable notice, during regular business hours.

(b) **Meeting Administration and Attendance.** Agent shall supervise the organization of all general membership meetings and, in particular, the Annual Meeting of the Association. Agent shall not record the minutes of any meeting. Agent shall attend Board meetings and all membership meetings as reasonably requested by the Board. Unless otherwise agreed in advance, evening meetings will be conducted Monday through Thursday. Any meeting will be subject to extra charges in accordance with the rates in Exhibit A.

(c) **Expenditure Commitment Limits.** Except as otherwise provided in this Agreement, the expenses incurred by Agent for benefit of the Association shall not exceed the sum of $1,500 for any one item of repair or replacement, unless specifically authorized by the Board or its Liaison or provided for in the approved budget of the Association, provided that emergency repairs that involve manifest danger to life or property, are immediately necessary for the preservation and safety of the Property or Owners and their guests, or are required to avoid the suspension of any necessary services to the Association, may be made by Agent irrespective of the cost limitation imposed by this Section.

(d) **Insurance Administration.**

The Association's Board acknowledges that it has an obligation to timely acquire and maintain all forms of insurance for the Association as required by the Governing Documents and as dictated by prudent business practices.

Agent shall diligently process all claims for which the Association is responsible. Should Agent perform the tasks of a general contractor, including, but not limited to, acting as the supervisor for construction or reconstruction activities for the Association, or should Agent act as administrator, investigator, supervisor, coordinator, processor, or follow-up for insurance losses or any other insurance claim matters on the Association's behalf, Agent shall be compensated at additional hourly rates for such services as outlined in Exhibit A or at a rate of twenty percent (20%) of the loss, whichever is greater. The compensation for this administration shall be included as part of the claim.

(e) **Required Filings and Reports by Agent.** Agent shall prepare for execution and filing by the Association:

(i) All forms, reports, and returns required by law in connection with unemployment insurance, disability benefits, Social Security, and other similar taxes now in effect or hereafter imposed, if any (but specifically excluding any income tax returns);

(ii) Resale certificates, as may be required by applicable law, following receipt of a written/electronic request together with the required fee plus postage and inspection for such;

(iii) Mortgage lender letters as may be required by mortgage firms, following receipt of a written/electronic request together with the required fee for such from the mortgage company or other responsible party; and

(iv) Other information, upon written/electronic request, associated with the sale, leasing, or financing of units/homes, as available and when requisite fees are paid.

(f) **Computer Programs.** If Agent provides the computer program C3 or similar software for which Agent holds a license(s), implemented on-site and connected to Agent's computer network, such program shall remain the exclusive property of Agent at all times, and the Association will not take actions or introduce software or other features which may be deemed by Agent to jeopardize any part of Agent's computer

network. The Association will confer with Agent before instituting any changes to the Association's network. The Association will not make changes that may cause Agent's software to be inoperable on the site or violate the security of the system or data, or cause Agent to incur additional expense to protect Agent's network, or may interfere with Agent's software requirements necessary to meet the requirements contained in this Agreement. If Agent's employees are required to respond to software or hardware issues at the Association's site that are found to be unrelated to the reliable functioning of Agent's software, an hourly charge in accordance with Exhibit A will be incurred.

(g) **Information Processing.** Agent shall work directly with parties associated with resale processing, lender questionnaires, and other resale related services. Agent may charge such parties a fee for its work related thereto, and such fees will be the direct income of Agent. The Association shall have no right to such fees.

(h) **Administration of Rules.** Agent, in accordance with Board-adopted policies and Exhibit A, shall inform Owners and other residents who may be in violation of the Governing Documents and shall take such actions to attempt to cure such violations as are consistent with Board policy.

(i) **Emergency Services Program.**

Agent shall establish and maintain a twenty-four (24) hour, seven (7) days a week, system for one-way communications from Owners regarding property damage emergencies. Such emergencies include no heat, hot water or air-conditioning, electrical failure, suspected gas leaks, fire, broken water pipe or major leak, sewer back-up, or property damage (i.e. storm damage, vandalism, etc.). Residents calling the emergency on-call service will be required to provide the Association's name, their name, and a telephone number at which they can be reached. After-hour responses to non-emergencies will be billed in accordance with Exhibit A.

(j) **Security Disclaimer.**

Agent shall not in any way be considered an insurer or guarantor of security within the Property. Agent shall not be held liable for any loss or damage by reason of failure to provide adequate security or for ineffectiveness of security measures undertaken. The Board, on behalf of the Association, Owners and occupants, tenants, guests and invitees, as applicable, acknowledges that Agent does not represent or warrant that any fire protection, burglar alarm systems, access control systems, perimeter walls or fencing, patrol, smoke, burglary, theft, hold-up, surveillance equipment, monitoring devices or other security systems/personnel will provide the detection or protection for which it is designed or intended.

8. PHYSICAL SYSTEMS MANAGEMENT. Agent shall assist the Board and/or the Association's employees and contractors in matters related to the maintenance of the Property.

Agent has no authority or responsibility for maintenance of or repairs to individual dwelling units. Such maintenance and repairs shall be the sole responsibility of the Owners. Each Owner may contract with Agent or Agent's affiliates on an individual basis for the provision of certain maintenance and other related services which will be paid for in accordance with the agreement between Agent and the Owner.

On behalf of the Association, Agent shall secure contracts for the maintenance and physical plant operation of the Property, typically through a competitive bidding process, for Board approval. Agent shall oversee these contracts to ensure the cleanliness and working conditions of all common building areas and equipment, including, as applicable, central systems, light fixtures, fire extinguishers, entry doors, common facilities and areas, etc. Agent shall make periodic inspections of all ground areas and landscaping improvements to determine whether such are receiving adequate care and maintenance. In accordance with the Association's annual budget, Agent may take reasonable steps on the Association's behalf to cure any routine deficiencies noted. Deficiencies of a serious nature will be brought to the attention of the Board.

Notwithstanding anything to the contrary contained herein or elsewhere in this Agreement, Agent shall not perform, nor be expected to perform, the services that normally would be performed by a construction manager and/or an engineer on construction projects undertaken, or to be undertaken, by the Association.

9. PERSONNEL. Agent and the Association agree that:

(a) **On-Site Personnel.** On the basis of annual operating budgets, job standards, wage rates, and/or a plan of operation previously approved by the Board or its Liaison, Agent may directly hire, pay, train, supervise, investigate, and discharge the on-site employees who are necessary to properly maintain and operate the Association (the "**On-Site Personnel**"). With respect to costs and liability, such On-Site Personnel, though employees of Agent, shall be the financial responsibility of the Association, unless specifically provided

otherwise herein. The Association shall reimburse Agent for all of Agent's On-Site Personnel assigned to the Association; such reimbursement shall include salaries, taxes, payroll, benefits, workers' compensation, and Agent's administration costs. Any non-exempt employee working in excess of forty (40) hours per week will be paid at time and one-half. The Association authorizes the regular funding of employee expenses by electronic means prior to issuance of payroll in accordance with Agent's payroll and benefits schedules. There shall be no replacement personnel required during routine periods of vacation or sick leave; and

(b) **Association Employees.** In situations where the Association has its own employees (the "**Association Employees**"), the Association grants Agent the authority to exercise discretion in hiring, paying, training, supervising, investigating, and discharging the Association Employees; Agent agrees that it will act within the Association's policies and guidelines when exercising this discretion on behalf of the Association. The Association shall bear any and all costs and liability with respect to the Association Employees, and all expenses associated with the Association Employees shall be paid from the funds of the Association under the Association's payroll tax identification number.

The Association recognizes that Agent is legally obligated to take reasonable measures to protect its employees from harassment. On rare occasions, those measures may include limiting communications with an Owner or member of the Board of Directors who has displayed abusive behavior, including verbal abuse, toward Agent's employee(s). The Association understands Agent's duty to address such harassment and acknowledges that Agent may limit its employees' communications, telephonic or otherwise, with any individual at Agent's sole discretion. If feasible in such a situation, the Association furthermore agrees to take reasonable measures to assist Agent in precluding recurrence of abusive or harassing behavior.

10. AGENT'S EMPLOYEES. Agent spends significant amounts of time and money to hire and train its employees, subcontractors, partners, officers, and co-owners (collectively, "**Partners**"), and those Partners of its affiliates, for the operation of this and other associations. The Association derives and benefits from Agent's experience in managing and its hiring and training procedures.

Therefore, if, during the Placement Fee Period, defined below, the Association, either directly or through another management company or similar third party, hires, retains, or contracts, in any capacity, with a past or present Partner who worked directly or indirectly with the Association during the term of this Agreement, then the Association agrees to pay a Placement Fee, which shall be equal to the greater of (i) one (1) year of the Management Fee or (ii) six (6) months of the Partner's compensation from Agent. Both parties agree that the Placement Fee is a reasonable sum due to the extensive training and tradecrafts that Agent provides, as well as expectation of the continued income and allotment of resource.

For purposes of this provision, the Placement Fee Period shall be defined as the Initial Term of this Agreement, any and all subsequent Renewal Terms, and eighteen (18) months immediately following the earlier of (i) the termination of this Agreement for any reason, or (ii) the termination of the Partner's relationship with Agent and its affiliates. In no event shall the Association be obligated to pay the Placement Fee if it hires retains, or contracts with a party who was not a Partner of Agent or its affiliates during the eighteen (18) month period immediately preceding the termination of this Agreement.

11. CONTRACT SUPPLIES AND SERVICES PROCUREMENT. In matters of a routine recurring nature, Agent shall develop and maintain procurement procedures, including the creation of specifications for bids and procurement activities. Such matters may include routine cleaning, painting, decorating, plastering, and other such normal maintenance and repair work as may be necessary, subject to any changes imposed by the Board. Specifications for major capital repairs and replacements, capital improvements, or other work requiring technical assistance by other professionals shall be developed at the Association's expense. The exercise of any obligations and authority under the provisions of this Section shall be in the name of the Association.

12. ANNUAL AUDIT. The Association will have an annual audit performed at its own cost annually. Agent shall cooperate fully with the independent certified public accountant in the conduct of the annual audit, including making all records, books, and accounts available for their inspection and review, and any expense due to Agent by Association for the aforesaid services shall be as set forth in Exhibit A. Audits will be conducted in Agent's principal office, and auditors will coordinate with Agent for scheduling purposes. The Association acknowledges that Agent cannot be responsible for any discrepancy of records that have been removed from Agent's office by the Association or its representatives prior to the conclusion of any audit.

13. INDEMNIFICATION. The Association, at its sole cost, agrees to indemnify, defend, and hold harmless Agent and its affiliates, and their respective shareholders, members, directors, managers, officers, employees, agents, attorneys, representatives, and assigns (individually and collectively, the "**Agent Indemnitee**") from and against any

and all losses, damages, judgments, rulings or settlements, and all reasonable costs, expenses and attorneys' fees (collectively, "**Damages**"), incurred by any Agent Indemnitee related to or arising out of any and all claims or legal, administrative, or regulatory actions and proceedings and subpoenas asserted or brought against such Agent Indemnitee in connection with (a) the performance of the obligations or responsibilities of Agent under the terms of this Agreement, (b) any action taken by any Agent Indemnitee pursuant to the express or implied direction of the Association, or any act or omission taken by any Agent Indemnitee reasonably and in good faith for a purpose that was reasonably believed to be in the best interests of the Association, and (c) the operation, maintenance, physical condition, or ownership of the Property, or any alleged acts, omissions, or incidents occurring during or related to the management by Agent under this Agreement; provided, however, that the foregoing indemnification shall not extend, with respect to any Agent Indemnitee, to any Damages that are caused by such Agent Indemnitee's criminal acts, willful misconduct, gross negligence, or material breach of this Agreement by Agent. The Association's obligation to defend, indemnify, and hold harmless any Agent Indemnitee is subject to the condition that as to any particular event: (x) the Agent Indemnitee shall notify the Association in writing as soon as practicable after notice of any such claim is received, and (y) no Agent Indemnitee shall take any steps which could prejudice the defense thereof or otherwise prevent the Association from fully conducting such defense. In the event a claim is made or an action or proceeding is brought against an Agent Indemnitee but not the Association, or legal ethical requirements would require separate counsel for an Agent Indemnitee to adequately protect its interests, the choice of such counsel shall be made by Agent, subject to the prior approval of the Association, which approval shall not be unreasonably withheld. The Association shall promptly pay the costs of such counsel. The provisions of this Section shall survive the termination of this Agreement.

14. INSURANCE. The Association will, at its sole cost and expense, maintain in full force and effect the following insurance coverages:

(a) Comprehensive general liability coverage with limits of no less than $1,000,000, and $2,000,000 in the aggregate;

(b) Umbrella or excess liability insurance with limits of no less than $5,000,000 per occurrence and in the aggregate;

(c) Directors and officers insurance with limits of no less than $1,000,000 per occurrence and in the aggregate;

(d) Fire and extended coverage for all Association Property; and

(e) Coverage for all claims related to the employment of employees, whether those of Agent or the Association.

The Association shall name Agent as an additional named insured on the Association's policies of comprehensive general liability, umbrella or excess liability, directors and officers, and employment-related insurance, and said insurance policies will cover Agent for any and all claims and losses indemnified by the Association pursuant to this Agreement. The Association shall provide Agent with insurance certificates identifying Agent as additional named insured showing the amount of coverage to be furnished to Agent.

The Association's general liability insurance coverage and umbrella or excess liability coverage shall be the primary insurance with respect to Agent and its officers, directors, and employees. Any insurance or self-insurance maintained by Agent shall be in excess of, and not contributing with, the Association's insurance.

If the Association fails to maintain insurance coverages as specified above, Agent, at its discretion and upon written notice to the Board, will be released from this Agreement, and the Association will pay Agent an early termination payment equal to three (3) months of the Management Fee.

15. TERMINATION. This Agreement may be terminated by:

(a) Written notice of an intent not to renew not more than ninety (90) days and not less than sixty (60) days prior to the expiration of the then current term of the Agreement;

(b) Mutual written consent of Agent and the Association;

(c) Delivery of written notice to the other party (the "**Defaulting Party**") in the event that the Defaulting Party has breached this Agreement, and the Defaulting Party's failure to cure or make diligent efforts to cure, within thirty (30) days after delivery to the Defaulting Party of such notice; or

(d) Written notice from Agent to the Association in the event that there are insufficient operating funds to continue the operation of the Association, and continuation of such deficiency for a period of ten (10) days after such notice.

Any termination of this Agreement for any reason shall be effective on the last day of the month. Except for termination pursuant to Section 15(b) or termination pursuant to Section 15(c) where Agent is the Defaulting Party, the Association shall be responsible for all Management Fees and fees for Periodic Routine Services and Non-Routine Services through the end of the Initial Term or Renewal Term. All such fees shall be paid no later than five (5) business days prior to the termination date. Agent, in its sole discretion, shall have the right to suspend services under the terms of this Agreement after thirty (30) days of non-payment by the Association until such time as payment is received in full by Agent.

16. TRANSITION. After receipt of a Notice of Termination, or sixty (60) days prior to the expiration of the Agreement should either party elect not to renew the Agreement, and except as otherwise mutually agreed by Agent and the Association, Agent shall:

(a) Begin the process of transition to the party identified and authorized by the Board;

(b) Be entitled to reimbursement of costs relating to turnover of records, such as expenses for file folders, boxes, labels, etc., necessary to transition the records in an orderly manner;

(c) Unless otherwise instructed in writing, pay all invoices for which the Association is responsible which have been received by Agent as of the date of the last routinely scheduled disbursement prior to the last day of the term of the Agreement, except for any invoices in dispute. Agent shall not be responsible in any manner for sums due others by the Association. With respect to any invoices or outstanding sums due Agent which are in dispute, a separate escrow account equal to the amount of such invoices or outstanding sums may be established by Agent from the Association's funds in order to secure payment. As to any other invoices in dispute by the Association, the Association agrees to retain ultimate responsibility to the provider of such services or goods represented by such invoice. Additionally, the Association shall bear the costs of any legal action between itself and the vendor, should such occur, and the Association shall hold harmless and defend Agent from any such obligations. Upon discharge of all obligations as herein cited, any remainder in the escrow account shall become the property of the Association; and

(d) Arrange, at the Association's expense, for the Association's accountant to conduct a transition audit immediately following the last day of the term of the Agreement. Agent agrees to assist the auditor at no additional expense to the Association, provided the audit is initiated within thirty (30) calendar days and concluded within sixty (60) calendar days of the term of the Agreement. Thereafter, Agent shall be entitled to compensation at the hourly rates stipulated in Exhibit A for such time as the auditor requires of Agent. Audits will be conducted in Agent's principal office, and auditors will coordinate with Agent for scheduling purposes. Agent shall be provided with a full copy of the final audit provided to the Association.

(e) Submit to the Association copies of any outstanding invoices due and owed by the Association to Agent. Agent then is authorized to effect automatic withdrawal of an amount equivalent to one (1) month's Management Fee, which will require no further action by the Board, from the Association's financial account to be held in escrow for disbursement against any of the aforesaid outstanding invoices. Once all outstanding invoices due and owed by the Association to Agent are paid in full, any outstanding balance of funds held in escrow shall be returned to the Association.

17. DIGITAL PRODUCTS.

(a) Within a reasonable period after the execution of this Agreement, Agent will cause an interactive digital product (the "**Digital Product**") to be made available to the Association that will contain information specifically related to the Association. Access to most areas of the Digital Product will be password protected, for the free and exclusive use of the Association's residents who register for this service through the Digital Product. The Digital Product will be operated and maintained by Agent or its service providers and available by hyperlink from Agent's website. The Digital Product will provide various communication tools, which may include directories, calendars, surveys, and forums. All data submitted to the Digital Product by the Association residents and all content contributed by the Association shall be the property of the Association and are hereby licensed to Agent for use in operating and maintaining the Digital Product and related services. The Digital Product and all computer programs and code used in the operation of the Digital Product, as well as all intellectual property rights therein, shall be the sole and exclusive property of Agent. Revenue generated from the Digital Product through Association-solicited advertising will be the sole property of the Association. All other revenue shall be the sole property of Agent. Associa sponsored programs, including but not limited to Associa Advantage, and Associa Supports Kids, are not Association-solicited advertisements as contemplated by the revenue sharing language above.

(b) The Digital Product may contain links to other websites. Use of these websites is at the user's own risk. Agent is not responsible for and does not endorse the content, products, or services of any third

party websites and does not make any representations regarding their quality, content, or accuracy. Agent is not liable for the materials, information, and opinions provided on, or available through, the Digital Product (the "**Site Content**"). Reliance on the Site Content is solely at the user's own risk. Agent disclaims any liability for injury or damages resulting from the use of any Site Content. The Digital Product, the Site Content, and the products and services provided on or available through the Digital Product are provided on an "AS IS" and "AS AVAILABLE" basis. Agent makes no warranty or representation with respect to the quality, accuracy, or availability of the Digital Product and disclaims all warranties of any kind, express or implied, including any warranties of merchantability, fitness for a particular purpose, or non-infringement. In no event will Agent or its licensors or contractors be liable for any damages of any kind, under any legal theory, arising out of or in connection with the use of, or anyone's inability to use, the Digital Product, the Site Content, or any services provided on or through the Digital Product or any linked site, including any direct, indirect, incidental, special, consequential, or punitive damages.

(c) Cancellation of the Digital Product requires thirty (30) days' written notice by the Association. In the event of the cancellation of the Digital Product, Agent will cause the Digital Product to be shut down. If the Association had a domain name managed by Agent, Agent will transfer the domain name to a designated Association contact at no fee.

(d) Exhibit A sets forth the fees that shall be paid by the Association for the Digital Product.

18. STATUS OF AGENT. All legally binding instruments shall be executed by the Board's President, Vice President or other authorized designee unless there is an emergency or unless Agent is specifically directed in writing or by Board resolution to execute such instruments on behalf of the Association, in which case only Agent's President is authorized by Agent to execute such instruments

19. AGENT'S RELATIONSHIP TO OTHER ENTITIES. As a benefit to its clients, Agent may engage in agreements with third-parties to help subsidize, reduce or eliminate costs normally incurred by the Association. Agent has various affiliations and business arrangements, including the following:

(a) Exhibit B (as updated from time to time by supplemental disclosure, amendment or as published on Agent's website) contains a list of:

i. Certain entities ("**Affiliated Entities**"), as of the date of this Agreement, that may perform or deliver goods or services (other than management services) to the Association and with which Agent is affiliated.

ii. Certain financial institutions ("**Partner Institutions**") with which Agent has established partnerships intended to secure the provision of reliable and cost efficient banking services for Agent's client associations. Under depository services agreements with the Partner Institutions, in consideration for the maintenance of deposits by Agent's clients, the Partner Institution agrees to provide depository and commercial banking services to Agent's clients without charge and also provides the Agent with cost renumeration for any additional account maintenance costs incurred by Agent (i.e. deposit processing, transaction reconciliations, exception processing, software integrations, etc.).

(b) Agent or its affiliates may earn a profit as a result of operating purchasing plans and programs, the purpose of which is to provide price and quality benefits to the Association and/or its residents. Purchase of any product and/or service which is part of any program or marketing plan operated by Agent or its affiliates is voluntary and is not in any manner required by the provisions of this Agreement.

(c) Agent or its affiliates may receive fees from vendors in exchange for Agent's dissemination of marketing information about such vendors to Agent's managed associations (including the Association) and their residents.

The Association acknowledges the disclosure of the relationships, affiliations, and activities described above and agrees that such relationships, affiliations, and activities do not constitute a violation of this Agreement or a conflict of interest.

20. JURISDICTIONAL REQUIREMENTS. Agent shall take action as may be necessary to comply promptly with any and all orders or requirements affecting the Property placed thereon by any federal, state, county or municipal authority having jurisdiction over the Association. Agent shall not be obliged to take any action under the provisions of this Section in any event for which Board approval has been requested and not provided, nor whenever the Association is contesting or has affirmed its intent to contest any jurisdictional order or requirement. In the event Agent is so relieved

of its obligations, the Association shall hold Agent harmless from and indemnify Agent against any and all consequences of such failure to comply.

21. NO WAIVER. Except as otherwise provided herein, no action or failure to act by either of the parties shall constitute a waiver of any right or duty according any of them under this Agreement, nor shall any such action or failure to act constitute a continuing waiver or an approval of any breach hereunder, except as may be specifically agreed in writing.

22. NO THIRD PARTY BENEFICIARIES. As stated herein, this Agreement is by and between the Association and Agent, and there are no third party beneficiaries intended by the terms of this Agreement, and no such beneficiary status shall be implied to any individual or entity other than the Association. An individual or entity's status as a member of the Association or a resident of the Property shall not confer standing to enforce the terms of this Agreement.

23. ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. Agent shall not assign its interest under this Agreement except in connection with the sale of all or substantially all of the assets of its business or a transfer to an affiliated company. In the event of a sale, Agent shall be released from all liability hereunder upon the expressed assumption of such liability by its assignees

24. CHOICE OF LAW. This Agreement shall be construed in accordance with the laws of the state in which the Property is located.

25. SEVERABILITY. The invalidity in whole or in part of any provision(s) in this Agreement shall not affect the validity of the remaining portions or the application of such provisions in different circumstances.

26. NOTICES. All written notices required under the Agreement shall be in writing and mailed by Certified Mail, Return Receipt Requested, or by receipted hand delivery to the addresses provided at the end of the Agreement. Notice shall be effective upon delivery, except for notice of change of address which shall be effective upon receipt.

27. AMENDMENTS. Except as otherwise provided herein, any and all amendments, additions, or deletions to this Agreement shall be null and void unless in writing and signed by both a duly authorized representative of Agent and a duly authorized representative of the Association.

28. ENTIRE AGREEMENT. This Agreement supersedes any and all understandings and agreements between the parties prior to this Agreement and contains the entire agreement of the parties. No oral or written statements whatsoever prior to the execution hereof shall be considered a part hereof.

29. SIGNATURE. The manual signature of either party that is transmitted to the other party by facsimile or PDF shall be deemed for all purposes to be an original signature. Either party that delivers a signature page by facsimile or PDF agrees to deliver an original, manually-signed counterpart of such party's signature page to the party who requests it promptly after receipt of such request.

Signature page follows.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

ASSOCIATION: WESTERN LEATHER LOFTS CONDOMINIUM ASSOCIATION, INC.

DATE: 11/4/2025

BY: Regina V Bergner

NAME: REGINA V BERGNER

TITLE: BOARD PRESIDENT

ADDRESS: 904 E. Pearson Street, Milwaukee, WI 53202

AGENT: HUNT MANAGEMENT INCORPORATED

DATE: 11-4-25

BY: Jeffrey S. Hunt

NAME: Jeffrey S. Hunt

TITLE: President

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

2026 Hunt Management Standard Exhibits A & B

Exhibit A

(8/19/2025)

Itemized Charges for Administrative Ancillary Expenses and Periodic Routine Services

ASSOCIATION: Western Leather Lofts Condominium Association, Inc.

Item	Charge
New Client Set Up Fee	$10.00 per home / $350.00 minimum / (Financial Management) $10.00 per home / $1,600.00 minimum / (Full Service)
Electronic Data Storage (Statute 703.20 Compliance)	$26.00/ month
Records Storage	$6.00 per box per month
Black & White Copy / Scanned Document	$0.25 per page
Color Copy	$1.00 per page
Fax Transmission	$1.00 per page
Envelope (various sizes and types)	$0.30 each - $1.00 each
Label (Various Sizes)	$3.00 each sheet (min.)
Postage	Direct Cost / Metered Rate
Returned Mail Processing	$3.50 each
Certified Mail Processing	$5.00 each plus postage
Community Mailings (folding, stuffing, etc.)	$0.30 per piece plus supplies
Manual Check Deposit (Recommend ACH or Lock Box)	$3.00 each
Coupon Booklets	$10.00 per booklet
Delinquent Account Processing (Statement / Demand Letter)	$1.00 per letter
Delinquent Account Monitoring Attorney Action	$10.00 / month / Unit
Billing Statement (specialized)	$3.50 per statement plus postage
E-Statement	$1.00 per statement
Violation Inspection	Hourly Rate
Violation Letter Preparation	$5.00 per letter plus costs
TownSq Architectural Control Application Processing	$20.00 / per application
Other Office Supplies Cost	At Cost
1099 / 1096 Forms (required for all non-incorporated vendors who invoice the association more than $600 in a calendar year)	$35.00 set up, $15.00 per each
Use of Agent's Credit Card For Purchases (optional service)	3% of Charge
Termination Off Boarding Fee *(was not included with the 2026 updated version sent?)*	$10.00 per home / $350.00 minimum / (Financial Management) $10.00 per home / $1,600.00 minimum / (Full Service)

Alternative Services	
Loan Placement Fee (negotiation/securing loan) for	1% of loan if utilized (Waived if ACA loan)
Project Administration Fee (Capital Projects > $10,000)	1% of Project Cost over $10,000
Insurance Claim Administration Fee	5% of Claim Amount
Meeting Attendance	$100.00 per hour per person if exceeds contract
CAM Hourly Rate	$100.00 per hour if exceeds contract obligations
Manger After Hours Call	$25.00 / Call
Administrative Hourly Rate	$60.00 per hour if exceeds contract limit
Maintenance Tech Rate (optional service)	$65.00 per hour
Corporate Transparency Act Compliance	$295.00 / year + $100.00 per update out of cycle
Rental Registration Program Association would need to adopt a resolution to utilize the program.	Market Rate Fee is paid by Unit Owner when renting Unit.

Payroll Processing & Benefits Administration & Employee Screening	
Payroll Processing—Onsite Personnel – If Applicable Includes 941 tax filings, regulatory filings & W-2's, federal and state taxes, workers' compensation insurance, payroll processing expense, Cobra administration and other governmental reporting requirements and related overhead costs and liability insurance.	Total Cost Plus 10% - On Site Hunt Personnel Total Cost Plus 10% - Association Personnel
Benefits Administration— Onsite Personnel – If Applicable All full-time employees (40 hours/week) are entitled to a group medical and life insurance program which goes into effect on the first day of the month following 30 days of employment.	$600.00 per month for all full-time billable onsite Personnel
Health Savings Account Contribution – Onsite Personnel Certain medical plans offered by Associa come with a Health Savings Account. Contributions are made Semi-annually in January and July of each year. *(was not included with the 2026 updated version sent?)*	$250.00 per contribution per employee
Employee Screening Costs— Onsite Personnel County and state criminal background, drug screen, motor vehicle report, social security report, etc. *(was not included with the 2026 updated version sent?)*	Direct cost
Special Services	

Additional services are provided as may become available at the prevailing rate or as mandated by law. All fees listed on this document are subject to reasonable change, from time to time, without prior notice. However, Agent may provide a courtesy notification via regular mail, facsimile or e-mail to the Board President or the Liaison.

Association: Western Leather Lofts Condominium Association, Inc. Date: 11/4/2025

By: _____ Name: REGINA V BERGNER

Agent: Hunt Management Incorporated Date: 11-4-25

By: _____

Exhibit B

Affiliated Entities

Advanced Technology Group, Inc.
Amtek Engineering Services, LLC
Architectural Review Corporation
Associa Abstract Services, Inc.
Associa Advantage, Inc.
Associa Client Shared Services Center, Inc.
Associa Community Watch
Associa Developer Services, Inc.
Associa Digital Services, Inc.
Associa Financial Solutions, Inc
Associa Green
Associa OnCall
Association Capital Advisors
Associations Insurance Agency, Inc.
Avid Xchange, Inc
Comdata
Coming Home Media Group
Community Archives, Inc
Community Policyholders
HOA Collection Services, Inc.
HOAM Ventures, Inc.
Ink Print + Mail
Lincoln Hancock Restoration, LLC
Lincoln Hancock Restoration, LP
Optimal Outsource, Inc.
Platinum Title Services, LLC
RHOME
TownSq
Urjanet

Partner Institutions

Alliance Association Bank
Bank of California
Bank United
Capital One National Association
Cerity Partners, LLC
CIT Bank
City National Bank
Enterprise Bank & Trust
Farther Finance
First Associations Bank
Harmony Bank
New First Bank
Mutual of Omaha Bank
Pacific Premier Bank
Union Bank
Webster Bank

*This Exhibit B shall be updated from time to time by supplemental disclosure, amendment or as published on Agent's website and shall be deemed to include such updates.

Association: Western Leather Lofts Condominium Association, Inc. Date: 11/4/2025

By: _____ Name: REGINA V BERGNER

Agent: Hunt Management Incorporated Date: 11-4-25

By: _____ Name: Jeffrey S. Hunt

WESTERN LEATHER LOFTS CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION F

ANNUAL OPERATING BUDGET

WESTERN LEATHER LOFTS CONDOMINIUM ASSOCIATION, INC.

February 23, 2026

RE: 2026 APPROVED BUDGET

TO: ALL MEMBERS OF THE WESTERN LEATHER LOFTS CONDOMINIUM ASSOCIATION, INC.

For your review, use, and file, we have enclosed the 2026 Approved Budget and Schedule of Monthly Maintenance Fees by Unit.

After reviewing the Association's financial status, the Board of Directors has resolved that your monthly association fees will increase by 5% for the 2026 fiscal year beginning on April 1st, 2026. This increase will help fund increased Operating costs and contributions to the Reserve Fund. There is no change in the amount currently paid for parking or internet fees.

If we have your bank information on file, we will continue to withdraw the monthly fee from your bank account. To enroll in this no-fee EFT option, please contact our office. If you pay by check or use online banking to pay your fees, please ensure the following mailing address is used:

Western Leather Lofts
c/o Hunt Management, Inc.
P.O. Box 1755
Arlington Heights, IL 60006-1755

As always, your Board of Directors and Hunt Management will continue their efforts to maintain and improve the Association's financial and physical soundness, and both thank you for your continued understanding and support.

Sincerely,

Michael Landre

Michael Landre, Association Manager
Hunt Management Inc.
Management Company for Western Leather Lofts Condominium Association, Inc.

Enclosures

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

huntmanagement.com
mlandre@huntmanagement.com

Phone: (262)238-1480
Ext. 126

2026 BUDGET: WESTERN LEATHER LOFTS CONDOMINIUM ASSOCIATION, INC.

Income	
4020 - Association Fees (plus late, ret)	$ 241,884.30
4040 - Special Assessment	$ -
4047 - Utility Charges	$ 23,520.00
4080 - Closing Fees (Transfer Fees)	$ 559.09
4100 - Interest - Operating	$ -
4180 - Clubhouse Usage Fees	
4188 - Parking Assessments	$ 18,475.00
4196 - Keys	$ 25.00
4200 - Laundry	$ 1,994.14
4292 - Covenant Violation Fines	$ -
4293 - Legal/Collection	$ -
5275-0000 - Capital Contribution (DEAD)	$ -
5755-xxxx - Misc Income (DEAD)	$ -
Total Income	$ 286,457.53
Expenses	
5010 - Building Maintenance	$ 34,930.18
5012 - Windows	$ *2,838.00*
5060 - Plumbing Repairs	$ *1,478.95*
5080 - Electrical Repairs	$ 32.05
5090 - Elevator Maintenance	$ 762.05
5095 - Elevator Contract	$ 4,908.60
5101 - Pressure Cleaning	$ *605.00*
5104 - Mat Service	$ 4,765.10
5110 - Building Cleaning	$ 13,241.14
5151 - Water Treatment Contract	$ 1,447.42
5156 - HVAC Repairs (In 5010 now)	$ 2,564.24
5161 - Lock & Keys	$ 213.72
5186 - Exterminating	$ 388.91
5280 - Trash Removal	$ 17,837.30
Building Maintenance Total	$ 86,012.67
5812 - Fire Protection	$ 11,936.41
5814 - Security Camera	$ 1,076.47
Safety Services Total	$ 13,012.87
6040 - Contracted Lawn Service	$ -
6043 - Landscape Improvements	$ 1,114.19
6060 - Mulch	$ 200.00
6353 - Snow Services	$ 7,395.67
Grounds Maintenance Total	$ 8,709.86
7910 - Electric	$ 16,726.92
7920 - Water/Sewer	$ 16,920.71
6350-0000 - Cable	$ 20,444.29
6320-0000 - Gas Common Area	$ 17,942.61
Utilities	$ 72,034.53
8020 - Management Fee (+8025,8069)	$ 19,200.00
8040 - Postage	$ 215.84
8060 - Copies/Printing/Supplies	$ 1,172.63
8080 - CPA Services	$ 231.82
8100 - Legal Expense	$ -
8106 - Legal Expense Collections	$ -
8110 - Loan Payments	$ 5,902.60
8143 - Permits/Licenses	$ 196.92
8161 - Telephone	$ 1,515.11
8190 - Miscellaneous	$ -
8230 - Bank Charges	$ 35.99
8381 - Meeting/Appointment	$ 800.00
8390 Fed/State Required Cop Report Filings	$ 78.64
Administrative	$ 29,349.54
8481 - Property Insurance	$ 16,469.41
8498 - Insurance Loss/Deductible	$ -
Safety Services Total	$ 16,469.41
9170 - Replacement Reserve	$ 28,645.75
9685 - General Account	$ 32,222.90
Total Expenses	$ 286,457.53

2026 FEE BREAKDOWN: WESTERN LEATHER LOFTS CONDOMINIUM ASSOCIATION, INC.

Unit	%	2026 Annual Contribution	2026 Monthly Dues	2026 Annual Parking	2026 Monthly Parking	2026 Annual Internet	2026 Monthly Internet	2026 Monthly Total
102	1.395%	$ 3,311.53	$ 275.96	$ 270.00	$ 22.50	$ 420.00	$ 35.00	**$ 333.46**
103	1.395%	$ 3,311.53	$ 275.96	$ 471.36	$ 39.28	$ 420.00	$ 35.00	**$ 350.24**
104	4.09%	$ 9,709.07	$ 809.09	$ 810.00	$ 67.50	$ 420.00	$ 35.00	**$ 911.59**
105	4.09%	$ 9,709.07	$ 809.09	$ 540.00	$ 45.00	$ 420.00	$ 35.00	**$ 889.09**
106	4.09%	$ 9,709.07	$ 809.09	$ 775.68	$ 64.64	$ 420.00	$ 35.00	**$ 908.73**
107	2.07%	$ 4,913.88	$ 409.49	$ 505.68	$ 42.14	$ 420.00	$ 35.00	**$ 486.63**
108	1.82%	$ 4,320.42	$ 360.03	$ 270.00	$ 22.50	$ 420.00	$ 35.00	**$ 417.53**
109	2.07%	$ 4,913.88	$ 409.49	$ 270.00	$ 22.50	$ 420.00	$ 35.00	**$ 466.99**
110	2.07%	$ 4,913.88	$ 409.49	$ 270.00	$ 22.50	$ 420.00	$ 35.00	**$ 466.99**
111	2.07%	$ 4,913.88	$ 409.49	$ 270.00	$ 22.50	$ 420.00	$ 35.00	**$ 466.99**
112	1.82%	$ 4,320.42	$ 360.03	$ 270.00	$ 22.50	$ 420.00	$ 35.00	**$ 417.53**
113	1.82%	$ 4,320.42	$ 360.03	$ 0.00	$ 0.00	$ 420.00	$ 35.00	**$ 395.03**
114	1.82%	$ 4,320.42	$ 360.03	$ 0.00	$ 0.00	$ 420.00	$ 35.00	**$ 395.03**
115	1.82%	$ 4,320.42	$ 360.03	$ 270.00	$ 22.50	$ 420.00	$ 35.00	**$ 417.53**
116	1.82%	$ 4,320.42	$ 360.03	$ 235.68	$ 19.64	$ 420.00	$ 35.00	**$ 414.67**
117	1.82%	$ 4,320.42	$ 360.03	$ 270.00	$ 22.50	$ 420.00	$ 35.00	**$ 417.53**
118	1.82%	$ 4,320.42	$ 360.03	$ 235.68	$ 19.64	$ 420.00	$ 35.00	**$ 414.67**
119	1.82%	$ 4,320.42	$ 360.03	$ 270.00	$ 22.50	$ 420.00	$ 35.00	**$ 417.53**
120	1.82%	$ 4,320.42	$ 360.03	$ 270.00	$ 22.50	$ 420.00	$ 35.00	**$ 417.53**
121	1.82%	$ 4,320.42	$ 360.03	$ 0.00	$ 0.00	$ 420.00	$ 35.00	**$ 395.03**
122	1.82%	$ 4,320.42	$ 360.03	$ 235.68	$ 19.64	$ 420.00	$ 35.00	**$ 414.67**
123	1.82%	$ 4,320.42	$ 360.03	$ 270.00	$ 22.50	$ 420.00	$ 35.00	**$ 417.53**
124	1.82%	$ 4,320.42	$ 360.03	$ 471.36	$ 39.28	$ 420.00	$ 35.00	**$ 434.31**
210	1.395%	$ 3,311.53	$ 275.96	$ 270.00	$ 22.50	$ 420.00	$ 35.00	**$ 333.46**
211	1.395%	$ 3,311.53	$ 275.96	$ 270.00	$ 22.50	$ 420.00	$ 35.00	**$ 333.46**
212	1.395%	$ 3,311.53	$ 275.96	$ 235.68	$ 19.64	$ 420.00	$ 35.00	**$ 330.60**
213	1.395%	$ 3,311.53	$ 275.96	$ 270.00	$ 22.50	$ 420.00	$ 35.00	**$ 333.46**
301	2.61%	$ 6,195.76	$ 516.31	$ 270.00	$ 22.50	$ 420.00	$ 35.00	**$ 573.81**
302	1.82%	$ 4,320.42	$ 360.03	$ 270.00	$ 22.50	$ 420.00	$ 35.00	**$ 417.53**
303	2.61%	$ 6,195.76	$ 516.31	$ 540.00	$ 45.00	$ 420.00	$ 35.00	**$ 596.31**
304	2.61%	$ 6,195.76	$ 516.31	$ 540.00	$ 45.00	$ 420.00	$ 35.00	**$ 596.31**
310	1.11%	$ 2,634.98	$ 219.58	$ 0.00	$ 0.00	$ 420.00	$ 35.00	**$ 254.58**
311	1.11%	$ 2,634.98	$ 219.58	$ 270.00	$ 22.50	$ 420.00	$ 35.00	**$ 277.08**
312	1.11%	$ 2,634.98	$ 219.58	$ 0.00	$ 0.00	$ 420.00	$ 35.00	**$ 254.58**
313	1.11%	$ 2,634.98	$ 219.58	$ 0.00	$ 0.00	$ 420.00	$ 35.00	**$ 254.58**
314	1.11%	$ 2,634.98	$ 219.58	$ 0.00	$ 0.00	$ 420.00	$ 35.00	**$ 254.58**
315	1.11%	$ 2,634.98	$ 219.58	$ 270.00	$ 22.50	$ 420.00	$ 35.00	**$ 277.08**
316	1.11%	$ 2,634.98	$ 219.58	$ 270.00	$ 22.50	$ 420.00	$ 35.00	**$ 277.08**
317	1.11%	$ 2,634.98	$ 219.58	$ 235.68	$ 19.64	$ 420.00	$ 35.00	**$ 274.22**
318	1.11%	$ 2,634.98	$ 219.58	$ 235.68	$ 19.64	$ 420.00	$ 35.00	**$ 274.22**
319	1.11%	$ 2,634.98	$ 219.58	$ 0.00	$ 0.00	$ 420.00	$ 35.00	**$ 254.58**
320	1.11%	$ 2,634.98	$ 219.58	$ 235.68	$ 19.64	$ 420.00	$ 35.00	**$ 274.22**
321	1.11%	$ 2,634.98	$ 219.58	$ 0.00	$ 0.00	$ 420.00	$ 35.00	**$ 254.58**
322	1.11%	$ 2,634.98	$ 219.58	$ 270.00	$ 22.50	$ 420.00	$ 35.00	**$ 277.08**
323	1.11%	$ 2,634.98	$ 219.58	$ 235.68	$ 19.64	$ 420.00	$ 35.00	**$ 274.22**
324	1.11%	$ 2,634.98	$ 219.58	$ 235.68	$ 19.64	$ 420.00	$ 35.00	**$ 274.22**
401	2.61%	$ 6,195.76	$ 516.31	$ 270.00	$ 22.50	$ 420.00	$ 35.00	**$ 573.81**
402	1.82%	$ 4,320.42	$ 360.03	$ 471.36	$ 39.28	$ 420.00	$ 35.00	**$ 434.31**
403	2.61%	$ 6,195.76	$ 516.31	$ 505.68	$ 42.14	$ 420.00	$ 35.00	**$ 593.45**
404	2.61%	$ 6,195.76	$ 516.31	$ 270.00	$ 22.50	$ 420.00	$ 35.00	**$ 573.81**
501	2.61%	$ 6,195.76	$ 516.31	$ 540.00	$ 45.00	$ 420.00	$ 35.00	**$ 596.31**
502	1.82%	$ 4,320.42	$ 360.03	$ 270.00	$ 22.50	$ 420.00	$ 35.00	**$ 417.53**
503	2.61%	$ 6,195.76	$ 516.31	$ 471.36	$ 39.28	$ 420.00	$ 35.00	**$ 590.59**
504	2.61%	$ 6,195.76	$ 516.31	$ 1,011.36	$ 84.28	$ 420.00	$ 35.00	**$ 635.59**
904		$ 2,249.23	$ 187.44	$ 775.68	$ 64.64	$ 420.00	$ 35.00	**$ 287.08**
1756		$ 2,249.23	$ 187.44	$ 155.04	$ 12.92	$ 420.00	$ 35.00	**$ 235.36**
	Total:	**$ 241,883.94**	**$ 20,156.99**	**$ 16,915.68**	**$ 1,409.64**	**$ 23,520.00**	**$ 1,960.00**	**$ 23,526.63**

PAYMENTS ARE DUE ON THE FIRST DAY OF EACH MONTH BEGINNING ON APRIL 1st, 2026

A LATE FEE WILL BE ASSESSED AFTER THE 10TH OF EACH MONTH.

WESTERN LEATHER LOFTS CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION G

OWNER'S HANDBOOK WITH RULES & REGULATIONS

904 East Pearson Street Milwaukee, Wisconsin 53202

OWNER'S HANDBOOK

Western Leather Lofts Condominium Association, Inc.
904 East Pearson Street
Milwaukee, WI 53202

General Building Information
Rules & Regulations
Fire and Life Safety Emergency Preparedness

Hunt Management, Inc.
10520 N. Baehr Rd, Suite Q
Mequon, WI 53092

ClientServices@huntmanagement.com
www.HuntManagement.com
Office: 262-238-1480

Association Manager: Michael Landre

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GENERAL BUILDING INFORMATION

BUILDING DIRECTORY/VESTIBULE/LOBBY

The building directory is available on the Butterfly MX entry intercom system located in the lobby of the building. (www.butterflymx.com) The Butterfly MX App will notify the Owner/Resident. The Owner/Resident may speak to the visitor and grant or deny access to the building through the mobile App. This will release the door and your guest may enter the building.

MANAGEMENT

Hunt Management has been selected to manage the operations of Western Leather Lofts. The management office is located at 10520 N. Baehr Rd, Suite Q. Mequon, WI 53092. The regular office hours are from Monday to Thursday, 7:30 a.m. to 5:00 p.m., and Friday, 8:30 a.m. to Noon, except holidays. After hours, messages can be left on the office voicemail and will be responded to on the next business day. In the event of an emergency, call Hunt Management at 262-238-1480 then follow the prompts to access the After-hours emergency line.

Telephone	262-238-1480
Email	ClientServices@huntmanagement.com
Manager	Michael Landre

POSTAL SERVICE AND DELIVERIES

Postal Service is provided directly to the building off the main lobby. Each Unit has an individual locked mailbox. A mailbox for outgoing mail also is located by the mail boxes. UPS and Federal Express packages will be delivered to the table in the mail box area as well if you arrange for delivery with no signature required.

NO SMOKING POLICY

Smoking is not permitted in any of the interior common areas of the building, in the parking garage, or within twelve feet of any opening to the building.

SOLICITATION POLICY

Outside solicitors are not allowed in the building. Owners may not solicit, either in person or under any Unit door, for any purpose.

COMMON AREA SIGNAGE/MEMOS

Only management is permitted to post signs and memos throughout the building's interior and exterior. Anyone wishing to post in the building must first prepare it in a neat and professional manner, electronically submit to management, and wait to obtain approval prior to posting.

JANITORIAL SERVICE OF COMMON AREAS

Janitorial Service- The common areas of the Units are cleaned by a professional cleaning service on Monday, Wednesday and Friday. Please contact the management office if a spill or stain needs more immediate attention, or if you notice areas needing improvement.

BUILDING ACCESS

Entry System- Access to Western Leather Lofts and the garage is controlled by an electronic entry system. Unit Owners will be provided with fobs and garage remotes specifically programmed for their use. In case of a power outage, please make sure your key to these doors is also on your key chain.

Additional fobs, remotes, keys- Please contact your property manager immediately if a fob or remote is misplaced, lost or stolen. The code for the missing fob or remote will be deleted from the central electronic system program. Replacements will then be programmed. There will be a $40 charge for each new fob or $50 for a remote and this charge will be collected at the time the devices are delivered. Additional building keys will cost $20 each. Limit of 2 fobs and building keys per unit for security purposes.

LARGE DELIVERIES

Deliveries must be made through the front entry located off the main lobby. The delivery service person must contact the Unit Owner to gain access to the building. If the elevator will be required, this must be scheduled in advance with property manager. (Monday-Friday 8:00-5:00)

VENDOR/CONTRACTOR ACCESS

Persons needing access to perform work within the building, either in the common areas or in an Owner's Unit must be accompanied by the Owner. If they need access to a restricted location in the building, arrange with management in advance. Any costs incurred for this will be Owner's responsibility.

INTERNET/ ANTENNAE/ SATELLITE DISHES

There is building wide Internet provided by Zentro Internet. https://zentrointernet.com/ 877-ZENTR0-1.
Each unit has CAT5 wiring and the monthly fee for Internet service is part of your HOA fee. Each owner must contact Zentro directly to set up an account.

The building has 2 television antennae on the roof which are wired into all Units except 1756 and 904. Owners can contract with Direct TV for a receiver and subscription at their own cost, no need for a private antennae. The building is wired for cable; however, each Owner must contact the cable company to receive cable service from a provider.

All Communication Closets are secured and require authorized access. Arrange with management in advance. Any costs incurred for this will be Owner's responsibility.

GUEST POLICIES

Building access- Guests coming to the building must enter via the front vestibule, and use the Butterfly MX intercom system to call their Unit Owner host. The host will then provide access through the main entry. Guests are to abide by all the building regulations.

Guest Parking- There are no assigned guest space in the indoor or outdoor lots. Guests may park on the street.

STORAGE

Access- Storage Units are located throughout the building. Each Owner will be given a diagram showing the location of their storage Unit. Owners are responsible for ensuring that the storage room doors are locked at all times. Each Unit is keyed separately on a master system so that building staff may access in case of an emergency.

Conditions of Storage- Neither the Western Leather Lofts Condominium Association nor Prospect Management Company assumes liability for any damage or loss of property stored in the storage Units. No materials prohibited by law or local ordinances may be stored in any of these areas. Fire code requires that all items must be stored 18" away from the ceiling sprinkler heads.

QUIET HOURS

Noise levels must be minimal throughout Western Leather Lofts, during these times:

10:00 p.m. through 7:00 a.m. Sunday- Thursday
12:00 a.m. through 9:00 a.m. Fridays and Saturdays

MECHANICAL AND SERVICE SYSTEMS

Elevators- Your property manager should be contacted at least 2 business days in advance of any proposed use of the elevator, so that the elevator pads can be properly installed and the elevator made available for your use. Elevator pads must be used for all furniture deliveries so please make sure you prearrange these through management. Note that moving companies must present an insurance certificate listing Western Leather Lofts Condominium Association as an additional insured.

Cooling Systems- Each Unit has its own air conditioner Unit. It is important that it is properly maintained at least 2x/yr. Prospect Management Company among other vendors can provide this service at Owner's request. Additionally, the association coordinates and performs a building-wide a/c maintenance program bi-annually (falling on the odd years 2015, 2017, etc.) which is inclusive in the condominium association fees for that year.

5th floor a/c units are located on the roof and are not accessible without being accompanied by authorized parties or staff. The association will arrange for these to be serviced annually and billed back to the Owners on the 5th floor.

Heating Systems- The building is heated with radiant in-floor heat employing central hot water boilers. Hot water is circulated through polyethylene tubing encased under the concrete floors. Bi-level Units have 2 zones controlled by upper and lower thermostats. NO drilling or rupturing the concrete floors without prior approval from the board of directors. Each Unit has its own thermostat which controls the heat pump inside the Unit. It is important that it is properly maintained at least 2x/yr. Prospect Management Company among other vendors can provide this service at Owner's request.

As a note, radiant systems take longer to react to temperature changes than a forced air system. Allow more time for the system to react to your setting or adjustment of the thermostat. Concrete and cream city brick retain heat well, so start with a moderate temperature between 66-68 degrees to avoid overheating the Unit. Gas to operate boilers/hot water is paid by the association.

Central Vacuum Systems-Most Units have a central vacuum system with its own canister. Replacement bags for canisters can be purchased online from http://www.vacuflostore.com or http://www.vacuumstore.com. You want: Vacuflo Maxum Bag & Filter Replacement #8020, comes with 3 bags and 1 filter (the filter is good through use of all 3 bags.

Local Dealer: Central Systems
1909 South 60th Street
West Allis, WI 53219
414-546-2225 (Phone)

Heated Towel Racks- Many Units have heated towel racks in the master or main bathroom which run off the Unit's water heater and circulating pump. As the room temperature falls below the temperature set point on the thermostat located in the bathroom, the thermostat calls for heat. On a call for heat, the thermostat energizes the electrical receptacle located near the domestic water heater. The receptacle energizes the circulating pump located in the Unit's water heater return piping. The Unit's circulating pump fills the towel warmer with hot domestic water to heat the towels as well as the air in the bathroom. As the air temperature rises, the demand for heat from the thermostat is satisfied and the thermostat opens the electrical circuit stopping the pump. The pump may be on the same electrical circuit as the Unit's central vacuum system.

Humidifiers- Most Units have Aprilaire humidifiers which should be used primarily in winter months to increase air moisture. The humidistat controls your "Aprilaire 350" humidifier and is mounted on the wall of your Unit near the thermostat.

Each humidifier contains a Honeywell filter called a water panel (can be purchased at Home Depot, or professionally serviced). Recommended replacement is **annually** per manufacturer specification (calcification occurs over time reducing efficiency of the panel) and is the Owner's responsibility.

Recycling & Trash Removal- Trash and recycling must be taken immediately to the respective dumpsters in the parking lot. There are no trash chutes. The dumpsters are serviced Mon/Wed/Fri by Waste Management, a privately contracted company, not the City of Milwaukee. Fridays and Mondays the dumpsters tend to be too full, please try to hold off on purging your trash until a different day to avoid incurring extra yardage charges billed to the owners. For bulk items needing a special pick-up, or additional trash incurred from moving in or out, contact management for alternate

arrangements. All cardboard boxes should be broken down and flattened before recycling. Owners must privately arrange for electronics haul away or recycling, the City of Milwaukee nor Waste Management will collect electronics.

Fire & Life Safety Systems- Western Leather Lofts has many fire/life safety systems designed to minimize the chance of a life-threatening emergency. The building is protected from fire destruction by automatic sprinkler system and smoke and heat detectors. Under no circumstances should anyone other than a qualified technician adjust or work with any of this equipment including the devices within the condominium Units.

It is illegal to tamper with, remove/disable, paint or hang decor, garments or anything from any fire prevention device such as horns, smoke detectors, sprinkler heads.

Unit Owners are responsible for changing batteries in Unit smoke detectors at least 2x/year (Day Light Savings Time is a good reminder). Smoke detectors are hard wired to the 110-volt building wiring and have battery back-up in the event of a power loss. Costs incurred with false alarms caused by a Unit/Unit Owner will be billed directly to the owner for any related costs.
Sprinkler heads operate independently and are heat sensitive. Should a sprinkler head be activated by heat, alarms may sound in that zone and central station will be notified.

Fire Pull Stations are located in common areas on each floor. These are connected to the central station and once pulled/engaged, will sound alarms and dispatch fire department and building emergency maintenance.

Horns are located in each unit and look like a plate or speaker on a wall, typically in a hallway or near front door. They will sound if building system is triggered by pull station, smoke detectors, etc.

Security System- The building is locked at all times. Do not prop open any doors. The entry vestibule contains the Butterfly MX entry / intercom which is accessed through the mobile App. When visitors buzz your unit, respond through the Butterfly MX App.

Cameras are located throughout the property and surveillance is constantly recorded. The period of time in which the surveillance remains recorded varies based on the memory and activity of the DVR system. In the event you need to review surveillance, contact management. Cost of staff reviewing footage and recording it to a flash drive or CD are burden of the Owner making the request. Specific dates and time frames are required for the search.

Report all suspicious activity to the police department and to management.

RULES & REGULATIONS

USE OF UNIT

Occupants- Per housing codes, two people per bedroom per unit, but no more than two unrelated parties, in addition to the Owner(s), may occupy a Unit.

Architectural Changes- Owners may redecorate or improve their unit as they desire if it does not affect the structure of the unit, building, or integrity of the common areas. Unit Owners shall not make any changes to the architectural structure of a Unit without the prior written consent of the board of directors of the association. **All** structural changes altering the exterior boundaries of any Unit are prohibited.

Keys & Lock- The association shall have the right to retain a pass key to each Unit at all times for the event of emergencies. No Unit Owner shall alter any lock or install a new lock on any door of the condominium without the prior written consent of the association. If such consent is given, the Unit Owner shall provide the association with an additional key to access the Unit. Any Unit Owner who fails to provide a key to the association as provided herein does thereby consent to and permit the association to gain entry to such Unit by force in circumstances where the association is permitted access to such Unit. Any such Unit Owner shall be responsible for any and all damage due to the Association not having a key to such Unit.

Nuisances- No offensive or unlawful activity or noxious odors shall occur in any Unit or in the common areas by Owner or by animal during quiet hours or day time hours.

Noises & Odors- Unit Owners shall not allow any sounds to be generated in their Unit which are unreasonably loud and interfere with the quiet enjoyment of other Owners. Quiet hours are Sunday-Thursday 10pm-7am and Friday-Saturday 12am-9am. Unit Owners shall not allow odors to be unreasonably dispelled from their Units.

Signs - No sign of any kind shall be displayed to the public view on any Unit without prior written consent of the association unless where allowed by current laws.

Winter Heating - Whether occupied or vacant, all Units shall be heated to at least 55° Fahrenheit during the winter months.

Communication Equipment - Unit Owners shall not use, place or install satellite dishes, antennas or any other communication equipment on the building, the grounds or any deck or balcony without first informing the association in writing and obtaining written permission from the association for the same. The association shall grant permission to Unit Owners only when required to do so by applicable state or federal law.

Protrusions - No awning, machines, hot tubs, air conditioning Units, wiring for electrical or telephone installation or other similar protrusions shall be allowed on the exterior of the building or upon any balcony without the prior written consent of the association.

Laundry- No laundry shall be hung on the balcony or upon any decks or patios or in windows for any reason. Common area laundry facilities should be respectfully used, cleaned after each use Maintenance issues with machines, coin machine reported to management.

MAINTENANCE OF UNITS

As outlined in Article 6 of the Declaration, all Unit Owners shall promptly perform or shall have promptly performed all maintenance and repair work within their own Unit. Each Unit Owner shall be responsible for all damages and liabilities that any failure to maintain or repair may engender.

HIRED VENDORS/CONTRACTORS

Any Unit Owner hiring/contracting with an outside vendor MUST first provide the association with the vendor's certificate of insurance prior to commencing the work.

Some work may require access to restricted/secured areas of the building. This must be coordinated with management in advance at Owner's expense if applicable.

DOORS/SECURITY

Unit Owners shall not prop open doors to the stairways, garage, outside or any common areas. Report any suspicious activity to the District 1 police department and then to management.

DAMAGE TO COMMON AREAS

Damages to the common areas caused by a Unit Owner, or an Owner's agent, invitee, guest, visitor, or pet shall be the responsibility of the Unit Owner causing such damage.

PERSONAL BELONGINGS IN COMMON AREAS

Unit Owners shall not discard or store any materials or personal items in the common areas or stairwells.

HALLWAYS CLEAR

As required for fire safety purposes common hallways must be kept clear of any personal items such as entry mats, shoes, etc. In addition, no items may be hung on doorways or the common hallways except as described in condominium by laws. This includes stairwells.

ROOF ACCESS

Is prohibited. Access doors to the roofs are locked at all times, only approved service technicians allowed.

BALCONIES/DECKS/PATIOS

Balconies- The Units were not originally designed with balconies, but newer ordinances allow for the ability to build a balcony as a few others have done. There are architectural specifications and vendors that must be used and followed. Owner must first receive board approval to move forward with the addition of a balcony. See management for details.

All balconies, decks, and patios shall be kept free from all personal property except permitted deck and patio furniture and electric grills. Do not hang garments, lights, bird feeders.

PET POLICIES

Registration- Pets are to be registered with the City of Milwaukee, registration forms are to be filled out and forwarded to the management office. It is important for management to be familiar with your pets in case of building emergencies and in addition, if a lost pet is found these forms will help us to identify the proper Owner for prompt return.

Pets in Common Areas- All pets must display a friendly demeanor toward people as well as other pets. No pet is allowed in the common areas unless it is on a leash of no longer than thirty inches, or properly restrained. Pet Owners shall immediately clean up common areas of all debris and feces from their pets, to be discarded in the exterior pet waste stations provided by the association, or dumpsters, or personal garbage, not in interior common area garbage cans. Failure to do so will result in a fine.

UNIT RENTALS/LEASING

Rental Policies- Units are not to be rented without prior written approval of the management company. Any lease that is approved shall be subject and subordinate to the declaration of the condominiums, the association's bylaws and to the administrative rules and regulations of the condominium. Any occupancy by anyone for money is considered a rental. The association shall have the right to evict any tenant of any Unit who has violated the terms of the declaration, the association's bylaws or the administrative rules and regulations of the condominium.

Lease term shall be no less than 6 months.

All new occupant information must be on file with the association and proper forms completed for management including pet, vehicle, and emergency contact information.

Owner must use the master association lease template on file with management and provide copy to management/association within 7 days of execution.

Application Process -The owner must run proper screening on applicant, or may hire management agent to perform a screening process for any rentals, for a fee of $100.00. Applicant must meet the following criteria: Provide proof of income exceeding 3x the rent gross income per month and clear the sex offender registry and criminal background check. If an Owner desires to rent his or her Unit, contact the property manager for details on the screening process.

PARKING

Parking Garage- This is exclusively for use of owners/residents whom are assigned a stall specifically in this garage, and is not intended for parking of additional transportation modes by guests, invitees, vendors, etc. in non-designated stalls. The entrances/exits to the indoor parking garage are located on Marshall Street. The south overhead door is "IN" and the north overhead door is "OUT'. Once in the garage, the building entry inside the garage is secured and a key will be needed to access the building.

Parking Lot- This is exclusively for use of owners/residents whom are assigned a stall specifically in this garage, and is not intended for parking of additional transportation modes by guests, invitees, vendors, etc. in non-designated stalls. The outdoor parking lot entrance is on Pearson St. There are no visitor parking stalls.

Parking stalls are to be used only to park a single motor vehicle. No storage of shopping carts, bicycle tires, tools, car supplies, or any personal belongings is permitted.

NO SKATEBOARDING, BICYLCING, ROLLER BLADING

Skateboarding, roller blading, and bicycling is prohibited in the parking garage and parking lot.

COMMUNITY ROOM POLICIES

A deposit of $250.00 must be given to Western Leather Loft's management company to reserve the recreation room for any festivities totaling of 4 guests or more. This deposit must be given a week in advance of the proposed date of use. Any Owner who uses the room without providing a deposit will be fined $250.00.

Any damage to the recreation room or its contents is the responsibility of the Owner who reserved and/or used the room. Damage to the room or its contents will be paid for with the Owner's deposit. The Owner will be fined for any additional damages that exceed the $250.00 deposit.

The recreation room must be returned to its original state by 9:00 a.m. the morning after it is used. This includes all cleaning. The screens must stay in the windows of the recreation room at all times. All windows must be closed and locked before the Owner finishes using the recreation room.

SMOKING IS PROHIBITED in the community room and all common areas of Western Leather Lofts. Common areas include (but are not limited to) the recreation room, garage, elevator, lobby, hallways and all outdoor property owned by Western Leather Lofts.

Noise levels must be minimal throughout Western Leather Lofts, including the community room, during these times:

10:00 p.m. through 7:00 a.m. Sunday- Thursday

12:00 a.m. through 9:00 a.m. Fridays and Saturdays

Be courteous to neighbors and other Owners when using the community room.

ENFORCEMENT AND FINES

The Board has the responsibility and authority to formulate and enforce the Rules, and will utilize fines and other legal proceedings to enforce the Rules. The Board, under authority granted by the Declaration and Bylaws, will evaluate disputes and decide on appropriate enforcement; and the decision of the Board is final.

The management agent will assist the Board in enforcing the Rules. The management agent shall act as an independent third party, and has authority to discuss noncompliance with any offender and attempt to resolve disputes prior to bringing them formally before the Board.

The Rules may be enforced by fines and other legal proceedings where appropriate, including the eviction of tenants or non-Owner residents and guests. Unit Owners are responsible for all fines incurred by their tenants, residents, and guests. In addition to fines, whenever the Board incurs legal expenses in enforcing the Rules, such legal expenses shall be the responsibility of the Unit Owner of the affected Unit.

Procedure - If a Unit Owner, tenant, or guest fails to comply with the Rules, the following procedures shall be followed:

1. A complaint may be submitted by any Unit Owner to the management agent in written form.

2. The person charged with non-compliance and the related Unit Owner will be given written notice of the complaint, stating the time and place of said violation. Manager will investigate both sides. At such time, such person will have the opportunity to present his or her position in the dispute. Manager will present all cases to the board of directors. The Board's findings in the hearing will be final. The results of the decision will be delivered by the manager to both parties privately.

3. The Board reserves the right to pursue any available legal remedies to compel enforcement of the Rules. Costs and attorneys fees may also be assessed to the assessment account of the Owner of the related Unit.

4. All written communications under this section shall be deemed made when electronically delivered, deposited in the mail, postage prepaid, to the Owner of the affected Unit or to such address as such Owner may have previously filed with the association.

Fines-

First offense: $50.00, plus cost of process, legal costs (if any), and assessed damages (if any).

Second offense: $100.00, plus cost of process, legal costs (if any), and assessed damages (if any).

Third Offense: $200.00, plus cost of process, legal costs (if any), and assessed damages (if any).

In the case of a tenant, a second offense may result in eviction of the tenant, in addition to the fine set forth above. Fines and charges under this Enforcement section shall be payable within ten days after written notification to the person and related Unit Owner of the Board's decision. If not paid within ten days, the matter may be turned over to an attorney for collection, with the Unit Owner to bear the cost of such collection.

MOVE-IN PROCEDURES

Contact the Manager- Owners must contact Property Manager in advance for availability on date & times for the move. Elevator padding will be arranged at this time. No parking in the lot, must arrange street parking for moving vehicles and assistance. Owners will be held accountable for any costs incurred to repair damages caused by the move.

Common doors shall not be propped open for security reasons and common areas or any ingress/egress should not be blocked for life safety reasons.

Moving Times- Owners are allowed a four hour window, Monday -Friday 8AM-5PM (flexible).

Certificates of Insurance- All movers must provide certificate of insurance listing Western Leather Lofts Condominium Association Inc. as an additional insured.

PAYMENT OF ASSESSMENTS

The board of directors requests all owners to pay electronically via ACH set up by the management company with the association's bank account. Dues must be paid by the 1st of the month and are late if not received by the 10th of the month. Late fees are equivalent to 12% per annum on the balance due.

TRANSFER OF OWNERSHIP

A transfer of Ownership fee of **$150** shall be paid to Western Leather Lofts prior to or at closing. This is an administrative and operations cost to cover the paperwork process, reprogramming of fobs, remotes and intercom directory information, installation of the elevator pads, and move-in coordination. Typically paid by seller at the closing.

Seller is responsible for notifying management of the future sale of the Unit upon accepted offer when Unit goes under contract. Seller must coordinate move-out procedures with management in advance to schedule the elevator pad installation, moving company certificate of insurance, deactivation of monthly ACH deductions, etc. All lock boxes are to be stored in cabinet located in vestibule area. Seller should direct realtor to remove lock box promptly upon sale or it will be cut and disposed of by management.

Seller should notify agents that buyer is required to contact management prior to close. Seller should also inform buyer or buyer's agent on the location of storage Unit, parking stall, quantity of keys/access devises, etc.

Buyer contact management prior to close to acquire proper Handbook, new Owner paperwork, set up monthly ACH payments. Buyer must coordinate move-in procedures with management in advance to schedule reprogramming of access devices and intercom directory, the elevator pad installation, moving company certificate of insurance, receipt of Buyer's Disclosure Materials Agreement, etc.

Buyer should receive information from seller or seller's agent on location of storage Unit, parking stall, quantity of keys and additional access device fees.

IMPORTANT CONTACT NUMBERS

Milwaukee Fire Department	911
Non-Emergencies-Milwaukee Paramedics/Ambulance	414-486-4000
Milwaukee Police Department	911
Non-Emergencies-Milwaukee Police	414-933-4444
Medical Emergency	911
Property Management Company: Hunt Management Inc. **Email:** ClientServices@huntmanagement.com	262-238-1480
Poison Control Center Hospitals	800-815-8855
Froedtert Memorial Hospital	414-805-3025
Columbia St Mary's Hospital	414-291-1000
American Red Cross	414-341-8680
Milwaukee County Transit	414-344-6711
Milwaukee County Sheriff Department	414-278-4700
Wisconsin State Patrol	262-785-3587
U.S. Secret Service	414-297-3587
U.S. State Department Citizens Emergency	202-647-5225

EMERGENCY PREPAREDNESS:
FIRE SAFETY & EMERGENCY EVACUATION PROCEDURES

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Crime Prevention
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EVACUATION PROCEDURE

INTRODUCTION

The purpose of this manual is to ensure the safe and efficient evacuation of all occupants of Western Leather Lofts in the event of a fire emergency. It has been our experience that having an emergency evacuation plan in place is extremely valuable in saving life and property. If you require additional assistance in developing an emergency response plan for your space, please contact the Property Manager, who will gladly assist you.

YOUR ASSISTANCE IS REQUIRED TO ENSURE YOUR SAFETY

1. Register your guests with the office.
2. Notify the office if you are going to be away from the building for any length of time.
3. If at any time you are no longer able to evacuate the building by using the stairs (either on a temporary or permanent basis) please notify the office so that you can be placed on the disabled evacuation list.
4. Review this plan in detail.

BUILDING LIFE SAFETY FEATURES & SYSTEMS

Western Leather Lofts has many fire life safety systems designed to minimize the chance of a life-threatening emergency and to reduce damage in the event an emergency occurs. The Units are protected from fire destruction by an automatic sprinkler system and smoke and heat detectors. These devices are supervised by a sophisticated fire detection system. Audible horns are used for communication as well. The fire detection devices and fire detection system are inspected regularly, and monitored continuously by on-site personnel and an off-site alarm monitoring service.

STAIRWELLS

Stairwells in the building are located at each end of the hallways on floors 2-5. Always use the stairs and go to the nearest exit.

FIRE COMMAND CENTER

The fire command center/fire panel, located in the vestibule, serves as the central communications network for the building's fire and life safety systems. All fire alarms are received at this location through the fire detection system. The fire alarm is also received at an off-site monitoring station, which notifies the Milwaukee Fire Department and emergency maintenance.

FIRE SAFETY DEVICES

Modern construction techniques and fire safety systems reduce the chance of a fire from ever becoming large enough to be life threatening.

Smoke Detectors located on each floor of the building and in the parking garage quickly alert the Fire Command Center to the possibility of fire and alarms will sound in the building.

Sprinkler heads are throughout the building common areas and units. They are heat sensitive. When activated/engaged, will signal the fire panel and that zone's alarms will sound.

Fire extinguishers and alarm pull stations are located on every floor of your building. Familiarize yourself with these locations so that you are prepared in an emergency situation, they can quickly extinguish small fires before they have a chance to grow. Fire Extinguishers should be aimed at the base of the fire and use a sweeping motion to cover an area surrounding the flames.

Electrical fires can usually be extinguished by securing the power to the device. If you can safely unplug the device or open a circuit breaker from a distance, you will remove the immediate cause of the fire. The electrical fire may have caused a secondary fire of other combustibles so be prepared to extinguish this also.

If you cannot extinguish a fire with one extinguisher, then clear until the Fire Department arrives.

ELEVATOR COMMUNICATION

The elevator has a direct telephone line to the emergency elevator service company. The elevator telephone is located on the lower left panel of the elevator cab. The panel also has a button to engage a warning bell in the lobby area. If the elevator should stop between floors, press the emergency call button to speak with the monitoring company who will assist you. If individuals are trapped in an elevator, remember the following procedures:

1. Elevators are specialized mechanicals requiring a professional to correct malfunctions. General maintenance personnel will not be dispatched to work on this equipment. Dispatch will immediately call the elevator company to address the emergency.
2. Remain Calm! If you are assisting others who are trapped in an elevator, maintaining communications is very important to keep those individuals calm. Communications should continue until the trapped individuals are released from the elevator.
3. DO NOT try to evacuate the elevator unless the situation is life threatening. The elevator may be caught between floors and crawling from the elevator cab could be dangerous.
4. DO NOT jump to try to jar the elevator. Sudden movements can be dangerous.

Western Leather Lofts has taken all reasonable measures to ensure that our Owners are safe and secure. Be aware of your neighbors' schedules, and help identify when outside the building who on your floor is unaccounted for.

If the fire alarms sound a complete emergency evacuation is required by The Milwaukee Fire Department.

EMERGENCY PROCEDURES

COMMUNICATIONS

All emergencies fire or otherwise, should be reported by using the following methods.

1. If fire, pull the manual fire alarm pull station in hallway.
2. Call 911
3. Call from a safe place if the fire is in your Unit. Evacuate immediately, get everyone out, activate the pull station to alert everyone else in the building, and then go to a neighboring building to call 911.
4. When reporting an incident by calling 911, please stay on the line until the operator has received all pertinent information, such as:
    a. Name of person making call
    b. Location of emergency:
    c. Building name and address
    d. Unit number or floor
    e. People injured, if any
    f. Type of emergency- fire, flood, etc.
5. Remain on the phone until your message is confirmed.

EMERGENCY EVACUATION & EXIT ROUTES

1. The Milwaukee Fire Department recommends evacuating the entire building for safety.
2. When encountering closed doors, first test the door for heat by placing the back of your hand on the door. If the door is hot, there is a good chance there are flames just beyond the door. A natural reaction of the human hand is to grasp as a reflex. By testing with the back of the hand, you avoid unintentionally grasping onto a hot door handle or rail.
3. Disabled persons should remain in their Units and call 911 to give their location, where the Fire Department can be contacted and informed of the person's location.
4. All residents must be familiar with the quickest evacuation route from their location to the stairwells. Use the nearest stairwell to your Unit. Evacuation Maps are located in each hallway near the elevator.
5. Do not use elevators. The Fire Department will have complete control of the elevators for use in firefighting by their personnel and must take special safety precautions to prevent the elevator from opening its doors on a fire floor.
6. Be able to identify your planned and alternate escape routes in case of heavy smoke, which may obscure your vision and/or force you to crawl along the ground for clearer air.
7. If you encounter smoke on your evacuation route, crawl close to the ground to stay under the smoke layer to reach cleaner air.
8. It is very important to keep the stairwell doors shut to assist in keeping smoke and flames from penetrating this safe zone.
9. All evacuees should meet across the street on Pearson & Marshall. Residents can then be accounted for and be given information about the emergency.

TORNADO SIREN ALERT

A loud, continuous siren holding its pitch for more than 3 minutes may mean that the Public Notification System has been activated. This is an outdoor warning system, which may not be heard well indoors.

This may be only a test. In Milwaukee County the siren tests occur on the 2nd Wednesday of each month, weather permitting, at noon. If you are not sure, assume it's real. A warning could mean a number of things: chemical spill, tornado, severe weather, or nuclear accident.

To find out tune to one of these local radio stations:

WTMJ AM 620
WISN AM 1130
WLKE FM 94.5
WMIL FM 106.1

You will be given information and instructions if there is a real emergency or concern. Respond promptly to all instructions. If there is an order to take shelter indoors or evacuate, you must go directly to that shelter and wait for further instructions. Remember that "evacuate" does not mean, "run for your life," but to act promptly and responsibly. Contact the American Red Cross at 414/342-8680 in advance to find out the emergency shelter location for your area.

RESPONDING TO DIFFERENT TYPES OF EMERGENCIES

FIRE EMERGENCY

1. In Case of Fire, Activate the Fire Alarm and Call 911 Immediately!
2. Remember, fire at least doubles in size and strength every minute- call 911 immediately!
3. Help elderly and disabled individuals and children leave the building.
4. Know and discuss with your neighbors the location of your closest and alternative exit routes as well as access to fire escapes.
5. Know the location of the fire extinguisher(s), how to operate them and what kind of fires to use them on.
6. Obey the directions of the designated person or fire department personnel when they arrive.
7. In the event of total building evacuation being necessary, proceed in an orderly manner to your designated means of exit. Close doors behind you if possible. This helps to hinder traveling fires.
8. Stay in a single file line on the stairways, as the Fire Department personnel may be coming up the same stairway.
9. IMPORTANT: Familiarize yourself with the building–know two (2) ways out. If the fire is in the hallway and you can't get out of your Unit call 911, and tell them you are trapped and need help.
10. If you are unable to escape from the room you are in, block the openings around the door and air vents with towels, blankets, rugs, clothing, etc. Call for help if a phone is near you and working.
11. Open a window, if possible, and if no smoke is coming in. Wave something out the window to call attention to your location.
12. If your clothing catches fire, STOP! DROP! And ROLL!
13. After you are out of the building, move away from it to allow the fire workers and equipment easy access, and to help avoid any falling glass or debris.
14. Never re-enter a burning building!
15. Unfortunately, despite even the best prevention efforts, some fires will still occur. In case of a fire in your building, observe the following practices:
16. Call the Milwaukee Fire Department (911) before attempting to extinguish the fire yourself.
17. Pull the nearest fire alarm pull station in your building to alert others.
18. Do not use water on a grease or electrical fire.
19. Do not panic! Leave the building in an orderly and calm fashion. Calmly walk down the stairway in a single file line to allow room for the fire workers to go up the stairs, if necessary.
20. Obey the instructions of the emergency personnel.
21. If you are near the fire, maintain contact with a wall and feel if doors are hot before opening them. If hot, try to find an alternate escape route. Open doors slowly and prepare to close them quickly if heat, smoke, or flames begin to come in. Confine the fire by closing off the fire area. Close the doors behind you as you exit.
22. Stay low to the floor. Smoke and toxic fumes rise. Cleaner air is nearest to the floor.

TORNADO & SEVERE WEATHER

In the event that you are warned of severe weather, such as a tornado, thunderstorm with high winds and lightening, or flash floods, there are a few things you can do to be prepared and to minimize damage and injuries.

1. Stay calm! Stay alert!
2. Close all doors, but do not lock them. In very strong winds, open windows slightly to prevent them from shattering. Then stay away from all windows.
3. Go to the nearest garage level. Stay away from the windows. If there is no time, seek shelter in an interior hallway.
4. Do not come out until you hear the "all-clear" sirens.
5. Be prepared for power failures by having candles and flashlights handy. Be sure that the batteries in the flashlight are in working order. Keep a battery-operated radio in working condition. It will be invaluable in hearing weather bulletins and updates should power systems fail.
6. Prepare for possible flooding.
7. If the building begins to move, take the crash position by crouching with your head between your knees and cover your head with your arms.
8. Avoid downed power lines, and be cautious of leaking gas. Report these as quickly as possible after you are safe.

MAJOR NATURAL DISASTERS

Major disasters include:

Fire
Storms
Floods
Tornadoes
Drought
Anything not predictable.

Major disasters are events that develop very quickly and affect large areas and many people. There are certain things that you can do to help cope with almost any type of emergency that may occur. Perhaps the most basic thing to remember is:

1. STAY CALM & TAKE TIME TO IHINK.
2. DO'S & DON'TS
3. DO-Keep a radio or television tuned to hear broadcasts from the emergency broadcast system.
4. DON'T-Use your telephone simply to get information. If you tie up the telephone lines, you may prevent emergency calls from being completed.
5. DO-Call to report important disaster events to emergency authorities.
6. DON'T-Call your loved ones to let them know you are safe, building personnel or the designated person will keep management fully informed, and we can then relate information to your loved ones.
7. DO-Stay away from the disaster area.

CRIME PREVENTION

A little common sense and caution goes a long way in deterring crime. Be sure to take these precautions to help protect yourself, your neighbors, and your personal property from crime.

1. Keep your Unit locked whenever possible and keep windows secured.
2. Use key control - Be conscious of who is issued keys to your Unit. Please notify management or the Board of Directors prior to changing the lock to your Unit.
3. Access will not be provided to any individual claiming they are locked out of your Unit unless the person who owns the Unit gives prior written permission. Lock smith must be called.
4. If you are going out of town for an extended period of time, redirect mail, newspapers, and other deliveries, held at the post office or arrange for someone that you trust to pick them up daily.
5. If you notice safety or security issues, please report them immediately to your property manager at Hunt Management Inc 262-238-1480
6. When leaving the building after dark, use the buddy system, be sure doors close behind you, and don't let anyone in you don't know. Be alert!

BOMB THREATS

We hope that this situation never occurs. However, being prepared is always the key to successfully handling any emergency situation. In the event of a bomb threat, the person receiving the call should do the following:

1. Remain calm. Keep your voice steady. Do not alarm the caller.
2. Listen very carefully for any identifying sounds such as background noises or special voice features of the caller. Keep the caller on the line for as long as possible.
3. If a threat is left on a voice message system - SAVE **THE** MESSAGE!
4. Immediately call 911. Report to them as much information as you can about what the caller said to you.
5. Do an orderly evacuation of the building or buildings that are involved.
6. Move as far away from the buildings involved. Do not re-enter the building for any reason until notified by the Police Department or emergency personnel.

POWER OUTAGES

Emergency exit lighting will not work over an extended power outage past 60-90 minutes, so keep flashlights on hand and alternate methods of lighting. The magnetic locks on the doors will not be functioning. Though you may exit these doors, you need to enter the building via doors that utilize keys. Remember that the garage door is also electrically powered. Manual opening mechanisms are available. However, note that the door must be shut again to secure the vehicles and the building. Electrically powered phones and radios will not work either. Keep batteries available for your radio in case of a city extended power outage to stay informed. With all such emergencies, use a cell phone or phone at another location which is not affected to call Hunt Management for assistance.

MEDICAL EMERGENCIES

Medical emergencies can occur at anytime and anywhere. While good safety practices will prevent many emergencies, some are certain to occur. In the event of a medical emergency, follow these steps:

1. Call 911
2. Get as much information about the situation as possible.
3. What type of emergency do you have? What is your exact location?
4. Stay on the line until the 911 operator is through gathering information
5. Remain calm and help the victim to relax and remain still. Panic will only make the emergency worse.
6. Do not move the victim unless the victim's location is causing further harm.
7. Loosen the victims clothing if breathing appears obstructed.
8. Keep the victim warm and comfortable. Try to remain with them until the emergency personnel arrive.
9. Do not attempt to administer first aid to any victim unless trained.

DISCLAIMER

This booklet of information was designed to provide general information, guidelines and recommendations on preparedness in an emergency situation. Although your Property Manager and Hunt Management work diligently to establish preventative measures and respond immediately in emergency situations, distribution of this material should not be misinterpreted; we are not engaged in providing professional services through the distribution of this publication and do not assume liability connected with the providing of, or failure to provide such services or information. If medical or other expert assistance is required in connection with an emergency, the services of a competent professional should be sought.

ACKNOWLEDGMENT OF RECEIPT OF HANDBOOK

Unit#_____

Name_____

I/We, the above named owners of the Unit in Western Leather Lofts, do hereby acknowledge receipt of this Handbook containing Rules & Regulations and Emergency Response. I/We understand it has been executed by the Association's Board of Directors and shall supersede any preceding Handbooks or Rules & Regulations of the Condominium Association.

While the Handbook is intended to summarize the key points of the disclosure materials and establish rules and regulations, it is not intended to be inclusive of all governing rules, policies, guidelines, etc. I/We understand that full disclosure materials should be consulted in their entirety for further knowledge and clarification of all duties and responsibilities.

I/We understand that these Rule & Regulations may change at any time with approval by the Board of Directors or that other information within this Handbook may change from time to time but in the event, Ownership will be notified of such changes.

I/We understand each Unit is provided a hard copy and electronic copy of the Handbook and that it is my/our responsibility to deliver a copy of this Handbook and all Condominium Disclosure Documents to potential buyers, agents, lenders, lessees and anyone else required to possess it.

I/We understand that failure to return this Acknowledgement of Receipt will result in **having the Butterfly MX intercom directory access deactivated** until this acknowledgement is submitted.

Please promptly return to property management via email, or US Postal Service.

Signed this _____day of _____

_____
Owner

_____
Owner

WESTERN LEATHER LOFTS CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION H

OTHER IMPORTANT DOCUMENTS

DOC # 11227744
RECORDED
03/16/2022 01:03 PM
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.

AGREEMENT REGARDING USE OF STORAGE AREA

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 53202

3540997000
Parcel Identification Number

THIS INSTRUMENT DRAFTED BY:
LYDIA J. CHARTRE

HB: 4815-7701-7976.1

AGREEMENT REGARDING USE OF STORAGE AREA

This Agreement, by and between Emily Jamar, (herein "Unit Owner") of 904 E. Pearson Street #303, Milwaukee, Wisconsin 53202 (herein "Unit") and Western Leather Lofts Condominium Association, Inc. a Wisconsin corporation (herein the "Association"), is entered into and effective as of the 15th day of March, 2022.

WHEREAS, the Unit has Storage Unit #30 assigned to it as Limited Common Element, and the Association has another storage area available on the 3rd floor across from the Unit, currently unassigned to any unit owner; and

WHEREAS, the Unit Owner and the Association desire to swap Storage Unit #30 for the 3rd floor storage area while Unit Owner owns and occupies the Unit;

IT IS HEREBY AGREED by the undersigned parties, that

(1) Unit Owner shall have the exclusive use of the 3rd floor storage area across from the Unit (except that the Association—including the property manager, Board, and Board-approved vendors—retain the right to access the 3rd floor storage area for the purpose of accessing the electrical and internet boxes in that room), and Unit Owner yields use and possession of Storage Unit #30 during the term of this Agreement;

(2) Storage Unit #30 will revert back to assigned Limited Common Element to the Unit if and when (a) the Unit Owner transfers the Unit; or (b) if the Unit Owner and the association agree in writing to terminate this agreement.

(3) This Agreement may be recorded at the option of either the Association or Unit Owner.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

[Signature page to follow]

Western Leather Lofts Condominium Association, Inc.

By: _____
REGINA V BERGNER, President

_____, Unit Owner
Emily Jamar

Subscribed to and sworn to before me
this 15th day of March, 2022

_____
Notary Public, State of Wisconsin
My commission: 2/23/2026

Subscribed to and sworn to before me
this 08 day of march, 2022

_____
Notary Public, State of Wisconsin
My commission: 7-26-2024

JENNIFER ARELLANO
NOTARY
PUBLIC
STATE OF WISCONSIN

State of Wisconsin, County of Milwaukee
Sworn and subscribed to before me this 08 day of
march, 2022
_____ Notary Public
My commission expires 2-26-2024

DANIEL WEGER
Notary Public
State of Wisconsin

HB 4870-5544-9360.1

LEGAL DESCRIPTION

Unit 303 in the Western Leather Lofts Condominium(s) created by a "Declaration of Condominium" recorded on June 18, 1999, in the Office of the Register of Deeds for Milwaukee County, Wisconsin, as Document No. 7760052, 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 State of Wisconsin.