DISCLOSURE MATERIALS

FOR

GALLUN TANNERY ROW: 1818 CONDOMINIUM OWNERS ASSOCIATION, INC.

Property Address:
1818 N. Water Street, Units 100-602
818-824 E. Hamilton Street
Milwaukee, WI 53223

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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GALLUN TANNERY ROW: 1818 CONDOMINIUM OWNERS ASSOCIATION, INC.

1. EXECUTIVE SUMMARY: The Executive Summary highlights for a buyer of a condominium unit essential information regarding the condominium. The Executive Summary begins on page A.

2. DECLARATION: The Declaration establishes and describes the condominium units and the common areas. The declaration begins on page B.

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.

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.

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.

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.

7. 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 all facilities and common areas which are part of the condominium. The floor plans can be found in the Declaration, which begins on page B.

8. RULES & REGULATIONS: The Rules & Regulations of the condominium are promulgated by the association. The Rules & Regulations begin on page G.

9. STATUTORY RESERVE STATEMENT: The condominium does not have a Statutory Reserve Account. The Statutory Reserve Statement begins on page H.

10. BUILDING DISCLOSURES: The Association Compilation report begin on page I.

GALLUN TANNERY ROW: 1818 CONDOMINIUM OWNERS ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION A

EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

This Executive Summary highlights some of the information that prospective condominium buyers are most interested in learning as well as some of the information that they should consider when contemplating the purchase of a condominium unit. The following sections either briefly summarize pertinent information by answering the questions asked, direct prospective buyers to specific sections of the condominium disclosure materials that discuss each topic in detail (at the icon) or may be completed to both summarize the information and refer to the condominium documents. ***This summary, however, is not intended to replace the buyer's review of the condominium declaration, bylaws and other condominium disclosure materials nor is it a substitute for a professional review of the condominium documents.***

Condominium Name: Gallun Tannery Row: 1818, a Condominium

How is the condominium association managed?

- What is the name of the condominium association?
  Gallun Tannery Row 1818 Condominium Owners Association, Inc.
- What is the association's mailing address?
  c/o Hunt Management Incorporated, AAMC, 10520 N. Baehr Road, Suite Q, Mequon, WI 53092
- How is the association managed?
  ☐ By the unit owners (self-managed)
  ☒ By a management agent or company
  ☐ By the declarant (developer) or the declarant's management company
- Whom should I contact for more information about the condominium and the association?
  Michael Landre, Property Manager
- What is the address, phone number, fax number, website & e-mail address for association management or the contact person?
  Hunt Management Incorporated AAMC, 10520 N. Baehr Road, Suite Q, Mequon, WI 53092; phone: 262-238-1480; website: www.huntmanagement.com; email: clientservices@huntmanagment.com
- For specific information about the management of this association, see:
  Declaration, Article VI, Section 6.10; Bylaws, Article VI, Section 6.01(e)

What are the parking arrangements at this condominium?

- Number of parking spaces assigned to each unit? At least one
- How many outside? 0
- How many inside? At least one [check all that apply]
  - ☐ Common element
  - ☒ Limited common element
  - ☐ Included as part of the unit
  - ☐ Separate nonvoting units
  - ☐ Depends on individual transaction
- Do I have to pay any extra parking fees (include separate maintenance charges, if any)?
  - ☒ No
  - ☐ Yes, in the amount of $_____ per _____
  - ☐ Other: _____
- Are parking assignments reserved or designated on the plat or in the condominium documents?
  - ☐ No
  - ☒ Yes - Where? Plat
- Are parking spaces assigned to a unit by deed?
  - ☐ No
  - ☒ Yes
- Can parking spaces be transferred between unit owners?
  - ☐ No
  - ☒ Yes
- What parking is available for visitors?
  Outside street parking.
- What are the parking restrictions at this condominium?
  No parking or storing of unlicensed, inoperable or junk vehicles. No repairs or vehicle maintenance other than emergency repairs are permitted. Parking of service and recreational vehicles, but not limited to trailers, boats, campers, oversized vans or other vehicles are prohibited.
- For specific information about the parking of this condominium, see:
  Declaration, Article IV, Section 4.02(b); Article VII, Section 7.13; Rules and Regulations; Section IV, 4.07(b-c), Section XI, 11.02, 11.03

May I have any pets at this condominium?

- Are pets allowed: ☐ No ☒ Yes
- If yes, what kinds of pets are allowed:
  Two (2) animals maximum, subject to a combined weight of seventy-five (75) pounds (at maturity).

- What are some of the major restrictions and limitations on pets?
  Animals shall be carried or kept on a leash of no longer than 30 inches at all times when not in the Units and shall display a friendly demeanor towards people and other pets. Animals shall not unreasonably disturb other residents and shall not be left unattended in any portion of the Common Elements. All animals must be registered with the Association and properly licensed according to local law. No animals allowed in leased unit.
- For specific information about the condominium pet rules, see:
  Second Amendment to Declaration, Article VII, Section 7.14; Rules & Regulations, Section VIII, Section IX, 9.04(d)

May I rent my condominium unit?

- Are unit rentals allowed? ☐ No ☒ Yes
- If yes, what are the major limitations and restrictions on unit rentals?
  No more than six (6) Units may be rented/leased at any time. An Owner of a Unit must occupy the Unit for at least one (1) year before the Unit is eligible for leasing. Unit Owners must obtain prior written approval of the Association to the terms of the proposed lease and the proposed tenant. The lease shall not be less than twelve (12) months. The Association may withhold approval upon any reasonable basis. Short-term rentals are prohibited. Deposit equal to 4x the current monthly general assessment is required. Must have a written lease. No animals are allowed in any Unit that is leased.
- For specific information about renting units at this condominium, see:
  Second Amendment to Declaration, Article VII, Section 7.06; Rules and Regulations, Section IX

Does this condominium have any special amenities and features?

- Does this condominium have any special amenities and features? ☒ No ☐ Yes
- If yes, what are the major 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 - What is the cost? $_____
- For specific information about special amenities, see
  N/A

What are my maintenance and repair responsibilities for my unit?

- A Unit Owner must maintain and repair:
  All of the improvements constructed within the Unit (including electrical, heating and air conditioning systems serving such Unit, and including any ducts, vents, wires, cables or conduits designed or used in connection with such electrical, heating or air condition systems) and including windows and doors which provide direct access to or within the Unit, and all drywall, exterior patio areas, flooring of balconies and decks appurtenant to the Unit with respect to Unit 201, for maintaining the Unit 201 Yard.
- For specific information about unit maintenance and repairs, see:
  Second Amendment to Declaration, Article VI, Section 6.04(b)

Who is responsible for maintaining, repairing and replacing the common elements and limited common elements?

- Common elements maintenance, repair and replacement is performed as follows:
  By the Association, excluding the Unit 201 Yard which shall be the responsibility of the Unit Owner of Unit 201.
- How are repairs and replacements of the common elements funded?
  ☐ Unit owner assessments
  ☐ Reserve funds
  ☒ Both
  ☐ Other: _____
- For specific information about common element maintenance, repairs and replacements see:
  Second Amendment to Declaration, Article VI, Section 6.04(a)
- How are repairs and replacements of the limited common elements funded?
  ☐ Unit owner assessments
  ☐ Reserve funds
  ☒ Both
  ☐ Other (*specify*): _____
- Limited common element maintenance, repairs and replacement is performed as follows:
  Second Amendment to Declaration, Article VI, Section 6.04(a)

Does the condominium association maintain reserve funds for the repair and replacement of the common elements? ☒ Yes ☐ No **Is there a Statutory Reserve Account?** ☐ Yes ☒ No

- For specific information about this condominium's reserve funds for repairs and replacements, see:
  First Amendment to Declaration, Section 6.05(a); Bylaws, Article VI, Section 6.01(a), (p), Article IX, Section 9.02
- Reserve Account balance: $167,764.10, as of the date this Executive Summary was prepared.

How are condominium fees paid for on the developer's new units that have not yet been sold to a purchaser?

- Is the developer's obligation to pay fees for unsold units different than the obligation of new unit purchasers to pay fees on their units?
  ☒ Not applicable (no developer-owned units)
  ☐ No
  ☐ Yes - In what way? _____
- Are there any special provisions for the payment of assessment fees that apply only during the developer control period?
  ☒ No
  ☐ Yes - Describe these provisions: _____
- For specific information about condominium fees during the developer control period, see N/A

Has the declarant (developer) reserved the right to expand this condominium in the future?

- Has the declarant reserved the right to expand? ☒ No ☐ Yes
- If yes, how many additional units may be added through expansion? N/A
- When does the expansion end? N/A
- Who will manage the condominium during the expansion period? N/A
- For specific information about condominium expansion fees, see N/A

May I alter my unit or enclose any limited common elements:

- Describe the rules, restrictions and procedures for altering a unit:
  Cannot alter or make any change that will affect the structural integrity of the building or alter the Common Element or Limited Common Element.
- Describe the rules, restrictions and procedures for enclosing limited common elements:
  Not allowed.
- For specific information about unit alterations and limited common element enclosures, see:
  Declaration, Article VII

Can any of condominium materials be amended in a way that might affect my rights and responsibilities?

- Yes, 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 your legal rights and responsibilities with regard to your condominium unit.
- For specific information about condominium document amendment procedures and requirements, see:
  Articles of Incorporation, Article X; Declaration, Article XII; Bylaws, Article XIV

Other restrictions or features (optional):

- Antenna Unit see Declaration, Article VII, Section 7.04(c)

Does the Association have the right of first purchase:

☒ No
☐ Yes

Does the Association charge a transfer fee:

☐ No
☒ Yes. If so, how much? An amount equal to 2x the current monthly General Assessment.

Does the Association charge a disclosure material fee:

☐ No
☒ Yes. If so, how much? The actual cost of furnishing the information or $50.00, whichever is less pursuant to Sec. 703.20(2)(a) Wis. Stat.

Does the Association charge a payoff statement fee?

☐ No, for one payoff statement issued within a two-month period.
☐ Yes. If so, how much? $_____
☒ Other (*specify*): Pursuant to Wis. Stats. Sec. 703.335(4), for each additional payoff requested during that two-month period there is a $25.00 charge.

This Executive Summary was prepared on February 28, 2023 (insert date)
By: Attorney Lydia J. Chartre (state name and title or position).

*Note: A Statutory Reserve Account" is a specific type of reserve 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 less than 13 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 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. Existing condominiums must establish a statutory reserve account by May 1, 2006 unless the association elects to not establish the account by the written consent of a majority of the unit votes. Condominiums may also have other reserve fund accounts used for the repair and replacement of the common elements that operate apart from §703.165.

GALLUN TANNERY ROW: 1818 CONDOMINIUM OWNERS ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION B

DECLARATION

58

09180276

DOC.# 09180276

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED 02/06/2006 03:59PM

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT: 125.00

Document No.

DECLARATION OF CONDOMINIUM
GALLUN TANNERY ROW: 1818, A CONDOMINIUM

Return to:
Melanie S. Lee
Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, WI 53701-2018

354-0649-7
Parcel Number

DECLARATION OF CONDOMINIUM
GALLUN TANNERY ROW: 1818, A CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM (this "Declaration"), is made this 1st day of January, 2006, by 1818 North Water Street, LLC, a Wisconsin limited liability company (the "Declarant").

ARTICLE I

DECLARATION

Declarant hereby declares that it is the sole owner of the Land (as defined in Section 2.02), together with all easements, rights and appurtenances pertaining thereto (the "Property"), and further declares that the Property is hereby submitted to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes (the "Condominium Ownership Act").

ARTICLE II

NAME; DESCRIPTION OF PROPERTY

2.01 Name. The name of the condominium created by this Declaration (the "Condominium") is "Gallun Tannery Row: 1818, a Condominium."

2.02 Legal Description. The land comprising the Property (the "Land") is located in the City of Milwaukee, County of Milwaukee, State of Wisconsin, and is legally described on Exhibit A attached hereto and made a part hereof.

2.03 Address. The address of the Condominium is 1812 and 1818 North Water Street and 818, 820, 822 and 824 East Hamilton Street, Milwaukee, Wisconsin.

ARTICLE III

DESCRIPTION OF UNITS

3.01 Identification of Units. The Condominium shall initially consist of thirty-seven (37) units (individually a "Unit" and collectively the "Units") located in two (2) buildings (individually, a "Building" and collectively, the "Buildings") identified on the condominium plat attached hereto as Exhibit B and made a part hereof (the "Condominium Plat"). The Condominium Plat shows floor plans for each Unit showing the layout, boundaries and dimensions of each Unit. The Units shall be identified as Units 1 through 4, inclusive, 100, 201 through 207, inclusive, 301 through 308, inclusive, 401 through 408, inclusive, 501 through 508, inclusive, 601 and 602, as numbered on the Condominium Plat. Each owner of a Unit is referred to as a "Unit Owner." Where a Unit has been sold under a land contract, the purchaser (and not the vendor) shall be the Unit Owner.

3.02 Types of Units. The Buildings contain five (5) types of Units:

(a) Thirty-one (31) of the Units, Units 201 through 207, inclusive, 301 through 308, inclusive, 401 through 408, inclusive, 501 through 508, inclusive, are residential units (the "Residential Units");

(b) Four (4) of the Units, Units 1 through 4, inclusive are residential townhouse units (the "Townhouse Units"); and

(c) One (1) of the Units, Unit 100, is a commercial unit (the "Commercial Unit"); and

(d) One (1) of the Units, Unit 601, is an antenna unit (the "Antenna Unit"); and

(e) One (1) of the Units, Unit 602, is a rooftop unit (the "Rooftop Unit"). Notwithstanding anything in this Declaration to the contrary, the Rooftop Unit shall be owned by a Residential Unit owner only and cannot be separately conveyed or transferred.

3.03 Boundaries of Units.

(a) The boundaries of each Residential Unit, Townhouse Unit and Commercial Unit shall be as follows:

(i) Upper Boundary. The upper boundary for each level of a Unit shall be the interior lower surface of the supporting members of the ceiling or roof above each level of the Unit, extended to an intersection with the perimetrical boundaries.

(ii) Lower Boundary. The lower boundary for each level of a Unit shall be the upper surface of the unfinished floor of each level of the Unit extended to an intersection with the perimetrical boundaries.

(iii) Perimetrical Boundary. The perimetrical boundaries of the Unit shall be vertical planes of the surface of the studs facing into the Unit and supporting the interior and exterior walls, or, in the case of exterior windows, the vertical planes having elevations that coincide with the exterior surface of such windows, in either case extending to intersections with each other and with the upper and lower boundaries.

(iv) Included within the description of Unit 201, is a cubicle of air as shown on the Condominium Plat, the upper boundary of which shall be the horizontal plane of the lower surface of the supporting members of the ceiling of the Unit's interior, the lower boundary of which shall be the upper surface of the yard and the perimetrical boundaries of which shall be the vertical planes having elevations which coincide with the

outside surface of the exterior wall of the Building containing Unit 201, or, in the case of the perimetrical boundaries other than the exterior wall, the vertical planes extending from the outline of the area on the Condominium Plat labeled as the "Unit 201 Yard" upward from the lower boundary of the applicable Unit 201 Yard to the upper boundary of the applicable Unit 201 Yard.

(b) The boundaries of the Antenna Unit shall be as follows:

(i) Upper Boundary. The upper boundary of the Antenna Unit shall extend upward infinitely into the airspace located directly above its lower boundary and within its perimetrical boundaries.

(ii) Lower Boundary. The lower boundary of the Antenna Unit shall be the horizontal plane of the uppermost finished surface of the roof extended to an intersection with the perimetrical boundaries.

(iii) Perimetrical Boundary. The perimetrical boundaries of the Antenna Unit shall be vertical planes having elevations which coincide with the outside surface of the exterior wall of the Building, or, in the case of the perimetrical boundaries other than the exterior wall of the Building, the vertical planes extending from the outline of the area on the Condominium Plat labeled as the "Antenna Unit" or "Unit 601" upward from the lower boundary of the Antenna Unit to the upper boundary of the Antenna Unit.

(c) The boundaries of the Rooftop Unit shall be as follows:

(i) Upper Boundary. The upper boundary of the Rooftop Unit shall extend upward fifteen feet into the airspace located directly above its lower boundary and within its perimetrical boundaries.

(ii) Lower Boundary. The lower boundary of the Rooftop Unit shall be the horizontal plane of the uppermost finished surface of the roof extended to an intersection with the perimetrical boundaries.

(iii) Perimetrical Boundary. The perimetrical boundaries of the Rooftop Unit shall be the vertical planes extending from the outline of the area on the Condominium Plat labeled as the "Rooftop Unit" or "Unit 602" upward from the lower boundary of the Rooftop Unit to the upper boundary of the Rooftop Unit.

3.04 Description of Units. It is intended that the surface of each plane described above, be it drywall, tiles, wallpaper, paneling, carpeting or otherwise covered, is included as part of each defined Unit. A Unit shall include, without limitation, all improvements now or hereafter located within such boundaries, including:

(a) Windows and doors (with all opening, closing and locking mechanisms and all hardware) which provide direct access to or within the Unit.

(b) Interior lights and light fixtures.

(c) Cabinets.

(d) Floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them.

(e) Telephone, telefax, cable television, computer, internet, stereo or other sound systems, if any, including outlets, switches, hardware and other appurtenances serving them.

(f) Plumbing fixtures, hot water heaters, fire sprinklers, if any, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and water or sewage lines serving each Unit.

(g) The heating, ventilating and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Unit to the exterior of the Condominium, including vents for furnaces, clothes dryer, range hood, all other exhaust fans, and such other vents appurtenant to each Unit, condensers and all connections thereto serving each Unit.

(h) For the Antenna Unit only, all electrical fixtures, outlets and switches designed to serve the Unit exclusively and the junction boxes serving them and all cable television, telephone and computer outlets, if any, designed to serve the Unit exclusively and the junction boxes serving them.

(i) For the Rooftop Unit only, all improvements (interior and exterior) located within the Rooftop Unit including decking and any structures approved by the Association and any items listed in subsection 3.04 (a) – (g) above which have been incorporated into such approved structure.

3.05 Items Not Included as Parts of Units. Specifically not included as part of a Unit are those structural components of each Building; except as included in the Rooftop Unit, exterior doors and windows; except as included in the Rooftop Unit, balcony and deck support structures and railings; waterproofing elements of the roof of the Building; any portion of the plumbing, electrical or mechanical systems of a Building serving more than one (1) Unit, another Unit or a Building as a whole, even if located within that Unit; and any conduits, soffits, plenums, chases and chimneys that serving more than one (1) Unit, another Unit or a Building as a whole, even if located within the Unit. Any of the above are Common Elements.

3.06 Unit Owners. The term "Unit Owner" shall mean any owner of a Unit, the term "Residential Unit Owner" shall mean any owner of a Residential Unit, the term "Townhouse Unit Owner" shall mean any owner of a Townhouse Unit, the term "Commercial Unit Owner" shall mean any owner of a Commercial Unit, the term "Antenna Unit Owner" shall mean any owner of an Antenna Unit and the term "Rooftop Unit Owner" shall mean any owner of a Rooftop Unit. More than one Unit Owner (whether or not they own the same Unit) shall be referred to collectively as the "Unit Owners," the "Residential Unit Owners," the "Townhouse Unit Owners," the "Commercial Unit Owners," the "Antenna Unit Owners" or the "Rooftop Unit Owners."

3.07 Ingress and Egress. Each Unit Owner shall have a perpetual easement as necessary to have ingress and egress over the Common Elements to and from the Unit owned by such Unit Owner. The right is appurtenant, and shall pass with title to, each Unit.

ARTICLE IV

COMMON ELEMENTS; LIMITED COMMON ELEMENTS

4.01 Common Elements. The common elements (the "Common Elements") shall mean every portion of the Condominium other than the Units. The Common Elements shall include, without limitation, the following, to the extent the same are not included within the boundary of any Unit:

(a) The Land and all easements, rights and appurtenances pertaining thereto;

(b) The paved driveways and drive aisles, common parking areas, pedestrian walkways, if any, and bicycle pathways, if any, landscaping, catch basins and mains, situated on the Land;

(c) The foundations, columns, pilasters, girders, beams, decorative balconies, supports, main walls (which shall be defined as exterior walls and surfaces), walls common to two (2) or more Units, structural walls, roof trusses and roofs, structural components between levels of the Buildings, common doors, garage doors, garage door operating mechanisms and all other parts of the Condominium used for parking;

(d) All elevators, common lobbies, mail rooms, common restrooms, common stairways and landings, common hallways, common entrances and exits, common signs and directories, any offices for building management or security;

(d) That part of any gas and water mains, laterals, pipes and conduits designed or intended for use in connection with the Condominium and not included as part of any Unit;

(e) Building-wide systems (including without limitation, security systems, security lighting, plumbing, electrical, fire protection, life safety, exhaust and venting, mechanical, telecommunications, telephone and cable television) and all conduits, soffits, plenums, chases and chimneys containing or designed to contain all or any part of such systems, to the extent such systems and containers are not included as part of any Unit;

(f) Waste and recycling rooms, closets and chutes, electrical, mechanical generator, equipment, utility and janitor closets, rooms and vaults; and

(e) Any other portion of the improvements to the Land which is not included within the boundary of a Unit as described above.

4.02 Limited Common Elements. Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one or more but less than all of the Units. Such Common Elements shall be referred to collectively as "Limited Common Elements." The following Common Elements shall be reserved for the exclusive use of one or more Unit Owners as described herein and as designated and reserved for any Unit(s) on the Condominium Plat:

(a) All sidewalks, access ways, steps, stoops, decks, functional balconies and patios, elevators and elevator shafts, building entrance and exit doors, windows, balcony or deck railings, signs or directories, lobbies or entryways connected to, leading directly to or from, or adjacent to each Unit, as designated and reserved for any Unit(s) on the Condominium Plat;

(b) The parking spaces and storage areas identified on the Condominium Plat, as designated and reserved for any Unit(s);

(c) The mailbox, as designated and reserved for any Unit; and

(d) all other Common Elements serving one or more but not all of the Units, as designated and reserved for any Unit(s) as shown on the Condominium Plat.

Any Unit Owner to which the use of a parking space or storage area is assigned as a Limited Common Element may grant by deed, subject to the rights of any existing mortgagee, the use of such parking space or storage area to any other Unit Owner, thereafter, the grantor has no further right to use the Limited Common Element, provided, however, each Unit shall have no fewer than one (1) parking space assigned to such Unit at all times.

4.03 Conflict Between Unit Boundaries; Common Element Boundaries.

(a) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly-authorized construction, reconstruction or repair of a Building, or as a result of settling

or shifting of a Building, then the existing physical boundaries of such Units or Common Elements shall be conclusively presumed to be the boundaries of such Units or Common Elements, regardless of the variations between the physical boundaries described in Sections 3.02 and 3.03 or elsewhere in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Units or Common Elements.

(b) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly-authorized construction, reconstruction or repair of a Building, or as a result of settling or shifting of a Building, then a valid easement for the encroachment and for its maintenance shall exist so long as such Building stands; provided, however, that if any such encroachment or easement materially impairs any Unit Owner's enjoyment of the Unit owned by such Unit Owner or of the Common Elements in the judgment of the board of directors of the Association (as defined below), such encroachment shall be removed or just compensation shall be provided to each injured Unit Owner within ninety (90) days of the discovery of the encroachment.

(c) Following any change in the location of the boundaries of the Units under this Section 4.03, the square footages of all affected Units or Common Elements shall continue to be determined by the square footages, if any, shown on the Condominium Plat for all purposes under this Declaration.

ARTICLE V
PERCENTAGE INTERESTS; VOTING

5.01 Percentage Interests. The undivided percentage interest in the Common Elements appurtenant to each Unit for all purposes, including establishing a Unit Owner's percentage of insurance proceeds or condemnation awards in the event the Condominium is completely destroyed or taken by eminent domain and is not reconstructed, as set forth in Articles IX and X, and for the purpose of establishing a Unit Owner's percentage of any surplus in Construction Funds as set forth in Sections 9.06 and 10.06, shall be as set forth on Exhibit C and shall be referred to herein as the "Percentage Interest."

5.02 Conveyance, Lease or Encumbrance of Percentage Interest. Any deed, mortgage, lease or other instrument purporting to convey, encumber or lease any Unit shall be deemed to include the Unit Owner's undivided Percentage Interest in

the Common Elements and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein.

5.03 Voting. Each Residential Unit and Townhouse Unit shall have one (1) vote in the Association. The Commercial Unit shall have two (2) votes in the Association. The Antenna Unit shall have one (1) vote in the Association. The Rooftop Unit shall not have a vote in the Association.

5.04 Multiple Owners. If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the Bylaws.

5.05 Limitations on Voting Rights. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner's name and current mailing address, and the name and address of the Mortgagee of the Unit, if any, has been furnished to the secretary of the Association. The Bylaws of the Association may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit and the amount necessary to release the lien has not been paid at the time of the voting.

ARTICLE VI

CONDOMINIUM ASSOCIATION

6.01 General. Following the conveyance of the first Unit to any person other than Declarant, all Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as "Gallun Tannery Row: 1818 Condominium Owners Association, Inc." (the "Association"), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium, which may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose. The Association shall be incorporated as a non-profit corporation under the laws of the State of Wisconsin. The powers and duties of the Association shall include those set forth in the Association's articles of incorporation (the "Articles") and the bylaws (the "Bylaws"), the Condominium Ownership Act, this Declaration and Chapter 181, Wisconsin Statutes (the "Wisconsin Nonstock Corporation Law"). All Residential Unit Owners and Townhouse Unit Owners, tenants of Residential Units and Townhouse Units and all other persons and entities that in any manner use the Property or any part thereof through any Residential Unit or Townhouse Unit shall abide by and be subject to all of the provisions of all rules

and regulations of the Association (collectively, the "Rules and Regulations"). Unless specified in the Rules and Regulations, the Rules and Regulations shall not apply to the Commercial Unit Owner or the tenants of the Commercial Unit or any other person or entity that in any manner use the Property or any part thereof through the Commercial Unit. All Unit Owners, tenants of Unit Owners and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all of the provisions of this Declaration, the Articles and the Bylaws. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time and shall distribute to each Unit Owner, the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Residential Unit Owners and Townhouse Unit Owners or as expressly stated therein.

6.02 Declarant Control. Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until a Unit has been sold to any person other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed upon, Declarant under this Declaration through its duly authorized agent. After a Unit has been sold to any person other than the Declarant, except as provided in Section 6.03, 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, the Bylaws, the Condominium Ownership Act, this Declaration and the Wisconsin Nonstock Corporation Law from the date the first Unit of this Condominium is conveyed by the Declarant to any person other than Declarant, until the earliest of: (a) three (3) years from such date, unless the statute governing condominiums is amended to permit a longer period, in which event, such longer period shall apply; or (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Percentage Interests to purchasers; or (c) thirty (30) days after the Declarant's election to waive its right of control.

6.03 Board of Directors. The affairs of the Association shall be governed by a board of directors. Prior to the conveyance of twenty-five percent (25%) of the Percentage Interests to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the directors on the board of directors. Prior to the conveyance of fifty percent (50%) of the Percentage Interests to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the directors on the board of directors.

6.04 Maintenance and Repairs.

(a) Common Elements. The Association shall be responsible for the management and control of the Common Elements, including the Limited Common Elements and shall maintain the same in good, clean and attractive order and repair. In addition, the Association shall be responsible for repairing and replacing any mechanicals such as elevators which are not part of a Unit; for cleaning and decorating any common lobbies; for snow plowing all sidewalks, driveways, drive aisles, parking areas; for maintaining, repairing and replacing all outdoor amenities, including lawns (excluding the Unit 201 Yard which shall be the responsibility of the Unit Owner of Unit 201), landscaping (excluding the Unit 201 Yard which shall be the responsibility of the Unit Owner of Unit 201), sidewalks, bicycle paths, driveways, drive aisles and parking areas and for otherwise providing and maintaining all Common Elements, including the Limited Common Elements.

(b) Units. Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within the Unit (including the electrical, heating and air conditioning systems serving such Unit, and including any ducts, vents, wires, cables or conduits designed or used in connection with such electrical, heating or air conditioning systems), exterior patio areas, flooring of balconies and decks appurtenant to the Unit, with respect to Unit 201, for maintaining the Unit 201 Yard, except to the extent any repair cost is paid by the Association's insurance policy described in Section 8.01. Each Unit shall at all times be kept in good condition and repair. If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or a condition that results in damage to the Common Elements, the Association, upon fifteen (15) days' prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 6.07.

(c) Damage Caused by Unit Owners. To the extent (i) any cleaning, maintenance, repair or replacement of all or any part of any

Common Elements or a Unit is required as a result of the negligent, reckless or intentional act or omission of any Unit Owner, tenant or occupant of a Unit, or (ii) any cleaning, maintenance, repair, replacement or restoration of all or any part of any Common Element or a Unit is required as a result of an alteration to a Unit by any Unit Owner, tenant or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or any committee thereof) or (iii) the Association is required to restore the Common Elements or a Unit following any alteration of a Common Element or Limited Common Element required by this Declaration, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owners of the Unit occupied by such tenant or occupant or responsible for such guest, contractor, agent or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement and restoration.

6.05 Common Expenses. Any and all expenses incurred by the Association in connection with the management of the condominium, maintenance of the Common Elements and other areas described in Section 6.04 and administration of the Association shall be deemed to be common expenses (the "Common Expenses"). The Common Expenses shall include the "Base Common Expenses" and the "Additional Common Expenses," both as defined in this Section 6.05.

(a) "Base Common Expenses" shall mean all Common Expenses other than the Additional Common Expenses (as defined in Section 6.05(b)), including, without limitation, expenses incurred for the following items to the extent such items are not Additional Common Expenses: insurance premiums, reserve funds for maintenance, repairs and replacements of the Common Elements and Limited Common Elements at such time as the Association has determined that maintaining such a reserve fund is necessary, landscaping and lawn care; cleaning and janitorial service; snow shoveling and plowing; improvements to the Common Elements and Limited Common Elements; common grounds security lighting; municipal utility services provided to the Common Elements and Limited Common Elements; trash collection; and maintenance and management salaries and wages.

(b) "Additional Common Expenses" shall mean all Common Expenses incurred by the Association in connection with:

(i) increased or additional insurance premiums that occur as a direct result of improvements made after completion of the initial

construction of the Buildings for the exclusive benefit of a Class of Units (as defined below);

(ii) the management and control of all parts of and improvements to the Condominium, whether Common Elements or Limited Common Elements, that (A) were not a part of the Condominium as initially constructed, (B) improve the Condominium or any part thereof beyond the condition and standard for the Condominium or such part at the time that the Condominium was initially constructed and (C) benefit exclusively a Class of Units or specific Units (for example, upgraded floor coverings in a common lobby that benefits only the Residential Units); and

(iii) the management and control of all amenities and services provided by the Association that benefit exclusively one Class of Units (including, without limitation, the Association's hiring of a doorperson for the common lobby shared only by the Residential Units or hiring or installing of a security monitoring service to serve only the Commercial Unit).

6.06 General Assessments. Beginning on the date the first Unit is conveyed to a party other than the Declarant, the Association shall levy monthly general assessments (the "General Assessments") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments shall include "Base General Assessments" and "Additional General Assessments," both as defined in this Section 6.06.

(a) The "Base General Assessments" shall include all General Assessments against the Units for the purpose of maintaining a fund from which the Base Common Expenses may be paid. The Base General Assessments shall be assessed against each Unit on an itemized basis in the proportion of a fraction, the numerator of which is the Percentage Interest applicable to such Unit and the denominator of which is the sum of the Percentage Interest that are appurtenant to all of the Units within the applicable Building (or within the portion of a Building served exclusively by a particular, itemized service or cost), except that (i) until occupancy permits have been issued for all Units, the General Assessments for insurance premiums shall be levied evenly against all Units for which occupancy permits have been issued and (ii) the Base General Assessments for the maintenance and repair of the parking areas within the Condominium shall be assessed to the Unit Owners based upon the number of parking spaces

assigned as Limited Common Elements to a Unit, in proportion to the total number of parking spaces in the Condominium.

(b) The "Additional General Assessments" shall include all General Assessments against the Units for the purposes of maintaining a fund from which the Additional Common Expenses may be paid. Each Additional General Assessment shall be levied to maintain a fund for a particular Additional Common Expense and shall be assessed against the Units which benefit exclusively from such Additional Common Expense. The Units which benefit exclusively from the Additional Common Expense shall be referred to individually as a "Benefited Unit" and collectively as the "Benefited Units." Each Additional General Assessment shall be assessed against each Benefited Unit in the proportion of a fraction, the numerator of which is the Percentage Interest appurtenant to such Unit and the denominator of which is the sum of the Percentage Interest that are appurtenant to all of the Benefited Units.

EXAMPLE: Suppose that a particular Additional Common Expense benefits exclusively the Residential Units 201 – 207, inclusive. Suppose further that the Percentage Interest for such Residential Units are as follows: Unit 201 – 2.4718%, Unit 202 – 2.9220%, Unit 203 – 1.8925%, Unit 204 – 1.6127%, Unit 205 – 2.0667%, Unit 206 – 2.0393% and Unit 207 – 3.8946%. The Additional General Assessment levied to fund the Additional Common Expense would be assessed against Unit 201, for example, in the proportion of 2.4718% (the Percentage Interest appurtenant to Unit 201) divided by 16.8996% (the sum of the Percentage Interests appurtenant to Unit 201 – Unit 207, inclusive) = 14.6264%.

(c) All General Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall be subject to a late fee and/or may bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act. Notwithstanding the foregoing, Units owned by Declarant for which occupancy permits have not been issued shall not be subject to General Assessments. If, however, the General Assessments against the Units not owned by Declarant would exceed the amount specified in the approved operating budget (excluding any portion of General Assessments to fund reserves) during the first two years following

the recording of this Declaration, Declarant shall either: (a) record a document to cause its Units to be subject to General Assessments; or (b) pay to the Association the amount necessary to cause the General Assessments against the Unit not owned by Declarant to be reduced to the amount specified in the approved operating budget (excluding any portion of General Assessments used to fund reserves).

6.07 Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Unit Owners, or any of them, for deficiencies in the case of destruction or condemnation as set forth in Section 9.05 and Section 10.05; for defraying the cost of improvements to the Common Elements (including improvements made to or maintenance costs of the Limited Common Elements); for the collection of monies owed to the Association under any provision of this Declaration, including, without limitation, Section 6.04 and Article XIII, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. In addition, the Association may, with the written consent of those Unit Owners holding at least fifty-one percent (51%) of the votes appurtenant to one or more types of Units (i.e., any of the Residential Units, the Townhouse Units, the Commercial Unit, the Antenna Unit or the Rooftop Unit) (such type or types identified being referred to herein as a "Class of Units") levy Special Assessments against such Class of Units for the purpose of funding certain Common Expenses that benefit only such Class of Units, in which case the Special Assessments shall be levied against each Unit within such Class of Units in accordance with the ratio each such Unit's undivided Percentage Interest bears to the Percentage Interest appurtenant to all of the Units within such Class of Units. Furthermore, if the Board of Directors is presented with a petition signed by those Unit Owners holding a fifty-one percent (51%) of the votes appurtenant to a Class of Units, the Board shall levy Special Assessments against all Units within such Class of Units pursuant to the preceding sentence. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs and reasonable attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

6.08 Common Surpluses. In the event that the surpluses of the Association (the "Common Surpluses") should be accumulated, other than surpluses in any construction fund as described in Section 9.06 and Section 10.06, such Common Surpluses may be credited against the Unit Owners' General Assessments in

proportion to their respective Percentage Interests or may be used for any other purpose as the Association may determine.

6.09 Certificate of Status. The Association shall, upon the written request of an owner, purchaser or Mortgagee of a Unit, issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

6.10 Management Services. The Association shall have the right to enter into a management contract with a manager selected by the Association (the "Manager"). All amounts payable by the Association to the Manager under the management contract shall be chargeable to the Owners as a Base Common Expense. The management contract shall be subject to termination by the Association under Section 703.35 of the Wisconsin Statutes.

6.11 Assessments Against Units Owned by Declarant.. No General Assessments shall be assessed against any Unit owned by Declarant until such time as all or a portion of the Unit can be legally occupied and written occupancy permits for such Unit or portion have been issued by the City of Milwaukee and all other governmental entities from which a permit is required for occupancy. However, during the period of Declarant control as set forth in Section 6.02, the General Assessment payable by any Unit Owner other than Declarant shall not exceed the amount that Unit Owner would be charged if occupancy permits had been issued for all of the Units, based on an annual operating budget prepared or approved in writing by the Declarant. During the period of Declarant control, Declarant shall pay the deficit if the total General Assessments payable by Unit Owners other than Declarant shall not cover total Common Expenses. If a portion but not all of a Commercial Unit owned by Declarant can be legally occupied and written occupancy permits for such portion have been issued by the City of Milwaukee and all other governmental entities from which a permit is required for occupancy, General Assessments may be assessed against that Commercial Unit only on a pro rata basis determined by multiplying the percentage interest in the Common Elements as determined under Section 5.01 that is appurtenant to such Commercial Unit by a fraction, the numerator of which is the square footage of the portion of the Commercial Unit that can be legally occupied and the denominator of which is the total square footage of the Commercial Unit as shown on the Condominium Plat.

ARTICLE VII

ALTERATIONS AND USE RESTRICTIONS

7.01 Unit Alterations.

(a) A Unit Owner may make improvements and alterations within its Unit; provided, however, that such improvements or alterations shall not (i) impair the structural soundness or integrity, (ii) lessen the structural support of any portion of the Condominium, (iii) reduce the Unit's soundproofing effectiveness below that which existed at the time the Unit was originally built-out as disclosed in the Sound Attenuation Disclosure, a copy of which report shall be made a part of the condominium disclosure book required by Condominium Ownership Act and (iv) does not impair any easement. A Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any portion of the Common Elements without obtaining the prior written permission of the Association, which permission may be denied in the sole discretion of the Association. Any approved improvement or alteration which changes the exterior dimensions of a Unit must be evidenced by recording a modification to this Declaration and the Condominium Plat before it shall be effective and must comply with the then applicable legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract or similar security interest.

(b) A Unit Owner acquiring an adjoining part or all of another Unit may remove all or any part of the intervening partition wall or create doorways or stairway apertures through the floor or other apertures therein. This may be done even if the partition wall or floor may, in whole or in part, be a Common Element, provided that those acts do not impair the structural integrity or lessen the support of any portion of the Condominium, do not reduce the value of the Condominium, and do not impair any easement. The creation of doorways or other apertures is not deemed an alteration of boundaries.

(c) If a Unit Owner acquires all of one or more adjoining Units, the Unit Owner's Percentage Interest shall be recalculated to be the sum of the Percentage Interest for all of the Units so combined.

7.02 Merger, Separation and Boundary Relocation. Boundaries between Units may be relocated upon compliance with Section 703.13(6) of the Condominium Ownership Act and with the written consent of the Association. Any Unit may be separated into more than one Unit only upon compliance with Section 703.13(7) of the Condominium Ownership Act. Two or more Units may be merged into a single unit only upon compliance with Section 703.13(8) of the Condominium Ownership Act and with the written consent of the Association. No boundaries of any Units may be relocated, no Unit may be separated and no Units may be merged hereunder without the consent of all Owners and Mortgagees having an interest in the Unit or Units affected. Any Unit Owner applying for a boundary relocation, separation or merger of Units shall provide to the Association for review complete plans and specifications for the relocation, separation or merger, accompanied by a signed statement from a Wisconsin-licensed structural engineer or professional engineer specializing in structural engineering certifying that the alteration described by the plans and specifications will not impair the structural integrity or strength of the Building. Furthermore, each Unit Owner applying for a boundary relocation, separation or merger shall pay for the Association's cost of application review and documentation, including, without limitation, any and all engineering, surveying and legal fees incurred by the Association in considering such application and preparing any documentation, whether or not the application is ultimately approved. Where any boundary relocation, separation or merger would require the approval of the municipality in which the Condominium is located, the applicant shall obtain such approval. The Association may recover any unpaid costs by imposing a Special Assessment against the applicant's Unit. Following any boundary relocation, separation or merger, the percentage interests in the Common Elements shall be reallocated as follows:

(a) In the case of a boundary relocation or separation, the Percentage Interests that were formerly appurtenant to the Units whose boundaries are being adjusted or created shall be determined as follows: for each resulting Unit (the "Resulting Unit"), the Percentage Interests of the two Units whose boundary is being reallocated (the "Original Units") shall be added together, and multiplied by a fraction, the numerator of which is the square footage of the Resulting Unit, and the denominator of which is the square footage of both Resulting Units. The product is the new Percentage Interest for the Resulting Unit. Furthermore, votes in the Association appurtenant to each resulting Unit shall be one (1).

(b) In the case of the merger of two or more Units, the Percentage Interests appurtenant to the resulting Unit shall be the combined percentages of the Units from which the resulting Unit was created. Furthermore, votes in

the Association appurtenant to the resulting Unit shall be the combined votes of the Units from which the resulting Unit was created.

(c) An amendment to the Declaration or the plat pursuant to these procedures shall require only the signatures only of the Association and the owners and mortgagees of the affected Units.

7.03 Expenses. All expenses involved in any improvements, alterations boundary changes or Unit mergers approved by the Association or permitted under this Article, whether or not completed, including all expenses to the Association, shall be borne by the Unit Owner or Unit Owners involved and may be charged as a Special Assessment to the affected Units in accordance with Section 6.07.

7.04 Use and Restrictions on Use of Unit.

(a) Residential Units and Townhouse Units. Each Residential Unit and Townhouse Unit shall be used for single-family residential purposes and for no other purpose unless otherwise authorized by the Association prior to the commencement of such use. A Residential Unit or Townhouse Unit shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include persons related by birth, marriage or legal adoption) plus no more than two unrelated persons. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office or professional practice, may be conducted from any Residential Unit or Townhouse Unit. The foregoing restrictions as to residence and use shall not, however, be construed in such a manner as to prohibit a Unit Owner from: (i) maintaining his or her personal professional library in his or her Residential Unit or Townhouse Unit; (ii) keeping his or her personal business or professional records or accounts in his or her Residential Unit or Townhouse Unit; (iii) handling his or her personal or business records or accounts in his or her Residential Unit or Townhouse Unit; or (iv) handling his or her personal business or professional telephone calls or correspondence from his or her Residential Unit or Townhouse Unit. Nothing in this Section 7.04 shall authorize the maintaining of an office at which customers or clients customarily call and the same is prohibited.

(b) Commercial Unit. The Commercial Unit may be used for office, commercial, service or retail purposes and for no other purpose unless otherwise authorized by the Association prior to the commencement of such use. The Commercial Unit Owner shall not permit the reproduction of sound

which is audible outside the Commercial Unit and shall not permit odors to be unreasonably dispelled from the Commercial Unit. The hours of public operation of the Commercial Unit shall be no earlier than 7:00 a.m. and no later than 11:00 p.m. on any day. No sign of any kind shall be displayed on or in the Commercial Unit which is visible to the general public or any Unit Owner from outside of such Commercial Unit except that the Commercial Unit Owner(s) may place signs on the exterior of the first floor of the Building containing the Commercial Unit or in the exterior windows or doors serving only the Commercial Unit, so long as such signs (i) meet all applicable codes of the City of Milwaukee and (ii) are approved in writing by the Declarant, during any period in which the Declarant still owns an interest in any Unit. This Section 7.04(b) may not be amended or deleted without the prior written consent of the Commercial Unit Owners holding at least sixty-seven percent (67%) of the votes appurtenant to the Commercial Unit. No consent of a Commercial Unit Owner required hereunder shall be effective unless it is jointed in by the first Mortgagee, if any, of such Unit.

(c) Antenna Unit. The Antenna Unit shall be used for purposes of installation, repair, maintenance, and operation of: antennas, satellite dishes, cameras, telecommunications, cable television, fixed wireless telephone, broadcast, weather monitoring and other similar equipment for the transmission and reception of signals; all wiring, cabling, equipment, cabinets, boxes, masts and other items necessary, appropriate or required by law for the use of the foregoing; and all fences, gates, screens and other items necessary, appropriate or required by law or by the Association for screening or securing any items installed or located on or in the Antenna Unit. No sign of any kind shall be displayed on or in any Antenna Unit which is visible to the public from outside of such Antenna Unit. The signs prohibited under this paragraph include, but are not limited to, painted logos, pictures or lettering on any antennas, satellite dishes, cameras or other items or equipment installed or located on or in any Antenna Unit. In addition, the Antenna Unit Owner shall have the right to attach bolts, screws, hooks, brackets, nails and other fasteners to the exterior walls of the rooftop stairwell penthouse forming the perimetrical boundaries of the Antenna Unit owned by such Antenna Unit Owner, provided that: (i) the Antenna Unit Owner complies with this Declaration, all Rules and Regulations of the Association, as applicable, and all applicable laws, codes, statutes, rules, regulations, ordinances and orders with regard to the alteration or improvement of the Antenna Unit owned by such Antenna Unit Owner or the items installed in such Antenna Unit, and obtains all approvals and permits required thereby; (ii) the Antenna Unit Owner does nothing that will materially and adversely affect the physical condition of the Building or the value of any Unit (other

than the Antenna Unit owned by such Antenna Unit Owner); and (iii) the Antenna Unit Owner does nothing that will invalidate or decrease the value, term or effectiveness of any roof warranty or other warranty with respect to the Common Elements that is then in effect. Each Antenna Unit Owner shall have a perpetual, non-exclusive easement to use the interior of the rooftop stairwell penthouse and the interior of the mechanical room, if any, in the uppermost floor of the Building, and all shelves, spaces, ducts, conduits, boxes and cabinets located within the rooftop stairwell penthouse and such mechanical room or elsewhere within the rooftop stairwell penthouse and such mechanical room or elsewhere within the Common Elements to the extent the same are not occupied by equipment, components or wiring necessary for the operation of any systems in the Building that serve any Unit or the Building (collectively, the "Rooftop Equipment Easement Areas"), for purposes of installing, operating, maintaining, repairing and replacing any wiring, cabling, equipment, cabinets, boxes and other items necessary or appropriate for the use of items installed or located in or on the Antenna Unit owned by such Antenna Unit Owner in accordance with the provisions of this Declaration. Each Antenna Unit Owner shall have the right to attach bolts, screws, hooks, brackets, nails and other fasteners to interior walls of the penthouse, mechanical room and any rooms and closets included in the Rooftop Equipment Easement Areas, provided that: (i) the Antenna Unit Owner complies with this Declaration, the Rules and Regulations of the Association, as applicable, and all applicable laws, codes, statutes, rules, regulations, ordinances and orders with regard to the alteration or improvement of the Antenna Unit owned by such Antenna Unit Owner or the equipment or other items located or to be located in such Antenna Unit or the Rooftop Equipment Easement Areas, and obtains all approvals and permits required thereby; (ii) the Antenna Unit Owner does nothing that will materially and adversely affect the physical condition of the Building or the value of any Unit (other than the Antenna Unit owned by such Antenna Unit Owner); and (iii) the Antenna Unit Owner does nothing that will invalidate or decrease the value, term or effectiveness of any roof warranty or other warranty with respect to the Common Elements that is then in effect. Each Antenna Unit Owner shall have the right to install ducts, wiring, cables and conduits and to open holes in and through the roof of the Building, the walls and floor of the rooftop penthouse of the Building and the walls and ceilings of the mechanical room and any rooms and closets included in the Rooftop Equipment Easement Areas, for purposes of connecting equipment installed in the Antenna Unit owned by such Antenna Unit Owner to the Rooftop Equipment Easement Areas and equipment located therein. The Association shall have the right to levy Special Assessments on the Antenna Unit Owners of any Antenna Unit to which

any such installations or openings are appurtenant for (i) the cost of any repairs, maintenance or restoration to the Common Elements and Limited Common Elements that would have been covered by any warranty had the installation or opening not occurred, and (ii) the cost of any repairs, maintenance, replacements or restoration of the roof or other Common Elements or any Limited Common Elements, made necessary because of the installation or opening. The Unit Owners of any Antenna Unit to which an installation or opening is appurtenant shall maintain, repair and replace such installation or opening and the seal between the installation or opening and the Common Element or Limited Common Element in which it is located at such Antenna Unit Owners' cost, and shall at all times keep the installation or opening and the seal in good, water-tight condition and repair. If the installation or opening or the seal falls into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or a condition that results in damage to the roof or other Common Elements or Limited Common Elements, the Association shall have all rights with respect to the opening or seal that it has under this Declaration with respect to an Antenna Unit that falls into disrepair, including the rights to correct such condition, restore the installation or opening or seal, and be reimbursed by the Antenna Unit Owners of the Antenna Unit to which the installation or opening is appurtenant, at such Antenna Unit Owners' cost and using the method and materials prescribed by the Association. The easements and rights granted in this subsection may be used by the Antenna Unit Owners and their respective tenants, employees, agents and invitees, and appurtenant to, and shall pass with title to, each Antenna Unit. The Association may adopt provisions in its Articles and the Bylaws and Rules and Regulations, as applicable, requiring the Antenna Unit Owners (a) to obtain the approval of the Association or a committee thereof, which approval shall not be unreasonably withheld or delayed, prior to attaching any item to the surface of the roof or installing any items or opening any holes in or through the roof, and (b) to install, at the Antenna Unit Owners' cost, a separate meter for all electricity and other utilities used by the Antenna Unit owned by such Antenna Unit Owners and any improvements or other items installed or contained in such Antenna Unit or installed by such Antenna Unit Owners in the Rooftop Equipment Easement Areas, and to pay directly for all such separately metered electricity and utilities. Notwithstanding anything herein to the contrary, if the Antenna Unit Owner(s) decide to quit claim the Antenna Unit to the Association or to the remaining Unit Owners in undivided interests, the Antenna Unit Owner shall be relieved of all obligations under this Declaration except from those arising, whether or not known at the time of such transfer, prior to the transfer of the Antenna Unit; and, if the Antenna Unit is transferred to the remaining Unit Owners in

undivided interests, the Percentage Interest of each Unit Owner will be recalculated based on square footage assuming that the Antenna Unit will become a portion of the Common Elements.

(d) Rooftop Unit. The Rooftop Unit shall be used in connection with the use permitted under Section 7.04(a) above. No sign of any kind shall be displayed on or in any Rooftop Unit which is visible to the public from outside of such Rooftop Unit. The signs prohibited under this paragraph include, but are not limited to, painted logos, pictures or lettering on any portion of any Rooftop Unit. In addition, the Rooftop Unit Owner shall have the right to attach bolts, screws, hooks, brackets, nails and other fasteners to the roof of the Building and to otherwise pierce the roof of the Building for purposes of connecting to its adjacent Residential Unit, provided that: (i) the Rooftop Unit Owner complies with this Declaration, all Rules and Regulations of the Association, as applicable, and all applicable laws, codes, statutes, rules, regulations, ordinances and orders with regard to the alteration or improvement of the Rooftop Unit owned by such Rooftop Unit Owner or the items installed in such Rooftop Unit, and obtains all approvals and permits required thereby; (ii) the Rooftop Unit Owner does nothing that will materially and adversely affect the physical condition of the Building or the value of any Unit (other than the Rooftop Unit owned by such Rooftop Unit Owner or the Residential Unit(s) owned by the same Unit Owner); and (iii) the Rooftoop Unit Owner does nothing that will invalidate or decrease the value, term or effectiveness of any roof warranty or other warranty with respect to the Common Elements that is then in effect. Each Rooftop Unit Owner shall have a perpetual, non-exclusive easement for access to its Rooftop Unit over the roof of the Building, provided, however, it is intended that the Rooftop Unit will be used in connection with one or more adjacent Residential Units, and that the Unit Owner owning such Units shall, at its sole cost and expense, construct a stairwell between the adjacent Unit(s), subject to the provisions of this Declaration (including compliance with Section 7.02 above). The Association shall have the right to levy Special Assessments on the Rooftop Unit Owners of any Rooftop Unit to which any such installations or openings are appurtenant for (i) the cost of any repairs, maintenance or restoration to the Common Elements and Limited Common Elements that would have been covered by any warranty had the installation or opening not occurred, and (ii) the cost of any repairs, maintenance, replacements or restoration of the roof or other Common Elements or any Limited Common Elements, made necessary because of the installation or opening. The Unit Owners of any Rooftop Unit to which an installation or opening is appurtenant shall maintain, repair and replace such installation or opening and the seal between the installation or opening and the Common

Element or Limited Common Element in which it is located at such Rooftop Unit Owners' cost, and shall at all times keep the installation or opening and the seal in good, water-tight condition and repair. If the installation or opening or the seal falls into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or a condition that results in damage to the roof or other Common Elements, Limited Common Elements or other Unit(s), the Association shall have all rights with respect to the opening or seal that it has under this Declaration with respect to a Rooftop Unit that falls into disrepair, including the rights to correct such condition, restore the installation or opening or seal, and be reimbursed by the Rooftop Unit Owners of the Rooftop Unit to which the installation or opening is appurtenant, at such Rooftop Unit Owners' cost and using the method and materials prescribed by the Association. The easements and rights granted in this subsection may be used by the Rooftop Unit Owners and their respective tenants and invitees, and appurtenant to, and shall pass with title to, each Rooftop Unit. The Association may adopt provisions in its Articles and the Bylaws and Rules and Regulations, as applicable, requiring the Rooftop Unit Owners (a) to obtain the approval of the Association or a committee thereof, which approval shall not be unreasonably withheld or delayed, prior to attaching any item to the surface of the roof or installing any items or opening any holes in or through the roof, and (b) to install, at the Rooftop Unit Owners' cost, a separate meter for all electricity and other utilities used by the Rooftop Unit owned by such Rooftop Unit Owners and any improvements or other items installed or contained in such Rooftop Unit, and to pay directly for all such separately metered electricity and utilities.

7.05 Nuisances. No nuisances shall be allowed upon the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under Section 8.01. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

7.06 Lease of Units. Each Residential Unit or Townhouse Unit or any part thereof may be rented by written lease or otherwise occupied by a non-Unit Owner in exchange for money, provided that

(a) without the Association's prior written consent, the term of any such lease shall not be less than twelve (12) months, provided that the

Unit shall first be occupied by the Unit Owner for at least six (6) months prior to the commencement of any lease,

(b) the Unit Owners have obtained the prior written approval of the Association to the proposed tenant and the terms of the proposed lease,

(c) the lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws and the Rules and Regulations, providing that the lease is subject and subordinate to the same,

(d) the lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation, and

(e) that no more than eight (8) Residential Units/Townhouse Units may be leased at any time, provided, however, such limit shall not apply to Declarant owned and leased Units, nor shall Declarant owned and leased Units decrease the availability of such eight (8) Units for leasing.

The Association may withhold approval upon any reasonable basis, including, but not limited to: the failure of the lease terms to comply with all provisions of this Declaration, the Articles, the Bylaws and the Rules and Regulations; the past failure of the tenant or its guests to abide by all provisions of this Declaration, the Articles, the Bylaws and the Rules and Regulations; and the past use by the tenant or its invitees or guests of any part of the Condominium in a manner offensive or objectionable to the Association or other occupants of the Condominium by reason of noise, odors, vibrations, or nuisance.

During the term of any lease of all or any part of a Residential Unit or Townhouse Unit (the "Rented Unit"), each applicable Residential Unit Owner or Townhouse Unit Owner (the "Landlord") of such Rented Unit shall remain liable for the compliance of the Rented Unit, such Landlord and all tenants of the Rented Unit with all provisions of this Declaration, the Bylaws and the Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Rented Unit. The Association may require that a copy of each lease of all or any part of a Rented Unit, be filed with the

Association. The restrictions against leasing contained in this Section 7.06 shall not apply to leases of the Units by the Declarant or leases of the Units to the Association or leases of all or any portion of the Commercial Unit or Antenna Unit. For purposes of this provision, the Rooftop Unit shall be considered a part of the Residential Unit(s) to which it is merged.

7.07 Signs. No sign of any kind shall be displayed to the public view on any Residential Unit, Townhouse Unit, Antenna Unit or Rooftop Unit without the written consent of the Association and, if Declarant owns at least one Unit, the Declarant. The Declarant reserves the right to erect signs, gates or other entryway features surrounded with landscaping at the entrances to the Condominium and to erect appropriate signage for the sales of Units.

7.08 Garbage and Refuse Disposal. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste. All clippings, rocks or earth must be in containers.

7.09 Storage. Outdoor storage of personal property shall not be permitted, except that furniture intended for outdoor use may be kept on patios, functional balconies or decks so long as the same are kept in a neat and sightly condition. No firewood or wood pile shall be kept outside a structure unless it is neatly stacked and screened from street view.

7.10 Landscaping. Unit Owners may not plant any decorative plants, vegetables and shrubbery outside of their Unit without the prior written consent of the Association, which consent shall be in the Association's sole discretion. Notwithstanding the foregoing, Unit Owners may display healthy potted plants on such Unit Owners' patios, functional balconies or decks without the consent of the Association. The Unit Owner of Unit 201 shall have the right to landscape the Unit 201 Yard with the Association's reasonable approval.

7.11 Obstruction of Common Elements. The entries, passages, corridors, hallways, elevators, driveways, drive aisles, stairways and other Common Elements of the Condominium shall not be obstructed for any purpose and shall only be used for their intended purposes. None of the Common Elements shall be littered or defaced in any manner nor shall any objects be placed in the Common Elements including welcome mats, shoes, plants and decorations of any kind, notwithstanding the foregoing, small religious objects not more than six inches in length (such as mezzuzot) may be fastened to the exterior frame of the doorway into a Unit, provided they do not violate any applicable building codes.

7.12 Soundproofing Effectiveness.

(a) Residential Unit Owners shall keep sixty percent (60%) or more of all non-carpeted surfaces, measured on a room-by-room basis, covered with area rugs. In addition, the flooring of all bedrooms in Residential Units shall be carpeted with at least 32-ounce padding.

(b) All alterations which affect the soundproofing effectiveness of a Unit in any way must be approved by the Association. A Unit Owner proposing to alter such Unit Owner's Unit, which alteration involves replacing a carpeted floor surface with a non-carpeted floor surface or which involves changes to the soundproofing materials installed in the ceiling, walls or floors of a Unit during the construction or re-construction of the Buildings at the time of formation of the Condominium, shall deliver copies of all plans and specifications for such proposed alteration to the Association for the Association's review and approval, in the Association's sole discretion. The Association shall endeavor to approve all such alterations which can be shown not to reduce the existing soundproofing effectiveness or which can be shown to increase the existing soundproofing effectiveness, provided, however, the burden of providing clear evidence of such result is with the Unit Owner requesting the Association's approval.

7.13 Parking Reassignment. The Association may make temporary, reasonable reassignments of parking which do not comply with the assignment of the parking spaces set forth on the Condominium Plat, to provide a preferred parking space to accommodate the needs of a Unit Owner with preferred parking needs, as determined in the reasonable discretion of the Association. By acceptance of a deed to a Unit in the Condominium, each Unit Owner consents to such reassignments from time to time. The original assignments of the parking spaces as set forth on the Condominium Plat shall be reinstated at such time as the accommodated Unit Owner no longer requires such preferred parking space.

7.14 Animals. Unit Owners shall be allowed to keep up to: (i) two (2) cats or one (1) dog per Unit; or (ii) one (1) dog and one (1) cat per Unit; or (iii) subject to a combined weight limit of seventy-five (75) pounds (at maturity), two (2) dogs per unit. Service dogs are not subject to the weight restrictions. No Rottweilers or Pit Bulls or other potentially vicious guard dogs shall be allowed anywhere within the Condominium. Animals shall be carried or kept on a leash of no longer than 30 inches at all times when not in the Units and shall display a friendly demeanor towards people and other pets. In addition to cats and dogs, small animals that are kept in a cage or tank may also be permitted with Association approval. All animals shall not unreasonably disturb other

Condominium residents and shall not be left unattended in any portion of the Common Elements. All animals must be registered with the Association and properly licensed according to local law. Owners of animals shall be pecuniarily liable for damage caused by their animals. Kennels shall be kept inside their respective owner's Unit. Unit Owners are responsible for the immediate clean-up of their animals regardless of the circumstances and pet excrement must either be flushed down a toilet or sealed in an airtight, waterproof bag and deposited in the Unit Owner's garbage.

7.16 Attachments to Common Elements. No Unit Owner shall attach bolts, screws, hooks, brackets, nails or other fasteners to any Common Element (including without limitation, any portion of any ceiling, wall or floor that is a Common Element), without the prior written consent of the Association. The Association shall have the right to require, as a condition to granting its consent, that any such attachment be performed by the Association's contractor or an approved contractor at the Unit Owner's expense, notwithstanding the foregoing, small religious objects not more than six inches in length (such as mezzuzot) may be fastened to the exterior frame of the doorway into the Unit, provided they do not violate any applicable building codes.

7.17 Attachments to Limited Common Elements. No Unit Owner shall attach bolts, screws, hooks, brackets, nails or other fasteners to the ceiling, floor, or to the walls, pillars or beams forming the boundaries of any Limited Common Element for parking or storage without the prior written consent of the Association. The Association shall have the right to require, as a condition to granting its consent, that any such attachment be performed by the Association's contractor at the Unit Owner's expense.

ARTICLE VIII

INSURANCE

8.01 Fire and Extended Loss Insurance. The board of directors of the Association shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Elements and for the Association's service equipment, supplies and personal property. Insurance coverage for the Common Elements shall be reviewed and adjusted by the board of directors of the Association from time to time to ensure that the required coverage is at all times provided. The insurance maintained by the Association shall be written on the Condominium's Common Elements in the name of the Association as insurance trustee for the individual Unit Owners in their respective percentage interests in the Common Elements, and may

list each Unit Owner as an additional insured with respect to its Unit. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be Common Expenses. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article IX.

8.02 Public Liability Insurance. The board of directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least $1,000,000 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers, and for the individual Unit Owners in their respective percentage interests in the Common Elements. Such insurance policy shall contain a "severability of interest" or cross-liability endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners. All premiums for such insurance shall be Base Common Expenses.

8.03 Fidelity Insurance. Subsequent to the sale by Declarant of the first Unit, the Association shall require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be named insured and the insurance shall be in an amount of not less than fifty percent (50%) of the Association's annual operating expenses and reserves. All premiums for such insurance shall be Base Common Expenses.

8.04 Unit Owners' Insurance. Each Unit Owner shall insure all of its Unit and its own personal property (whether or not such personal property is stored within the Unit owned by such Unit Owner or any Common Element or Limited Common Element), and shall also maintain in effect at all times a comprehensive homeowner's liability policy in the case of a Residential Unit Owner, Townhouse Unit Owner or Rooftop Unit Owner and commercial general liability in the case of the Commercial Unit Owner or Antenna Unit Owner. Each such policy shall name the Association as an additional insured. The homeowner's liability policy shall provide for coverage in the minimum amount of $300,000 per occurrence for personal injury and/or property damage and the commercial general liability policy

shall provide for coverage in the minimum amount of $1,000,000 per occurrence for personal injury and/or property damage. The Association may require an increase in such minimum coverage amounts from time to time to comport with the prevailing practice. Nothing shall prohibit Unit Owners from maintaining insurance with limits in excess of those maintained by the Association or with additional insured risks. Unit Owners are encouraged to submit copies of the disclosure materials for the Condominium to their insurance carriers in order to ensure adequate property and liability coverages.

8.05 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy.

8.06 Standards for All Insurance Policies. All insurance policies provided under this Article VIII shall be written by companies duly qualified to do business in the State of Wisconsin, with a general policyholder's rating of at least "A" and a financial rating of at least Class VII, as rated in the latest edition of Best's Key Rating Guide, unless the board of directors of the Association determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

ARTICLE IX

RECONSTRUCTION, REPAIR OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION

9.01 Determination to Reconstruct or Repair. If all or any part of the Common Elements become damaged or are destroyed by any cause, the damaged Common Elements shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds by an amount of up to

$50,000 times the number of Units then making up the Condominium. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization to the Association to so repair or reconstruct. If such authorization is challenged, whether through action taken at a meeting of Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all of the Unit Owners, and such repair or reconstruction shall be deemed approved if the votes appurtenant to any one Unit are cast in favor of such repair or reconstruction.

9.02 Plans and Specifications. Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the damaged Common Elements, unless (1) a majority of the first Mortgagees (one vote per mortgaged Unit) approve of the variance from such plans and specifications; and (2) the board of directors of the Association authorizes the variance in the case of reconstruction of or repair to the Common Elements. In the event that a variance is authorized from the maps, plans, and specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

9.03 Responsibility for Repair. In all cases after a casualty has occurred to the Common Elements, the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

9.04 Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee pursuant to Section 8.01 shall be disbursed by the Association for the repair or reconstruction of the damaged Common Elements and the Unit. The Association shall have no responsibility to repair, reconstruct, or replace any Unit, or any improvements located within a Unit. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged Property has been completely restored or repaired as set forth in Section 9.06.

9.05 Assessments For Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to Common Elements shall be in proportion to each Unit Owner's Percentage Interest. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

9.06 Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the Association as trustee for the purpose of rebuilding or

reconstructing any damage to the Common Elements or any Property taken by eminent domain are referred to herein as "Construction Funds." It shall be presumed that the first monies disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective Percentage Interests.

9.07 Damage or Destruction of Unit. Following any damage or destruction to any improvements located within any Unit, the Unit Owner shall repair and restore such Unit to its condition prior to the damage or destruction as soon as possible but in any case within two hundred seventy (270) days of the damage or destruction.

ARTICLE X

CONDEMNATION

10.01 Allocation of Award. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

(a) Every Unit Owner shall be allocated the entire award for the taking of all or part of the respective Unit or any improvements located therein and for consequential damages to the Unit or improvements located therein.

(b) In the event no reconstruction is undertaken, any award for the taking of Common Elements shall be allocated to all Unit Owners in proportion to their respective Percentage Interest.

10.02 Determination to Reconstruct Common Elements. Following the taking of all or part of the Common Elements, the Common Elements shall be restored or reconstructed.

10.03 Plans and Specifications for Common Elements. Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans and specifications used in the original construction of the portion unless seventy-five percent (75%) of the Unit Owners, whose authorization shall be effective only if joined in by the first mortgagee of the Unit, shall authorize, in writing, a variance from such plans and specifications. In the event that a variance is authorized from the maps, plans or specifications contained in the Condominium Plat or this

Declaration, an amendment shall be recorded by the Association setting forth such authorized variances.

10.04 Responsibility for Reconstruction. In all cases after a taking of all or part of the Common Elements, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

10.05 Assessments for Deficiencies. If the condemnation award for the taking of the Common Elements is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments shall be in proportion to each Unit Owner's respective Percentage Interest and shall constitute a Common Expense.

10.06 Surplus in Construction Fund. It shall be presumed that the first monies disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among all Unit Owners in proportion to their respective Percentage Interest.

10.07 Percentage Interests Following Taking. Following the taking of all or any part of any Unit, the Percentage Interest appurtenant to any Unit shall be equitably adjusted to reflect the respective relative values of the remaining Units (or portions thereof) to all of the Units, determined without regard to the value of any improvements located within the Units, based upon the proportion the square footage of each Unit bears to the total square footage for all of the Units of the Condominium, but not included in this calculation is the square footage of the portion of Unit 201 labeled on the Condominium Plat as the Unit 201 Yard and each of Unit 601 and Unit 602 if they shall still exist, shall be deemed to have a square footage calculation equal to the lesser of the actual square footage of such Unit, or 100 square feet (regardless of the actual square footage of such Unit).The Association shall promptly prepare and record an amendment to the Declaration reflecting the new Percentage Interests.

ARTICLE XI

MORTGAGEES

11.01 Notice. Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Unit (the "Mortgagee") that has so requested of the Association in a writing received by the Association's agent for service of process shall be entitled to receive notice of the following matters:

(a) The call of any meeting of the membership or the board of directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles or the Bylaws.

(b) Any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles or the Bylaws or any rules and regulations.

(c) Any physical damage to the Common Elements in an amount exceeding Twenty Thousand Dollars ($20,000).

11.02 Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of Article XII of this Declaration, neither Section 11.01 nor any Section of this Declaration requiring the approval of any Mortgagee to any action shall be amended unless all Mortgagees have given their prior written approval.

11.03 Owners of Unmortgaged Units. Whenever any provision contained in this Declaration requires the consent or approval (whether by vote or in writing) of a stated number or percentage of Mortgagees to any decision, each Unit Owner of any unmortgaged Unit shall be considered a "Mortgagee" as well as a "Unit Owner" for purposes of such provision.

11.04 Condominium Liens. Any Mortgagee who obtains title to a Unit under the remedies provided in the mortgage or land contract against the Unit or through foreclosure shall not be liable for more than six (6) months of the Unit's unpaid dues and assessments accrued before the date on which the holder acquired title.

ARTICLE XII

AMENDMENT

Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least two-thirds (2/3) of the total voting interests held by all Unit Owners. No Unit Owner's consent shall be effective without the consent of the first mortgagee of such Unit. So long as the Declarant owns any Unit, the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. If any proposed amendment adversely affects any Class of Units or which imposes a discriminatory charge or fee against any Class of Units, the consent in writing of the Unit Owners owning not less than 67% of the votes appurtenant to such Class of Units, shall also be required. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Milwaukee County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association. Until the initial conveyance of all Units, this Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions.

ARTICLE XIII

REMEDIES

The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of the Declaration, either to restrain or cure the violation or to recover damages, or both, for a period which shall include thirty (30) days from the date of the filing with the Association of a petition by any Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several. Nothing herein shall be deemed to limit the rights of the City of Milwaukee or the County of Milwaukee to enforce any zoning codes, ordinances, regulations or other requirements which may be identical or similar to the requirements of this Declaration. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and in the event the Association denies or fails to act upon the petition to the satisfaction

of the petitioner within the thirty (30) day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article VI), to the extent that such petitioner shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30) day period for consideration of the petition by the Association. The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorneys' fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay for all costs of enforcement, and secondly to the owners of the Units damaged by the violation pro rata. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under Article VII. In addition to all other remedies available to the Association or to other Unit Owners under this Declaration, the Bylaws or applicable law, the Association shall have the right, following delivery of notice of violation and expiration of any cure period required under the Declaration, to impose against any Unit Owner in violation of this Declaration, the Bylaws or the Rules and Regulations, to impose a fine against such Unit Owner in accordance with the Rules and Regulations.

ARTICLE XIV

GENERAL

14.01 Utility Easements. The Declarant hereby reserves for the Association acting by and in the discretion of its board of directors, the rights to grant to the City of Milwaukee and County of Milwaukee or public or semi-public utility companies, easements and rights-of-way for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone and for other purposes, for sewers, stormwater drains, gas mains, water pipes and mains, and similar services and for performing any public or quasi-public utility function that the board of directors may deem fit and proper for the

improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as possible in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

14.02 Right of Entry. By acceptance of a Condominium Deed, each Unit Owner shall have granted a right of entry and access to its Unit to the Association to correct any condition originating in its Unit and threatening another Unit or the Common Elements, to install, alter or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium, and to maintain and repair Common Elements and other areas as described in Section 6.04. Such entry shall be made with prior notice to the Unit Owners, and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when injury or property damage will result in delayed entry. Such entry shall be done with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Unit or Units for cause in the discretion of the board of directors. In addition, Each Unit Owner (the "Entering Unit Owner") shall have an easement to enter any neighboring Unit upon reasonable notice to the Unit Owners of the neighboring Unit and the Association for the purpose of gaining access to any junction boxes, ducts, vents, wires, cables or conduits, mechanical and plumbing equipment, and other equipment for which the Entering Unit Owner is responsible, in order to maintain, repair or replace the same. Notwithstanding the foregoing, no Unit Owner shall have any easement to enter any neighboring Unit for the purpose of gaining access to any items or equipment described in this Section that (i) are otherwise accessible to such Entering Unit Owner or (ii) were not installed during the initial construction of the Building, without the permission of the then-current Unit Owners of such neighboring Unit except as provided below. Notwithstanding the aforesaid, each Unit Owner who owns a Residential Unit (the "Upper Unit") located above another Residential Unit (the "Lower Unit") shall have an easement for access to the Lower Unit for the purposes of installing, maintaining and placing plumbing and electrical and other utility conduits serving the Upper Unit within twelve (12) inches of the upper boundary of the Lower Unit. All entries by any Unit Owner into any neighboring Unit shall be made under the Association's supervision and in the presence of an Association officer or other person or property manager whom the Association may appoint. The Unit Owner entering the neighboring Unit shall do so under the supervision of the Association and shall repair any damage caused by such access. If such entering Unit Owner fails to repair such damage, the Association shall repair the damage and specially assess the cost thereof against the Unit owned by such entering Unit Owner as provided in this Declaration.

14.03 Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the agent for service of process specified in Section 14.06. All owners shall provide the secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

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

14.05 Declarant Access During Construction of Improvements. During any period of construction of the Buildings and other improvements on the Property by the Declarant, the Declarant and its contractors, and subcontractors, and their respective agents and employees, shall have access to all Common Elements as may be required in connection with said construction and shall have easements for the installation and construction of Buildings, improvements, utilities, driveways, parking areas, landscaping and other repairing or servicing of all or any part of the Condominium.

14.06 Resident Agent. The Declarant shall be the resident agent in any action against the Association or brought under the Condominium Ownership Act. Service may be made upon the Declarant by serving 1818 North Water Street, LLC, 700 North Water Street, Suite 400, Milwaukee, WI 53202, Attn: Daniel J. Walsh; provided, however, that the board of directors of the Association may at any time by duly-adopted resolution designate a successor resident agent for service of process. The designation of such person as agent shall become effective upon the execution and filing of a statement of change of registered agent with the Department of Financial Institutions as provided in the Condominium Ownership Act and the Wisconsin Nonstock Corporation Law.

14.07 Assignment of Declarant's Rights. The rights granted to the party named as "Declarant" in this Declaration may be assigned by a written, recorded instrument to any other party who assumes such rights, and, upon the recording of any such instrument, such assignee shall become, and succeed to all rights and powers granted to, "Declarant" under this Declaration.

14.08 Conflicts. In the event a conflict exists among any provisions of this Declaration, the Articles, the Bylaws and the Rules and Regulations, the Declaration shall prevail over the Articles, the Bylaws and Rules and Regulations; the Articles shall prevail over the Bylaws and the Rules and Regulations; and the Bylaws shall prevail over the Rules and Regulations.

[Execution Page Follows]

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this day lst of January, 2006.

1818 NORTH WATER STREET, LLC,
a Wisconsin limited liability company

By: Spire Development Company, LLC, a Wisconsin limited liability company, its Managing Member

By: _____
Daniel J. Walsh, Member

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this 27 day of January, 2006, Daniel J. Walsh, a member of Spire Development Company, LLC, a Wisconsin limited liability company, the Managing Member of 1818 North Water Street, LLC, a Wisconsin limited liability company, who acknowledged the foregoing document for the purposes recited therein on behalf of said limited liability company.

JAMIE L. KRAEMER NOTARY PUBLIC STATE OF WISCONSIN

_____
Name: JAMIE L. KRAEMER
Notary Public, State of Wisconsin
My Commission: 2/10/08

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage executed by 1818 N. Water Street, LLC to the undersigned recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin on March 16, 2005, as Document No. 8975433, in Volume ___ of Records, Page ___, does hereby consent to all of the terms and conditions of the foregoing Declaration, and agrees that its interest in the Property shall be subject in all respects to the terms thereof.

Dated this 30 day of January, 2006.

InvestorsBank

By: Glenn A. Michaelsen

Name: Glenn A. Michaelsen

Its: Senior Vice President

STATE OF WISCONSIN)
) ss.
COUNTY OF Waukesha)

Personally came before me this 30 day of January, 2006, Glenn A. Michaelsen, Senor Vice President of InvestorsBank, who acknowledged the foregoing document for the purposes recited therein on behalf of the same.

Sarah A. Frantz

Name: Sarah A. Frantz
Notary Public, State of Wisconsin
My Commission: 12/7/08

This document drafted by
and should be returned to:

Melanie S. Lee
Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, Wisconsin 53701-2018
(608) 229-2200

EXHIBIT A

LOTS 3, 4, 5, 6, 7, 8, THE WEST 40 FEET OF THE SOUTH 70 FEET OF LOT 9 AND THAT PART OF VACATED EAST LAND PLACE ADJOINING ON THE NORTH IN BLOCK 3 OF HUBBARD AND PEARSON'S ADDITION TO MILWAUKEE IN THE SOUTHEAST 1/4 OF THE NW 1/4 OF SECTION 21, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

EXHIBIT B

[Condominium Plat]

Doc Yr: 2006 Doc# 09180276 Page# 45 of 58

GALLUN TANNERY ROW: 1818, A CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

LOTS 3, 4, 5, 6, 7, 8, THE WEST 40 FEET OF THE SOUTH 70 FEET OF LOT 9 AND THAT PART OF VACATED EAST LAND PLACE ADJOINING ON THE NORTH IN BLOCK 3 OF HUBBARD AND PEARSON'S ADDITION TO MILWAUKEE IN THE SOUTHEAST 1/4 OF THE NW 1/4 OF SECTION 21, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

LEGEND

- + OFFSET CROSS CHISELED IN CONCRETE
- ● 1" DIA. IRON PIPE FOUND
- ● 1" X 18" IRON PIPE SET
- POWER POLE
- LIGHT POLE
- ELECTRIC SERVICE PANEL
- GAS METER
- HYDRANT
- c CONCRETE SURFACE
- ----------OHW---------- OVERHEAD WIRES

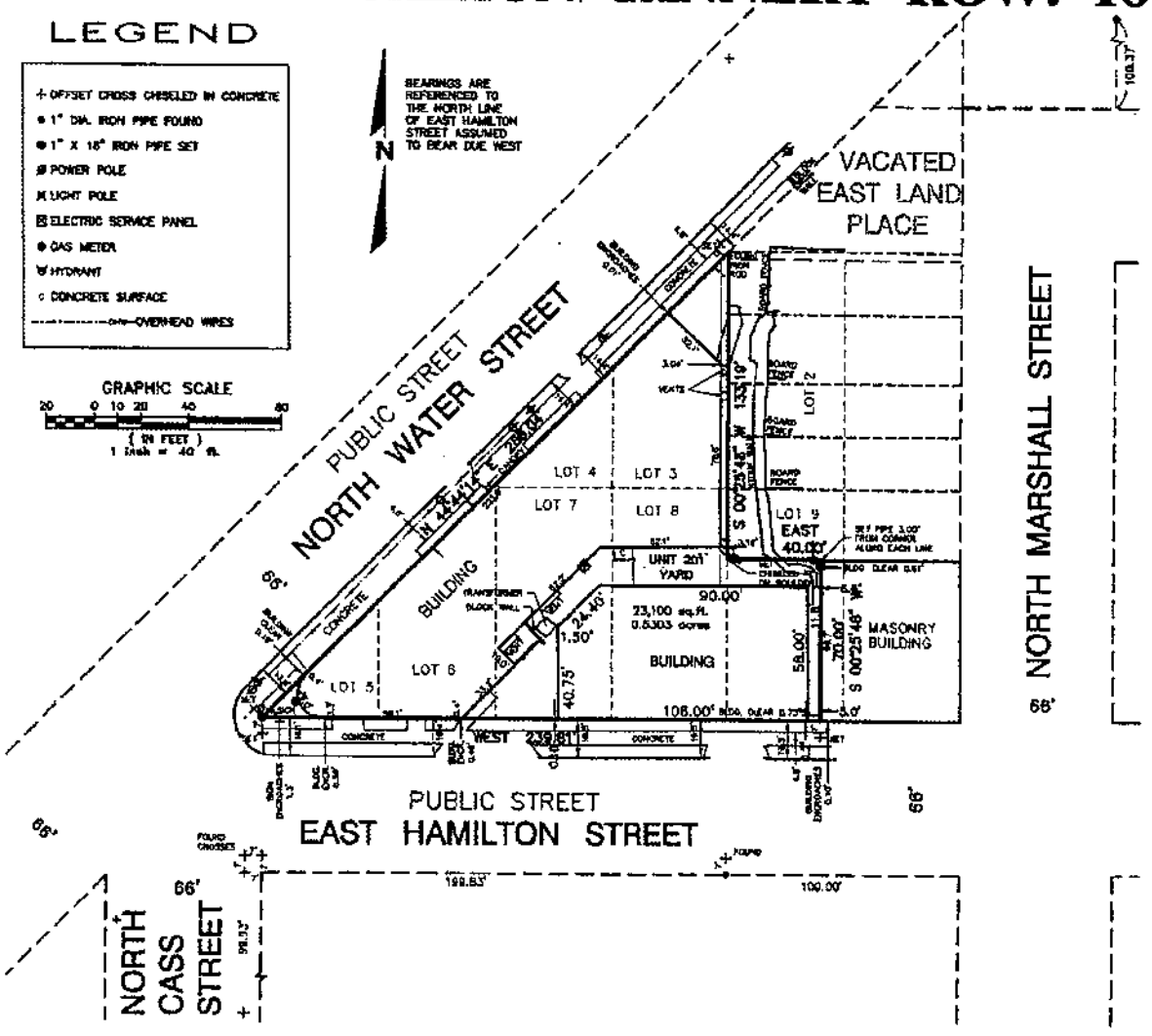
GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)

1 inch = 40 ft.

BEARINGS ARE REFERENCED TO THE NORTH LINE OF EAST HAMILTON STREET ASSUMED TO BEAR DUE WEST



NOTES:

1. COMMON ELEMENTS ARE ALL AREAS WITHIN THE CONDOMINIUM AND OUTSIDE OF THE UNITS, EXCEPT THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS.
2. REFER TO SECTION 4.02 OF THE ORIGINAL DECLARATION OF CONDOMINIUM FOR DESCRIPTIONS OF THE LIMITED COMMON ELEMENTS.

LCE = LIMITED COMMON ELEMENT – REFER TO THE DECLARATION OF CONDOMINIUM FOR A COMPLETE LIST OF THE LIMITED COMMON ELEMENTS.

I, DONALD C. CHAPUT, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARY LINES AND THE LOCATION OF THE BUILDINGS AND IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED UPON THE PROPERTY.

THIS CONDOMINIUM PLAT IS A CORRECT REPRESENTATION OF GALLUN TANNERY ROW: 1818, A CONDOMINIUM AS PROPOSED AT THE DATE HEREOF, AND THE IDENTIFICATION AND PROPOSED LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE UNDERSIGNED SURVEYOR MAKES NO CERTIFICATION AS TO THE ACCURACY OF THE DIAGRAMMATIC FLOOR PLANS OF THE CONDOMINIUM BUILDING(S) AND UNITS CONTAINED IN THE PLAT AND THE APPROXIMATE DIMENSIONS AND FLOOR AREAS THEREOF.

DONALD C. CHAPUT, RLS, S-1316

DATE

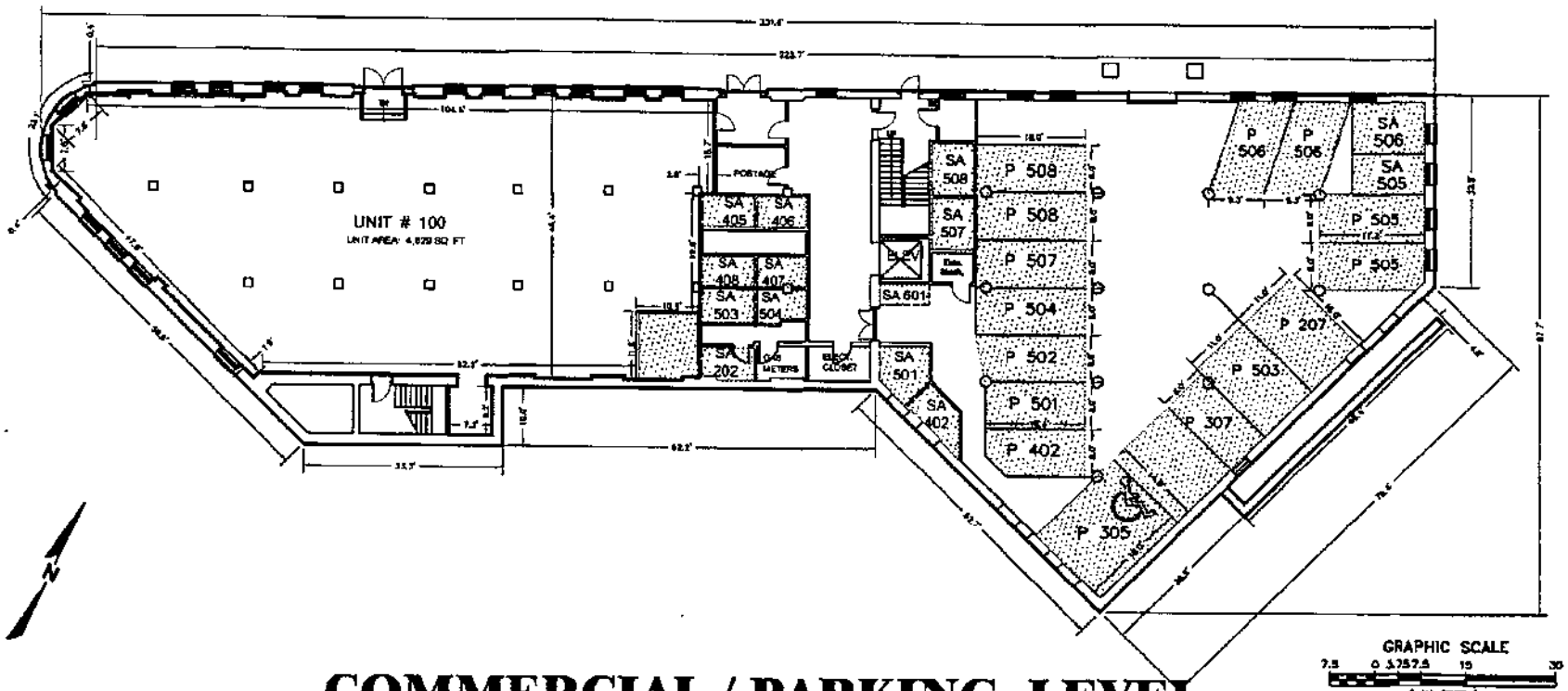
WISCONSIN
DONALD C. CHAPUT
S-1316
BROOKFIELD WI
LAND SURVEYOR

National Survey & Engineering
A Division of R.A. Smith & Associates, Inc.
262-781-1000
Fax 262-797-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938
www.nsengr.com

SHEET 1 OF 12

GALLUN TANNERY ROW: 1818, A CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



COMMERCIAL / PARKING LEVEL

GRAPHIC SCALE

7.5 0 3.75 7.5 15 30

(IN FEET)

1 inch = 15 ft.

UNITED COMMON ELEMENT

P – PARKING
SA – STORAGE AREA
ELEV. – ELEVATOR

National Survey & Engineering

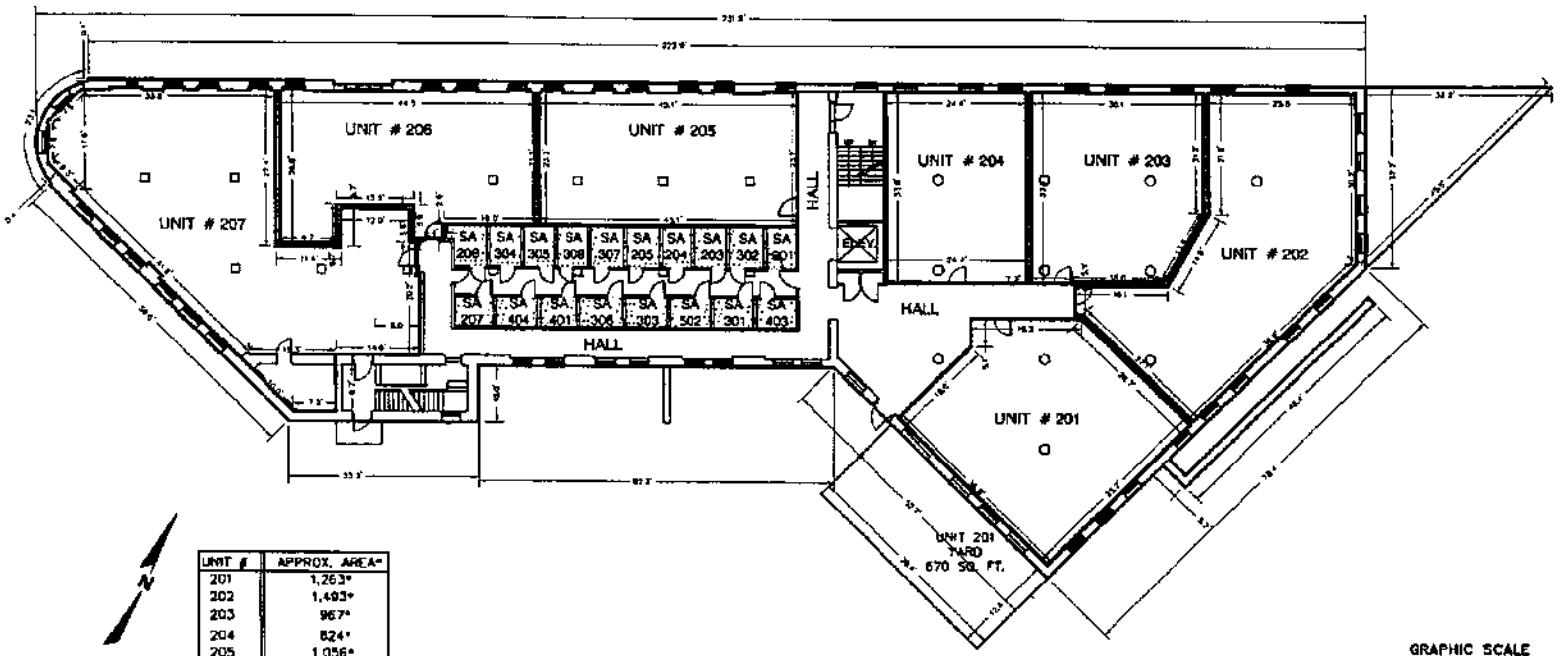
262-781-1000
Fax 262-797-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938

SHEET 2 OF 12

Doc Yr: 2006 Doc# 09180276 Page# 46 of 58

GALLUN TANNERY ROW: 1818, A CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



UNIT #	APPROX. AREA*
201	1,263*
202	1,493*
203	967*
204	824*
205	1,056*
206	1,042*
207	1,990*

* AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE BASED ON DRAWINGS SUPPLIED BY OTHERS.

SECOND FLOOR

LIMITED COMMON ELEMENT

SA – STORAGE AREA
ELEV. – ELEVATOR

GRAPHIC SCALE

7.5 0 3.75 7.5 15 30

(IN FEET)

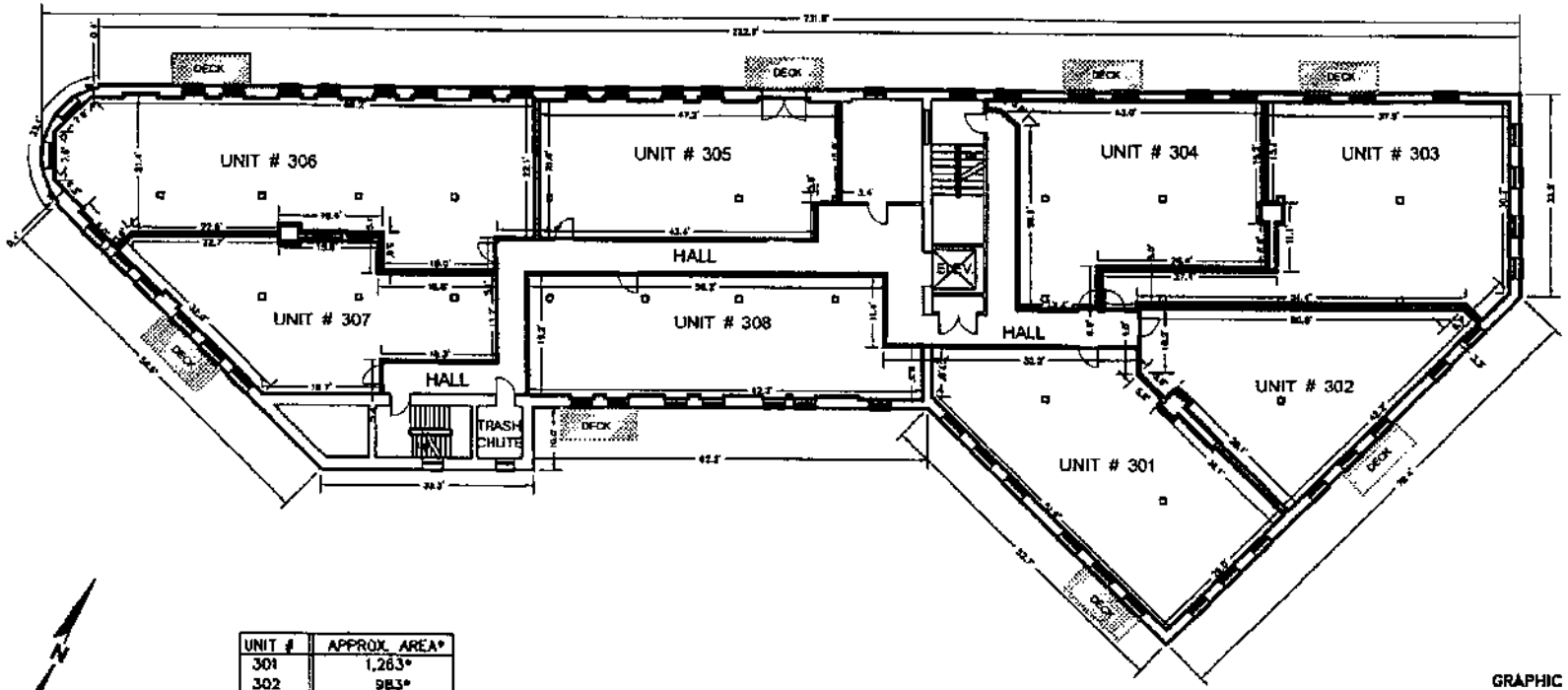
National Survey & Engineering
262-781-1000
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938

SHEET 3 OF 12

Doc Yr: 2006 Doc# 09180276 Page# 47 of 58

GALLUN TANNERY ROW: 1818, A CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



UNIT #	APPROX. AREA*
301	1,263*
302	983*
303	1,327*
304	1,097*
305	1,015*
306	1,659*
307	1,009*
308	1,144*

* AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE BASED ON DRAWINGS SUPPLIED BY OTHERS.

THIRD FLOOR

LIMITED COMMON ELEMENT

ELEV. – ELEVATOR

GRAPHIC SCALE

7.5 0 3.75 7.5 15 30

(IN FEET)

1 inch = 15 ft.

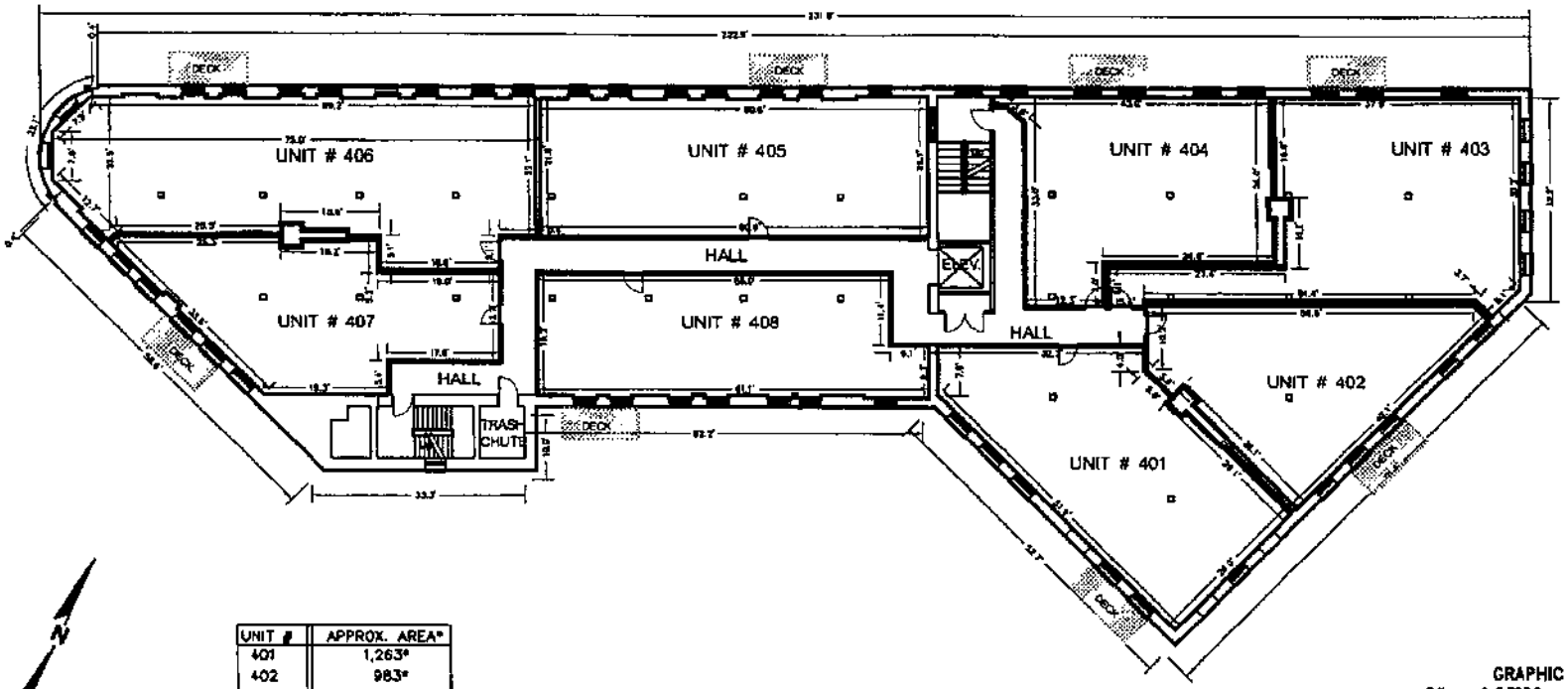
National Survey & Engineering
A Division of P.M.A. Smith & Associates, Inc.
262-781-1000
Fax 262-797-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938
www.nsek.com

SHEET 4 OF 12

Doc Yr: 2006 Doc# 09180276 Page# 48 of 58

GALLUN TANNERY ROAW: 1818, A CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



UNIT #	APPROX. AREA*
401	1,263*
402	983*
403	1,327*
404	1,097*
405	1,312*
406	1,659*
407	1,009*
408	1,123*

* AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE BASED ON DRAWINGS SUPPLIED BY OTHERS.

FOURTH FLOOR

LIMITED COMMON ELEMENT

ELEV. - ELEVATOR

GRAPHIC SCALE

7.5 0 3.75 7.5 15 30

(IN FEET)

1 inch = 15 ft.

National Survey & Engineering

262-781-1000

Fax 262-797-7373

16745 W. Bluemound Road

Suite 200

Brookfield, WI 53005-5938

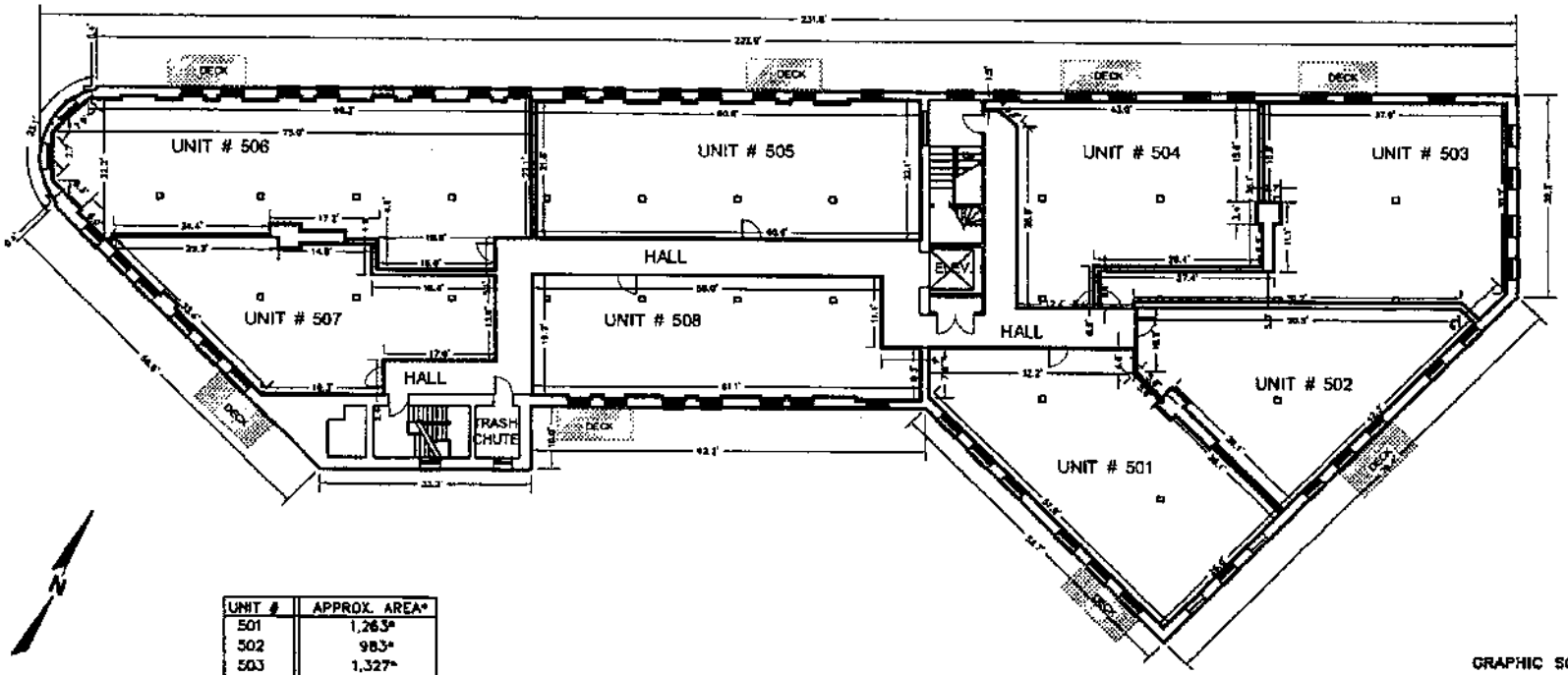
www.nsae.com

SHEET 5 OF 12

Doc Yr: 2006 Doc# 09180276 Page# 49 of 58

GALLUN TANNERY ROW: 1818, A CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



UNIT #	APPROX. AREA*
501	1,263*
502	983*
503	1,327*
504	1,097*
505	1,312*
506	1,548*
507	1,008*
508	1,123*

* AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE BASED ON DRAWINGS SUPPLIED BY OTHERS.

FIFTH FLOOR

LIMITED COMMON ELEMENT

ELEV. – ELEVATOR

GRAPHIC SCALE

7.5 0 3.75 7.5 15 30

(IN FEET)

1 inch = 15 ft.

National Survey & Engineering

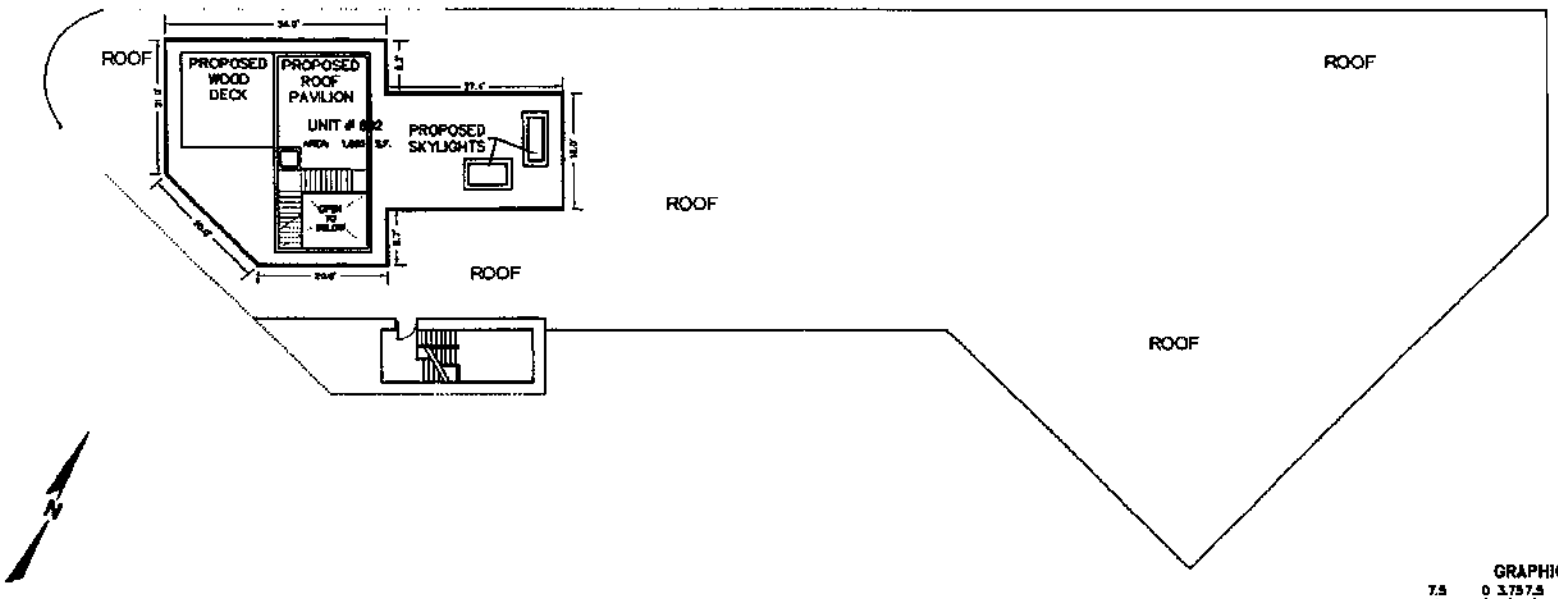
262-781-1000
Fax 262-797-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938
www.nsae.com

SHEET 6 OF 12

Doc Yr: 2006 Doc# 09180276 Page# 50 of 58

GALLUN TANNERY ROW: 1818, A CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



ROOF

LIMITED COMMON ELEMENT

GRAPHIC SCALE

7.5 0 3.75 7.5 15 30

(IN FEET)

1 inch = 15 ft.

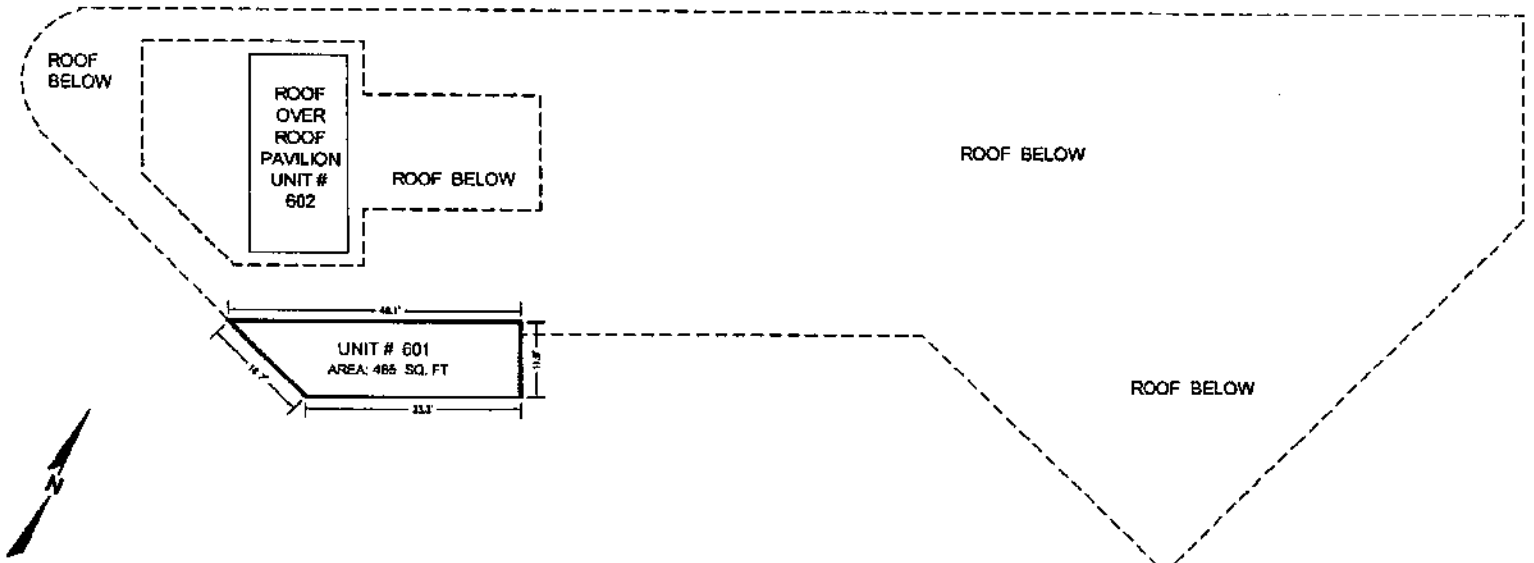
National Survey & Engineering
A Division of R.A. Smith & Associates, Inc.
262-781-1000
Fax 262-797-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938
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SHEET 1 OF 12

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GALLUN TANNERY ROW: 1818, A CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



STAIRWAY ROOF

LIMITED COMMON ELEMENT

GRAPHIC SCALE

7.5 0 3.75 7.5 15 30

(IN FEET)

1 inch = 15 ft.

National Survey & Engineering

262-781-1000

Fax 262-797-7373

16745 W. Bluemound Road

Suite 200

Brookfield, WI 53005-5938

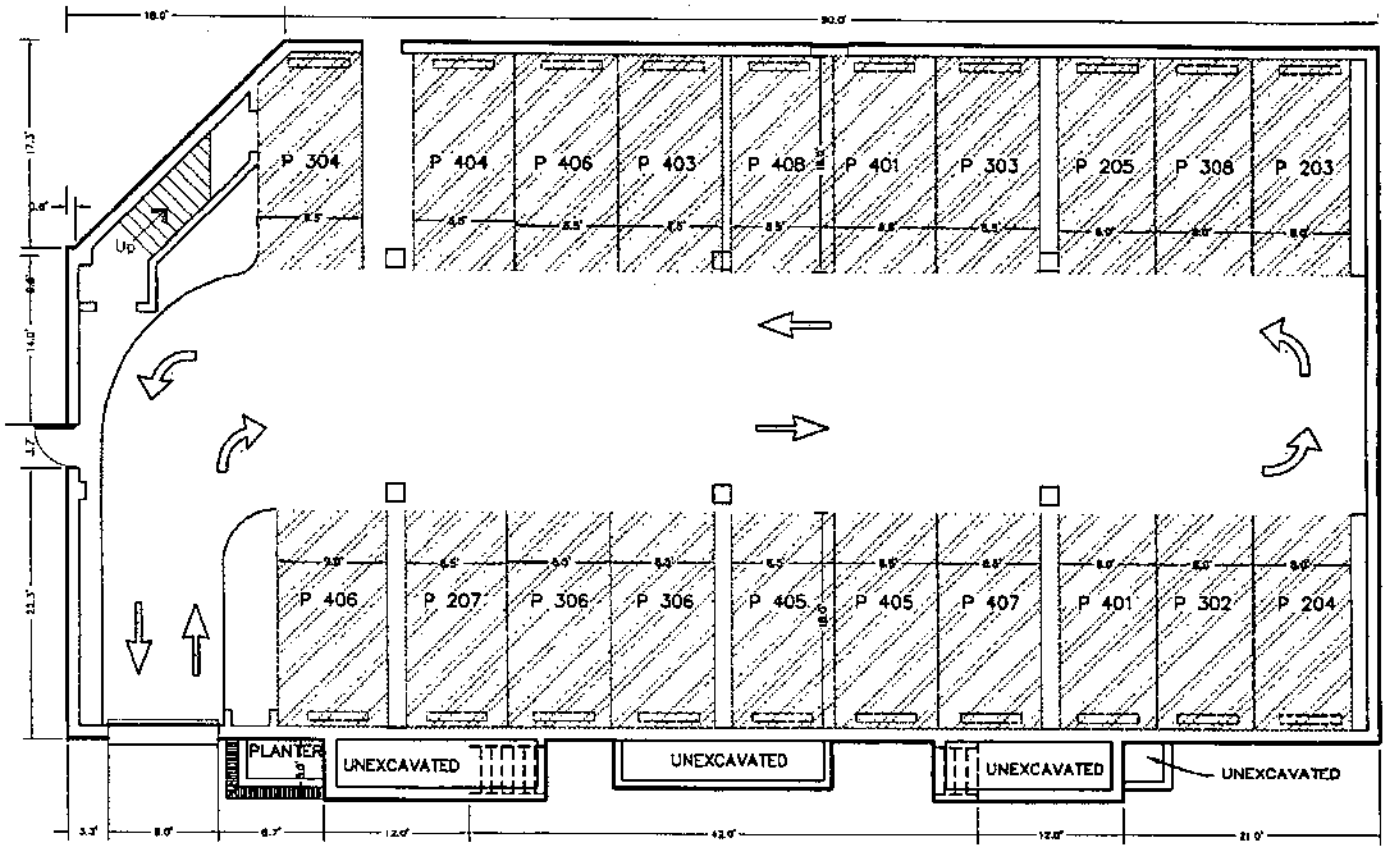
www.nsehq.com

SHEET 8 OF 12

Doc Yr: 2006 Doc# 09180276 Page# 52 of 58

GALLUN TANNERY ROW: 1818, A CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



GRAPHIC SCALE

4 0 2 4 8 16

(IN FEET)

1 inch = 8 ft.

BASEMENT LEVEL - ROWHOUSES

LIMITED COMMON ELEMENT

P - PARKING

National Survey & Engineering

262-781-1000

Fax 262-797-7373

16745 W. Bluemound Road

Suite 200

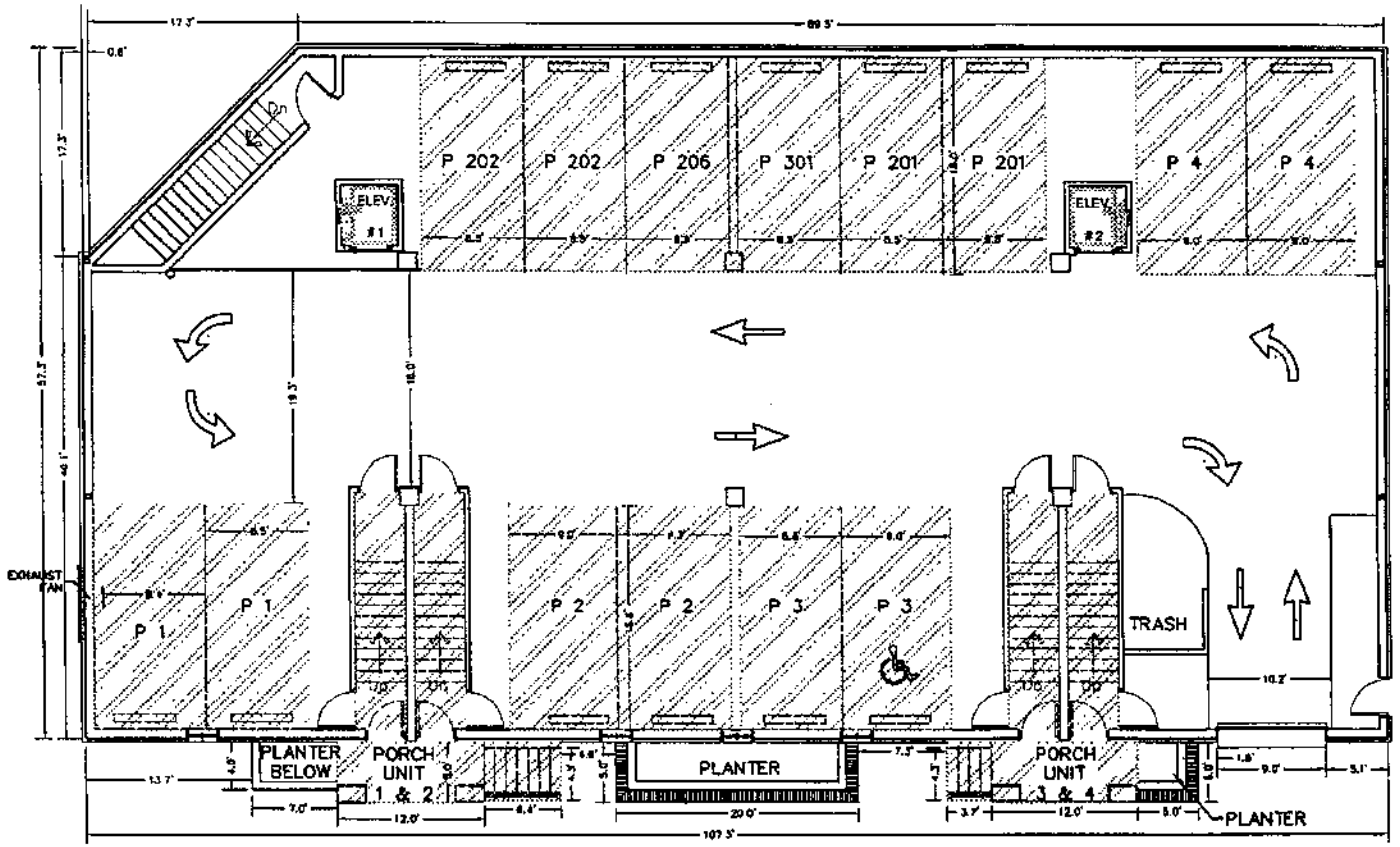
Brookfield, WI 53005-5938

SHEET 9 OF 12

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GALLUN TANNERY ROW: 1818, A CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



FIRST LEVEL - ROWHOUSES

LIMITED COMMON ELEMENT

ELEV. – ELEVATOR

P – PARKING

National Survey & Engineering
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262-781-1000
Fax 262-797-7373
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Brookfield, WI 53005-5938
www.nsine.com

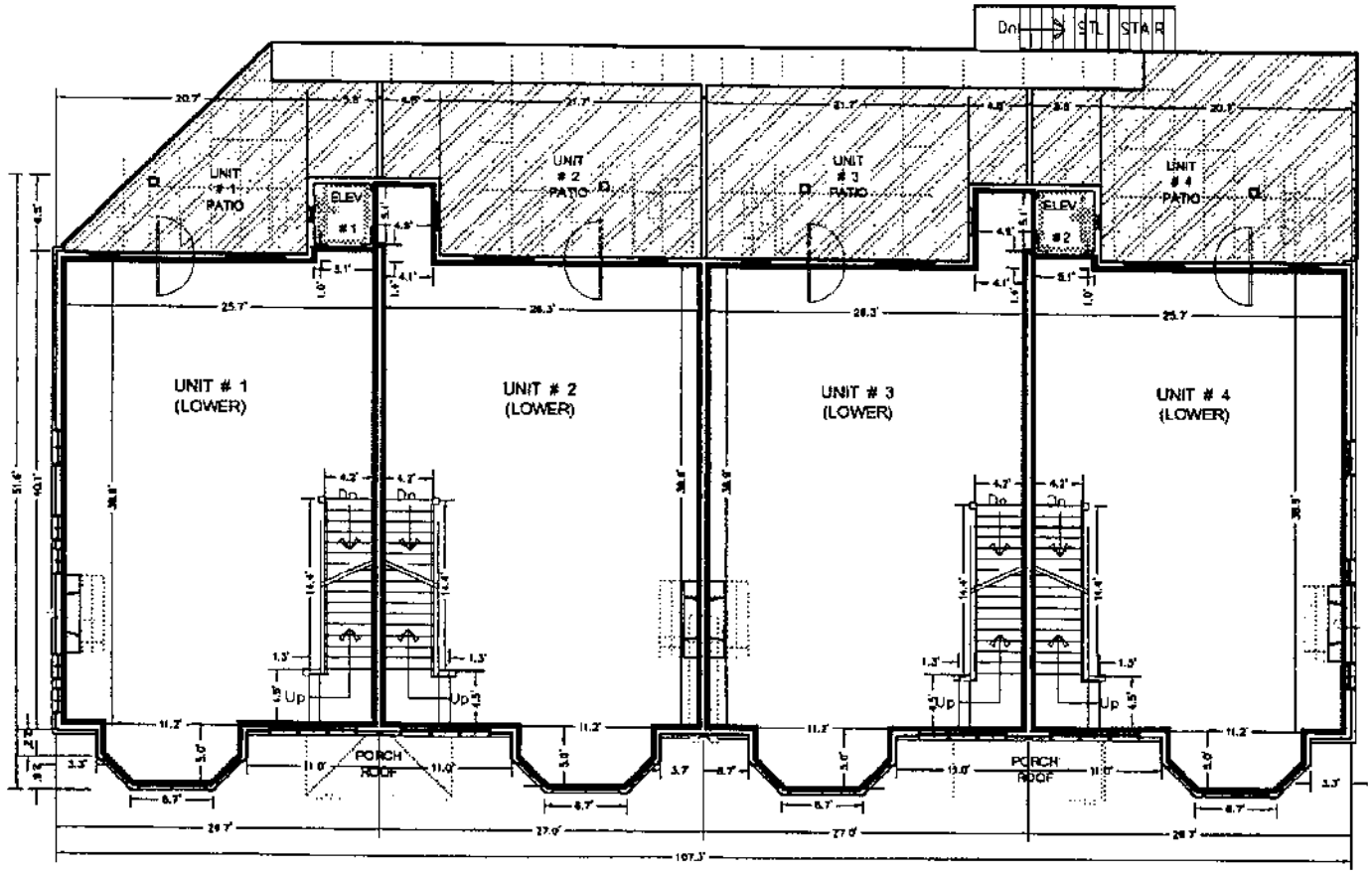
SHEET 10 OF 12

Doc Yr: 2006 Doc# 09180276 Page# 54 of 58

Doc Yr: 2006 Doc# 09180276 Page# 55 of 58

GALLUN TANNERY ROW: 1818, A CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



GRAPHIC SCALE

4 0 2 4 8 16

(IN FEET)

1 inch = 8 ft.

UNIT #	APPROX. AREA*
1	2,067*
2	2,161*
3	2,161*
4	2,067*

* AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE BASED ON DRAWINGS SUPPLIED BY OTHERS.

SECOND LEVEL - TOWNHOUSES

LIMITED COMMON ELEMENT

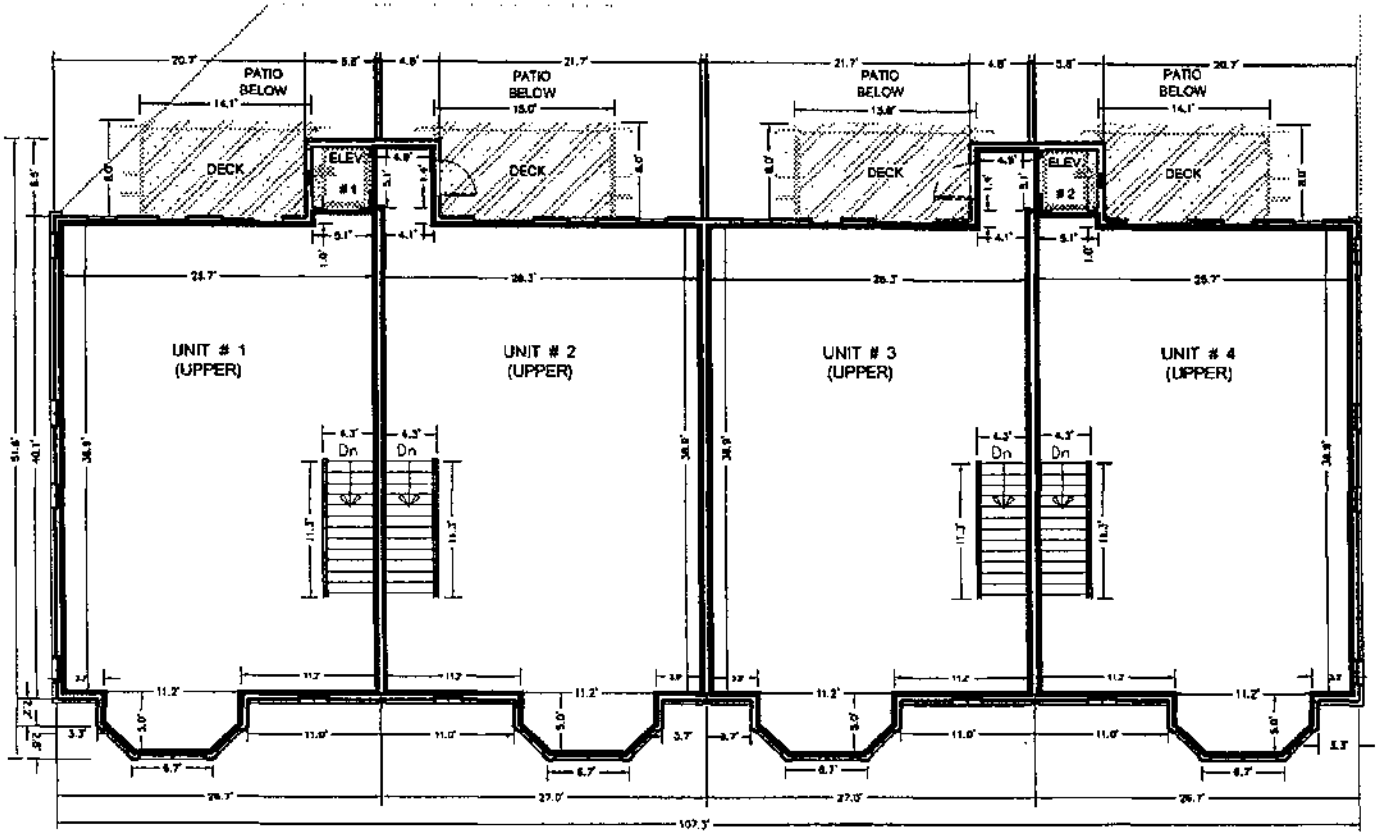
ELEV. - ELEVATOR

National Survey & Engineering
262-781-1000
Fax: 262-797-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938
www.nsae.com

SHEET 1 OF 12

GALLUN TANNERY ROW: 1818, A CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



GRAPHIC SCALE

(IN FEET)

THIRD LEVEL - TOWNHOUSES

LIMITED COMMON ELEMENT

ELEV. – ELEVATOR

National Survey & Engineering

262-781-1000
Fax 262-792-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938

SHEET 12 OF 12

Doc Yr: 2006 Doc# 09180276 Page# 56 of 58

EXHIBIT C

[Percentage Interests]

GALLUN TANNERY ROW: 1818 CONDOMINIUM OWNERS ASSOCIATION, INC.

Unit #'s / Percentage (%) Interest

# of Units	Unit #	Square Feet	Percentage (%) Interest	Type of Unit	
1	100	4,629	9.0594%	Commercial	
Total Commercial Units		4,629	9.0594%	Note A	
# of Units	**Unit #**	**Square Feet**	**Percentage (%) Interest**	**Type of Unit**	
1	1	2,067	4.0453%	Residential	
2	2	2,161	4.2293%	Residential	
3	3	2,161	4.2293%	Residential	
4	4	2,067	4.0453%	Residential	
Total Townhome Units		8,456	16.5492%		
2	201	1,263	2.4718%	Residential	
3	202	1,493	2.9220%	Residential	
4	203	967	1.8925%	Residential	
5	204	824	1.6127%	Residential	
6	205	1,056	2.0667%	Residential	
7	206	1,042	2.0393%	Residential	
8	207	1,990	3.8946%	Residential	
9	301	1,256	2.4581%	Residential	
10	302	986	1.9297%	Residential	
11	303	1,325	2.5932%	Residential	
12	304	1,113	2.1783%	Residential	
13	305	1,040	2.0354%	Residential	
14	306	1,659	3.2468%	Residential	
15	307	1,010	1.9767%	Residential	
16	308	1,143	2.2370%	Residential	
17	401	1,256	2.4581%	Residential	
18	402	986	1.9297%	Residential	
19	403	1,325	2.5932%	Residential	
20	404	1,113	2.1783%	Residential	
21	405	1,322	2.5873%	Residential	
22	406	1,667	3.2625%	Residential	
23	407	1,010	1.9767%	Residential	
24	408	1,143	2.2370%	Residential	
25	501	1,256	2.4581%	Residential	
26	502	986	1.9297%	Residential	
27	503	1,325	2.5932%	Residential	
28	504	1,113	2.1783%	Residential	
29	505	1,322	2.5873%	Residential	
30	506	1,667	3.2625%	Residential	
31	507	1,010	1.9767%	Residential	
32	508	1,143	2.2370%	Residential	
33	601	100	0.1955%	Antennae	Note A
34	602	100	0.1955%	Rooftop	Note A
Total Residential		38,011	74.3914%		
Total Condominium		51,096	100.0000%		

Note A: Deemed to be 100 sqft regardless of the actual area as shown on the plat

15



DOC # 11173284
RECORDED:
10/11/2021 08:16 AM
ISRAEL RAMON
REGISTER OF DEEDS
MILWAUKEE COUNTY, WI
AMOUNT: 30.00
FEE EXEMPT #:
TRANSFER FEE:

FIRST AMENDMENT TO
CONDOMINIUM DECLARATION

Record this document with the Register of Deeds

Name and Return Address:
Lydia J. Chartre, Esq.
Husch Blackwell LLP
511 N. Broadway, Suite 1100
Milwaukee, WI 53202

GALLUN TANNERY ROW: 1818, A CONDOMINIUM

(See Exhibit B for Parcel Numbers)

Parcel Identification Number

THIS INSTRUMENT DRAFTED BY:
LYDIA J. CHARTRE, ESQ.

The Declaration of Condominium for Gallun Tannery Row: 1818, A Condominium, the affected real property being described on Exhibit A attached hereto, was recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on February 6, 2006, as Document No. 9180276 (the "Declaration");

WHEREAS, Gallun Tannery Row: 1818 Condominium Owners Association, Inc. (the "Association"), pursuant to the rights reserved in Article XII of the Declaration, desires to amend the Declaration and Plat to reflect the changing of the Commercial Unit into a Residential Unit; and

WHEREAS, the Association intends to amend the Declaration further to incorporate Plat Addendum No. 1, which will show (1) the change from the Commercial Unit (Unit 100) to a Residential Unit, and (2) corrections and updates to the Plat to reflect the First Floor's (formerly referred to as the "Commercial/Parking Level") current actual boundaries, dimensions, and uses as built;

NOW THEREFORE, the Association does hereby amend the Declaration as follows:

1. All references within the Declaration to the "Condominium Plat" will henceforth also be deemed to reference Plat Addendum No. 1, a copy of which is attached hereto as Exhibit D. Plat Addendum No. 1 is also being recorded with the Milwaukee County Register of Deeds as a separate document, in accordance with Wisconsin Statutes §703.11.

2. Declaration Section 3.02 shall be amended by deleting the ~~strikeout~~ language and adding the underlined language to read as follows:

3.02 Types of Units. The Buildings contain five (5) types of Units:

(a) Thirty-~~one~~two (32~~1~~) of the Units, Units 100, 201 through 207, inclusive, 301 through 308, inclusive, 401 through 408, inclusive, 501 through 508, inclusive, are residential units (the "Residential Units");

(b) Four (4) of the Units, Units 1 through 4, inclusive are residential townhouse units (the "Townhouse Units"); and

(c) ~~One (1) of the Units, Unit 100, is a commercial unit (the "Commercial Unit"); and~~

(d~~c~~) One (1) of the Units, Unit 601, is an antenna unit (the "Antenna Unit"); and

(e~~d~~) One (1) of the Units, Unit 602, is a rooftop unit (the "Rooftop Unit"). Notwithstanding anything in this Declaration to the contrary, the Rooftop Unit shall be owned by a Residential Unit owner only and cannot be separately conveyed or transferred.

3. Declaration Section 3.03(a) shall be amended by deleting the ~~strikeout~~ language and adding the underlined language to read as follows:

3.03 Boundaries of Units.

(a) The boundaries of each Residential Unit, and Townhouse Unit ~~and Commercial Unit~~ shall be as follows: ...

4. Declaration Section 3.06 shall be amended by deleting the ~~strikeout~~ language and adding the underlined language to read as follows:

3.06 Unit Owners. The term "Unit Owner" shall mean any owner of a Unit, the term "Residential Unit Owner" shall mean any owner of a Residential Unit, the term "Townhouse Unit Owner" shall mean any owner of a Townhouse Unit, ~~the term "Commercial Unit Owner" shall mean any owner of a Commercial Unit,~~ the term "Antenna Unit Owner" shall mean any owner of an Antenna Unit and the term "Rooftop Unit Owner" shall mean any owner of a Rooftop Unit. More than one Unit Owner (whether or not they own the same Unit) shall be referred to collectively as the "Unit Owners," the "Residential Unit Owners," the "Townhouse Unit Owners," ~~the "Commercial Unit Owners,"~~ the "Antenna Unit Owners" or the "Rooftop Unit Owners."

5. Declaration Section 5.03 shall be amended by deleting the ~~strikeout~~ language and adding the underlined language to read as follows:

5.03 Voting. Each Residential Unit and Townhouse Unit, except Unit 100, shall have one (1) vote in the Association. ~~The Commercial~~ Unit 100 shall have two (2) votes in the Association. The Antenna Unit shall have one (1) vote in the Association. The Rooftop Unit shall not have a vote in the Association.

6. Declaration Section 6.01 shall be amended by deleting the ~~strikeout~~ language and adding the underlined language to read as follows:

6.01 General. ~~Following the conveyance of the first Unit to any person other than Declarant,~~ All Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as "Gallun Tannery Row: 1818 Condominium Owners Association, Inc." (the "Association"), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium, which may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose. The Association shall be incorporated as a non-~~profit~~ stock corporation under the laws of the State of Wisconsin. The powers and duties of the Association shall include those set forth in the Association's articles of incorporation (the "Articles") and the bylaws (the "Bylaws"), the Condominium Ownership Act, this Declaration and Chapter 181, Wisconsin Statutes (the "Wisconsin Nonstock Corporation Law"). All Residential Unit Owners and Townhouse Unit Owners, tenants of Residential Units and Townhouse Units and all other persons and entities that in any manner use the Property or any part thereof through any Residential Unit or Townhouse Unit shall abide by and be subject to all of the provisions of all rules and regulations of the Association (collectively, the "Rules and Regulations"). ~~Unless specified in the Rules and Regulations, the Rules and Regulations shall not apply to the Commercial Unit Owner or the tenants of the Commercial Unit or any other person or entity that in any manner use the Property~~

~~or any part thereof through the Commercial Unit.~~ All Unit Owners, tenants of Unit Owners and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all of the provisions of this Declaration, the Articles and the Bylaws. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time and shall distribute to each Unit Owner, the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Residential Unit Owners and Townhouse Unit Owners or as expressly stated therein.

7. Declaration Section 6.05 shall be amended by deleting the ~~strikeout~~ language to read as follows

6.05 Common Expenses. Any and all expenses incurred by the Association in connection with the management of the condominium, maintenance of the Common Elements and other areas described in Section 6.04 and administration of the Association shall be deemed to be common expenses (the "Common Expenses"). The Common Expenses shall include the "Base Common Expenses" and the "Additional Common Expenses," both as defined in this Section 6.05.

(a) "Base Common Expenses" shall mean all Common Expenses other than the Additional Common Expenses (as defined in Section 6.05(b)), including, without limitation, expenses incurred for the following items to the extent such items are not Additional Common Expenses: insurance premiums, reserve funds for maintenance, repairs and replacements of the Common Elements and Limited Common Elements at such time as the Association has determined that maintaining such a reserve fund is necessary, landscaping and lawn care; cleaning and janitorial service; snow shoveling and plowing; improvements to the Common Elements and Limited Common Elements; common grounds security lighting; municipal utility services provided to the Common Elements and Limited Common Elements; trash collection; and maintenance and management salaries and wages.

(b) "Additional Common Expenses" shall mean all Common Expenses incurred by the Association in connection with:

(i) increased or additional insurance premiums that occur as a direct result of improvements made after completion of the initial construction of the Buildings for the exclusive benefit of a Class of Units (as defined below);

(ii) the management and control of all parts of and improvements to the Condominium, whether Common Elements or Limited Common Elements, that (A) were not a part of the Condominium as initially constructed, (B) improve the Condominium or any part thereof beyond the condition and standard for the Condominium or such part at the time that the Condominium was initially constructed and (C) benefit exclusively a Class of Units or specific Units (for example, upgraded floor coverings in a common lobby that benefits only the Residential Units); and

(iii) the management and control of all amenities and services provided by the Association that benefit exclusively one Class of Units (including, without limitation, the Association's hiring of a doorperson for the common lobby shared only by the Residential Units ~~or hiring or installing of a security monitoring service to serve only the Commercial Unit~~).

8. Declaration Section 6.07 shall be amended by deleting the ~~strikeout~~ language to read as follows:

6.07 Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Unit Owners, or any of them, for deficiencies in the case of destruction or condemnation as set forth in Section 9.05 and Section 10.05; for defraying the cost of improvements to the Common Elements (including improvements made to or maintenance costs of the Limited Common Elements); for the collection of monies owed to the Association under any provision of this Declaration, including, without limitation, Section 6.04 and Article XIII, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. In addition, the Association may, with the written consent of those Unit Owners holding at least fifty-one percent (51%) of the votes appurtenant to one or more types of Units (i.e., any of the Residential Units, the Townhouse Units, ~~the Commercial Unit,~~ the Antenna Unit or the Rooftop Unit) (such type or types identified being referred to herein as a "Class of Units") levy Special Assessments against such Class of Units for the purpose of funding certain Common Expenses that benefit only such Class of Units, in which case the Special Assessments shall be levied against each Unit within such Class of Units in accordance with the ratio each such Unit's undivided Percentage Interest bears to the Percentage Interest appurtenant to all of the Units within such Class of Units. Furthermore, if the Board of Directors is presented with a petition signed by those Unit Owners holding a fifty-one percent (51%) of the votes appurtenant to a Class of Units, the Board shall levy Special Assessments against all Units within such Class of Units pursuant to the preceding sentence. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs and reasonable attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

9. Declaration Section 6.11 shall be deleted in its entirety as it not only references the Commercial Unit, but it is no longer relevant as a whole:

~~6.11 Assessments Against Units Owned by Declarant. No General Assessments shall be assessed against any Unit owned by Declarant until such time as all or a portion of the Unit can be legally occupied and written occupancy permits for such Unit or portion have been issued by the City of Milwaukee and all other governmental entities from which a permit is required for occupancy. However, during the period of Declarant control as set forth in Section 6.02, the General Assessment payable by any Unit Owner other than Declarant shall not exceed the amount that Unit Owner would be charged if occupancy permits had been issued for all of the Units, based on an annual operating budget prepared or approved in writing by the Declarant. During the period of Declarant control, Declarant shall pay the deficit if the total General Assessments payable by Unit Owners other than Declarant shall not cover total Common Expenses. If a portion~~

~~but not all of a Commercial Unit owned by Declarant can be legally occupied and written occupancy permits for such portion have been issued by the City of Milwaukee and all other governmental entities from which a permit is required for occupancy, General Assessments may be assessed against that Commercial Unit only on a pro rata basis determined by multiplying the percentage interest in the Common Elements as determined under Section 5.01 that is appurtenant to such Commercial Unit by a fraction, the numerator of which is the square footage of the portion of the Commercial Unit that can be legally occupied and the denominator of which is the total square footage of the Commercial Unit as shown on the Condominium Plat.~~

10. Declaration Section 7.04(b) shall be deleted in its entirety:

~~(b) Commercial Unit. The Commercial Unit may be used for office, commercial, service or retail purposes and for no other purpose unless otherwise authorized by the Association prior to the commencement of such use. The Commercial Unit Owner shall not permit the reproduction of sound which is audible outside the Commercial Unit and shall not permit odors to be unreasonably dispelled from the Commercial Unit. The hours of public operation of the Commercial Unit shall be no earlier than 7:00 a.m. and no later than 11:00 p.m. on any day. No sign of any kind shall be displayed on or in the Commercial Unit which is visible to the general public or any Unit Owner from outside of such Commercial Unit except that the Commercial Unit Owner(s) may place signs on the exterior of the first floor of the Building containing the Commercial Unit or in the exterior windows or doors serving only the Commercial Unit, so long as such signs (i) meet all applicable codes of the City of Milwaukee and (ii) are approved in writing by the Declarant, during any period in which the Declarant still owns an interest in any Unit. This Section 7.04(b) may not be amended or deleted without the prior written consent of the Commercial Unit Owners holding at least sixty seven percent (67%) of the votes appurtenant to the Commercial Unit. No consent of a Commercial Unit Owner required hereunder shall be effective unless it is jointed in by the first Mortgagee, if any, of such Unit.~~

11. The last paragraph of Declaration Section 7.06 shall be amended by deleting the ~~strikeout~~ language to read as follows:

During the term of any lease of all or any part of a Residential Unit or Townhouse Unit (the "Rented Unit"), each applicable Residential Unit Owner or Townhouse Unit Owner (the "Landlord") of such Rented Unit shall remain liable for the compliance of the Rented Unit, such Landlord and all tenants of the Rented Unit with all provisions of this Declaration, the Bylaws and the Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Rented Unit. The Association may require that a copy of each lease of all or any part of a Rented Unit, be filed with the Association. The restrictions against leasing contained in this Section 7.06 shall not apply to ~~leases of the Units by the Declarant or~~ leases of the Units to the Association or leases of all or any portion of the ~~Commercial Unit or~~ Antenna Unit. For purposes of this provision, the Rooftop Unit shall be considered a part of the Residential Unit(s) to which it is merged.

12. Declaration Section 8.04 shall be amended by deleting the ~~strikeout~~ language to read as follows:

8.04 Unit Owners' Insurance. Each Unit Owner shall insure all of its Unit and its own personal property (whether or not such personal property is stored within the Unit owned by such Unit Owner or any Common Element or Limited Common Element), and shall also maintain in effect at all times a comprehensive homeowner's liability policy in the case of a Residential Unit Owner, Townhouse Unit Owner or Rooftop Unit Owner and commercial general liability in the case of the ~~Commercial Unit Owner or~~ Antenna Unit Owner. Each such policy shall name the Association as an additional insured. The homeowner's liability policy shall provide for coverage in the minimum amount of $300,000 per occurrence for personal injury and/or property damage and the commercial general liability policy shall provide for coverage in the minimum amount of $1,000,000 per occurrence for personal injury and/or property damage. The Association may require an increase in such minimum coverage amounts from time to time to comport with the prevailing practice. Nothing shall prohibit Unit Owners from maintaining insurance with limits in excess of those maintained by the Association or with additional insured risks. Unit Owners are encouraged to submit copies of the disclosure materials for the Condominium to their insurance carriers in order to ensure adequate property and liability coverages.

13. Exhibit C to the Declaration shall be amended by deleting the ~~strikeout~~ language and adding the <u>underlined</u> language to read as shown (appended hereto).

This First Amendment to the Declaration and Amendment to Plat (Plat Addendum No. 1) complies with the requirements of the Declaration at Article XII, and the applicable law, Wis. Stat. §703.09(2) and 703.11(5), in that it has been approved by the written consent of Unit owners with not less than two-thirds (2/3) of the Unit Owners in the Association, and such consents have been approved by the mortgagees or holders of equivalent security interest in the Units, to the extent set forth in the Act.

IN WITNESS WHEREOF, the Association has executed this First Amendment to the Declaration this 17 day of September, 2021.

GALLUN TANNERY ROW:1818 CONDOMINIUM OWNERS ASSOCIATION, INC., a Wisconsin Non-Stock Corporation,

By: Deborah Lemke
President

STATE OF WISCONSIN)
Milwaukee) ss.
COUNTY OF)

This document was acknowledged before me by Deborah Lemke, as President of the Gallun Tannery Row Condominium Owners Association, Inc. on this 17 day of September, 2021.

JEANNE M LIEN NOTARY PUBLIC STATE OF WISCONSIN

Jeanne M Lien
Notary Public, State of Wisconsin
My Commission: expires March 16, 2022

ATTEST:

IN WITNESS WHEREOF, the Association has executed this First Amendment to the Declaration this 17 day of Sep, 2021.

GALLUN TANNERY ROW:1818 CONDOMINIUM OWNERS ASSOCIATION, INC., a Wisconsin Non-Stock Corporation,

By: _____
Danielle Brinkman,
Secretary

STATE OF WISCONSIN)
) ss.
COUNTY OF Milwaukee

This document was acknowledged before me by Danielle Brinkman, as Secretary of the Gallun Tannery Row Condominium Owners Association, Inc. on this 17 day of Sep, 2021.

JEANNE M LIEN NOTARY PUBLIC STATE OF WISCONSIN

_____
Notary Public, State of Wisconsin
My Commission: expires March 16, 2022

Lydia J. Chartre, Esq.
Husch Blackwell LLP
511 N. Broadway, Suite 1100
Milwaukee, WI 53202

EXHIBIT A

Legal Description

Units 1, 2, 3, 4, 100, 201, 202 203, 204, 205, 206, 207, 301, 302, 303, 304, 305, 306, 307, 308, 401, 402, 403, 404, 405, 406, 407, 408, 501, 502, 503, 504, 505, 506, 507, 508, 601, and 602, together with said unit's undivided appurtenant interest in the common elements and the exclusive use of the limited common elements appurtenant to said unit, all in Gallun Tannery Row: 1818 A Condominium, a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin and recorded by a Declaration as such condominium in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on February 6, 2006, as Document No. 9180276, and any further amendments thereto, said condominium being located in the City of Milwaukee, Milwaukee County, Wisconsin on the real estate described in said Declaration and incorporated herein by this reference thereto.

Lots 3, 4, 5, 6, 7, 8, the West 40 feet of the South 70 feet of Lot 9 and that part of vacated East land place adjoining on the North in Block 3 of Hubbard and Pearson's addition to Milwaukee in the Southeast 1/4 of the NW 1/4 of Section 21, Town 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

EXHIBIT B

Tax Parcel Numbers

Unit Number	Tax Parcel Number
100	3541695000
201	3541696000
202	3541697000
203	3541698000
204	3541699000
205	3541700000
206	3541701000
207	3541702000
301	3541703000
302	3541704000
303	3541705000
304	3541706000
305	3541707000
306	3541708000
307	3541709000
308	3541710000
401	3541711000
402	3541712000
403	3541713000
404	3541714000
405	3541715000
406	3541716000
407	3541717000
408	3541718000
501	3541719000
502	3541720000
503	3541721000
504	3541722000
505	3541723000
506	3541724000
507	3541725000
508	3541726000
601	3541727000
602	3541728000
1	3541691000
2	3541692000
3	3541693000
4	3541694000

EXHIBIT C

~~[~~Percentage Interests~~]~~

GALLUN TANNERY ROW: 1818 CONDOMINIUM OWNERS ASSOCIATION, INC.

Unit #'s / Percentage (%) Interest

# of Units	Unit #	Square Feet	Percentage (%) Interest	Type of Unit
1	100	4,629	9.0594%	~~Commercial~~ Residential

~~**Total Commercial Units**~~	~~**4,629**~~	~~**9.0594%**~~	~~**Note A**~~

# of Units	Unit #	Square Feet	Percentage (%) Interest	Type of Unit
1	1	2,067	4.0453%	Residential
2	2	2,161	4.2293%	Residential
3	3	2,161	4.2293%	Residential
4	4	2,067	4.0453%	Residential

Total Townhome Units	**8,456**	**16.5492%**

# of Units	Unit #	Square Feet	Percentage (%) Interest	Type of Unit
2	201	1,263	2.4718%	Residential
3	202	1,493	2.9220%	Residential
4	203	967	1.8925%	Residential
5	204	824	1.6127%	Residential
6	205	1,056	2.0667%	Residential
7	206	1,042	2.0393%	Residential
8	207	1,990	3.8946%	Residential
9	301	1,256	2.4581%	Residential
10	302	986	1.9297%	Residential
11	303	1,325	2.5932%	Residential
12	304	1,113	2.1783%	Residential
13	305	1,040	2.0354%	Residential
14	306	1,659	3.2468%	Residential
15	307	1,010	1.9767%	Residential
16	308	1,143	2.2370%	Residential
17	401	1,256	2.4581%	Residential

# of Units	Unit #	Square Feet	Percentage (%) Interest	Type of Unit
18	402	986	1.9297%	Residential
19	403	1,325	2.5932%	Residential
20	404	1,113	2.1783%	Residential
21	405	1,322	2.5873%	Residential
22	406	1,667	3.2625%	Residential
23	407	1,010	1.9767%	Residential
24	408	1,143	2.2370%	Residential
25	501	1,256	2.4581%	Residential
26	502	986	1.9297%	Residential
27	503	1,325	2.5932%	Residential
28	504	1,113	2.1783%	Residential
29	505	1,322	2.5873%	Residential
30	506	1,667	3.2625%	Residential
31	507	1,010	1.9767%	Residential
32	508	1,143	2.2370%	Residential
33	601	100*	0.1955%	Antennae
34	602	100*	0.1955%	Rooftop
Total Residential		~~**38,011**~~ **42,640**	~~**74.3914%**~~ **83.4508%**	
Total Condominium		**51,096**	**100.0000%**	

Note A*: Deemed to be 100 sq ft regardless of the actual area as shown on the plat

EXHIBIT D

Plat Addendum No. 1

EXHIBIT D

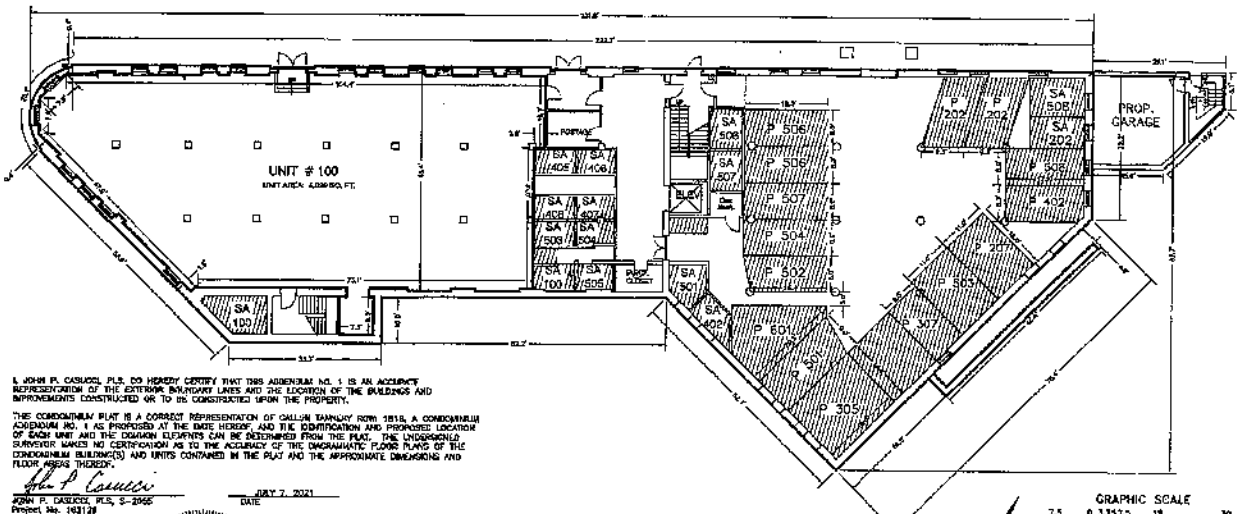
Plat Addendum No. 1

The Plat attached hereto is for representation purposes only and should not be relief upon for scale.

GALLUN TANNERY ROW: 1818, A CONDOMINIUM

ADDENDUM NO. 1 **City of Milwaukee, Milwaukee County, Wisconsin**

LEGAL DESCRIPTION:
LOTS 3, 4, 5, 6, 7, 8, THE WEST 40 FEET OF THE SOUTH 70 FEET OF LOT 9 AND THAT PART OF VACATED EAST LAND PLACE ADJOINING ON THE NORTH IN BLOCK 3 OF HUBBARD AND PEARSON'S ADDITON TO MILWAUKEE IN THE SOUTHEAST 1/4 OF THE NW 1/4 OF SECTION 21, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



I, JOHN P. CASUCCI, PLS, DO HEREBY CERTIFY THAT THIS ADDENDUM NO. 1 IS AN ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARY LINES AND THE LOCATION OF THE BUILDINGS AND IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED UPON THE PROPERTY.

THIS CONDOMINIUM PLAT IS A CORRECT REPRESENTATION OF GALLUN TANNERY ROW: 1818, A CONDOMINIUM ADDENDUM NO. 1 AS PROPOSED AT THE DATE HEREOF, AND THE IDENTIFICATION AND PROPOSED LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE UNDERSIGNED SURVEYOR MAKES NO CERTIFICATION AS TO THE ACCURACY OF THE DIAGRAMMATIC FLOOR PLANS OF THE CONDOMINIUM BUILDING(S) AND UNITS CONTAINED IN THE PLAT AND THE APPROXIMATE DIMENSIONS AND FLOOR AREAS THEREOF.

JOHN P. CASUCCI, PLS, S-2955
Project No. 163129

JULY 7, 2021
DATE

WISCONSIN JOHN P. CASUCCI S-2955 CONDOMINIUM SURVEYOR

RESIDENTIAL / PARKING LEVEL

GRAPHIC SCALE
7.5 0 3.75 7.5 15 30
(IN FEET)
1 inch = 15 ft.

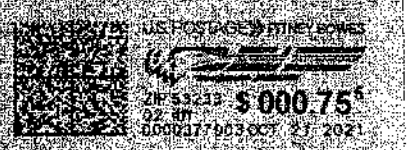
LIMITED COMMON ELEMENT

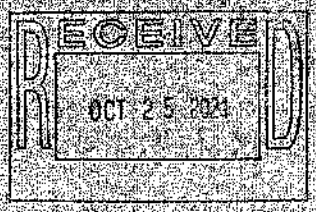
P – PARKING
SA – STORAGE AREA
ELEV. – ELEVATOR

raSmith

SHEET 1 OF 1

REGISTER OF DEEDS
901 N. 9TH ST., RM. 103
MILWAUKEE, WI 53233





Tx# 40809563
HUSCH BLACKWELL LLP
LYDIA J CHARTRE ESQ
511 N BROADWAY #1100
MILWAUKEE, WI 53202

9503 TOR-NEE 53202

GALLUN TANNERY ROW: 1818, A CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

LOTS 3, 4, 5, 6, 7, 8, THE WEST 40 FEET OF THE SOUTH 70 FEET OF LOT 9 AND THAT PART OF VACATED EAST LAND PLACE ADJOINING ON THE NORTH IN BLOCK 3 OF HUBBARD AND PEARSON'S ADDITION TO MILWAUKEE IN THE SOUTHEAST 1/4 OF THE NW 1/4 OF SECTION 21, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

LEGEND

- + OFFSET CROSS CHISELED IN CONCRETE
- ● 1" DIA. IRON PIPE FOUND
- ⊕ 1" X 18" IRON PIPE SET
- ⌀ POWER POLE
- ☼ LIGHT POLE
- ⊠ ELECTRIC SERVICE PANEL
- ⊛ GAS METER
- HYDRANT
- ▫ CONCRETE SURFACE
- ---OHW--- OVERHEAD WIRES

BEARINGS ARE REFERENCED TO THE NORTH LINE OF EAST HAMILTON STREET ASSUMED TO BEAR DUE WEST

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 40 ft.

PUBLIC STREET
NORTH WATER STREET
66'

VACATED EAST LAND PLACE

NORTH MARSHALL STREET
66'

PUBLIC STREET
EAST HAMILTON STREET
66'

NORTH CASS STREET
66'

LOT 4 LOT 3 LOT 2
LOT 7 LOT 8 LOT 9 EAST 40.00'
LOT 5 LOT 6
UNIT 801 YARD
BUILDING
MASONRY BUILDING
23,100 sq.ft. 0.5303 acres
80.00'
105.00'
189.83'
100.00'
S 00°25'48" E 133.19'
S 00°25'48" E 201.00'
N 89°34'12" E 236.00'
40.75'
1.24'
1.30'
6.00'
63.00'

NOTES:

1. COMMON ELEMENTS ARE ALL AREAS WITHIN THE CONDOMINIUM AND OUTSIDE OF THE UNITS, EXCEPT THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS.
2. REFER TO SECTION 4.02 OF THE ORIGINAL DECLARATION OF CONDOMINIUM FOR DESCRIPTIONS OF THE LIMITED COMMON ELEMENTS.

LCE = LIMITED COMMON ELEMENT -- REFER TO THE DECLARATION OF CONDOMINIUM FOR A COMPLETE LIST OF THE LIMITED COMMON ELEMENTS.

I, DONALD C. CHAPUT, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARY LINES AND THE LOCATION OF THE BUILDINGS AND IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED UPON THE PROPERTY.

THIS CONDOMINIUM PLAT IS A CORRECT REPRESENTATION OF GALLUN TANNERY ROW: 1818, A CONDOMINIUM AS PROPOSED AT THE DATE HEREOF, AND THE IDENTIFICATION AND PROPOSED LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE UNDERSIGNED SURVEYOR MAKES NO CERTIFICATION AS TO THE ACCURACY OF THE DIAGRAMMATIC FLOOR PLANS OF THE CONDOMINIUM BUILDING(S) AND UNITS CONTAINED IN THE PLAT AND THE APPROXIMATE DIMENSIONS AND FLOOR AREAS THEREOF.

DONALD C. CHAPUT, RLS. S-1316

DATE

WISCONSIN
DONALD C. CHAPUT
S-1316
BROOKFIELD, WI
LAND SURVEYOR

National Survey & Engineering
262-781-1000
Fax 262-797-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938
www.nsae.com

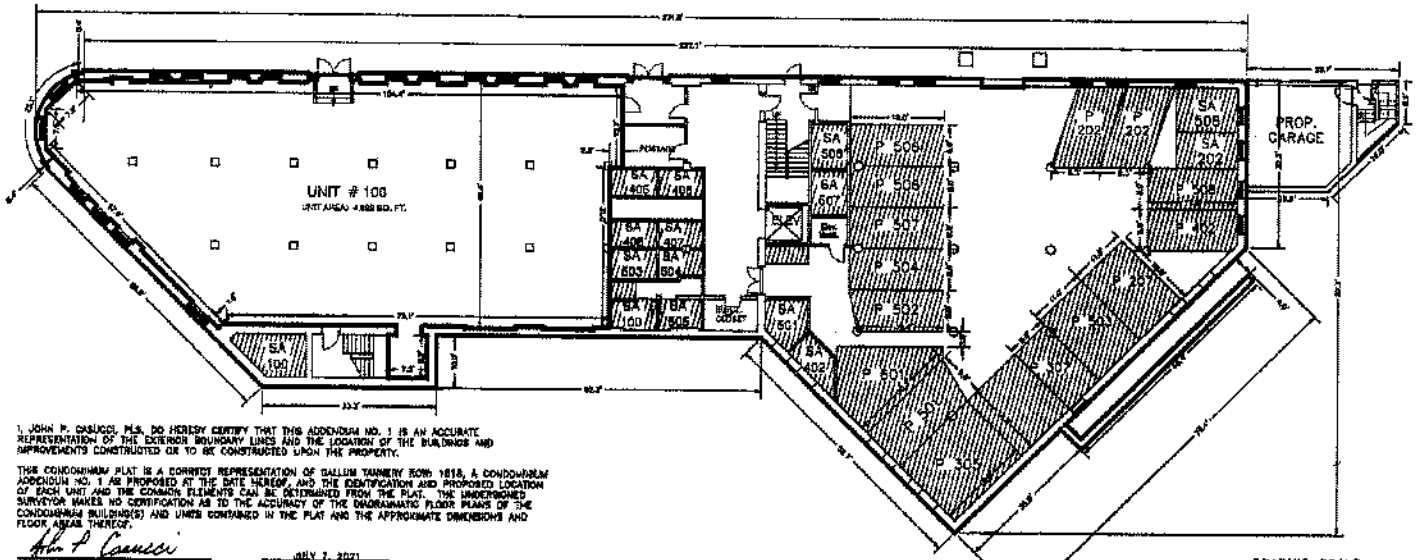
SHEET 1 OF 12

(B-48)

GALLUN TANNERY ROW: 1818, A CONDOMINIUM

ADDENDUM NO. 1 **City of Milwaukee, Milwaukee County, Wisconsin**

LEGAL DESCRIPTION:
LOTS 3, 4, 5, 6, 7, 8, THE WEST 40 FEET OF THE SOUTH 70 FEET OF LOT 9 AND THAT PART OF VACATED EAST LAND PLACE ADJOINING ON THE NORTH IN BLOCK 3 OF HUBBARD AND PEARSON'S ADDITION TO MILWAUKEE IN THE SOUTHEAST 1/4 OF THE NW 1/4 OF SECTION 21, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



I, JOHN P. CASUCCI, PLS, DO HEREBY CERTIFY THAT THIS ADDENDUM NO. 1 IS AN ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARY LINES AND THE LOCATION OF THE BUILDINGS AND IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED UPON THE PROPERTY.

THIS CONDOMINIUM PLAT IS A CORRECT REPRESENTATION OF GALLUN TANNERY ROW: 1818, A CONDOMINIUM ADDENDUM NO. 1 AS PROPOSED AT THE DATE HEREOF, AND THE IDENTIFICATION AND PROPOSED LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE UNDERSIGNED SURVEYOR MAKES NO CERTIFICATION AS TO THE ACCURACY OF THE DIAGRAMMATIC FLOOR PLANS OF THE CONDOMINIUM BUILDING(S) AND UNITS CONTAINED IN THE PLAT AND THE APPROXIMATE DIMENSIONS AND FLOOR AREAS THEREOF.

JOHN P. CASUCCI, PLS, S-2055
Project No. 152128

JULY 7, 2021
DATE

WISCONSIN JOHN P. CASUCCI S-2055 LAND SURVEYOR

RESIDENTIAL / PARKING LEVEL

GRAPHIC SCALE
7.5 0 3.75 7.5 15 30
(IN FEET)
1 inch = 15 ft.

LIMITED COMMON ELEMENT

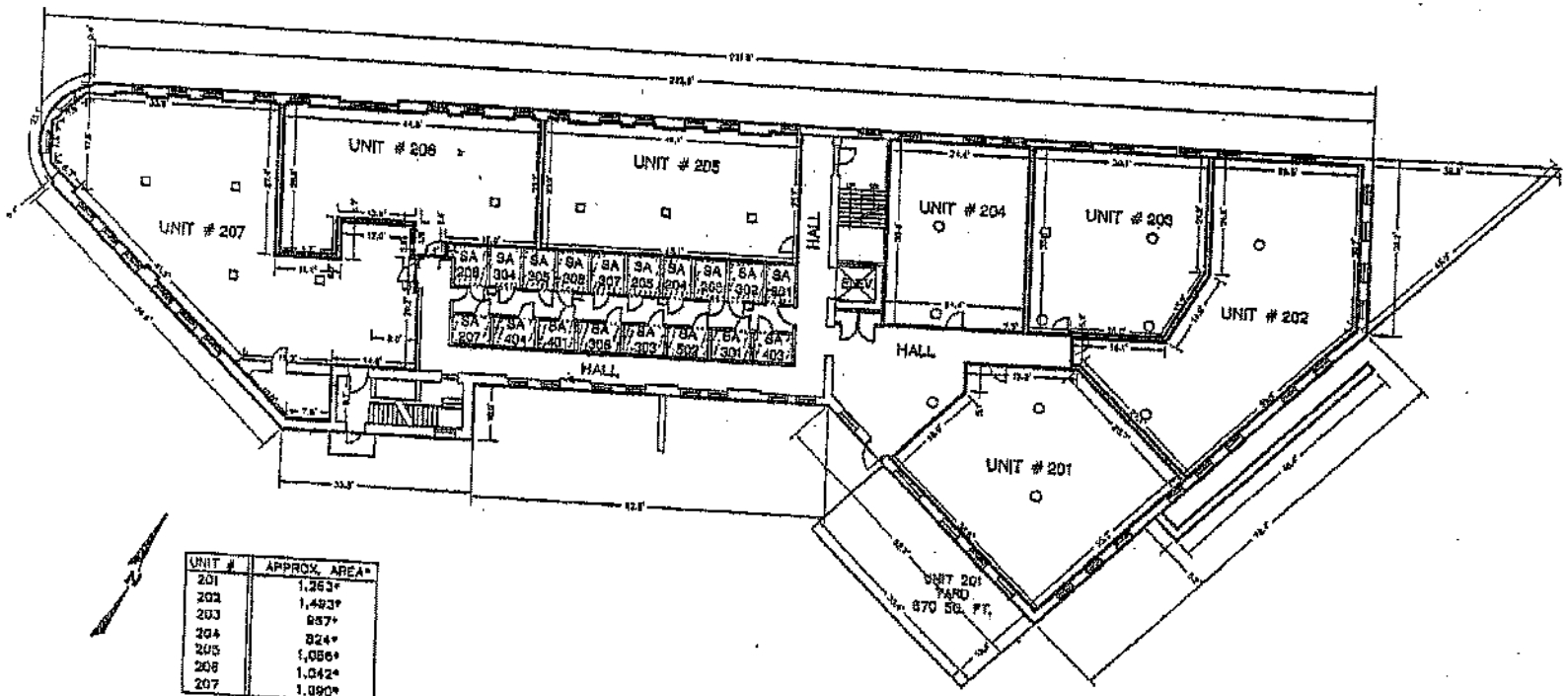
P – PARKING
SA – STORAGE AREA
ELEV. – ELEVATOR

raSmith

SHEET 1 OF 2

GALLUN TANNERY ROW: 1818, A CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



UNIT #	APPROX. AREA*
201	1,263*
202	1,493*
203	957*
204	824*
205	1,056*
206	1,042*
207	1,090*

* AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE BASED ON DRAWINGS SUPPLIED BY OTHERS.

SECOND FLOOR

GRAPHIC SCALE

7.5 0 3.75 7.5 15 30

(IN FEET)

1 inch = 15 ft.

LIMITED COMMON ELEMENT

SA – STORAGE AREA

ELEV. – ELEVATOR

National Survey & Engineering

261-781-1000

Fax 262-797-7171

16745 W. Bluemound Road

Suite 200

Brookfield, WI 53005-5938

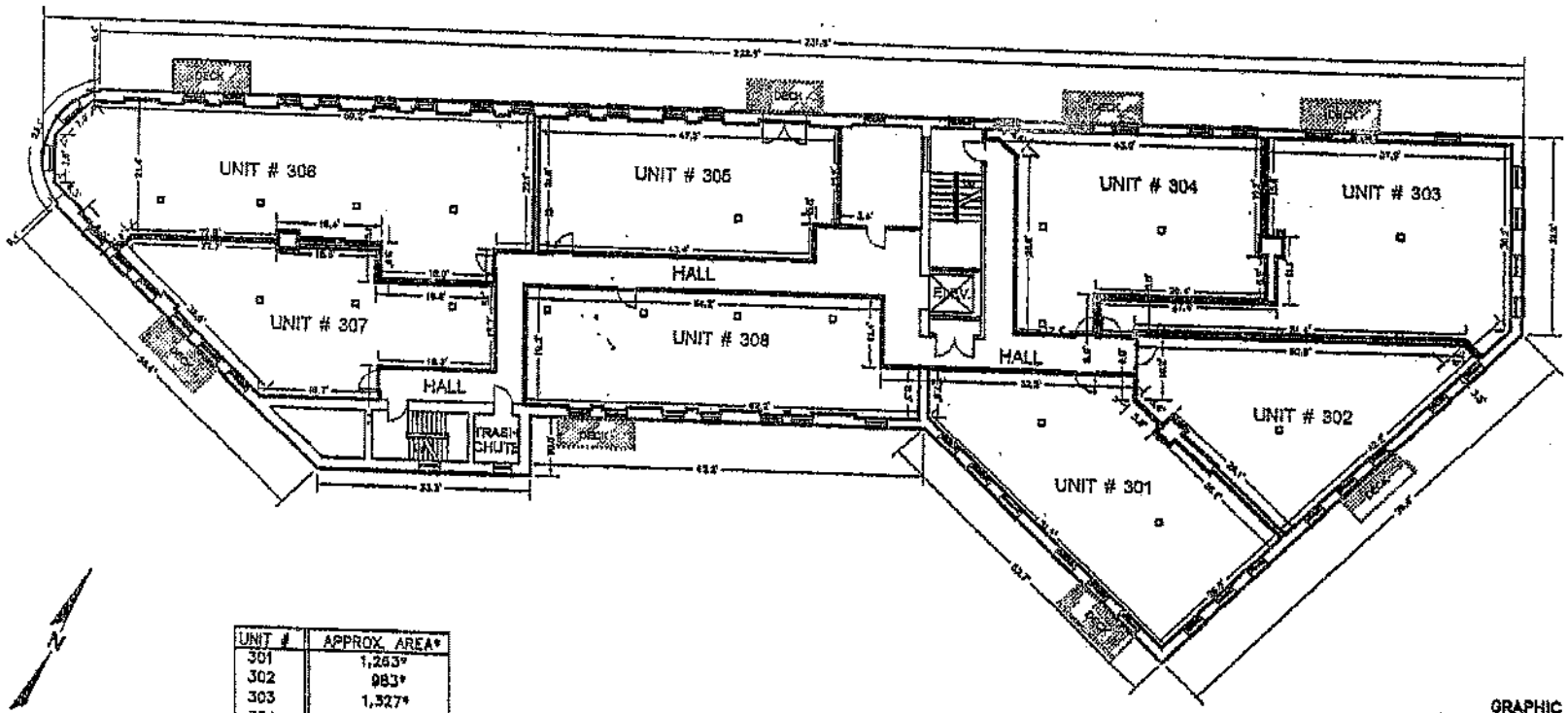
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SHEET 3 OF 12

(B-50)

GALLUN TANNERY ROW: 1818, A CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



UNIT #	APPROX. AREA*
301	1,263*
302	983*
303	1,327*
304	1,097*
305	1,015*
306	1,659*
307	1,009*
308	1,144*

* AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE BASED ON DRAWINGS SUPPLIED BY OTHERS.

THIRD FLOOR

LIMITED COMMON ELEMENT

ELEV. – ELEVATOR

GRAPHIC SCALE

(IN FEET)

1 inch = 15 ft.

National Survey & Engineering

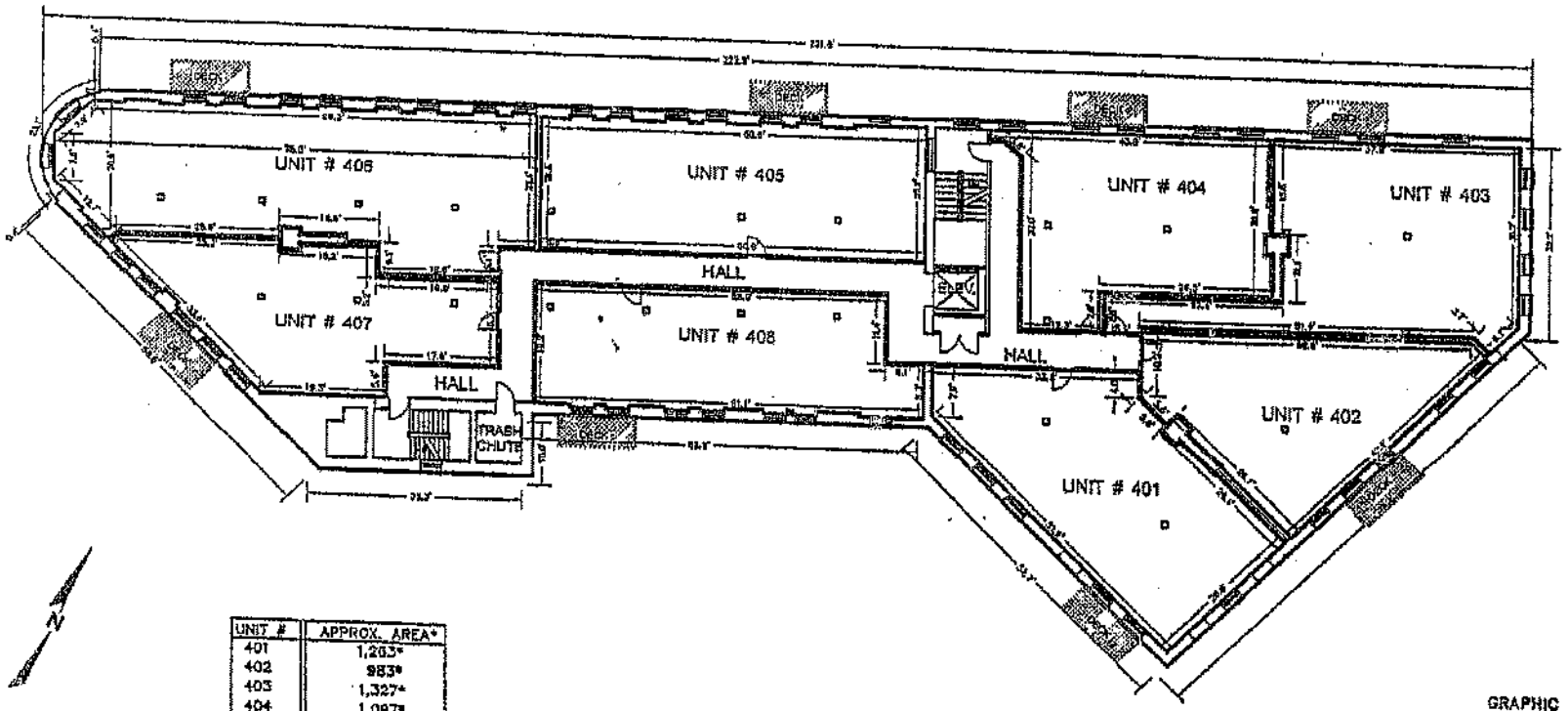
262-781-1000
Fax 262-797-7573
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938
www.nsae.com

SHEET 4 OF 12

(B-51)

GALLUN TANNERY ROAW: 1818, A CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



UNIT #	APPROX. AREA*
401	1,263*
402	983*
403	1,327*
404	1,087*
405	1,312*
406	1,859*
407	1,008*
408	1,123*

* AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE BASED ON DRAWINGS SUPPLIED BY OTHERS.

FOURTH FLOOR

LIMITED COMMON ELEMENT

ELEV. – ELEVATOR

GRAPHIC SCALE

7.5 0 3.75 7.5 15 30

(IN FEET)

1 inch = 15 ft.

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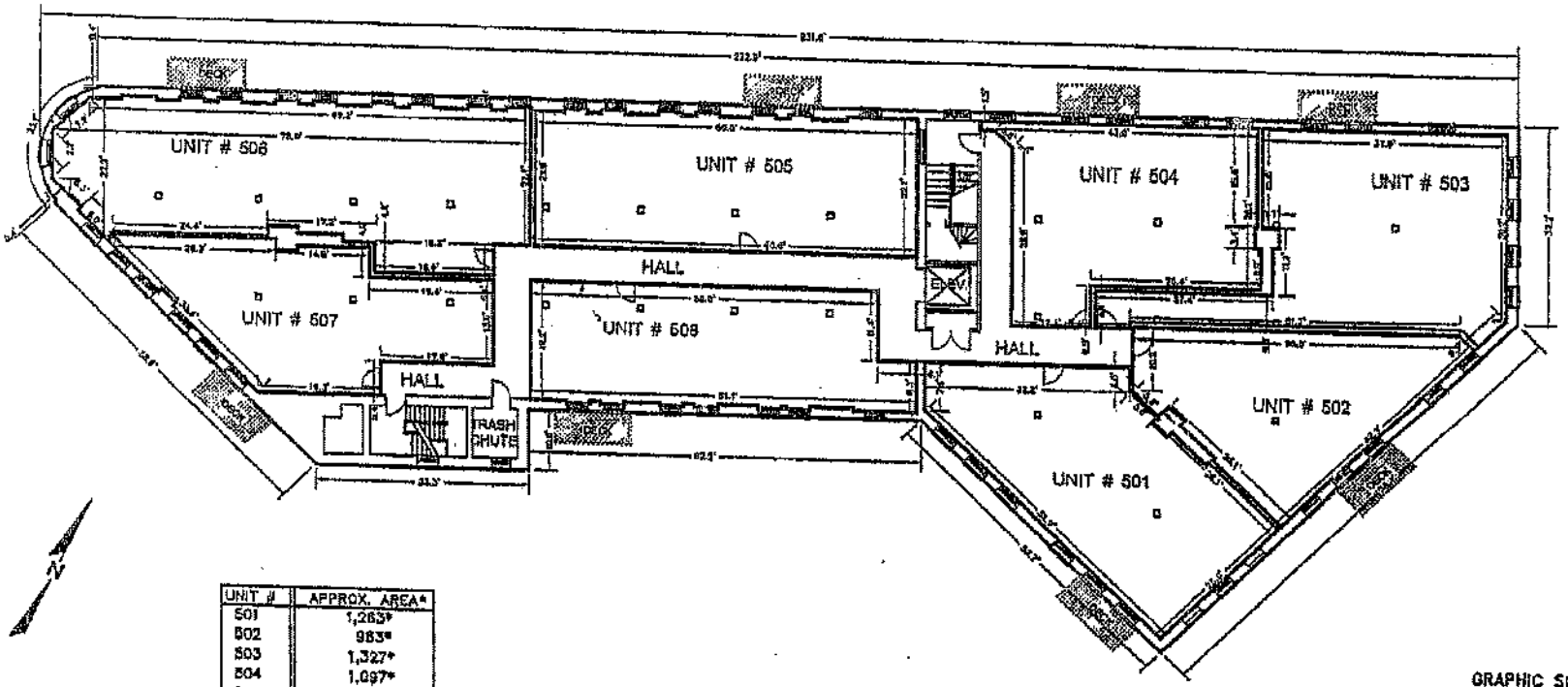
262-781-1000
Fax 262-797-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938
www.nsehe.com

SHEET 5 OF 12

(B-52)

GALLUN TANNERY ROW: 1818, A CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



UNIT #	APPROX. AREA*
501	1,265*
502	983*
503	1,327*
504	1,097*
505	1,312*
506	1,648*
507	1,000*
508	1,123*

* AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE BASED ON DRAWINGS SUPPLIED BY OTHERS.

FIFTH FLOOR

LIMITED COMMON ELEMENT

ELEV. = ELEVATOR

GRAPHIC SCALE

7.5 0 3.75 7.5 15 30

(IN FEET)

1 inch = 15 ft.

National Survey & Engineering

262-781-1000

Fax 262-797-7373

16745 W. Bluemound Road

Suite 200

Brookfield, WI 53005-5938

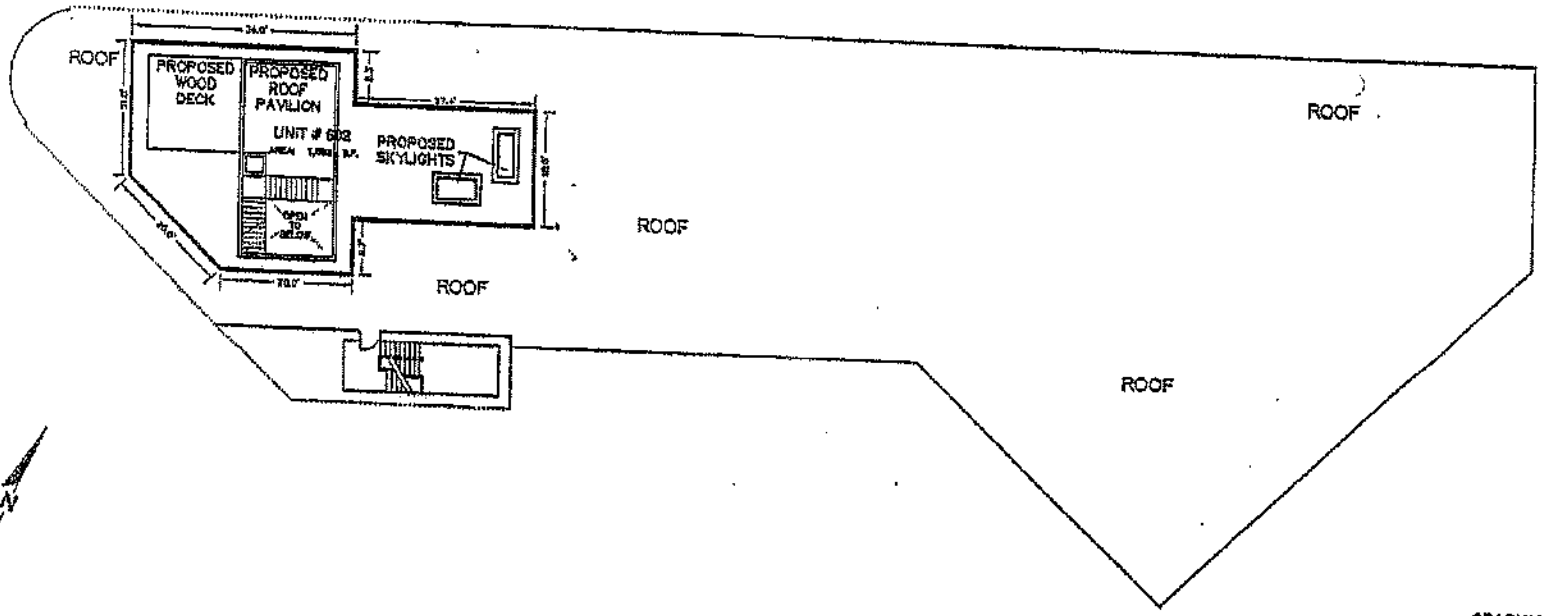
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SHEET 6 OF 12

(B-53)

GALLUN TANNERY ROW: 1818, A CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



(B-54)

N

ROOF

LIMITED COMMON ELEMENT

GRAPHIC SCALE

7.5 0 7.5 15 30

(IN FEET)

1 inch = 15 ft.

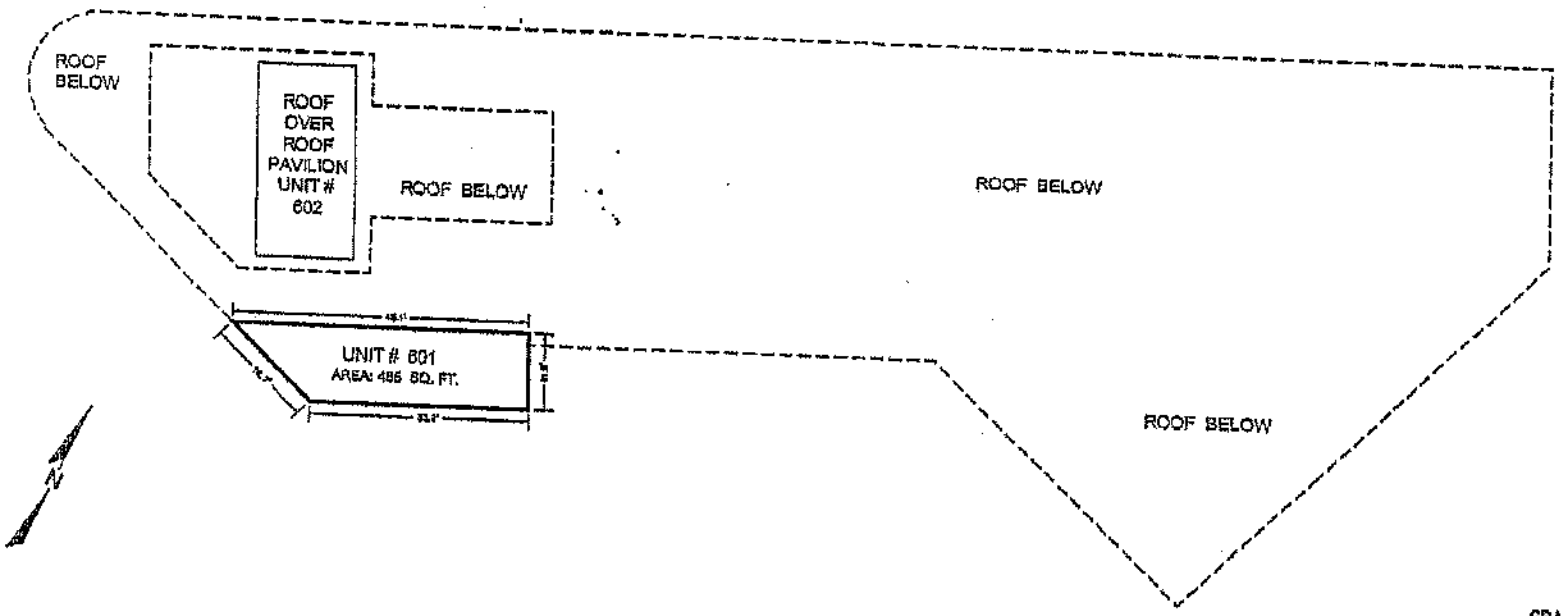
National Survey & Engineering

262-781-1000
Fax 262-797-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938
www.nsengr.com

SHEET 7 OF 12

GALLUN TANNERY ROW: 1818, A CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



STAIRWAY ROOF

LIMITED COMMON ELEMENT

GRAPHIC SCALE

7.5 0 3.75 7.5 15 30

(IN FEET)

1 inch = 15 ft.

National Survey & Engineering

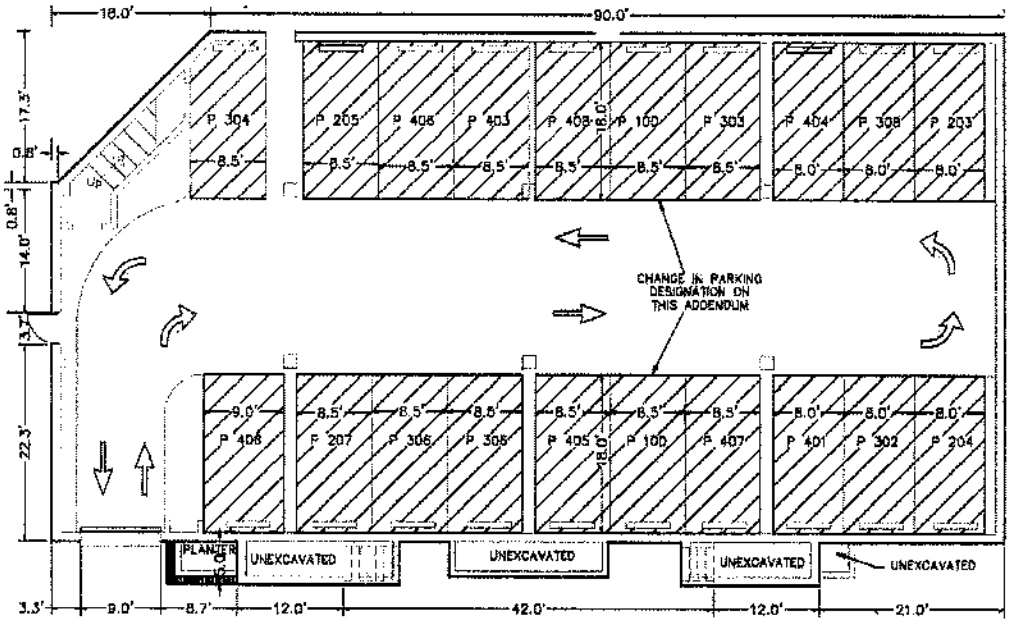
262-781-1000
Fax 262-797-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-3938
www.nsae.com

SHEET 8 OF 12

(B-55)

GALLUN TANNERY ROW: 1818, A CONDOMINIUM

ADDENDUM NO. 1 **City of Milwaukee, Milwaukee County, Wisconsin**



BASEMENT LEVEL - ROWHOUSES

LIMITED COMMON ELEMENT

ELEV. – ELEVATOR
P – PARKING

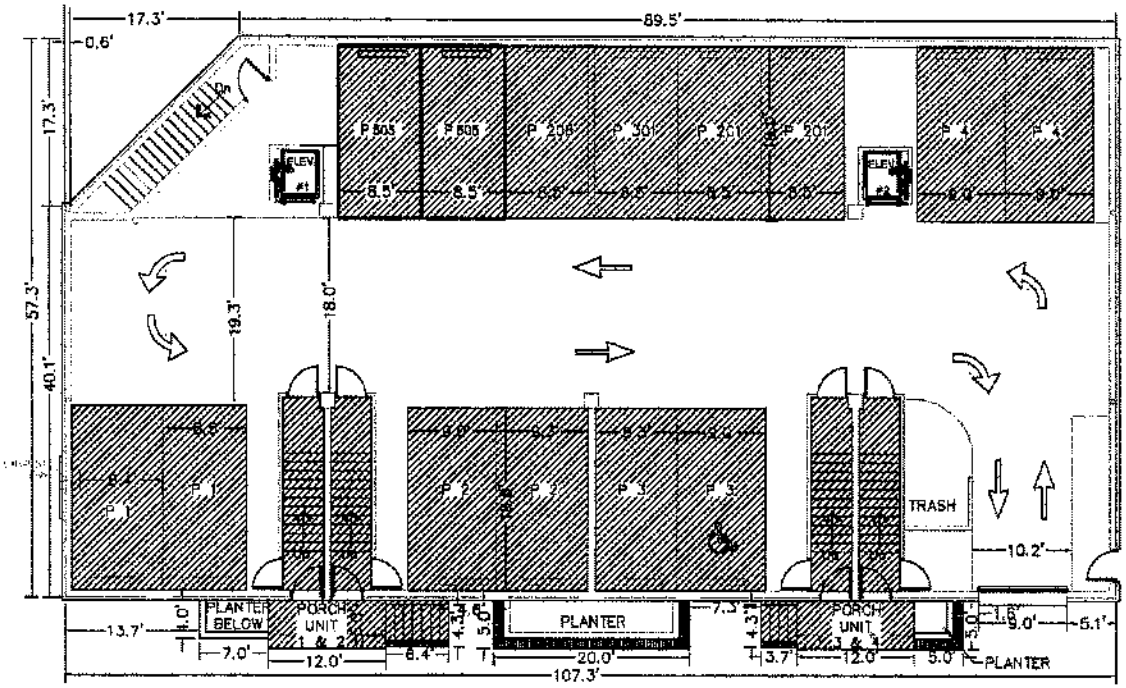
GRAPHIC SCALE
0 2 4 8 16
(IN FEET)
1 inch = 8 ft.

raSmith

1640 W. Bluemound Road
Waukesha, WI 53186-1962
(262) 781-1000
www.rasmith.com

GALLUN TANNERY ROW: 1818, A CONDOMINIUM - ADDENDUM NO. 1

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN







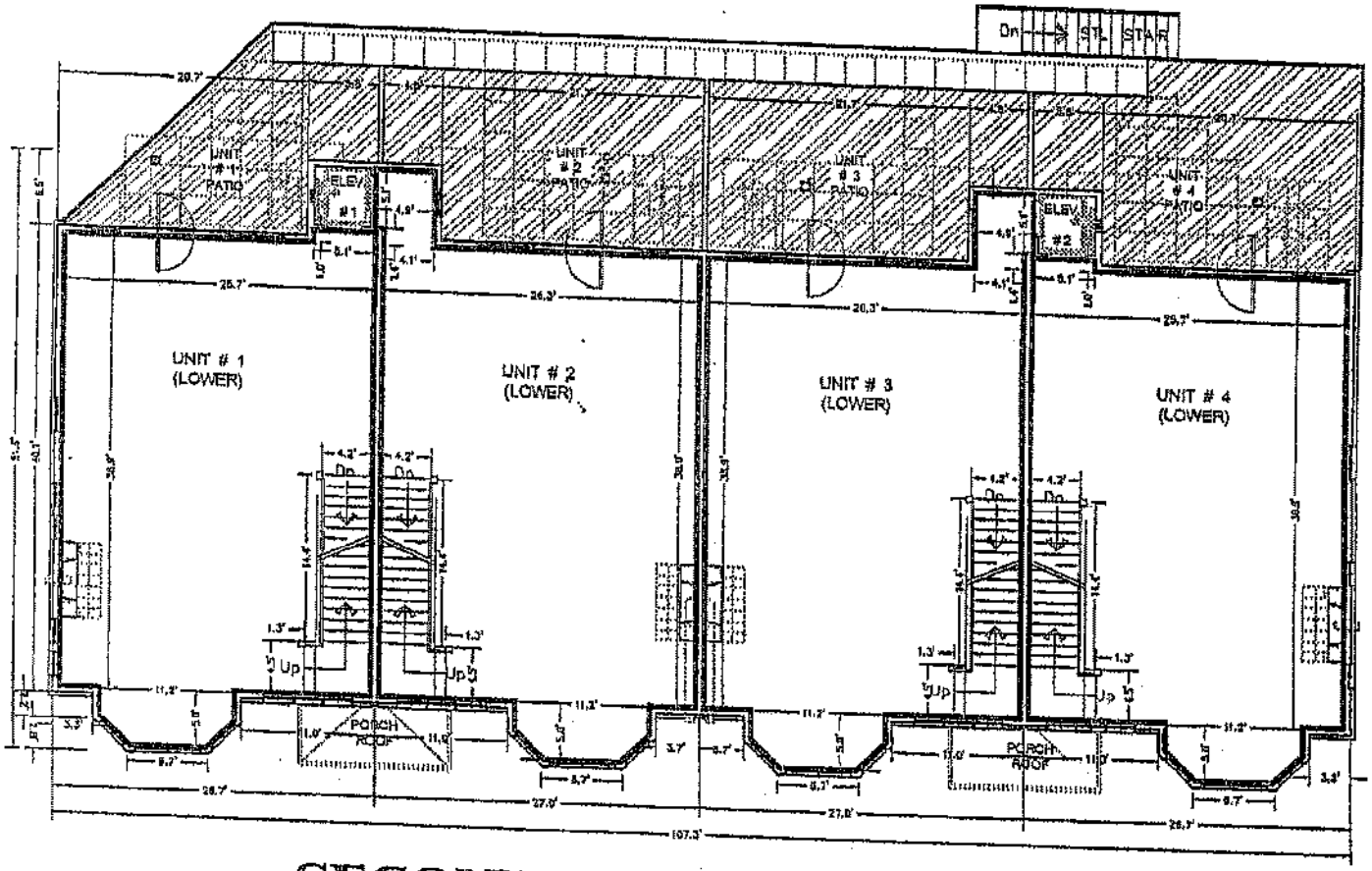
FIRST LEVEL - ROWHOUSES

LIMITED COMMON ELEMENT
ELEV. – ELEVATOR
P – PARKING

R.A. Smith National, Inc.
Beyond Surveying and Engineering
16745 W. Bluemound Road, Brookfield WI 53005
262-781-1000 Fax 262-781-1573
www.rasmithnational.com

GALLUN TANNERY ROW: 1818, A CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



GRAPHIC SCALE

0 2 4 8 16

(IN FEET)

1 inch = 8 ft.

UNIT #	APPROX. AREA*
1	2,067*
2	2,161*
3	2,161*
4	2,067*

* AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE BASED ON DRAWINGS SUPPLIED BY OTHERS.

SECOND LEVEL - TOWNHOUSES

LIMITED COMMON ELEMENT

ELEV. = ELEVATOR

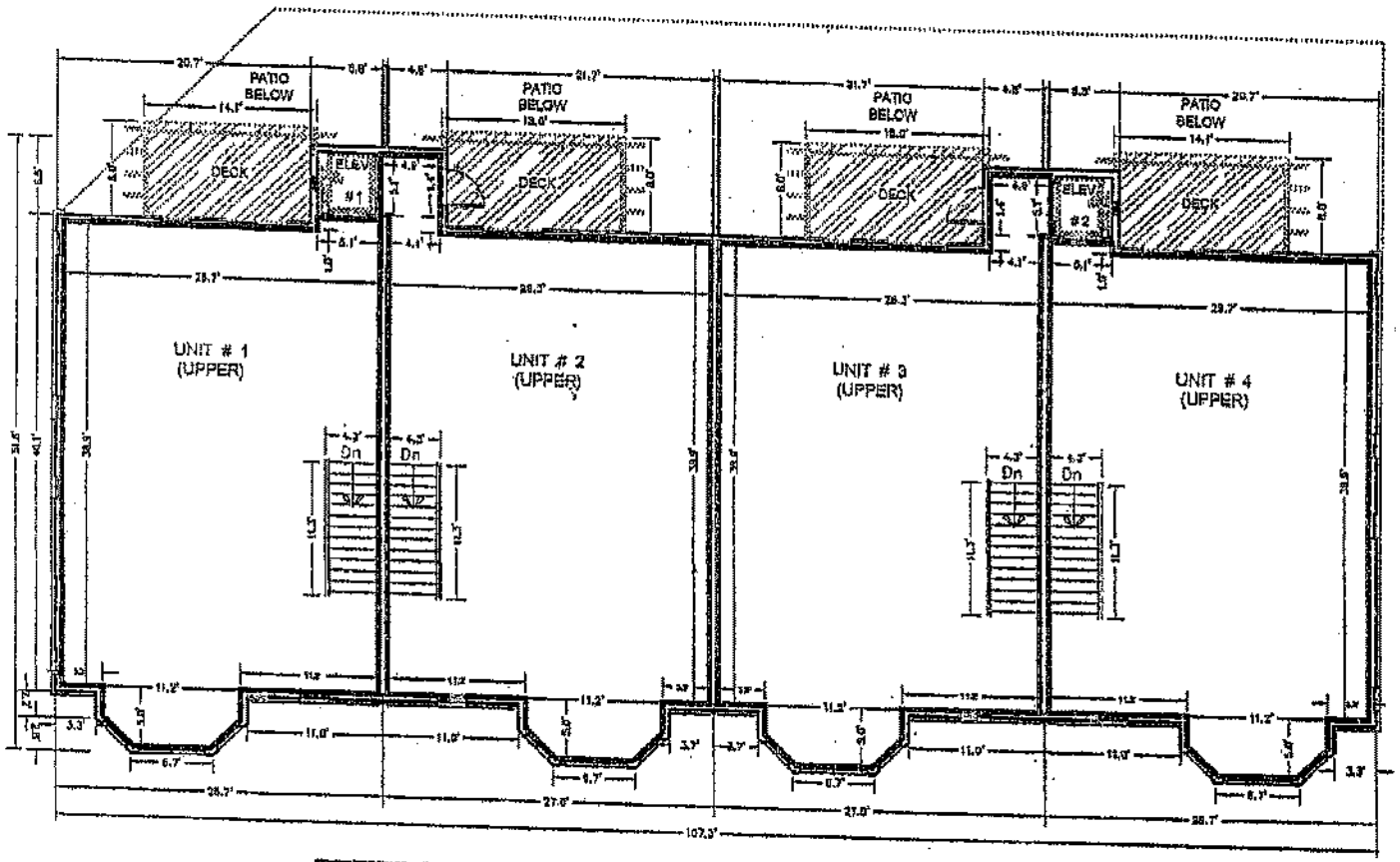
National Survey & Engineering
A Division of R.A. Smith & Associates, Inc.
262-781-1000
Fax 262-797-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938
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SHEET 11 OF 12

(B-58)

GALLUN TANNERY ROW: 1818, A CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



THIRD LEVEL - TOWNHOUSES

LIMITED COMMON ELEMENT

ELEV. - ELEVATOR

National Survey & Engineering
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262-781-1000
Fax 262-797-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938
www.nsae.com

SHEET 12 OF 12

(B-59)

SECOND AMENDMENT TO
CONDOMINIUM DECLARATION

DOC # 11320186
RECORDED
02/27/2023 09:38 AM
ISRAEL RAMON
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 30.00
TRANSFER FEE:
FEE EXEMPT #:
This document has been electronically recorded and returned to the submitter.

GALLUN TANNERY ROW: 1818, A CONDOMINIUM

Record this document with the Register of Deeds

Name and Return Address:
Lydia J. Chartre, Esq.
Husch Blackwell LLP
511 N. Broadway, Suite 1100
Milwaukee, WI 53202

(See Exhibit B for Parcel Numbers)

Parcel Identification Number

THIS INSTRUMENT DRAFTED BY:
LYDIA J. CHARTRE, ESQ.

The Declaration of Condominium for Gallun Tannery Row: 1818, A Condominium, the affected real property being described on Exhibit A attached hereto, was recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on February 6, 2006, as Document No. 9180276 (the "Declaration") and further amended by the First Amendment recorded on October 11, 2021 as Document No. 11173284;

WHEREAS, Gallun Tannery Row: 1818 Condominium Owners Association, Inc. (the "Association"), pursuant to the rights reserved in Article XII of the Declaration, desires to amend the Declaration; and

NOW THEREFORE, the Association does hereby amend the Declaration as follows:

Declaration Section 3.04 shall be amended by deleting the ~~strikeout~~ language and adding the underlined language to read as follows:

3.04 Description of Units. It is intended that the surface of each plane described above, be it drywall, tiles, wallpaper, paneling, carpeting or otherwise covered, is included as part of each defined Unit. A Unit shall include, without limitation, all improvements now or hereafter located within such boundaries, including:

(a) Windows and Doors (including all screens, and ~~with~~ all opening, closing and locking mechanisms and all hardware) which provide direct access to or within the Unit, and all drywall within a Unit.

(b) Interior lights and light fixtures.

(c) Cabinets.

(d) Floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them.

(e) Telephone, telefax, cable television, computer, internet, stereo or other sound systems, if any, including outlets, switches, hardware and other appurtenances serving them.

(f) Plumbing fixtures, hot water heaters, fire sprinklers, if any, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and water or sewage lines serving each Unit.

(g) The heating, ventilating and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Unit to the exterior of the Condominium, including vents for furnaces, clothes dryer, range hood, all other exhaust fans, and such other vents appurtenant to each Unit, condensers and all connections thereto serving each Unit.

(h) For the Antenna Unit only, all electrical fixtures, outlets and switches designed to serve the Unit exclusively and the junction boxes serving them and all cable

television, telephone and computer outlets, if any, designed to serve the Unit exclusively and the junction boxes serving them.

(i) For the Rooftop Unit only, all improvements (interior and exterior) located within the Rooftop Unit including decking and any structures approved by the Association and any items listed in subsection 3.04 (a) - (g) above which have been incorporated into such approved structure.

Declaration Section 3.05 shall be amended by deleting the ~~strikeout~~ language and adding the underlined language to read as follows:

3.05 Items Not Included as Parts of Units. Specifically not included as part of a Unit are those structural components of each Building~~; except as included in the Rooftop Unit, exterior doors and windows,~~ except as included in the Rooftop Unit, balcony and deck support structures and railings; waterproofing elements of the roof of the Building; any portion of the plumbing, electrical or mechanical systems of a Building serving more than one (1) Unit, another Unit or a Building as a whole, even if located within that Unit; and any conduits, soffits, plenums, chases and chimneys that serving more than one (1) Unit, another Unit or a Building as a whole, even if located within the Unit. Any of the above are Common Elements.

Declaration Section 5.03 shall be amended by deleting the ~~strikeout~~ language and adding the underlined language to read as follows:

5.03 Voting. Each Residential Unit and Townhouse Unit~~, except Unit 100,~~ shall have one (1) vote in the Association. ~~Unit 100 shall have two (2) votes in the Association.~~ The Antenna Unit shall have one (1) vote in the Association. The Rooftop Unit shall not have a vote in the Association.

Declaration Section 6.04(a) and (b) shall be amended by adding the underlined language to read as follows:

6.04 Maintenance and Repairs.

(a) Common Elements. The Association shall be responsible for the management and control of the Common Elements, including the Limited Common Elements (except as specifically set forth in (b) below) and shall maintain the same in good, clean and attractive order and repair. In addition, the Association shall be responsible for repairing and replacing any mechanicals such as elevators which are not part of a Unit; for cleaning and decorating any common lobbies; for snow plowing all sidewalks, driveways, drive aisles, parking areas; for maintaining, repairing and replacing all outdoor amenities, including lawns (excluding the Unit 201 Yard which shall be the responsibility of the Unit Owner of Unit 201), landscaping (excluding the Unit 201 Yard which shall be the responsibility of the Unit Owner of Unit 201), sidewalks, bicycle paths, driveways, drive aisles and parking areas and for otherwise providing and maintaining all Common Elements, including the Limited Common Elements.

(b) Units. Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within the Unit (including the electrical, heating and air conditioning systems serving such Unit, and including any ducts, vents, wires, cables or conduits designed or used in connection with such electrical, heating or air conditioning systems, and including windows and doors which provide direct access to or within the Unit, and all drywall), exterior patio areas, flooring of balconies and decks appurtenant to the Unit, with respect to Unit 201, for maintaining the Unit 201 Yard, except to the extent any repair cost is paid by the Association's insurance policy described in Section 8.01. Each Unit shall at all times be kept in good condition and repair. A Unit Owner must obtain prior written permission from the Board when maintaining, repairing, or replacing any part of the Unit that is visible from the exterior to maintain uniformity of appearance and to ensure that the same standard of quality of materials as the original. If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or a condition that results in damage to the Common Elements, the Association, upon fifteen (15) days' prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 6.07.

Declaration Section 7.06 shall be amended by deleting the ~~strikeout~~ language and adding the underlined language to read as follows:

7.06 ~~Lease of Units. Each Residential Unit or Townhouse Unit or any part thereof may be rented by written lease or otherwise occupied by a non-Unit Owner in exchange for money, provided that~~

~~(a) without the Association's prior written consent, the term of any such lease shall not be less than twelve (12) months, provided that the Unit shall first be occupied by the Unit Owner for at least six (6) months prior to the commencement of any lease,~~

~~(b) the Unit Owners have obtained the prior written approval of the Association to the proposed tenant and the terms of the proposed lease,~~

~~(c) the lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws and the Rules and Regulations, providing that the lease is subject and subordinate to the same,~~

~~(d) the lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the~~

~~tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation, and~~

~~(e) that no more than eight (8) Residential Units/Townhouse Units may be leased at any time, provided, however, such limit shall not apply to Declarant owned and leased Units, nor shall Declarant owned and leased Units decrease the availability of such eight (8) Units for leasing.~~

~~The Association may withhold approval upon any reasonable basis, including, but not limited to: the failure of the lease terms to comply with all provisions of this Declaration, the Articles, the Bylaws and the Rules and Regulations; the past failure of the tenant or its guests to abide by all provisions of this Declaration, the Articles, the Bylaws and the Rules and Regulations; and the past use by the tenant or its invitees or guests of any part of the Condominium in a manner offensive or objectionable to the Association or other occupants of the Condominium by reason of noise, odors, vibrations, or nuisance.~~

~~During the term of any lease of all or any part of a Residential Unit or Townhouse Unit (the "Rented Unit"), each applicable Residential Unit Owner or Townhouse Unit Owner (the "Landlord") of such Rented Unit shall remain liable for the compliance of the Rented Unit, such Landlord and all tenants of the Rented Unit with all provisions of this Declaration, the Bylaws and the Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Rented Unit. The Association may require that a copy of each lease of all or any part of a Rented Unit, be filed with the Association. The restrictions against leasing contained in this Section 7.06 shall not apply to leases of the Units to the Association or leases of all or any portion of the Antenna Unit. For purposes of this provision, the Rooftop Unit shall be considered a part of the Residential Unit(s) to which it is merged.~~

Leasing Restrictions. All Residential and Townhouse Units are subject to the following leasing restrictions.

(a) Only six (6) Residential or Townhouse Units shall be allowed to lease at any given time (the "Leasing Limit"). An Owner of a Unit must occupy the Unit for at least one (1) year before the Unit is eligible for leasing, and if not leased as allowed in this section, the Unit must be owner occupied (the "Owner Occupancy Requirement"). For purposes of this section, the Owner Occupancy Requirement will not be breached if the occupants are the unit owner's immediate family members, herein defined as a parent, child, spouse/domestic partner, sibling, grandparent, or grandchild, by blood, adoption, marriage, or registered domestic partner; further, if a Unit is owned by an entity, the Owner Occupancy Requirement shall be met if the person occupying the Unit has a substantial ownership interest in the entity or is a trustee or beneficiary of a Trust. The Board of Directors is entitled to ask for evidence showing the purported relationship or ownership interest in the unit. An exception to the Leasing Limit and Owner Occupancy Requirement is granted to the Units being rented at the time of recording this Second Amendment to the Declaration (the "Grandfathered Units"). When any of the Grandfathered Units is sold, conveyed, or title otherwise transferred following recording of this Second Amendment to the Declaration, upon such sale, conveyance, or transfer, that Unit will no longer be "grandfathered," and will be subject to the Leasing Limits and Owner Occupancy Requirement. Further, once a unit is no longer grandfathered, it will not be eligible again for leasing until a place becomes available

within the Leasing Limit. **In no event will the Leasing Limit or the Owner Occupancy Requirement apply to Mortgagees of the unit, or the Association, where the Unit is acquired by foreclosure of the mortgagee's or Association's interest, either judicially or by accepting a deed in lieu of foreclosure**. The Board of Directors will have discretion as to the administration of the Leasing Limit, and may pass Rules and Regulations to assist with the administration and enforcement of the leasing rules contained in this Declaration, the Bylaws, and the Rules and Regulations.

(b) Special Hardship Exception. The Board of Directors shall have the authority to waive the requirements of these sections and allow a Unit to be leased upon request of a Unit Owner if it determines, in its sole discretion, that enforcement thereof in the particular circumstances would result in an unreasonable hardship upon the Unit Owner, and that the exception would not jeopardize the interest of the Association in promoting owner-occupancy of Units. If any Unit Owner shall desire to lease to, or cause a unit to be occupied by a person other than an immediate family member pursuant to this hardship exception, said lease or occupancy shall require the approval of the Board of Directors. Any application for an exception must be in writing and give the reasons for requesting the exception. The Board shall convene a meeting within 20 days after receipt of notice, advising the Unit Owner of the time and place of a meeting and giving the Unit Owner an opportunity to attend. The Board shall make a decision as to whether or not to grant the hardship exception within fourteen (14) days of said meeting and the reasons shall be briefly stated in writing. The decision shall be binding on the Association and the parties. The maximum length of any hardship exception is one (1) year.

(c) Leasing Rules/Restrictions. For any lease, permitted or otherwise, the Unit Owner must comply with all of the following:

The term of any such lease shall not be less than twelve (12) months;

The Unit Owner has obtained the prior written approval of the Association with respect to the terms of the proposed lease;

The lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws, and the Rules and Regulations, providing that the lease is subject and subordinate to the same; and

The lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation.

The Rules and Regulations related to leasing shall also apply in addition to this Section.

(d) The Association may withhold approval upon any reasonable basis, including, but not limited to: the failure of the lease terms to comply with all provisions of this Declaration, the Articles, the By-laws, and the Rules and Regulations; the past failure of the tenant or its guests to abide by all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; and the past use by tenant or its invitees or guests of any part of the Condominium in a manner offensive or objectionable to the Association or other occupants of the Condominium by reason of noise, odors, vibrations, or nuisance.

(e) Short-term Rentals Prohibited. No space in any Unit may be rented and no transient tenants may be accommodated, even if the unit owner is present during the occupancy. Rentals through similar services such as AirBnb and VRBO are expressly prohibited.

Declaration Section 7.14 shall be amended by deleting the ~~strikeout~~ language and adding the underlined language to read as follows:

7.14 Animals. Unit Owners shall be allowed to keep up to~~: (i) two (2) cats or one (1) dog per Unit; or (ii) one (1) dog and one (1) cat per Unit; or (iii)~~ two (2) animals maximum, subject to a combined weight limit of seventy-five (75) pounds (at maturity)~~, two (2) dogs per unit. Service dogs are not subject to the weight restrictions. No Rottweilers or Pit Bulls or other potentially vicious guard dogs shall be allowed anywhere within the Condominium.~~ Animals shall be carried or kept on a leash of no longer than 30 inches at all times when not in the Units and shall display a friendly demeanor towards people and other pets. ~~In addition to cats and dogs,~~ Small animals that are kept in a cage or tank may also be permitted with Association approval. All animals shall not unreasonably disturb other Condominium residents and shall not be left unattended in any portion of the Common Elements. All animals must be registered with the Association and properly licensed according to local law. Owners of animals shall be pecuniarily liable for damage caused by their animals. Kennels shall be kept inside their respective owner's Unit. Unit Owners are responsible for the immediate clean-up of their animals regardless of the circumstances and pet excrement must either be flushed down a toilet or sealed in an airtight, waterproof bag and deposited in the Unit Owner's garbage. Rules and Regulations regarding animals shall also apply in addition to this Section.

This Second Amendment to the Declaration complies with the requirements of the Declaration at Article XII. and the applicable law, Wis. Stat. §703.09(2), in that it has been approved by the written consent of Unit owners with not less than two-thirds (2/3) of the Unit Owners in the Association, and such consents have been approved by the mortgagees or holders of equivalent security interest in the Units, to the extent set forth in the Act.

IN WITNESS WHEREOF, the Association has executed this Second Amendment to the Declaration this 22 day of Feb, 2023.

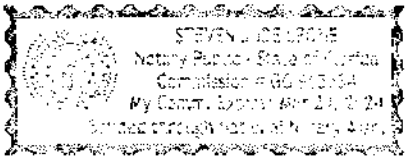
GALLUN TANNERY ROW:1818 CONDOMINIUM OWNERS ASSOCIATION, INC., a Wisconsin Non-Stock Corporation,

By: G. W. G
GRANT WILSON, President

Florida SL 2/22/23
STATE OF ~~WISCONSIN~~)
) ss.
COUNTY OF Broward)

This document was acknowledged before me by Grant Wilson, as President of the Gallun Tannery Row Condominium Owners Association, Inc. on this 22nd day of Feb, 2023.

Notary Public, State of ~~Wisconsin~~ Florida SL 2/22/23
My Commission: GG965589



ATTEST:

IN WITNESS WHEREOF, the Association has executed this Second Amendment to the Declaration this 23rd day of February, 2023.

GALLUN TANNERY ROW:1818 CONDOMINIUM OWNERS ASSOCIATION, INC., a Wisconsin Non-Stock Corporation,

By: Paul Symons
Paul Symons, Secretary

STATE OF WISCONSIN)
) ss.
COUNTY OF [illegible])

This document was acknowledged before me by [illegible], as Secretary of the Gallun Tannery Row Condominium Owners Association, Inc. on this [illegible] day of [illegible], 2023.

Notary Public, State of Wisconsin
My Commission: [illegible]

KRISTIN SOMMER
Notary Public
State of Wisconsin

Lydia J. Chartre, Esq.
Husch Blackwell LLP
511 N. Broadway, Suite 1100
Milwaukee, WI 53202

EXHIBIT A

Legal Description

Units 1, 2, 3, 4, 100, 201, 202 203, 204, 205, 206, 207, 301, 302, 303, 304, 305, 306, 307, 308, 401, 402, 403, 404, 405, 406, 407, 408, 501, 502, 503, 504, 505, 506, 507, 508, 601, and 602, together with said unit's undivided appurtenant interest in the common elements and the exclusive use of the limited common elements appurtenant to said unit, all in Gallun Tannery Row: 1818 A Condominium, a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin and recorded by a Declaration as such condominium in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on February 6, 2006, as Document No. 9180276, and any further amendments thereto, said condominium being located in the City of Milwaukee, Milwaukee County, Wisconsin on the real estate described in said Declaration and incorporated herein by this reference thereto.

Lots 3, 4, 5, 6, 7, 8, the West 40 feet of the South 70 feet of Lot 9 and that part of vacated East land place adjoining on the North in Block 3 of Hubbard and Pearson's addition to Milwaukee in the Southeast 1/4 of the NW 1/4 of Section 21, Town 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

EXHIBIT B

Tax Parcel Numbers

Unit Number	Tax Parcel Number
100	3541695000
201	3541696000
202	3541697000
203	3541698000
204	3541699000
205	3541700000
206	3541701000
207	3541702000
301	3541703000
302	3541704000
303	3541705000
304	3541706000
305	3541707000
306	3541708000
307	3541709000
308	3541710000
401	3541711000
402	3541712000
403	3541713000
404	3541714000
405	3541715000
406	3541716000
407	3541717000
408	3541718000
501	3541719000
502	3541720000
503	3541721000
504	3541722000
505	3541723000
506	3541724000
507	3541725000
508	3541726000
601	3541727000
602	3541728000
1	3541691000
2	3541692000
3	3541693000
4	3541694000

GALLUN TANNERY ROW: 1818 CONDOMINIUM OWNERS ASSOCIATION, INC.

DISCLOSURE MATERIALS

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BYLAWS OF

GALLUN TANNERY ROW: 1818
CONDOMINIUM OWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND ADDRESS

1.01. Name; Purpose. The name of the corporation shall be Gallun Tannery Row: 1818 Condominium Owners Association, Inc. (the "Association"). The Association is incorporated as a nonstock, nonprofit corporation under the provisions of the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes.

1.02. Address. The principal office of the Association shall be located at c/o1818 North Water Street, LLC, 700 N. Water Street, Suite 400, Milwaukee, Wisconsin 53202. This address shall also be the mailing address of the Association.

1.03. Binding Effect. These Bylaws (the "Bylaws") shall be binding upon the Unit Owners, their heirs, successors and assigns and shall govern the use, occupancy, operation and administration of the Condominium.

1.04. Capitalized Terms. Capitalized terms not defined in these Bylaws shall have the definitions given to such terms in the Declaration of Condominium for Gallun Tannery Row: 1818, a Condominium (the "Declaration") executed by 1818 North Water Street, LLC, a Wisconsin limited liability company (the "Declarant") and recorded in the office of the Milwaukee County Register of Deeds.

ARTICLE II

MEMBERSHIP

2.01. Membership. The membership of the Association shall at all times consist exclusively of all of the Unit Owners of the Condominium. Land contract vendees and not land contract vendors shall be members of the Association. Persons who hold an interest in a Unit merely as security for the performance of an obligation (including Mortgagees) are not members of the Association. Unless otherwise expressly set forth in these Bylaws, votes cast by members of the Association shall be based upon the votes appurtenant to such member's Unit pursuant to Section 5.03 of the Declaration.

2.02. Commencement and Termination. Membership shall immediately commence upon acquisition of an ownership interest in a Unit of the Condominium and shall immediately terminate upon conveyance of such ownership interest. If a Unit Owner's ownership interest passes to its personal representative or to a trustee upon the Unit Owner's death, such personal representative or trustee shall be a member of the Association.

2.03. Withdrawal or Expulsion. No Unit Owner may voluntarily withdraw or be expelled from membership in the Association.

2.04. Membership Certificates. Membership certificates shall not be issued.

2.05. Membership List. The Association shall maintain a current membership list listing all Unit Owners of each Unit, the current mailing address for each Unit Owner to which notice of meetings of the Association shall be sent, all Mortgagees of the Unit, if any, and, in the case of multiple owners of a Unit, the Unit Owner, if any, designated to cast any or all of the votes pertaining to such Unit in accordance with the Declaration. Each Unit Owner shall promptly provide written notice to the Association of any transfer of its Unit as provided in Section 2.06 and of any change in such Unit Owner's name or current mailing address. No Unit Owner may vote at meetings of the Association until the name and current mailing address of such Unit Owner has been provided to and received by the secretary of the Association. Any Unit Owner that mortgages its Unit or any interest therein or enters into a land contract with respect to its Unit shall notify the secretary of the name and mailing address of its Mortgagee and shall also notify the secretary when such mortgage has been released or such land contract has been fulfilled, and the secretary shall make appropriate changes to the membership list effective as of the date of the mortgage, release, land contract or fulfillment, as the case may be.

2.06. Transfer of Membership. Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon conveyance with the transfer of a Unit. As soon as possible following the transfer of a Unit, the new Unit Owners shall give written notice to the secretary of the Association of such transfer identifying the Unit and setting forth the names and mailing addresses of the new Unit Owners, the date of the transfer, the names and addresses of each Mortgagee, if any, and in the case of a Unit owned by multiple Unit Owners, the name of the person designated to vote, if any. The Association shall make appropriate changes to the membership list described in Section 2.05 effective as of the date of transfer.

2.07. Effect of Condominium Lien. No Unit Owner may vote on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit owned by such Unit Owner and the amount necessary to release the lien has not been paid at the time of the voting.

2.08. Quorum. Unit Owners holding twenty-five percent (25%) of the Percentage Interests as set forth in the Declaration, present in person or represented by proxy, shall constitute a quorum at all meetings of the Unit Owners for the transaction of business.

2.09. Vote Required to Transact Business. When a quorum is present in person or represented by proxy at any meeting, a majority of the votes cast shall decide any question brought before the meeting unless the question requires a different vote by express provision in the Declaration, Articles of Incorporation of the Association (the "Articles"), Wisconsin Condominium Ownership Act, Wisconsin Nonstock Corporation Law or these Bylaws, in which case such express provision shall apply.

2.10. Proxies. All proxies shall be in writing, signed by the Unit Owner giving such proxy, and filed with the secretary of the Association before or at the time of the meeting. No proxy shall be valid after one hundred eighty (180) days from its date of issuance, unless granted to a Mortgagee or tenant of a Unit.

2.11. Voting Designations of Multiple Unit Owners. If there are multiple Unit Owners of any single Unit, then each vote appurtenant to such Unit may be cast proportionately among the multiple Unit Owners in accordance with their respective percentages of ownership of the Unit, unless (a) the multiple Unit Owners have designated a single Unit Owner to exercise any or all of the votes appertaining to their Unit and have filed written notice of such designation signed by all such multiple Unit Owners with the secretary of the Association, in which case such votes cast by a Unit Owner so designated shall be deemed to be the unanimous act of the multiple Unit Owners, or (b) only one of multiple Unit Owners of a Unit is present in person or by proxy at a meeting of the Association, in which event the Unit Owner present (whether or not such Unit Owner or any other Unit Owner has been designated to cast votes pursuant to item (a) of this Section 2.11) is entitled to cast all votes allocated to the Unit and the same shall be deemed to be the unanimous act of the multiple Unit Owners. No designation of a single Unit Owner to cast any vote appertaining to any Unit owned by multiple Unit Owners shall be effective until written notice of such designation signed by all Unit Owners of such Unit has been received by the secretary of the Association prior to the casting of such vote. If any Unit Owner is so designated, then except as provided in the Declaration, only that Unit Owner shall be entitled to cast such vote in person

or by proxy. A voting designation may be limited in time or may be changed by notice in writing to the secretary of the Association signed by all Unit Owners of such Unit.

ARTICLE III

MEETINGS OF MEMBERS

3.01. Place. All meetings of the Unit Owners shall be held at a place in Milwaukee County, Wisconsin, that shall be stated in the notice of the meeting.

3.02. Annual Meetings. The first annual meeting of the Unit Owners shall be held on the second Monday of the first October after the Declarant has ceased to control the Association as provided in Section 6.02 of the Declaration. Thereafter, regular annual meetings of the Unit Owners shall be held on the second Monday of October of each succeeding year.

3.03. Special Meetings. Special meetings of the Unit Owners may be called at any time by the president of the Association and shall be called upon the written request of Unit Owners holding at least twenty-five percent (25%) of the votes. Business transacted at special meetings shall be limited to the objects stated in the notice of such meeting.

3.04. Notice of Meetings. No annual or special meeting of the Unit Owners may be held except upon at least ten (10) days' (but not more than 60 days') written notice delivered or mailed to each Unit Owner at the address shown on the Association's current membership list. Such notice shall specify the place, day and hour of the meetings and, in the case of a special meeting, the purpose of the meeting. Prior notice of a meeting is not required to any Unit Owner that signs a waiver of notice of such meeting.

3.05. Adjourned Meetings. If a quorum shall not be present in person or represented by proxy at any meeting, the Unit Owners present shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented by proxy. At such adjourned meeting at which a quorum shall be present or represented by proxy, any business may be transacted which might have been transacted at the meeting originally called.

3.06. Duties of Officers at Meetings. The president of the Association shall preside at all meetings of the Unit Owners, and in his or her absence, the vice

president shall preside. The secretary shall take the minutes of the meeting and keep such minutes in the Association's minute book. Votes at all meetings shall be counted by the secretary.

3.07. Order of Business. The order of business at all meetings of the Unit Owners shall be as follows:

(a) Calling the meeting to order.
(b) Calling the roll of Unit Owners and certifying the proxies.
(c) Proof of notice of meeting or waiver of notice.
(d) Reading and disposal of any unapproved minutes.
(e) Reports of officers.
(f) Reports of committees (if appropriate).
(g) Election of directors (if appropriate).
(h) Unfinished business.
(i) New business.
(j) Adjournment.

3.08. Action Without a Meeting by Written Consent. Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles or these Bylaws to be taken by the vote of the Unit Owners may be taken without a meeting if a written consent, setting forth the action so taken, is signed and dated by all Unit Owners that would have been entitled to vote upon the action at such meeting and that hold a number of votes equal to the greater of: (a) the number of votes that would be required to approve the matter at a meeting attended by one hundred percent (100%) of the Unit Owners entitled to vote or (b) fifty-one percent (51%) of the total number of votes in the Association.

3.09 Action Without a Meeting by Written Ballot. Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles or these Bylaws to be taken by the vote of the Unit Owners may be taken without a meeting if the Association delivers a written ballot to every Unit Owner entitled to vote on the matter. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than election of directors and the time by which the ballot must be received by the secretary of the Association in order to be counted. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action, and the number of approvals equals or

exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Once received by the secretary of the Association, a written ballot may not be revoked.

ARTICLE IV

BOARD OF DIRECTORS

4.01. Number and Membership in Association. The affairs of the Association shall be managed initially by a board of directors (the "Board of Directors") composed of three directors selected by the Declarant. At such time as the Declarant has conveyed twenty-five percent (25%) of the Percentage Interest as determined under Section 5.01 of the Declaration to purchasers, the number of directors on the Board of Directors shall be increased to four (4). At such time as the Declarant has conveyed fifty percent (50%) of the Percentage Interest as determined under Section 5.01 of the Declaration to purchasers, the number of directors on the Board of Directors shall be decreased to three (3). No more than one director at any given time may be a person who is not also a Unit Owner; provided, however, that during the period of Declarant control as provided in Section 6.02 of the Declaration, any person named by the Declarant to the Board of Directors shall be deemed to be a "Unit Owner" for purposes of this requirement only and provided further, that in the case of a Unit that is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee or designee of such entity shall be deemed to be a "Unit Owner" for purposes of this requirement only.

4.02. Term of Office. The initial Board of Directors shall serve until the Declarant has conveyed twenty-five percent (25%) of the Percentage Interest as determined under Section 5.01 of the Declaration to purchasers. Prior to the conveyance of twenty-five percent (25%) of the Percentage Interest as determined under Section 5.01 of the Declaration to purchasers, the Unit Owners other than the Declarant shall elect one director to serve on the Board of Directors. The Declarant shall elect the remaining three directors. Such Board of Directors shall take office upon the conveyance of twenty-five percent (25%) of the Percentage Interest as determined under Section 5.01 of the Declaration to purchasers and shall serve until the Declarant has conveyed fifty percent (50%) of the Percentage Interest as determined under Section 5.01 of the Declaration to purchasers. Prior to the conveyance of fifty percent (50%) of the Percentage Interest as determined under Section 5.01 of the Declaration to purchasers, the Unit Owners other than the Declarant shall elect one director to serve on the Board of Directors. The Declarant shall elect the remaining two directors. Such Board of Directors shall take office

upon the conveyance of fifty percent (50%) of the Percentage Interest as determined under Section 5.01 of the Declaration to purchasers and shall serve until the next election upon expiration of the period of Declarant control as provided in Section 6.02 of the Declaration. Not later than forty-five (45) days after the expiration of the period of Declarant control, a special meeting of the Unit Owners shall be called, and the Unit Owners shall elect all three (3) directors to serve on the Board of Directors. Such directors shall take office upon such election and shall serve until the first annual meeting of the Unit Owners as provided in Section 3.02. Thereafter, each director shall take office at the annual meeting and shall serve for a term of one (1) year or until his or her successor shall be elected or until his or her death, resignation or removal.

4.03. Election of Directors. One (1) month prior to each annual meeting of the Unit Owners, the secretary of the Association shall mail to all Unit Owners a notice setting a deadline for nomination of persons to serve as directors on the Board of Directors. All nominations shall be mailed to the secretary. Unit Owners must obtain the prior consent of any person they nominate and may nominate themselves. Only Unit Owners entitled to vote upon the election of any director may nominate a person to serve as a director. If the number of nominees equals the number of directors to be elected, the nominees shall automatically become the new directors to take office at the annual meeting. If the number of nominees is fewer than the number of directors to be elected, the secretary shall solicit further nominees by mail. If the number of nominees exceeds the number of directors to be elected, the secretary shall conduct an election by written ballot in accordance with Section 3.09 with all written ballots due prior to the deadline set by the secretary. Each Unit shall have the number of votes provided in the Declaration. The persons receiving the largest number of votes shall be elected as directors and shall take office at the annual meeting.

4.04. Vacancy and Replacement. If the office of any director becomes vacant because of death, resignation, disqualification or removal from office, such vacancy shall be filled by vote of a majority of the remaining directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of such vacancy, even though the directors present may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the director who left office or until a successor is elected in accordance with these Bylaws. Notwithstanding the foregoing, during the period of Declarant control as described in Section 6.02 of the Declaration, only the Declarant shall have the right to replace any director elected by Declarant.

4.05. Removal. Prior to the expiration of the period of Declarant control as described in Section 6.02 of the Declaration, only the Declarant shall have the right to remove a director from the Board of Directors. Thereafter, any director may be removed from the Board of Directors, with or without cause, by a majority vote of the Unit Owners.

4.06. Compensation. No director shall receive any compensation for his or her services as a director of the Association other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of directors' duties.

ARTICLE V

MEETINGS OF THE BOARD OF DIRECTORS

5.01. Regular Meetings. Until the expiration of Declarant control as described in Section 6.02 of the Declaration, the regular meeting of the Board of Directors shall be held annually on the second Monday of December at the time and place designated in the notice of such meeting. Thereafter, regular meetings of the Board of Directors shall be held annually without notice following the annual meeting of the Unit Owners at the same place as the Unit Owners' meeting or at such place as the Board of Directors may vote to hold the meeting.

5.02. Special Meetings. Special meetings of the Board of Directors may be called at any time by the president and shall be called by the president or secretary at the request of any director on the Board of Directors. Business transacted at all special meetings shall be limited to the objects stated in the notice of such meeting.

5.03. Notice of Special Meetings. No special meeting of the Board of Directors may be held except upon at least three (3) days' prior written notice delivered or mailed by the secretary to each member of the Board of Directors. Such notice shall specify the place, day and hour of the meeting of the Board of Directors and the purpose of the meeting. Attendance by any director at any meeting of the Board of Directors shall be deemed a waiver of such notice.

5.04. Quorum. A majority of the Board shall constitute a quorum for the transaction of business. Except as otherwise expressly provided in the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles or these Bylaws, every act of a majority of directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum is not present at the meeting, the directors then present may adjourn the meeting until such time as a quorum is present, and at such later meeting at which a

quorum is present, may transact any business which might have been transacted at the meeting originally called.

5.05. Order of Business. The order of business at all meetings of the Board of Directors shall be as follows:

(a) Calling the meeting to order.
(b) Proof of notice of meeting or waiver of notice.
(c) Reading and disposal of any unapproved minutes.
(d) Reports of officers.
(e) Reports of committees (if appropriate).
(f) Election of officers (if appropriate).
(g) Unfinished business.
(h) New business.
(i) Adjournment.

5.06. Action Without a Meeting by Written Consent. Any action required or permitted by the Articles or these Bylaws to be taken by the Board of Directors may be taken without a meeting if a written consent, setting forth the action so taken, is signed by two-thirds (2/3) of the directors then in office.

ARTICLE VI

POWERS AND DUTIES OF BOARD OF DIRECTORS

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

(a) Adopt budgets for revenues, expenditures and reserves.

(b) Levy and collect General Assessments and Special Assessments and disburse funds in payment of the Association's expenses.

(c) Manage, maintain, repair, replace, improve, operate and regulate the Common Elements, Limited Common Elements, and any property owned or leased by the Association.

(d) Grant easements, licenses and rights-of-way through or over the Common Elements.

(e) Hire and supervise any property manager or agent, security manager or agent, other manager or agent, employee, attorney, accountant or any other independent contractor whose services the Board of Directors determines are necessary or appropriate.

(f) Sue on behalf of all Unit Owners.

(g) Make contracts and incur liabilities.

(h) Purchase, take, receive, rent or otherwise acquire and hold any interest in real or personal property, including any Unit of the Condominium.

(i) Sell, convey, mortgage, encumber, lease, exchange, transfer or otherwise dispose of any interest in real or personal property, including any Unit of the Condominium.

(j) Receive any income derived from payments, fees or charges for the use, rental or operation of the Common Elements and any property owned or leased by the Association.

(k) Adopt, amend and repeal rules and regulations governing the operation, maintenance and use of any portion of the Condominium and the personal conduct of any person upon or with regard to Condominium property, including the imposition of charges for the use of Common Elements and penalties for infractions of the rules and regulations of the Association. Such rules and regulations may also be adopted, amended and repealed by the Unit Owners having sixty-seven percent (67%) or more of the votes of the Association. Notwithstanding anything in these Bylaws to the contrary, (i) rules and regulations which are adopted, amended or repealed by the Unit Owners may not thereafter be amended, repealed or readopted by the Board of Directors; (ii) the Declarant and its successors and assigns shall not be subject to or bound by any rule, regulation or amendment to a rule or regulation that is adopted without the written consent of the Declarant and its successors and assigns to the specific rule, regulation or amendment and (iii) the Unit Owner(s) of any Class of Units (as defined in the Declaration) shall not be subject to or bound by any rule, regulation or amendment to a rule or regulation that adversely affects such Class of Units or which imposes a discriminatory charge or fee against any Class of Units, without the written consent of at least 67% of the Percentage Interest appurtenant to such Class of Units.

(l) Insure the Condominium property and property owned or leased by the Association against loss by fire and other casualty and the Association and Unit Owners against public liability as provided in the Declaration and purchase such other insurance as the Board of Directors may deem advisable.

(m) Keep all of the books and records and prepare accurate reports of all transactions of the Association.

(n) Appoint committees to carry out any tasks which the Board of Directors deems necessary or appropriate.

(o) Designate depositories and establish accounts for the funds of the Association and determine which officers or agents shall be authorized to withdraw and transfer funds deposited in such accounts.

(p) Maintain such reserve funds for the operation, maintenance, repair and replacement of Common Elements, Limited Common Elements and any property owned or leased by the Association, for contingencies and for making up any deficit in the Common Expenses for any prior year as the Board of Directors may deem proper or as may be required by law.

(q) Delegate any or part of the powers and duties of the Board of Directors or Association officers to committees of the Association or to a manager or managing agent.

6.02. Manager. The Board of Directors may hire a manager or managing agent at a compensation rate established by the board to perform such duties and services as the Board of Directors shall authorize, including, without limitation, the duties enumerated in Sections 6.01 and 7.07.

ARTICLE VII

OFFICERS AND THEIR DUTIES

7.01. Officers. The principal officers of the Association shall be the president, vice president, secretary and treasurer, all of whom shall be elected by the Board of Directors. All officers shall be Unit Owners, provided, however, that during the period of Declarant control as provided in Section 6.02 of the Declaration, any person named by the Declarant to the Board of Directors or as an officer shall be

deemed to be a "Unit Owner" for purposes of this requirement only and provided further, that in the case of a Unit that is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee or designee of such entity shall be deemed to be a "Unit Owner" for purposes of this requirement only. The same individual may simultaneously hold more than one office in the Association.

7.02. Election of Officers. The first election of officers shall take place at the first meeting of the initial Board of Directors. Thereafter, the officers shall be elected annually by the Board of Directors at its regular meeting.

7.03. Term. Each officer of the Association shall hold office for a term of one (1) year or until his or her successor shall be elected.

7.04. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for a period specified by the Board of Directors which shall not exceed three (3) years, have such authority and perform such duties as the Board of Directors may from time to time determine.

7.05. Resignation and Removal. Any officer may be removed from office by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. Any officer may at any time resign by giving written notice to the president or the secretary. Such resignation shall take effect on the date of receipt of such notice by the president or the secretary or at any later time specified in the notice. Unless otherwise specified in the notice, the acceptance of the resignation described in the notice shall not be necessary for its effectiveness.

7.06. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to fill such vacancy shall serve for the remainder of the term of the officer replaced.

7.07. Duties. Unless otherwise indicated by the Board of Directors or delegated to a manager or managing agent pursuant to Article VI, the duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the members of the Association and of the Board of Directors; oversee the implementation of the Board of Directors' orders and resolutions; sign all leases, mortgages, deeds, contracts, checks, promissory notes and other written instruments on behalf of the Association; generally manage the business of the Association; supervise and direct all other officers of the

Association; and perform such other duties incident to the office of president as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles or these Bylaws, or by the Board of Directors.

(b) Vice President. The vice president shall act in the place of the president in the event of the president's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board of Directors.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Unit Owners; serve notices of the meetings of the Board of Directors and of the Unit Owners; keep all books and records of the Association other than books of account, including the membership list described in Section 2.05; and perform such other duties incident to the office of secretary as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles or these Bylaws, or by the Board of Directors.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by the president or by the Board of Directors; keep complete and accurate books of account; prepare the annual report of the business transacted by the Association each year; and prepare a proposed annual operating budget each year for consideration of the Board of Directors or Unit Owners.

7.08. Compensation. No officer shall receive any compensation for his or her services as an officer of the Association, other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of officers' duties.

7.09. Fidelity Bonds. The Board of Directors may require that any officers, agents or employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums of such bonds shall be paid by the Association.

ARTICLE VIII

BOOKS AND RECORDS

8.01. Inspection. The books, records, minutes, papers and membership list of the Association shall at all times, during reasonable business hours, be subject to inspection by any Unit Owner. The Declaration, the Articles and the Bylaws shall be available for inspection by any Unit Owner, Mortgagee or prospective purchaser of a Unit at the principal office of the Association, where copies may be purchased at reasonable cost.

8.02. Audits. The accounts and records of the Association shall be audited at least once every other year by an audit committee selected by the Board of Directors. The committee shall retain such professional auditors and other independent examiners as it deems appropriate. The cost of such audit shall be a Common Expense.

8.03. Report of Unit Owner Default. In addition to the obligations set forth herein, the Association shall keep sufficient records so as to be able to respond in writing to a prospective purchaser within ten (10) days of written request therefrom, with a statement of the amount of all unpaid and due assessment(s) against such Unit being purchased.

ARTICLE IX

BUDGET, ASSESSMENT AND ANNUAL REPORT

9.01. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December.

9.02. Budget. Throughout the period of Declarant control as described in Section 6.02 of the Declaration, the Board of Directors shall adopt an annual operating budget for the Association at the annual meeting of the Board of Directors, provided, however, that the first annual operating budget for the Association shall be adopted by the Board of Directors prior to the first sale of a Unit by the Declarant. After the expiration of the period of Declarant control as described in Section 6.02 of the Declaration, sixty-seven percent (67%) of the vote of the Board of Directors shall adopt the annual operating budget for the Association at the annual meeting. The budget shall be effective for the period beginning January 1 through December 31 of the succeeding year. For any year in which the Association is maintaining a statutory reserve account for the Condominium under Section 703.163 of the

Wisconsin Statutes, the Board shall include within the budget the amount of reserve funds to be collected for the ensuing year after considering (i) the reserve funds then in the reserve account; (ii) the estimated cost of repairing or replacing Common Elements, other than routine maintenance; (iii) the estimated remaining useful life of the Common Elements; and (iv) the approximate proportion of the estimated cost of repairing or replacing the Common Elements that will be covered by the reserve account and the approximate proportion that will be funded by other means.

9.03. Levying and Payment of General Assessments. Based on the duly adopted annual operating budget, the Board of Directors shall levy General Assessments against the Unit Owners in proportion to the Percentage Interest appurtenant to each Unit as determined under Section 5.01 of the Declaration; provided, however, unless and to the extent necessary to eliminate a deficit in the annual operating budget, no Unit owned by Declarant shall be considered in the calculation of, or give rise to, such levy until an occupancy permit has been issued for such Unit. On or before the last day of December of each year, the secretary shall mail or deliver a copy of the annual operating budget and a statement of assessment for the next twelve (12) months to each Unit Owner. General Assessments shall be payable to the Association in twelve (12) equal installments which shall be due monthly in advance on the first day of each month. Such installments shall be mailed or delivered to the principal office of the Association and shall be deemed paid on the date of mailing or on the date of delivery, as the case may be.

9.04. Special Assessments. Special Assessments may from time to time be levied against Unit Owners by the Board of Directors for any of the purposes enumerated in the Declaration and shall be due and payable in the manner and upon the date or dates designated by the Board of Directors.

9.05. Association Remedies Upon Nonpayment of Assessments. Any General Assessment or Special Assessment not paid within ten (10) days of the date on which it is due shall include a $50.00 administrative fee and if not paid within thirty (30) days of the date on which it is due shall bear interest from the day following such due date at the rate of eighteen percent (18%) per year or the highest rate permitted by law, whichever is less. The Association may seek to collect any assessments not paid when due by filing statements of condominium lien against the Units on which they are assessed, by enforcing and foreclosing such liens or by bringing an action for money damages against the Unit Owners personally obligated to pay the delinquent assessments. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving any lien securing the same. No Unit Owner may waive or otherwise escape liability for the

assessments provided herein by nonuse of the Common Elements or abandonment of its Unit.

9.06. Annual Report. Each January, the Board of Directors shall, by formal action, approve a full and clear annual report of all business transacted by the Association during the previous fiscal year, including a report of the Common Expenses, surpluses and assessments collected from each Unit Owner during the year. Copies of the annual report for the previous year shall be mailed or delivered to each Unit Owner at the address in the Association's membership list prior to the third Thursday in February.

ARTICLE X

USE

Each Unit shall be used only for purposes permitted under the Declaration, the Articles, these Bylaws, and any rules and regulations of the Association.

ARTICLE XI

ENFORCEMENT OF CONDOMINIUM DOCUMENTS

It shall be the responsibility of each Unit Owner to see that the occupants and tenants of the Unit owned by such Unit Owner, and the employees, agents, representatives, invitees and guests of such Unit Owner, occupants and tenants, abide by the provisions of the Declaration, Bylaws, Condominium Ownership Act, all rules and regulations of the Association, and any decisions made by the Association, the Board of Directors or any committees of the Association that are authorized by any of the foregoing. Unit Owners should report infractions to the Board of Directors in writing, and the Board of Directors shall reply to the reporting Unit Owner within thirty (30) days concerning the action taken. In the event of a violation of any provision of the Declaration, the Bylaws, the Condominium Ownership Act, any rule or regulation of the Association, or any authorized decision of the Association, the Board of Directors or any committee of the Association, the Board of Directors shall notify the alleged offender. If the violation is not corrected within a reasonable time, the Association may take such action as it deems appropriate, including legal action against the offending Unit Owner or the Unit Owners of the Unit in which such offender is a tenant, occupant, employee, agent, representative, invitee or guest, to correct the violation. In any such action brought against any Unit Owner in which the Association is the prevailing party, the Unit Owner defendant in such action shall pay the Association's costs and actual

attorneys' fees. In the event the Association fails to take appropriate enforcement action within thirty (30) days of the Association's receipt of the report of the infraction, any Unit Owner may take appropriate legal action to enforce the provisions of the Declaration, the Bylaws, the Condominium Ownership Act, the rules and regulations of the Association, and any authorized decision of the Association, the Board of Directors, or any committee of the Association.

ARTICLE XII

LIABILITY AND INDEMNITY

12.01 General Scope and Definitions.

(a) The rights of directors and officers of the Association provided in this Article shall extend to the fullest extent permitted by the Wisconsin Nonstock Corporation Law and other applicable laws as in effect from time to time.

(b) For purposes of this Article, "director or officer" means a natural person (i) who is or was a director or officer of the Association or (ii) who, while a director or officer of the Association, is or was serving at the Association's request as a director, officer, partner, trustee, member of any governing or decision-making committee, employee or agent of another corporation or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise or (iii) who, while a director or officer of the Association, is or was serving an employee benefit plan because his or her duties to the Association also imposed duties on, or otherwise involved services by, the person to the plan or to participants in or beneficiaries of the plan. Unless the context requires otherwise, "director or officer" shall also mean the estate and personal representative of a director or officer.

(c) For purposes of this Article, "proceeding" means any threatened, pending or completed civil, criminal, administrative or investigative action, suit, arbitration or other proceeding, whether formal or informal, which involves foreign, federal, state or local law (including federal or state securities laws) and which is brought by or in the right of the Association or by any other person.

(d) For purposes of this Article, "expenses" means fees, costs, charges, disbursements, attorneys' fees and any other expenses incurred in connection with a proceeding, including a proceeding in which a director or

officer asserts his or her rights under this Article, and, if the context requires, liabilities, including the obligation to pay a judgment, settlement, penalty, assessment, forfeiture or fine, including any excise tax assessed with respect to an employee benefit plan.

12.02 Mandatory Indemnification.

(a) To the extent that a director or officer has been successful on the merits or otherwise in the defense of any proceeding (including, without limitation, the settlement, dismissal, abandonment or withdrawal of any action where he or she does not pay or assume any material liability), or in connection with any claim, issue or matter therein, he or she shall be indemnified by the Association against expenses actually and reasonably incurred by him or her in connection therewith to the extent that he or she was a party to the proceeding because he or she is or was a director or officer of the Association.

(b) In cases not included under Section 12.02(a), the Association shall indemnify any director or officer against expenses actually and reasonably incurred by the director or officer in a proceeding to which the director or officer was a party because he or she is or was a director or officer, unless liability was incurred because the director or officer breached or failed to perform a duty he or she owed to the Association and the breach or failure to perform constituted any of the following: (i) a willful failure to deal fairly with the Association or its members in connection with a matter in which the director or officer had a material conflict of interest; (ii) a violation of criminal law, unless the director or officer had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful; (iii) a transaction from which the director or officer derived an improper personal profit or benefit; or (iv) willful misconduct. The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of no contest or an equivalent plea, does not, by itself, create a presumption that indemnification of the director or officer is not required under this subsection.

(c) Indemnification under this Section is not required to the extent that the director or officer has previously received indemnification or allowance of expenses from any person, including the Association, in connection with the same proceeding.

(d) To the extent indemnification is required under this Article XII, the Association has purchased or is required under Section 12.10 to

Purchase insurance on behalf of the indemnified person and the insurance policy includes a provision obligating the insurer to defend such person, the Association shall be obligated to extend such defense. To the extent possible under such insurance policy, the defense shall be extended with counsel reasonably acceptable to the indemnified person. The Association shall keep the indemnified person advised of the status of the claim and the defense thereof and shall consider in good faith the recommendations made by the indemnified person with respect thereto.

12.03 Determination of Right to Indemnification. Unless otherwise provided by written agreement between the director or officer and the Association, the director or officer seeking indemnification under Section 12.02 shall make a written request for indemnification which shall designate one of the following means for determining his or her right to indemnification: (a) by a majority vote of a quorum of the Board of Directors or a committee of directors consisting of directors not at the time parties to the same or related proceedings; (b) by independent legal counsel selected by a quorum of the Board of Directors or its committee in the manner prescribed in Section 12.03(a) or, if unable to obtain such a quorum or committee, by a majority vote of the full Board of Directors, including directors who are parties to the same or related proceedings; (c) by arbitration; or (d) by an affirmative vote of a majority of the Unit Owners entitled to vote; provided, however, that Unit Owners who are at the time parties to the same or related proceedings, whether as plaintiffs or defendants or in any other capacity, may not vote in making the determination. Any determination under this Section shall be made pursuant to procedures consistent with the Wisconsin Nonstock Corporation Law unless otherwise agreed by the Association and the person seeking indemnification. Such determination shall be completed, and eligible expenses, if any, shall be paid to the person requesting indemnification hereunder within sixty (60) days of the Association's receipt of the written request required hereunder.

12.04 Allowance of Expenses as Incurred. Within thirty (30) days after a written request by a director or officer who is a party to a proceeding because he or she is or was a director or officer, the Association shall pay or reimburse his or her reasonable expenses as incurred if the director or officer provides the Association with all of the following: (a) a written affirmation of his or her good faith belief that he or she has not breached or failed to perform his or her duties to the Association; and (b) a written undertaking, executed personally or on his or her behalf, to repay the allowance and, if required by the Association, to pay reasonable interest on the allowance to the extent that it is ultimately determined under Section 12.03 that indemnification under Section 12.02 is not required and indemnification is otherwise not ordered by a court. The undertaking under this

Section shall be an unlimited general obligation of the director or officer and may be accepted without reference to his or her ability to repay the allowance. The undertaking may be secured or unsecured.

12.05 Partial Indemnification.

(a) If it is determined pursuant to Section 12.03 that a director or officer is entitled to indemnification as to some claims, issues or matters in connection with any proceeding, but not as to other claims, issues or matters, the person or persons making such determination shall reasonably determine and indemnify the director or officer for those expenses which are the result of claims, issues or matters that are a proper subject for indemnification hereunder in light of all of the circumstances.

(b) If it is determined pursuant to Section 12.03 that certain expenses (other than liabilities) incurred by a director or officer are for any reason unreasonable in amount in light of all the circumstances, the person or persons making such determination shall authorize the indemnification of the director or officer for only such amounts as he or she or they shall deem reasonable.

12.06 Indemnification of Employees and Agents. The Board of Directors, may, in its sole discretion, provide indemnification and/or defense and/or allowance of expenses in advance of a final determination of any proceeding to an employee or agent of the Association who is not a director or officer in connection with any proceeding in which the employee or agent was a defendant because of his or her actions as an employee or agent of the Association; provided, however, that prior to such indemnification, defense or allowance of expenses, the Board of Directors shall first determine that the employee or agent acted in good faith and in a manner he or she reasonably believed to be in, and not opposed to, the best interests of Association.

12.07 Limited Liability of Directors and Officers.

(a) Except as provided in Sections 12.07(b) and 12.07(c), a director or officer is not liable to the Association, its members or creditors, or any person for damages, settlements, fees, fines, penalties or other monetary liabilities arising from a breach of, or failure to perform, any duty resulting solely from his or her status as a director or officer, unless the person asserting liability proves that the breach or failure to perform constitutes any of the acts of misconduct listed in Section 12.02(b).

(b) Except as provided in Section 12.07(c), this Section 12.07 does not apply to any of the following: (i) a civil or criminal proceeding brought by or on behalf of any governmental unit, authority or agency; (ii) a proceeding brought by any person for a violation of state or federal law where the proceeding is brought pursuant to an express private right of action created by state or federal statute; or (iii) the liability of a director under Wisconsin Statutes Sections 181.0832 and 181.0833.

(c) Sections 12.07(b)(i) and (ii) do not apply to a proceeding brought by a governmental unit, authority or agency in its capacity as a private party or contractor.

12.08 Severability of Provisions. The provisions of this Article and the several rights to indemnification, advancement of expenses and limitation of liability created hereby are independent and severable and, in the event that any such provision or right shall be held by a court of competent jurisdiction in which a proceeding relating to such provisions or rights is brought to be against public policy or otherwise to be unenforceable, the other provisions of this Article shall remain enforceable and in full effect.

12.09 Nonexclusivity of Rights. The rights to indemnification, defense and advancement of expenses provided for in this Article shall not be deemed exclusive of any other rights to which those seeking indemnification, defense or advancement of expenses may be entitled under any agreement authorized by the Board of Directors, any of the Bylaws, any vote of the members or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. Notwithstanding the foregoing, the Association may not indemnify a director or officer, or permit a director or officer to retain any allowance of expenses, pursuant to any such additional rights unless it is determined by or on behalf of the Association that the director or officer did not breach or fail to perform a duty he or she owes to the Association which constitutes conduct under Section 12.02(b). A director or officer who is a party to the same or related proceeding for which indemnification, defense or an allowance of expenses is sought may not participate in a determination under this Section.

12.10 Purchase of Insurance. The Association shall use its reasonable best efforts to purchase and maintain insurance on behalf of any person who is or was a director or officer of the Association, to the extent that such director or officer is insurable and such insurance coverage can be secured by the Association at rates, and in amounts and subject to such terms and conditions as shall be determined in good faith to be reasonable and appropriate by the Board of Directors of the Association, and whose determination shall be conclusive

(provided, however, that such insurance shall contain a provision obligating the insurer to defend the director or officer, if such provision is available at reasonable rates), against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify or defend him or her against such liability under the provisions of this Article.

12.11 Benefit. The rights to indemnification, defense and advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

12.12 Amendment. No amendment or repeal of this Article shall be effective to reduce the obligations of the Association under this Article with respect to any proceeding based upon occurrences which take place prior to such amendment or repeal.

ARTICLE XIII

GENERAL PROVISIONS

13.01. Seal. The Association shall not have a corporate seal.

13.02. Interpretation. These Bylaws are subject to all provisions of the Declaration, the Articles, the Wisconsin Condominium Ownership Act and the Wisconsin Nonstock Corporation Law. In the event any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Any invalid provision or portion thereof shall be interpreted as having been amended to comply with the provisions of the Wisconsin Condominium Ownership Act and/or the Wisconsin Nonstock Corporation Law in effect on the date of the adoption of these Bylaws. Nothing in these Bylaws shall be deemed or construed to authorize the Association to conduct or engage in any active business for profit on behalf of any or all of the Unit Owners.

13.03 Notices. Except as otherwise may be provided in the Wisconsin Condominium Ownership Act or Wisconsin Nonstock Corporation Law, notices to any Unit Owner that are to be delivered or mailed pursuant to these Bylaws shall be deemed to have been given (a) in the case of delivered notices, on the date when the notice is delivered to the address on file with the secretary of the Association, or (b) in the case of mailed notices, on the date when the notice, addressed to the

address on file with the secretary of the Association, is deposited in the United States mail with sufficient postage to effect delivery.

ARTICLE XIV

AMENDMENT

These Bylaws may be amended only with the assent of at least sixty-seven percent (67%) of the votes of the Unit Owners; provided, however, as long as the Declarant owns any Unit, no amendment shall be effective without the written consent of the Declarant. If any proposed amendment of these Bylaws shall adversely affect any Class of Units or impose a discriminatory charge or fee against any Class of Units, the consent in writing of the Unit Owners owning not less than 67% of the Percentage Interests as set forth in Section 5.01 of the Declaration appurtenant to such Class of Units, shall also be required. Any first Mortgagee or its insurer or guarantor shall, upon written request to the Association, be entitled to timely written advance notice of any proposed amendment to these Bylaws.

GALLUN TANNERY ROW: 1818 CONDOMINIUM OWNERS ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION D

ARTICLES OF INCORPORATION

COPY
DEPARTMENT OF FINANCIAL INSTITUTIONS
STATE OF WISCONSIN

06 JAN 12 PM 3:03

ARTICLES OF INCORPORATION
OF
GALLUN TANNERY ROW: 1818 CONDOMINIUM OWNERS ASSOCIATION, INC.

The Gallun Tannery Row: 1818 Condominium Owners Association, Inc., a nonstock, nonprofit corporation organized under Chapter 181 of the Wisconsin Statutes, hereby adopts the following Articles of Incorporation:

ARTICLE I
NAME

The name of the corporation is Gallun Tannery Row: 1818 Condominium Owners Association, Inc. (hereinafter referred to as the "Association").

STATE OF WISCONSIN
FILED
JAN 13 2006
DEPARTMENT OF
FINANCIAL INSTITUTIONS

ARTICLE II
PERIOD OF EXISTENCE

The period of existence of the Association is perpetual.

ARTICLE III
PURPOSE

The Association is organized to serve as an association of unit owners (as described in Section 703.15 of the Wisconsin Statutes) for Gallun Tannery Row: 1818, a Condominium created under Chapter 703 of the Wisconsin Statutes, located in the City of Milwaukee, Milwaukee County, Wisconsin. The purpose of the Association is to provide for the management, maintenance and care of the common elements of said condominium and other property for which the Association is responsible and to exercise the powers, carry out the responsibilities, and otherwise engage in any lawful activity authorized and permitted by Chapter 703 of the Wisconsin Statutes.

ARTICLE IV
MEMBERS

The Association shall have members. Membership provisions (including the designation of classes, if any, and the method of acceptance of members of each such class) shall be set forth in the Bylaws of the Association (the "Bylaws"). The respective voting rights of the members of the Association shall be as set forth in the Bylaws and that certain

WI - DFI CORP
FILE ID# → G037669

Declaration of Condominium for Gallun Tannery Row: 1818, a Condominium recorded in the office of the Milwaukee County Register of Deeds (the "Declaration").

ARTICLE V
PRINCIPAL OFFICE

The address of the principal office of the Association is c/o 1818 North Water Street, LLC, 700 N. Water Street, Suite 400, Milwaukee, WI 53202. The principal office is located in Milwaukee, Wisconsin.

ARTICLE VI
REGISTERED AGENT

The name and address of the initial registered agent of the corporation is Daniel J. Walsh, c/o of 1818 North Water Street, LLC, 700 N. Water Street, Suite 400, Milwaukee, WI 53202.

ARTICLE VII
BOARD OF DIRECTORS

The affairs of the corporation shall be managed by a board of directors. The number of directors constituting the initial board of directors (the "Initial Directors") shall be three (3). Thereafter, the number and manner of election or appointment of directors and their terms of office shall be as provided in the Bylaws. The names and addresses of the Initial Directors are as follows:

Daniel J. Walsh
c/o 1818 North Water Street, LLC
700 N. Water Street, Suite 400
Milwaukee, WI 53202

David L. Behnke
c/o 1818 North Water Street, LLC
700 N. Water Street, Suite 400
Milwaukee, WI 53202

Patrick D. Gallagher
c/o 1818 North Water Street, LLC
700 N. Water Street, Suite 400
Milwaukee, WI 53202

ARTICLE VIII
ACTION BY BOARD OF DIRECTORS WITHOUT A MEETING

Any action required or permitted by these Articles or the Bylaws to be taken by the board of directors of the Association may be taken without a meeting if a written consent, setting forth the action so taken, is signed by two-thirds (2/3) of the directors then in office.

ARTICLE IX
INCORPORATOR

The name and address of the incorporator are Melanie S. Lee, Reinhart Boerner Van Deuren s.c., 22 East Mifflin Street, Suite 600, P.O. Box 2018, Madison, WI 53701-2018.

ARTICLE X
AMENDMENT OF ARTICLES AND BYLAWS

Any amendment to these Articles of Incorporation or the Bylaws that alters or abrogates the rights of the Declarant (as defined in the Declaration) or the Declarant's successors or assigns shall be null, void and of no force or effect unless it is approved in writing by the Declarant. This Article X may not be amended or deleted without the approval in writing of the Declarant.

Dated at Madison, Wisconsin, this 1st day of January, 2006.

Melanie S. Lee, Incorporator

Drafted By and
Return to:
Melanie S. Lee
Reinhart Boerner Van Deuren s.c.
PO Box 2018
Madison, WI 53701-2018

STATE OF WISCONSIN
FILED
JAN 13 2006
DEPARTMENT OF
FINANCIAL INSTITUTIONS

GALLUN TANNERY ROW: 1818 CONDOMINIUM OWNERS ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION E

MANAGEMENT CONTRACT

CONDOMINIUM AND HOMEOWNERS ASSOCIATION MANAGEMENT AGREEMENT

ASSOCIATION: GALLUN TANNERY ROW: 1818 CONDOMINIUM OWNERS ASSOCIATION, INC.

AGENT: HUNT MANAGEMENT INCORPORATED

For Property located at: 1818 N. WATER STREET, MILWAUKEE, WISCONSIN

Beginning: MAY 1, 2022 Ending: APRIL 30, 2023

This agreement (the "Agreement") is made and entered into this 10th DAY OF FEBRUARY, 2022, by and between the unit owners' association known as GALLUN TANNERY ROW: CONDOMINIUM OWNERS ASSOCIAITON, INC. (the "Association"), which is established in accordance with the laws of the State of WISCONSIN for the property known as GALLUN TANNERY ROW: 1818 CONDOMINIUM OWNERS ASSOCIATION, INC. AT 1818 N. WATER STREET IN MILWAUKEE, WISCONSIN, (the "Property"), and HUNT MANAGEMENT INCORPORATED (the "Agent").

AUTHORITY OF THE AGREEMENT

The Board of Directors of the Association (the "Board"), on behalf of the Association, hereby appoints Agent to manage the Property, and Agent accepts appointment to manage the Property.
The parties further agree as follows:

Section 1 TERM OF AGREEMENT

The Board appoints Agent exclusively to manage the Property for a period of ONE YEAR, beginning MAY 1, 2022, and thereafter for periods of one year unless this Agreement is terminated as provided in this section or in sections 11 or 12. Either party may terminate this Agreement at the end of the initial term or at the end of any one-year renewal period provided that written notice is given to the other party on or before the sixtieth (60th) day prior to the expiration of the initial term or on or before the sixtieth (60th) day prior to the expiration of such one-year renewal period.

Section 2 SERVICES OF AGENT

Agent shall manage the Property to the extent, for the period, and upon the terms of this Agreement. Agent shall perform the following services in the name of and on behalf of the Association, and the Association hereby gives Agent the authority and powers required to perform these services.

2.1 COLLECTION OF ASSESSMENTS

Agent shall collect (and give receipts for, if necessary) all monthly and other assessments and other monies that are due the Association with respect to the Property and for all rental or other payments from concessionaires, if any. However, Agent shall have no authority or responsibility to collect delinquent assessments or other charges except to send notices of delinquency.

2.2 RECORDS OF INCOME AND EXPENDITURES

Agent shall maintain records of all income and expenses relating to the Property, and shall submit to the Association on or before the FIFTEENTH (15TH) day of the following month, a statement of receipts and disbursements for the preceding month, including a statement of the balance in the operating account for the Property.

2.3 PREPARATION OF ANNUAL BUDGET

NINETY (90) days prior to the beginning of each fiscal year, which begins on JANUARY 1ST. Agent shall prepare and submit to the Board a recommended Annual Budget for the next year showing anticipated income and expenses for such year.

2.4 SUBMISSION OF ANNUAL REPORT

Within THIRTY (30) days after the end of each fiscal year, Agent shall submit to the Association a summary of all receipts and disbursements relating to the Property for the preceding year. However, submission of such annual report shall not be construed to require Agent to supply an audit. Any audit required by the Association shall be prepared at the Association's expense by an auditor(s) of its selection.

2.5 MAINTENANCE OF COMMON ELEMENTS

Subject to the direction of the Board, at the expense of the Association and in accordance with the Association's approved budget, Agent shall cause the common elements of the Property to be maintained according to appropriate standards of maintenance consistent with the character of the Property, including BUILDING & GROUNDS MAINTENANCE & REPAIR, ETC.

2.6 EMPLOYMENT OF PERSONNEL

Agent shall hire, pay, negotiate collective bargaining agreements with (if necessary), supervise, and discharge whatever personnel may be required to maintain and operate the Property on behalf of the Association and in accordance with the budget, job standards, and wage rates previously approved by the Association. All such personnel shall be employees of the Association and not of Agent, and all salaries, taxes, and other expenses payable to or on account of such employees shall be operating expenses of the Property.

2.7 PAYMENT OF EMPLOYMENT TAXES

Agent shall, on behalf of the Association, execute and file all tax and other returns and do and perform all acts required of the Association as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, all applicable federal, state, and local income tax laws, and all other laws, regulations, and/or ordinances governing employment and payment of wages. Upon request, the Board shall promptly execute and deliver to Agent all necessary powers of attorney, notices of appointment, and the like. The Association shall supply all funds to pay any taxes.

2.8 UTILITIES AND SERVICES CONTRACTS

Subject to the direction of the Board and on behalf of the Association, Agent shall negotiate contracts for water, electricity, gas, telephone, and such other services as may be necessary or advisable for the common elements of the Property. Agent shall also purchase on behalf of the Association such equipment, tools, appliances, materials, and supplies as are necessary for the proper operation and maintenance of the Property. All such contracts and purchases shall be executed in the name of the Association by its Board of Directors and at its expense.

2.9 PAYMENT OF EXPENSES

From the funds of the Association, Agent shall pay all expenses of the Property, including taxes, building and elevator inspection fees, water rates and other governmental charges, and all other charges or obligations incurred by the Association or by Agent on behalf of the Association with respect to the maintenance or operation of the Property or pursuant to the terms of this Agreement or pursuant to other authority granted by the Board on behalf of the Association.

2.10 RECORDS OF INSURANCE

Agent shall maintain appropriate records of all insurance coverage for the Property carried by the Association as specified in paragraph 10.2. Agent shall cooperate with the Board in investigating and reporting all accidents or claims for damage relating to the ownership, operation, and maintenance of the common elements of the Property, including any damage or destruction to them.

2.11 OTHER SPECIFIC SERVICES OF AGENT

OTHER SERVICES TO BE NEGOTIATED AND MEMORIALIZED AS REQUIRED

Section 3 LIMITATION ON EXPENDITURES BY AGENT

In discharging its responsibilities under section 2 of this Agreement, Agent shall not make any unbudgeted expenditures or incur any nonrecurring contractual obligation exceeding $500.00, without the prior consent of the Association through the Board. However, no such consent shall be required to repay any advances made by Agent under the terms of section 5, Notwithstanding these limitations, Agent may, on behalf of the Association and without prior consent of the Board, expend any amount or incur a contractual obligation in any amount required to deal with emergency conditions which may involve a danger to life or property or which may threaten the safety of the Property or the individual owners and occupants or which may threaten the suspension of any necessary service to the Property.

Section 4 AGENT NOT RESPONSIBLE FOR MAINTENANCE OF INDIVIDUAL UNITS

Agent shall have no authority or responsibility for maintenance or repairs to individual units in the Property. Such maintenance and repairs shall be the sole responsibility of the owners individually.

Section 5 DISPOSITION OF FUNDS

Agent shall, on behalf of the Association, deposit collections and pay expenses of the Property as stated below.

5.1 DEPOSIT OF COLLECTIONS

Agent shall deposit all monies collected on behalf of the Association in a bank or other financial institution whose deposits are insured by the federal government or such other depository as directed by the Association AND AGREED TO BY AGENT in writing. The funds of the Association shall at all times be maintained separate and apart from Agent's own funds and from the funds of any others. Agent's designees shall be the only parties authorized to draw upon such accounts (EXCEPTING THOSE ACCOUNTS DESIGNATED AS 'RESERVES' FOR WHICH DIRECTORS / OFFICERS SHALL BE SIGNATORIES). Agent shall not be held liable in the event of bankruptcy or failure of such depository. Such operating account shall not be required to bear interest.

5.2 PAYMENT OF EXPENSES

Agent shall pay all expenses of operation and management of the Property from the Association's funds held in account by Agent. Any amounts owed to Agent by the Association shall also be paid from such account.

5.3 AGENT NOT REQUIRED TO ADVANCE FUNDS

Agent shall have no obligation to advance funds to the Association for any purpose whatsoever. Any funds advanced to the Association by Agent shall be repaid to Agent immediately from the Association's funds. Any sums due Agent under any provision of this Agreement, and not paid within THIRTY (30) days after such sums have become due, shall bear interest at the rate of 12% per annum.

5.4 BONDING OF EMPLOYEES

All employees of Agent who handle or are responsible for the safekeeping of any monies of the Association shall be covered by a bond protecting the Association. Such bond shall be in an amount and with a company determined by Agent and may be a blanket or umbrella bond. The expense of such bonding shall be paid by AGENT.

Section 6 ATTENDANCE AT BOARD MEETINGS

Agent, or a designated employee or other representative of Agent, shall attend ONE regular meeting of the Board EACH MONTH and the Annual Meeting of the Association. SUCH ATTENDANCE SHALL BE LIMITED TO ONE HOUR BEYOND WHICH A MINIMUM $100.00 PER HOUR CHARGE SHALL ACCRUE. Upon not less than SIX (6) DAYS notice, Agent or its designated representative shall attend ADDITIONAL meetings of the Board or of the Association as requested, provided that the Association shall pay Agent $100.00 per hour for that individual's attendance at each meeting. Agent or its representative shall be custodian of the official records of the Board and the Association. HOWEVER, neither Agent nor its representative shall be required to record the minutes of such meetings. (SEE SECTION 9.3).

Section 7 ONE BOARD MEMBER TO DEAL WITH AGENT

The Board shall designate one of its members who shall be authorized to deal with Agent on any matter relating to the management of the Property. Agent shall not accept directions or instructions with regard to the management of the Property from anyone else. In the absence of any other designation by the Board, the President of the Board shall be deemed to have this authority. Board appoints THE VICE PRESIDENT as alternate should the President be unavailable. Agent may, but is not required to, submit any matter, direction, instruction or the like to the Board and shall then follow the direction of the Board.

Section 8 LIMITATION OF AGENT'S AUTHORITY AND RESPONSIBILITY

Agent's authority to act and responsibility for the Property shall be subject to the limitations set forth below.

8.1 STRUCTURAL CHANGES

Agent shall have no authority to make any structural changes in the Property or to make any other major alterations or additions in or to any building or equipment therein, except such emergency repairs as may be required because of danger to life or property or which are immediately necessary for the preservation and safety of the Property or for the safety of the individual owners and occupants or which are required to avoid the suspension of any necessary service to the Property.

8.2 BUILDING COMPLIANCE

Agent shall not be responsible for the compliance of the Property or any of its equipment with the requirements of any building codes or with any statutes, ordinances, laws, rules, or regulations (including those relating to the existence and disposal of solid, liquid, and gaseous wastes, and toxic or hazardous substances) of any city, county, state, or federal governments or agencies, or any public authority or official thereof having jurisdiction over it. HOWEVER, Agent shall notify the Association promptly or forward to the Association promptly any complaints, warnings, notices, or summonses received by Agent relating to such matters. The Association represents that to the best of its collective knowledge the Property complies with all such requirements, and the Association authorizes Agent to disclose the ownership of the Property to any such officials and agrees to indemnify, defend, and hold Agent, its representatives, servants, and employees, harmless of and from all loss, cost, expense, and liability whatsoever which may be imposed on them by reason of any present or future violation or alleged violation of such laws, ordinances, rules, or regulations.

8.3 AGENT ASSUMES NO LIABILITY

Agent assumes no liability whatsoever for any acts or omissions of the Board or the Association, or any previous boards or current or previous owners of the Property, or any previous management or other agent of either. Agent assumes no liability for any failure of or default by any individual unit owner in the payment of any assessment or other charges due the Association or in the performance of any obligations owed by any individual unit owner to the Association, pursuant to any lease or otherwise. Agent likewise assumes no liability for any failure of or default by concessionaires in any rental or other payments to the Association. Nor does Agent assume any liability for previously unknown violations of environmental or other regulations which may become known during the period this Agreement is in effect. Any such regulatory violations or hazards discovered by Agent shall be brought to the attention of the Association in writing, and the Association shall promptly cure them.

Section 9 AGENT'S COMPENSATION

Agent shall be compensated for specific services as stated below.

9.1 FOR MANAGEMENT SERVICES

The Association shall pay Agent a management fee of $1,200.00 per month. The management fee shall be paid monthly in advance. The management fee shall be adjusted annually upon approval by the Board of the Annual Budget, which adjustment shall be incorporated into this Agreement by reference. No further charge shall be made by Agent for Agent's services and other services of Agent's professional staff, except as otherwise expressly provided in this Agreement. Any clerical services performed for the Association, such as preparation and circulation of notices and newsletters and general correspondence of the Association, shall be at the Association's expense, including postage and other expenses.

9.2 FOR CONSTRUCTION, REMODELING, OR OTHER CONTRACTING SERVICES

TO BE NEGOTIATED AND MEMORIALIZED AS REQUIRED

9.3 FOR OTHER SERVICES

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

Section 10 OBLIGATIONS OF THE ASSOCIATION

The Association shall insure the Property, Agent, and itself against liability and bear the expense of any and all litigation against the Property, Agent, and the Association as stated below. In addition, the Association shall provide for an Initial deposit and contingency reserve and, through its Board, approve an Annual Budget for the Property.

10.1 SAVE AGENT HARMLESS FROM LIABILITY SUITS

The Association shall indemnify, defend, and save Agent harmless from all suits or other claims including, but not limited to, those alleging any negligence of Agent or its employees in connection with the Property or the management thereof and from liability for damage to property and injuries to or death of any employee or other person. The Association shall pay all expenses incurred by Agent including, but not limited to, all attorneys' fees, costs, and expenses incurred to represent Agent in regard to any claim, proceeding, or suit involving alleged negligence of Agent or its employees in connection with or arising out of the management of the Property.

10.2 ESTABLISH AND MAINTAIN LIABILITY INSURANCE

The Association shall carry at its own expense public liability, boiler, fire and extended coverage, elevator liability (if elevators are part of the equipment of the Property), and workers' compensation insurance, and such other insurance as may be necessary or appropriate. Such insurance policies shall name both the Association and Agent as ADDITIONAL INSUREDS, and their coverage shall be adequate to protect the interests of both parties and in form, substance, and amounts reasonably satisfactory to Agent. The Association shall provide Agent with certificates AND ADDITIONAL INSURED ENDORSEMENTS evidencing such insurance or with duplicate copies of such policies within TEN (10) days from the date of execution of this Agreement; or Agent may, but shall not be obligated to, place said insurance and charge the cost thereof to the account of the Association. Said policies shall provide that notice of default or cancellation shall be sent to Agent as well as to the Association and shall require a minimum of THIRTY (30) days' written notice to Agent before any cancellation of or changes to said policies. FURTHER, IT IS AGREED THAT THE ASSOCIATION'S INSURANCE COVERAGE SHALL BE PRIMARY AND AGENT'S INSURANCE COVERAGE SHALL BE NON-CONTRIBUTORY.

10.3 PAY ALL EXPENSES OF ANY LITIGATION

The Association shall pay all expenses incurred by Agent including, but not limited to, Agent's costs and time, any liability, fines, penalties or the like, settlement amounts, and attorneys' fees for counsel employed to represent Agent or the Association in any proceeding or suit involving any alleged or actual violation by Agent or the Association or the Board, or any combination of all of them, of any law or regulation of any governmental body pertaining to environmental protection, fair housing, or fair employment, including, but not limited to, any law prohibiting or making illegal discrimination on the basis of race, sex, creed, color, religion, national origin, family status, or mental or physical handicap. However, the Association shall not be responsible to Agent for any such expenses in the event Agent is finally adjudged to have personally, and not in a representative capacity, violated any such law. Nothing contained in this Agreement shall obligate Agent to employ legal counsel to represent the Board or the Association in any such proceeding or suit.

10.4 SAVE AGENT HARMLESS FROM LABOR LAW VIOLATIONS

The Association shall indemnify, defend, and save Agent harmless from all claims, investigations, and suits, or from the Association's or the Board's actions or failures to act, with respect to any alleged or actual violation of state or federal labor laws. The Association's obligation with respect to such violation(s) shall include payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, litigation expense, and attorneys' fees.

10.5 PROVIDE FOR INITIAL DEPOSIT AND CONTINGENCY RESERVE

Immediately on commencement of this Agreement, the Association shall remit to Agent the sum of $5,000.00 to be deposited in the account(s) established for the Association pursuant to paragraph 5.1, such amount representing the estimated disbursements to be made in the first month, plus an additional sum of $5,000.00 as a contingency reserve. The Association agrees to maintain this contingency reserve amount at all times and shall agree in writing to a new contingency reserve when such is required. The contingency reserve thus established is to enable Agent to pay obligations of the Association as they become due and is an amount separate from the reserve funds which accrue from assessments of individual unit owners.

10.6 APPROVE ANNUAL BUDGET

Within THIRTY (30) days of receipt of the recommended Annual Budget prepared by Agent, the Board shall either approve the budget as submitted or provide Agent with written notice setting forth those items which are unacceptable to the Board or provide agent with written notice advising Agent what additional information is required. Failure to provide such notice to Agent within said thirty (30) day period shall be deemed as approval

of the Annual Budget by the Board. Upon approval, Agent shall be authorized to operate and manage the Property in accordance with the Annual Budget.

Section 11 TERMINATION BY AGENT FOR CAUSE

Agent shall have the right to cancel this Agreement at any time in the event that any insurance required of the Association is not maintained without any lapse. Agent shall also have the right to cancel this Agreement at any time in the event it is alleged or charged that the Property or any equipment therein or any act or failure to act by the Board or the Association with respect to the Property or the sale, rental, or other disposition thereof or with respect to the hiring of employees to manage it fails to comply with or is in violation of any requirement of any constitutional provision, statute, ordinance, law, or regulation of any governmental body or any order or ruling of any public authority or official thereof having or claiming to have jurisdiction over it, and Agent in its sole and absolute discretion considers that the action or position of the Association or the Board with respect thereto may result in damage or liability to Agent, or disciplinary proceeding with respect to Agent's license. Agent shall provide written notice to the Association of its election to terminate this Agreement, in which case termination shall be effective upon the service of such notice.

Section 12 TERMINATION BY THE ASSOCIATION; CANCELLATION FEE

The Association OR AGENT may cancel this Agreement at any time on not less than SIXTY (60) days prior notice to Agent OR ASSOCIATION. THERE SHALL BE NO CANCELLATION FEE.

Section 13 ASSOCIATION RESPONSIBLE FOR PAYMENTS

Upon termination of or withdrawal from this Agreement by either party, the Association shall assume the obligations of any contract or outstanding bill executed by Agent under this Agreement for and on behalf of the Association and responsibility for payment of all unpaid bills. In addition, the Association shall furnish Agent security, in an amount satisfactory to Agent, against any obligations or liabilities which Agent may have properly incurred on the Association's behalf under this Agreement.

Agent may withhold funds FROM THE OPERATING ACCOUNT for ninety (90) days after the end of the month in which this Agreement is terminated, in order to pay bills previously incurred but not yet invoiced and to close accounts. Agent shall deliver to the Association, within ninety (90) days after the end of the month in which this Agreement is terminated, any balance of monies due the Association which were held by Agent with respect to the Property, as well as a final accounting reflecting the balance of income and expenses with respect to the Property as of the date of termination or withdrawal, and all records, contracts, leases, receipts for deposits, and other papers or documents which pertain to the Property.

Section 14 RELATIONSHIP OF AGENT TO THE ASSOCIATION

The relationship of the parties to this Agreement shall be that of Principal and Agent, and all duties to be performed by Agent under this Agreement shall be for and on behalf of, in the name of and for the account of the Association. In taking any action under this Agreement, Agent shall be acting only as Agent for the Association, and nothing in this Agreement shall be construed as creating a partnership, joint venture, or any other relationship between the parties to this Agreement except that of Principal and Agent, or as requiring Agent to bear any portion of losses arising out of or connected with the ownership or operation of the Property. Nor shall Agent at any time during the period of this Agreement be considered a direct employee of the Association. Neither party shall have the power to bind or obligate the other except as expressly set forth in this Agreement, except that Agent is authorized to act with such additional authority and power as may be necessary to carry out the spirit and intent of this Agreement.

Section 15 INDEMNIFICATION SURVIVES TERMINATION

All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require the Association to have insured or to defend, reimburse, or indemnify Agent shall survive any termination; and if Agent is or becomes involved in any proceeding or litigation by reason of having been the Association's Agent, such provisions shall apply as if this Agreement were still in effect.

Section 16 HEADINGS

All headings and subheadings employed within this Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

Section 17 FORCE MAJEURE

Any delays in the performance of any obligation of Agent under this Agreement shall be excused to the extent that such delays are caused by wars, national emergencies, natural disasters, strikes, labor disputes, utility failures, government regulations, riots, adverse weather, and other similar causes not within the control of Agent, and any time periods required for performance shall be extended accordingly.

Section 18 COMPLETE AGREEMENT

This Agreement, including any specified attachments, constitutes the entire agreement between the Association and Agent with respect to the management and operation of the Property and supersedes and replaces any and all previous management agreements entered into or and negotiated between the Association and Agent relating to the Property covered by this Agreement. No change to this Agreement shall be valid unless made by supplemental written agreement executed and approved by the Association and Agent. Except as otherwise provided herein, any and all amendments, additions, or deletions to this Agreement shall be null and void unless approved by the Association and Agent in writing. Each party to this Agreement hereby acknowledges and agrees that the other party has made no warranties, representations, covenants or agreements, express or implied, to such party, other than those expressly set forth herein, and that each party, in entering into and executing this Agreement, has relied upon no warranties, representations, covenants or agreements, express or implied, to such party, other than those expressly set forth herein.

Section 19 RIGHTS CUMULATIVE; NO WAIVER

No right or remedy herein conferred upon or reserved to either of the parties to this Agreement is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement or now or hereafter legally existing upon the occurrence of an event of default under this Agreement. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment of such right or remedy with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties to it may be exercise from time to time and as often as may be deemed expedient by those parties.

Section 20 APPLICABLE LAW AND PARTIAL INVALIDITY

The execution, interpretation, and performance of this Agreement shall in all respects be controlled and governed by the laws of the State of WISCONSIN. If any part of this Agreement shall be declared invalid or unenforceable, Agent shall have the option to terminate this Agreement by notice to the Association.

Section 21 NOTICES

Any notice required or provided for in this Agreement shall be in writing and shall be addressed as indicated below or to such other address as Agent or the Association may specify hereafter in writing.

21.1 TO AGENT

HUNT MANAGEMENT INCORPORATED
10520 N. BAEHR ROAD, SUITE Q
MEQUON, WI 53092
(OR LEGAL ADDRESS)

21.2 TO THE ASSOCIATION

President of the Board
(CURRENT LEGAL ADDRESS) 1818 N. Water Street, #507
Milwaukee WI 53202

21.3.1 DELIVERY OF NOTICES

Notices or other communications between the parties to this Agreement may be mailed by United States registered or certified mail, return receipt requested, postage prepaid, and may be deposited in a United States Post Office or a depository regularly maintained by the post office. Such notices may also be delivered by hand or by any other receipted method or means permitted by law. For purposes of this Agreement, notices shall be deemed to have been "given" or "delivered" upon personal delivery thereof or forty-eight (48) hours after having been deposited in the United States mails as provided herein.

Section 22 AGREEMENT BINDING ON SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Agent and the heirs, administrators, successors, and assigns of the Association. Notwithstanding the preceding sentence, Agent shall not assign its interest under this Agreement except in connection with the sale of all or substantially all of the assets of its business. In the event of such sale, Agent shall be released from all liability under this Agreement upon the express assumption of such liability by its assignee.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures this 10th day of FEBRUARY, 2022.

Board: GALLUN TANNERY ROW CONDOMINIUM ASSOCIATION, INC.

BY _____ TITLE President

BY _____ TITLE _____

Agent: HUNT MANAGEMENT INCOROPORATED

BY Jeffrey S. Hunt TITLE President

GALLUN TANNERY ROW: 1818 CONDOMINIUM OWNERS ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION F

ANNUAL OPERATING BUDGET

A Community Presence

DATE: December 5, 2025

TO: All Members of Gallun Tannery Row: 1818 Condominium Owners Association

RE: 2026 Approved Budget

For your review and use we have enclosed a copy of the 2026 Budget and Fee Schedule as adopted by your Board of Directors. After an extensive review of the Association's financial status, the Directors have resolved that it will be necessary to increase monthly association fees. This increase will help fund increased operating expenses and contributions to the Reserve Fund.

If you are paying via electronic automatic withdrawal, we will continue to withdraw the monthly fee from your account in the same manner as in 2025. For those who pay by check or through an online banking system, please ensure the following mailing address is used:

Gallun Tannery Row
c/o Hunt Management
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. Thank you for your continued understanding and support. Should you ever have any questions about the Association's financial status, please do not hesitate to contact the undersigned.

Sincerely,

Michael Landre

Michael Landre
Association Manager, Hunt Management Inc.
Management Company for Gallun Tannery Row: 1818 Condominium Owners Association

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

huntmanagement.com
mlandre@huntmanagement.com

Phone: (262)238-1480
Fax: (262)238-1485

Gallun Tannery Row: 1818 Condominium Owners Association
2026 ANNUAL BUDGET

ACCT NO.	OPERATING EXPENSES I - ALL OWNERS	2026	2025
80-80200-00	Janitorial Services - Exterior Grounds	2,162.16	2,059.20
81-81000-00	Window Washing	6,000.00	5,415.00
82-82000-00	Trash Removal	4,920.00	4,801.50
82-82050-00	Electrical Repairs	-	-
82-82650-00	Landscaping/Lawn Service	10,733.00	10,000.00
82-82700-00	Exterminating	252.00	252.00
82-82750-00	Security Expense	1,440.00	1,092.00
82-82800-00	Fire & Life Safety Contract	11,174.00	4,984.27
82-82850-00	Snow Removal	14,500.02	14,500.02
82-82900-00	Building - General R&M	4,500.00	4,500.00
83-83300-00	Municipal Charges	6,499.93	4,509.63
84-84000-00	Other Taxes, Fees & Licenses	-	550.00
84-84100-00	Management Fees	16,636.56	16,153.00
84-84200-00	Office Supplies	1,500.00	600.00
84-84250-00	CAI Membership Fees	305.00	305.00
84-84300-00	Accounting Fees	600.00	200.00
84-84400-00	Seasonal Decorations	500.00	1,000.00
84-84500-00	Owner Relations	300.00	300.00
84-84700-00	Bank Service Charges	-	-
85-85000-00	Insurance	36,569.00	32,153.40
89-89000-00	Legal Fees	1,000.00	2,000.00
89-89200-00	Insurance Claims	-	5,000.00
89-89600-00	Reserve Fund Expenses	-	-
89-89700-00	Reserve Fund Transfer	-	-
	Total Operating Expenses - All Owners	**$ 119,591.67**	**$ 110,375.02**

ACCT NO.	OPERATING EXPENSES II - UNIT 100 & LOFT OWNERS ONLY		
82-82500-00	Lofts & Unit 100 - Repairs and Supplies	2,400.00	2,196.00
82-82550-00	Roof Flashing | Maintenance	2,375.00	600.00
83-83100-00	Water and Sewer	6,706.33	6,249.00
83-83200-00	Gas	9,456.10	7,276.99
89-89400-00	Reserve Contribution	34,668.00	33,291.00
	Total Operating Expenses - Unit 100 & Loft Owners Only	**$ 55,605.43**	**$ 49,612.99**

ACCT NO.	OPERATING EXPENSES III - LOFT OWNERS ONLY		
80-80100-00	Janitorial Services	15,732.00	14,976.00
80-80300-00	Janitorial Supplies	300.00	300.00
81-81100-00	Carpet Cleaning	1,195.00	1,138.00
81-81200-00	Mat Service	1,425.00	1,425.00
82-82100-00	Lofts - HVAC Repairs	900.00	-
82-82150-00	Lofts - HVAC Supplies & Tools	-	-
82-82200-00	Lofts - Key/Lock Repairs	-	-
82-82250-00	Lofts - Light Bulbs/Fixtures	300.00	300.00
82-82300-00	Lofts - Maintenance Labor	-	1,800.00
82-82350-00	Lofts - Painting & Supplies	-	-
82-82400-00	Lofts - Carpentry Repairs	-	-
82-82450-00	Lofts - Repairs & Supplies	300.00	300.00
82-82600-00	Elevator Repairs & Maintenance	6,630.00	7,702.20
83-83000-00	Electricity	12,350.46	11,471.44
84-84600-00	Telephone	480.00	480.00
	Total Operating Expenses - Loft Owners Only	**$ 39,612.46**	**$ 39,892.64**

ACCT NO.	OPERATING EXPENSES IV - TOWNHOMES ONLY		
88-88000-00	Townhomes - Repairs & Maintenance	935.00	500.00
89-89450-00	Reserve Contribution - THs	5,392.80	5,178.60
	Total Operating Expenses - Townhomes Only	**$ 6,327.80**	**$ 5,678.60**

ACCT NO.	OPERATING EXPENSES V - Parking Garages (48 Spaces)		
87-87000-00	Parking - Cleaning	2,848.00	2,569.80
87-87100-00	Parking - Electricity	4,259.87	4,088.80
87-87200-00	Parking - Gas	1,170.21	1,170.21
87-87300-00	Parking - Insurance	4,000.00	3,572.60
87-87400-00	Parking - Pest Control	588.00	588.00
87-87500-00	Parking - Fire / Life Safety	3,406.00	1,751.23
87-87600-00	Parking - Security	480.00	-
87-87700-00	Parking - Garage Door Repairs	3,400.00	3,400.00
87-87800-00	Parking - R&M	3,300.00	1,020.00
89-89460-00	Reserve Contribution	2,739.20	2,630.40
	Total Operating Expenses - Parking Garages (48 Spaces)	**$ 26,191.28**	**$ 20,791.04**
	TOTAL BUDGET	**$ 247,328.63**	**$ 226,350.29**

Gallun Tannery Row: 1818 Condominium Owners Association

2026 CONDOMINIUM FEE SCHEDULE

Unit #	Total Monthly Parking & Unit Fee		Unit #	Total Monthly Parking & Unit Fee
100	$ 1,500.39		501	$ 536.97
201	$ 585.18		502	$ 431.32
202	$ 675.21		503	$ 563.99
203	$ 423.88		504	$ 481.02
204	$ 367.93		505	$ 608.28
205	$ 458.72		506	$ 743.29
206	$ 453.24		507	$ 440.71
207	$ 869.68		508	$ 492.76
301	$ 536.97		601	$ -
302	$ 431.32		602	$ 39.13
303	$ 563.99		818 E Hamilton	$ 624.58
304	$ 481.02		820 E Hamilton	$ 648.85
305	$ 452.46		822 E Hamilton	$ 648.85
306	$ 740.15		824 E Hamilton	$ 624.58
307	$ 440.71			
308	$ 492.76			
401	$ 536.97			
402	$ 431.32			
403	$ 563.99			
404	$ 481.02			
405	$ 562.81			
406	$ 743.29			
407	$ 440.71			
408	$ 492.76			

PAYMENTS ARE DUE ON THE FIRST DAY OF EACH MONTH BEGINNING ON JANUARY 1
A LATE FEE WILL BE ASSESSED AFTER THE 10TH OF EACH MONTH.

GALLUN TANNERY ROW: 1818 CONDOMINIUM OWNERS ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION G

RULES & REGULATIONS

GALLUN
TANNERY ROW
Hamilton Row Houses

November 1, 2024

Dear Gallun Tannery Row Resident:

As with any community, we have certain Rules and Regulations which promote harmony and help observe the rights of all.

Enclosed you will find the revised Rules and Regulations that will be discussed at the Annual Meeting on December 18, 2024. They were approved by the Board of Directors and will be in effect starting November 1, 2024. We urge you to read them thoroughly as soon as possible. At a high level, here is a summary of the changes the Board approved:

Use of Building

Use of Common Elements and Limited Common Elements

- Specific to the use of decks, balconies and patios:
  - Hammocks are allowed but must be taken down when not in use.
  - Privacy screens must be approved by the Association prior to installation to ensure they do not detract from the style of the building. The privacy screen is to be securely attached, not extend beyond the height of the railings, and be black in color. The Board has approved a specific style of privacy screen. Please contact the property management company prior to purchasing a privacy screen so that the correct style of privacy screen is installed.

Keys and Locks

- The Association requires all Units to be on the Association's master key system for speedy entry in the event of emergencies.
- If a Unit Owner alters any lock, or installs a new lock, such that it is no longer on the master key system, the Association will have the lock re-keyed to be compliant with the master key system and the Owner will pay this cost.

Food Delivery Services

- All food delivery persons must be met at the main entrance door at the time of delivery, by the resident who has placed the order. Under no circumstances are food delivery vendors allowed to enter the building unattended. If the person ordering the food delivery is ill or incapacitated and unable to meet the delivery person, he/she should make prior arrangements with another Unit Owner to accept the order on their behalf, prior to placing the order.

Trash and Recycling

Proper Use of Trash Room and Dumpster Area

- Recyclables cannot be bagged in plastic bags or the Association will be charged a contamination fee by the waste management company.

Violation of Proper Disposal of Large Personal Items

- A fine of not less than $250 will be levied on a Unit Owner who does not properly dispose of large personal property.

Animals

Removed the breed restrictions to align with the Association's governing docs.

Leasing of Units

Updated the maximum number of leased units (6) to align with the Association's governing docs.

Unit Maintenance

The dryer lint collector must be cleaned after each dryer cycle. The property management company will schedule the annual cleaning of each Unit's dryer venting, negotiating a price discount for all Unit Owners to have the annual service done at once. The cost for this service will be charged to the Unit Owner.

Vehicles

Parking

- Parking is prohibited in the area between the dumpsters and the Townhomes area.

Bicycles/Recreational Equipment

- There is no Common Element specifically designated as the Association's bicycle storage area. Unit Owners shall keep bicycles and other recreational equipment in their Unit or their storage area. Bicycles may also be kept in the Unit Owner's parking space as long as their vehicle remains within the confines of their parking space. Where available, bicycles may also be stored on wall-mounted racks within a Unit Owner's parking space at the Unit Owner's cost.
- A fine of not less than $250 will be levied on a Unit Owner who does not abide by the installation rules for the wall-mounted bicycle racks.

GALLUN TANNERY ROW: 1818,A CONDOMINIUM

RULES AND REGULATIONS

Effective November 1, 2024

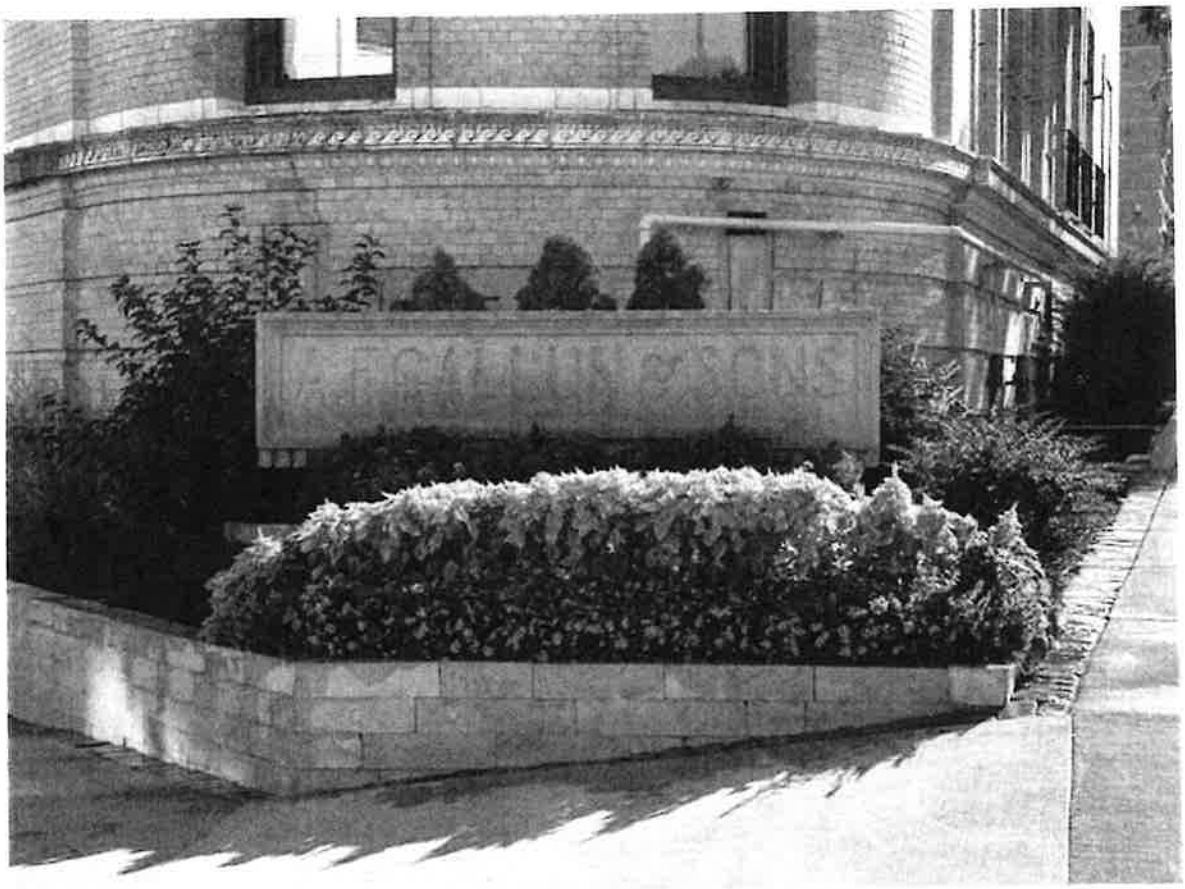


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The Board of Directors (the "Board") of Gallun Tannery Row: 1818 Condominium Owners Association, Inc. (the "Association") welcomes you to condominium home ownership at Gallun Tannery Row: 1818, a Condominium (the "Condominium") and to membership in the Association. We are pleased that you have chosen to reside here.

All Unit Owners are members of the Association. Responsibility for running the Association rests with a Board consisting of fellow Unit Owners.

A lifestyle associated with condominium ownership is unique and it is important that a harmonious atmosphere is achieved and preserved. It is important that the rights of Unit Owners are protected while the reality that this is a community of many homes and many interests is also recognized.

Your Board is charged, pursuant to Declaration section 6.03, with achieving this balance by promulgating these rules. At times, these regulations or actions taken by the Board might not be in direct accord with actions that a Unit Owner might take for a private residence. However, as in any group enterprise, condominium living requires a degree of compromise for the benefit of all. It is essential for all Unit Owners and occupants to demonstrate an attitude of courtesy, responsibility, and community involvement.

Please be advised that pursuant to Wisconsin law section 703.10(1) Wis. Stats, every Unit Owner must comply with the By-Laws and with the Rules adopted under the By-Laws, and the covenants and conditions in the Declaration of Condominium.

SECTION I

GENERAL INFORMATION

1.01 Applicability to Residential, Townhouse, Rooftop and Antenna Units. For purposes of these Rules and Regulations, a "Unit" means a Residential Unit, Townhouse Unit, a Rooftop Unit or an Antenna Unit and a "Unit Owner" means a Residential Unit Owner, Townhouse Unit Owner, Rooftop Unit Owner or Antenna Unit Owner, unless otherwise stated. All Rules and Regulations shall apply to and shall be complied with by all Unit Owners and their guests, families, invitees, customers, clients, agents, employees and tenants.

1.02 Definitions. All capitalized terms not defined herein shall have the definitions assigned so such terms by the Declaration of Condominium for Gallun Tannery Row: 1818, a Condominium (the "Declaration").

SECTION II

CONTACT INFORMATION

2.01 Service Requests. In the event of a service request or any questions regarding these Rules, please contact the property management company.

2.02 After-Hours Emergency: Utilize the property management company's after-hours emergency line.

2.03 Order of Contact. Please respect the privacy of the Board, who are Unit Owners themselves, by first directing comments or concerns to the property management company. The property management company will contact the Board, if necessary, and the property management company or a Board member will get back to you.

SECTION III

BUILDING APPEARANCE

The Board believes the Gallun Tannery Row is an architectural focal point for the neighborhood and that the aesthetics of the building are itself an amenity to be preserved.

3.01 Limited Common Elements. All decks, balconies and patios shall be kept in a neat and orderly condition. Notwithstanding paragraph 3.02(b), no personal property shall be stored thereon except for gas or electric grills and furniture / décor intended for outdoor use and of a style and quality approved by the Association. Hammocks are allowed but must be taken down when not in use.

3.02 Antennae and Satellite Dishes. The following rules apply to any Unit Owner who installs a satellite dish or antenna.

a. No satellite dishes or antennas may be placed in the Common Elements.

b. Satellite dishes may not be affixed to the exterior wall or railings within the deck, balcony or patio area. Satellite dishes shall be freestanding within the deck, balcony, patio area. All satellite dishes and any accessories must be kept in an attractive and well-maintained manner.

c. Satellite dishes shall be professionally installed, and may not be larger than 1 meter in diameter. Any exterior wall penetrations to run wiring for the dish into the Unit must be professionally sealed to prevent water or insect intrusion. Any damages, whether immediate or long-term, as a result of improper exterior wall penetrations or sealing shall be the sole responsibility of the Unit Owner.

d. Satellite dish and wiring must be removed upon termination of service or sale of the Unit, whichever occurs first, and any Common or Limited Common Element affected during removal must be returned to its original condition at the Unit Owners' expense within 30 days after removal. If the seller does not pay for the expense, the buyer (new Unit Owner) will be responsible for the cost.

3.03 Hanging of Garments and Window Coverings. The hanging of garments from the windows or any facades of the Condominium is prohibited. No sheets or blankets shall be used for window coverings. Window coverings within a Unit must be of a consistent style and color (as visible from the exterior). Unit Owners shall be responsible for maintaining such window coverings in good order and repair.

3.04 Protrusions. No awnings, air conditioning units or wiring for electrical installation or other similar protrusions shall be allowed on the exterior of the Condominium.

3.05 Signs. No sign of any kind shall be displayed to the public view on any Unit. Notwithstanding the foregoing, signs that support or oppose a candidate for public office may be displayed to public view from a Unit as long as the sign is less than 24 inches by 24 inches in size. Political signs are authorized for a period not to exceed 45 days before an election and must be removed within 7 days of the pertinent election. Only one sign per Unit is permitted.

3.06 Flags. Flags are not allowed. Notwithstanding the foregoing, the respectful display of the United States flag is allowed consistent with Wisconsin law section 703.105 Wis. Stats. Such flags or flag poles in no instance may extend beyond the edge of the deck, balcony or patio and shall not be affixed to the exterior of the building or railings.

SECTION IV

USE RESTRICTIONS

4.01 Use of Common Elements and Limited Common Elements.

a. A Unit Owner may not in any way obstruct the use of another Unit, the Common Elements or Limited Common Elements.

b. Unit Owners are prohibited from discarding any materials from the windows, decks, balconies or patios of the Units and are prohibited from discarding any materials into the Common Elements.

c. Unit Owners shall not prop open Common Element doors including doors to the exterior, to stairways or to parking garages.

d. Unit Owners must clean up the Common Elements and Limited Common Elements after causing any mess or debris (i.e. Christmas trees). Unit Owners shall give prompt notice to the property management company after causing any stains or spills on the Common Element carpeting as its cleaning requires specific cleaning solvents/tools. Do not use store-bought cleaners on the Common Element carpeting as these will bleach the carpeting.

e. A Unit Owner shall not do or permit any act within the Unit, the Common Elements or Limited Common Elements which will cause an increase in the rate of insurance carried by the Association.

f. Charcoal grilling is prohibited within the Common Elements and Limited Common Elements of the Condominium.

g. No welcome mats or decorative floor mats are allowed outside a Unit Owner's door in the Common Elements.

h. Specific to the use of decks, balconies and patios:

i. Only gas or electric grills may be used only as permitted under State or local law.

ii. Flower boxes are allowed on the deck or balcony rails provided that such flower boxes conform to the style and quality approved by the Association.

iii. Unit Owners may display healthy potted plants without the consent of the Association.

iv. Hammocks are allowed but must be taken down when not in use.

v. No hanging plants shall be hung from the building's masonry exterior.

vi. No personal property (i.e. scooters, bicycles, baby carriages, children's toys, sporting goods, coolers and other similar items) shall be stored.

vii. No drying of laundry, carpets, rugs or clothing is allowed.

viii. Privacy screens must be approved by the Association prior to installation to ensure they do not detract from the style of the building. The privacy screen is to be securely attached, not extend beyond the height of the railings, and be black in color. The Board has approved a specific style of privacy screen. Please contact the property management company prior to purchasing a privacy screen so that the correct style of privacy screen is installed.

ix. No lewd, threatening, offensive, or noxious behavior that is capable of being seen or heard by other Unit Owners is allowed.

x. At no time should instruments, music, televisions, or cell phone conversations, or other noises be so loud that it becomes a nuisance to others.

xi. There is no feeding of wildlife, including birds.

xii. Unit Owners are prohibited from using salt on decks, balconies or patios and shall be liable for the costs of repairing all damage caused by the use of salt.

xiii. No strings of lights are allowed on balconies. Strings of lights designed for patios and decks are allowed for Unit 201 and the Townhouse Unit Owners, provided that such lights conform to a style and quality approved by the Association and do not produce a glare or spill source to other Unit Owners.

xiv. Holiday decorations are only permitted between November 15th through January 15th.

4.02 Damage to Common Elements. Damage to the Common Elements caused by a Unit Owner or his/her guests, families, invitees, customers, clients, agents, employees and tenants shall be the responsibility of the Unit Owner.

4.03 Nuisances. No offensive or unlawful activity shall occur in the Condominium. No offensive or unlawful use shall be made of the Condominium. No use shall be allowed which is an unreasonable source of annoyance to other Unit Owners, or which unreasonably interferes with the peaceful use of the Condominium.

4.04 Quiet Enjoyment. All Unit Owners have the right to quiet enjoyment of their Unit.

a. Quiet hours are Sunday thru Thursday between 10 p.m. and 6 a.m.; Friday and Saturday between 11 p.m. and 8 a.m. Noise disturbances should be reported to non-emergency police (414.933.4444) or the Management Agent.

b. To help dampen footfall, floors in Residential Units must be at least 60% covered with rugs. In addition, all bedrooms in Residential Units shall be carpeted with at least 32-ounce padding.

4.05 Smoking. Smoking shall not be permitted in any enclosed area of the Condominium, including within the parking garages and within 12 feet of any Common Element entrance/exit doors.

4.06 Mechanical Systems. Unit Owners shall not tamper with nor shall they permit anything within their Unit or storage area or parking space to be located within 18 inches of any sprinkler head or smoke detector located therein. Only qualified technicians are authorized to repair, replace or otherwise adjust any such devices. A fine of $1,000 will be assessed against a Unit Owner for tampering or disabling any sprinkler heads, smoke detectors or fire alarms within his/her Unit.

4.07 Storage. The Association shall not be liable for any loss or damage to property placed in any Unit, the Common Elements or Limited Common Elements.

a. No materials prohibited by law or local ordinance may be stored in any Unit, the Common Elements or Limited Common Elements.

b. No personal belongings may be stored in Common Elements, including parking spaces and storage area hallways. This includes boots and shoes stored outside a Unit Owner's door.

c. Unit Owners are prohibited from storing both flammable and combustible materials in their Unit, Common Elements within or outside of the building, Limited Common Elements or in their vehicles while parked on the property or in the parking garages.

d. Unit Owners shall be responsible for securing their storage areas.

4.08 Landscaping. Unit Owners are prohibited from planting outdoor vegetation anywhere within the Condominium without the prior written approval of the Association. The Unit Owner of Unit 201 and the Townhouse Unit Owners shall have the right to landscape their patios with the Association's reasonable approval.

4.09 Keys and Locks. The Association requires all Units to be on the Association's master key system for speedy entry in the event of emergencies. For Townhouse Units, at least the entrance door from the garage must be on the master key system. 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 a Unit Owner alters any lock, or installs a new lock, such that it is no longer on the master key system, the Association will have the lock re-keyed to be compliant with the master key system and the Owner will pay this cost. In the event the Association needs to gain entry into a Unit, and it is discovered the lock is not on the master key system, Unit Owners shall be responsible for any damage caused to their Unit as a result of such forcible entry in circumstances where the Association is otherwise permitted to gain entry to a Unit.

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

4.11 Solicitation. Unit Owners are prohibited from soliciting in person or in any manner within the Condominium. Outside solicitors are also prohibited.

4.12 Public Social Activities. Unit Owners are prohibited from holding any garage or rummage sale or any other public social activity within the Condominium.

4.13 Food Delivery Services. All food delivery persons must be met at the main entrance door at the time of delivery, by the resident who has placed the order. Under no circumstances are food delivery vendors allowed to enter the building unattended. If the person ordering the food delivery is ill or incapacitated and unable to meet the delivery person, he/she should make prior arrangements with another Unit Owner to accept the order on their behalf, prior to placing the order.

SECTION V

TRASH AND RECYCLING

Trash shall be deposited in the trash chutes located on each floor. Recyclables shall be deposited in the recyclable bins located on each floor. Maintenance personnel will be responsible for collecting the recyclables and placing them in the appropriate dumpster.

5.01 Proper Use of Trash Chute.

a. Loose trash shall not be deposited in the trash chutes. All trash must first be properly bound or bagged to reduce or eliminate mess and odors within the trash room on each floor and in the dumpster area.

b. Bound or bagged trash shall be of a reasonable size in order to easily travel down the trash chute.

c. No trash shall be placed in trash chutes between the hours of 10:00 p.m. and 5:00 a.m.

d. Ensure the trash chute hatch is closed after use.

5.02 Proper Use of Trash Room and Dumpster Area.

a. No trash shall be left on the floor in the trash room or on the ground next to the dumpsters.

b. All recyclables shall be deposited in the recyclable bins located on each floor. Recyclables cannot be bagged in plastic bags or the Association will be charged a contamination fee by the waste management company.

c. All boxes (small and large) must be broken down so they don't take up extra room in the recyclable bins.

d. The doors to the dumpster area must be closed at all time.

5.03 Transporting Trash Bags to Trash Room. A Unit Owner must ensure his/her trash bags is not leaking before carrying it out of his/her Unit. Unit Owners shall give prompt notice to the property management company after causing any stains or spills on the Common Element carpeting as its cleaning requires specific cleaning solvents/tools. Do not use store-bought cleaners on the Common Element carpeting as these may bleach the carpeting.

5.04 Proper Disposal of Large Personal Property. Unit Owners are responsible for disposing of all furniture, fixtures, equipment, carpeting and other large personal property. These items cannot be put in the dumpsters, in the dumpster area, at the front curbs or in any Common Elements or Limited Common Elements.

5.05 Violations of Proper Disposal of Large Personal Property Rules. **A fine of not less than $250** will be levied on a Unit Owner who does not properly dispose of large personal property, as outlined above. These fines are in addition to any fees incurred by the Association to properly dispose of the items, and the Association may also assess daily fines if violation continues over a number of days.

SECTION VI

MOVING AND DELIVERIES

These rules apply to all moves, either into or out of the building. It also applies to deliveries of large items. A mover (as used herein) is a moving or delivery company or person (such as a moving company employee, a spouse, relative, friend, etc.).

6.01 Required Notification. Plans for moves must be arranged with the Management Agent at least 72 hours prior to the move.

6.02 Timeframe. Moves or deliveries may only take place on Monday through Friday between 8:30 a.m. and 5:00 p.m.; Saturday between 9:00 a.m. and 4:00 p.m.

6.03 Required Deposit. A deposit of $500 must be received by the Management Company at least 24 hours prior to the moving date. The deposit will be refunded, minus any damages, within 7 days of the moving date.

6.04 Use of Elevator. Use of the elevator for move-ins and move-outs or for moving large pieces of furniture or equipment is allowed and shall be conditioned upon installation of wall pads to protect the interior of the elevator.

6.05 Use of Doors. Common Element doors including doors to the exterior, to stairways or to parking garages cannot be propped open unattended at any time during the move.

6.06 Moving and Delivery Trucks. Trucks are permitted to park on the street in the loading zone but cannot block the garage entrances.

6.07 Unit Owner On-Site Presence Required. The Unit Owner, or an appointee designated by the Unit Owner, must be present for the duration of the move.

6.08 Cleanup and Breaking Down of Moving Boxes. The Unit Owner is responsible for all clean up as a result of the move or delivery. Moving boxes must be broken down and disposed of in recycle bins in the trash rooms or dumpsters.

6.09 Damage to the Common Elements. Damages to the Common Elements caused by a Unit Owner or his/her movers shall be the responsibility of the Unit Owner. If damage is a result of negligence, **a fine may be assessed against the Unit Owner in addition to the cost of repairs.** These repairs shall be completed by a Board-approved contractor.

6.10 Violations of Moving and Deliveries Rules. **A fine of not less than $500** will be levied on a Unit Owner who does not abide by the moving and delivery rules, as outlined above. These fines are in addition to any damages recoverable by the Association.

SECTION VII

TRANSFER FEE

7.01 Required Fee. An amount equal to 2x the current monthly General Assessment is due at the time of transfer of ownership of any Unit, to be payable by the buyer to the Association ("the Transfer Assessment"). If not specified on the Offer to Purchase party responsible for payment, buyer shall be responsible for fee. The Transfer Assessment shall be due and payable by the buyer at the time the sale of the Unit is closed. The payment of the Transfer Assessment shall be deemed incorporated into any offer to purchase a Unit as a condition of the sale of the Unit by virtue of the application of the Rules and Regulations to all Unit Owners.

7.02 Use of Fee. The Transfer Assessment shall be deposited into the replacement reserve account for contingencies and appropriate replacements associated with the Common Elements. The Transfer Assessment shall be in addition to any General or Special Assessment attributable to the Unit and shall not be credited to any outstanding assessments or future assessments payable by the Unit Owner. The Transfer Assessment is not refundable when the buyer subsequently sells the Unit.

7.03 Transfers Exempt from Transfer Fee. Notwithstanding anything herein to the contrary, the following transfers are exempt from paying the Transfer Assessment:

a. When the transfer is to or from a trust where the sole beneficiary is the donor and Unit Owner.

b. When the transfer is solely between spouses and/or domestic partners.

c. When the transfer is solely between a parent and his/her or their child.

d. When the transfer is to or from the Association.

SECTION VIII

ANIMALS

The Association recognizes the importance of animal companionship by allowing ***only*** dogs or cats pursuant to these rules, which will be strictly enforced.

8.01 Maximum Number of Pets Allowed and Combined Total Weight Limit. Unit Owners shall be allowed to keep up to 2 animals maximum, weighing not more than a combined total of 75 lbs. Service dogs are not subject to weight restrictions.

8.02 Leash Requirements. Animals must be carried or on a leash in Common Elements.

8.03 Noise Nuisance. Animals should not disturb the quiet enjoyment of neighboring Units.

8.04 Animal Smells and Messes. No animal smells discernable outside a Unit is allowed. Unit Owners should wipe off muddy paws after walking his/her pet. Unit Owners shall give prompt notice to the property management company if a pet has an accident on the Common Element carpeting as its cleaning requires specific cleaning solvents/tools. Do not use store-bought cleaners on the Common Element carpeting as these may bleach the carpeting.

8.05 Required Registration. Animals must be registered with the City of Milwaukee and the Association.

8.06 Proper Disposal of Animal Waste. Animal waste on the Condominium grounds must be cleaned up immediately. Dog waste receptacles are located on Water Street and Hamilton Street. Kitty litter may be thrown down the trash chutes if contained in strong, double-bagged bundles.

SECTION IX

LEASING OF UNITS

The Association wishes to preserve and maintain the benefits which derive from an owner-occupied building, while at the same time recognizing the occasional need of a Unit Owner to lease his/her Unit. It is the intent of the Association that rentals shall represent the exceptional case and shall be limited and nonrecurring.

9.01 Maximum Number of Leased Units. No more than 6 Units may be leased at any time. In the event that 6 Units are rented and another Unit Owner requests to lease his/her Unit, the Board shall establish a waiting list.

9.02 Required Notification. Unit Owners must obtain the prior written approval of the Association to the terms of the proposed lease and the proposed tenant. The Association may withhold approval upon any reasonable basis, including, but not limited to:

a. The failure of the lease terms to comply with all provisions of the Association's governing documents.

b. The past failure of the tenant to abide by all provisions of the Association's governing documents.

c. The past use by the tenant or its invitees/guests of any part of the Condominium in a manner offensive or objectionable to the Association or other Unit Owners by reason of noise, odors, vibrations or nuisance.

9.03 Required Deposit. Unit Owners must provide a deposit equal to 4x the current monthly General Assessment. The deposit must be submitted to the Association prior to any lease beginning and will be returned at the completion of the lease, minus any unpaid General Assessments on the Unit or any damages to the Common Elements caused by the Lessee.

9.04 Lease Document Requirements.

a. No Unit may be leased without a written lease, signed by the Unit Owner and Lessee.

b. The Lease must be for a period of not less than 1 year, provided the Unit shall first be occupied by the Unit Owner for at least 6 months prior to the commencement of any lease.

c. The lease contains a statement obligating all tenants to abide by the Association's governing documents.

d. No animals are allowed in any Unit that is leased.

9.05 Required Copy of Executed Lease. A copy of such lease shall be furnished to the Management Agent within 5 business days after execution thereof.

9.06 Damage to the Common Elements. Damages to the Common Elements caused by a tenant shall be the responsibility of the Unit Owner. If damage is a result of negligence, **a fine may be assessed against the Unit Owner in addition to the cost of repairs**. These repairs shall be completed by a Board-approved contractor.

9.07 Violations of Leasing of Units Rules. A fine of not less than $500 and/or daily fines will be levied on a Unit Owner who does not abide by the leasing of Units rules, as outlined above. These fines are in addition to any damages recoverable by the Association or any General Assessment due to the Association.

9.08 Lessor Remains Liable for Assessments. A Unit Owner who leases his/her Unit shall remain liable for the payment of any General Assessment or any amount due under the Condominium documents.

SECTION X

UNIT MAINTENANCE AND ALTERATIONS

10.01 Maintenance of Unit. All Unit Owners shall promptly perform or shall have promptly performed all maintenance and repair work within their own Unit which would adversely affect any portion of the Condominium. Each Unit Owner shall be responsible for all damages and liabilities that any failure to maintain or repair may engender. Contractors and/or vendors hired by a Unit Owner must be accompanied by such Unit Owner. Any use of the elevators shall be subject to these Rules and Regulations.

a. Air Conditioning and Furnace units should be professionally cleaned by the Unit Owner on an annual basis.

b. The dryer lint collector must be cleaned after each dryer cycle. The property management company will schedule the annual cleaning of each Unit's dryer venting, negotiating a price discount for all Unit Owners to have the annual service done at once. The cost for this service will be charged to the Unit Owner.

10.02 Unit Alterations. A Unit Owner may make improvements and alterations within its Unit; provided, however, that such improvements or alterations shall not:

a. Impair the Unit's structural soundness or integrity.

b. Lessen the structural support of any portion of the Condominium.

c. Reduce the Unit's soundproofing effectiveness below that which existed at the time the Unit was originally built.

d. A Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any portion of the Common Elements without obtaining the prior written permission of the Association.

e. Proper notification of construction periods to the Association is required within 7 days prior to construction starting; notification to neighboring Unit Owners is strongly encouraged.

10.03 Utilities. No boring, drilling, or cutting of Common Element building system wires is permitted without consent of property management company.

10.04 Notice of Accident to Association. Unit Owners shall give prompt notice to the property management company of any accidents or damage to or defects in mechanical, electrical or plumbing systems that are the responsibility of the Association or that could affect any other part of the Condominium other than the Unit of said Unit Owner so that such accidents, damages, or defects may be attended to promptly.

10.05 Damage to Common Elements. Damage to the Common Elements caused by a Unit Owner or his/her guests, families, invitees, customers, clients, agents, employees and tenants shall be the responsibility of the Unit Owner. If damage is a result of negligence, **a fine may be assessed against the Unit Owner in addition to the cost of repairs.** These repairs shall be completed by a Board-approved contractor.

SECTION XI

VEHICLE RESTRICTIONS

11.01 Obstructions. Driveways shall not be used for any purpose other than the ingress and egress to and from Units.

11.02 Parking.

a. A Unit Owner shall only park within the confines of his/her assigned space(s). Unit Owners shall not park, nor shall they permit their families, guests, invitees or tenants to obstruct the parking spaces of other Unit Owners. Improperly parked vehicles shall be subject to removal at the vehicle's Unit Owner's expense.

b. Unit Owners shall not leave their vehicles idling in the parking garage.

c. Parking and storage of unlicensed, inoperable or junk vehicles shall not be permitted within the Condominium.

d. No repairs or vehicle maintenance shall be permitted within the Condominium other than emergency repairs required to render a vehicle operable.

e. Parking spaces are to be used only to park a single motor vehicle. Notwithstanding paragraphs 10.04, no storage of personal property (i.e. shopping carts, bicycle- related parts, tools, car supplies, vehicle bicycle racks, car tops, etc.) is permitted in the parking spaces.

f. Parking is prohibited in the area between the dumpsters and the Townhomes area.

11.03 Service and Recreational Vehicles. Parking of service and recreational vehicles, including but not limited to trailers, boats, campers, oversized vans or other vehicles are prohibited. These provisions shall not prohibit temporary parking of such vehicles within any parking space designated for the use of the Unit Owner for the purpose of loading and unloading.

11.04 Bicycles/Recreational Equipment. There is no Common Element specifically designated as the Association's bicycle storage area. Unit Owners shall keep bicycles and other recreational equipment in their Unit or their storage area. Bicycles may also be kept in the Unit Owner's parking space as long as their vehicle remains within the confines of their parking space. Where available, bicycles may also be stored on wall-mounted racks within a Unit Owner's parking space at the Unit Owner's cost. The following rules apply to any Unit Owner who wishes to install a wall-mounted bicycle rack:

a. Unit Owners must obtain the written approval of the Association prior to the installation of the rack and engage the Association's property management company to install it.

b. The rack cannot obstruct access to any of the Condominium's mechanicals, plumbing, electrical fixtures, windows or access doors.

c. **A fine of not less than $250** will be levied on a Unit Owner who does not abide by the installation rules for the wall-mounted bicycle racks, as outlined above.

SECTION XII

FINES, ENFORCEMENT, AND GRIEVANCE PROCEDURE

In addition to all other remedies available to the Association or to other Unit Owners under the Declaration, the Bylaws or applicable law, the Association shall have the right, following delivery of notice of violation and expiration of any cure period required under the Declaration, to impose a fine against any Unit Owner in violation of the Declaration, the Bylaws or these Rules and Regulations.

12.01 Reporting. Any violations should be reported to the property management company. The property management company shall notify the Board of reported violations within 72 hours. The property management company will communicate with the complainant and offending party of the Board's decision within 7 days.

12.02 Fine Schedule. Fines are payable within 30 days of receiving notice. Unless the fine amount is explicitly stated for a violation (i.e. unauthorized move is an automatic fine of $500, no written warning), the following fine schedule applies:

a. First violation – Written warning. In addition, a member of the Board may attempt to contact the offending party to explain the violation and the need that all Unit Owners comply with Association's governing documents.

b. Second violation – $100.00. The second violation does not need to be the same violation as the first violation in order for the $100 fine to be assessed.

c. Each successive violation – $200.00.

d. Notwithstanding paragraphs 11.02(a) - 11.02(c), $250.00 shall be assessed for each violation of the Association's governing documents, when in the sole opinion of the Board the violation meets one or more of the following criteria:

i. The violation is in direct defiance of a previous mandate from the Board.

ii. The violation was malicious in its intent.

iii. The violation is evidence of a pattern of the Unit Owner's non-compliance with the Association's governing documents.

iv. The violation is of such a nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined (i.e. if alterations are made that cannot be restored to their original state).

e. Each day that a violation exists or is not payable within 30 days shall be a new violation subject to fine at the discretion of the Board.

12.03 Tenant Enforcement. Pursuant to Wisconsin law section 703.24 Wis. Stats, or similar statute, if a tenant of a Unit commits a violation that results in a fine imposed by the Association, the tenant is liable for the fine. If the Association provides notice to the tenant and Unit Owner as required by the statute, the Unit Owner is liable for any fines for which the tenant is liable that are not paid by the tenant within 30 days of receiving the notice. This does not affect the liability of the tenant to the Unit Owner for any fines paid by the Unit Owner under this paragraph.

12.04 Attorney Fees.

a. The Board may also assess a Unit Owner who has violated the Association's governing documents the actual attorney fees incurred associated with reviewing the facts and governing documents and advising the Board.

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

12.05 Grievance Committee Rules and Procedures. Any Unit Owner or tenant who has been accused of violating the Association's governing documents or been fined may demand that the matter be heard by a Grievance Committee. Such demand must be in writing and provided to the Board within 14 calendar days of the notice of the violation or fine. If no demand is made within 14 calendar days, then the finding of a violation and/or fine shall be final and binding. If a demand is timely made, the matter shall be submitted to the Grievance Committee within 7 calendar days.

a. The Grievance Committee shall consist of 3 members at large of the Association who are chosen by the Board. The members at large shall not be members of the Association's Board.

b. The Grievance Committee shall be ad hoc and appointed on an as-needed basis by the Board.

c. For any grievance hearing, a majority vote of the Committee will determine the action and decisions of the Committee.

d. Members serving on any Grievance Committee must not be directly involved in the specific dispute at hand.

e. Upon receipt by the Grievance Committee of a grievance, the matter shall proceed as follows:

i. A letter shall be sent by certified mail, return receipt requested, informing all parties of the time, place and date of a hearing before the Grievance Committee; of the right to counsel; that evidence shall be received and a record made whether or not the offending party attends. The hearing shall be divided into two sections: the Hearing & the Determination and Decision.

ii. The Hearing Section shall be open to only the Grievance Committee, the parties involved, their attorneys and witnesses.

iii. The Determination and Decision Section of the meeting shall be open only to the Grievance Committee, and possibly the attorney for the Association if so requested by the Grievance Committee. The decision will be rendered in writing to all concerned parties within 5 business days of the hearing.

iv. If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable by the Grievance Committee, the grievance shall be dismissed without prejudice and reasonable and necessary costs incurred by the responding party assessed against the complainant.

v. If the alleged offender fails to appear, the complainant must prove his or her grievance and no presumption shall be made against the alleged offender for non-appearance.

vi. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.

f. The decision of the Grievance Committee is final and binding. There shall be no appeal of the decision absent evidence that:

i. The award was procured by corruption, fraud or undue means;

ii. There was evident partiality or corruption on the part of the Grievance Committee, or any of them;

iii. The member of the Grievance Committee were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause show, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced;

iv. The Grievance Committee exceeded its powers, or so imperfectly executed them that a mutual, final and definite award upon the subject matter submitted was not made.

SECTION XIII

COLLECTION POLICY

13.01 General Assessments. The regular monthly assessments are due on the first day of each month.

13.02 Special Assessments. Special assessments, as may be levied from time to time by the Board, and/or any installment thereof, shall be due on or before the date or dates stated in the Board's notice to the Unit Owners informing them of the special assessment.

13.03 Payment of Fines, Penalties or Other Charges. Any fines, penalties, or other charges assessed against a Unit Owner shall be due on or before the date or dates stated in the Board's notice to the Unit Owners informing them of the fines, penalties, or other charges.

13.04 Order of Payments Applied. All payments received will be applied to the oldest amounts due on record; first to any late fees, interest, attorneys' fees and costs, and then to the assessment or fine balance. Payments tendered for current amounts due will not be accepted by the Association if the instrument of payment is drafted with a future date (i.e., a postdated check).

13.05 Date of Payment Receipt. The actual date of the Association's receipt of a payment, as reflected on the ledger of the Association, shall control as to the date that payment was made.

13.06 Payments Returned by Bank. In the event a Unit Owner submits a payment which is thereafter returned for any reason (e.g. insufficient funds or account closed), the Unit Owner shall be automatically assessed $50.00, or the actual costs incurred by the Association as a result of the return of a Unit Owner's payment, whichever is greater.

13.07 Notations on Payments. No statement of "payment in full," "accord and satisfaction," or other similar notation on or accompanying any payment shall be binding on the Association, unless the statement is written in "red," the check or payment instrument is mailed to the attention of the Board of Directors and the reduced payment amount is accepted by motion of the Board of Directors. However, if the Unit Owner has knowledge that the account has been referred to legal counsel for collection, then the payment must be mailed to the Association's attorney pursuant to paragraph 13.11 below.

13.08 Late Fees. A late fee of $50.00 shall be assessed against a Unit Owner for any payment not received by the Association by the tenth (10th) day after its due date. This late fee assessment shall be made upon each failure by the Unit Owner to remit good and timely payment of any assessment or installment thereof. In addition, unpaid assessments will incur interest at a rate of 18% per year until paid.

13.09 Collection System. The basic collection system of the Board shall be as follows:

a. At 15 days past due, a Board member or the property manager may call the delinquent Unit Owner;

b. At 30 days past due, a past due notice may be sent;

c. At 45 days past due, a second past due notice may be sent; and

d. At 60 days past due, the matter may be referred to the attorney for collection.

13.10 Administrative Fees. An administrative fee of $100.00 shall be assessed against a Unit Owner when a matter is turned over to the Association's attorneys for collection. The Unit Owner is responsible for all costs and actual attorneys' fees incurred by the Association in connection with collecting the Unit Owner's past due balance.

13.11 Unit Owner's Account Referred to Legal Counsel. Once a Unit Owner is notified or becomes aware that its account has been referred to legal counsel, then all future payments, until the account it current, must be submitted to such legal counsel for proper application of same, unless the Association's attorney directs the Unit Owner in writing to pay in some other manner. Unit Owners in collection will not receive further statements from the Association's property manager, and their online access to their account balance will be suspended until their account is brought current.

SECTION XIV

MANAGEMENT COMPANY

As provided in the Declaration, the Association may engage the services of a management company to administer certain of its responsibilities including the enforcement of these Rules and Regulations, subject to the terms of the Declaration and the Bylaws. Any such management company may promulgate certain additional reasonable rules, regulations and requirements for purposes of efficiently administering its responsibilities, including rules, regulations and requirements regarding payment of special and general assessments, communication protocol with such management company, and requirements relating to alterations to a Unit (such as contractor use of elevators and proof of insurance requirements), which Rules and Regulations shall be incorporated herein and made a part hereof.

SECTION XV

AMENDMENTS

This document may be amended at any time by the Association's Board.

GALLUN TANNERY ROW: 1818 CONDOMINIUM OWNERS ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION H

STATUTORY RESERVE STATEMENT

Document No.

GALLUN TANNERY ROW: 1818,
A CONDOMINIUM
STATUTORY RESERVE ACCOUNT STATEMENT

Return to:
Melanie S. Lee
Reinhart Boerner Van Deuren s.
P.O. Box 2018
Madison, WI 53701-2018

354-0649-7
Parcel Number

STATUTORY RESERVE ACCOUNT STATEMENT

The undersigned, 1818 North Water Street, LLC, a Wisconsin limited liability company (the "Declarant") does hereby make the following Statutory Reserve Account Statement pursuant to Wis. Stats. section 703.163.

The Declarant elects not to establish a Statutory Reserve Account. Future expenditures for the repair and replacement of common elements shall be funded by (a) any Common Surpluses as defined in the Declaration of Condominium for Gallun Tanuery Row: 1818, a Condominium dated as of January 1, 2006 and recorded on January _____, 2006 as Document No. _____ with the Milwaukee County Register of Deeds (the "Declaration") and relating to the land described on Exhibit A attached hereto or (b) by Special Assessments as defined in the Declaration.

[Execution Page Follows]

This Statutory Reserve Account Statement is executed by the Declarant as of January 1, 2006.

1818 NORTH WATER STREET, LLC,
a Wisconsin limited liability company

By: Spire Development Company, LLC,
a Wisconsin limited liability
company, its Managing Member

By: _____
Daniel J. Walsh, Member

STATE OF WISCONSIN)
) ss.
COUNTY OF Milwaukee)

Personally came before me this 27 day of January, 2006, Daniel J. Walsh, a member of Spire Development Company, LLC, a Wisconsin limited liability company, the Managing Member of 1818 North Water Street, LLC, a Wisconsin limited liability company, who acknowledged the foregoing document for the purposes recited therein on behalf of said limited liability company.

JAMIE L. KRAEMER NOTARY PUBLIC STATE OF WISCONSIN

_____
Name: JAMIE L. KRAEMER
Notary Public, State of Wisconsin
My Commission: 2/12/08

This document drafted by
and should be returned to:

Melanie S. Lee
Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, Wisconsin 53701-2018

EXHIBIT A

GALLUN TANNERY ROW: 1818, A CONDOMINIUM, CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 3, 4, 5, 6, 7, 8, THE WEST 40 FEET OF THE SOUTH 70 FEET OF LOT 9 AND THAT PART OF VACATED EAST LAND PLACE ADJOINING ON THE NORTH IN BLOCK 3 OF HUBBARD AND PEARSON'S ADDITION TO MILWAUKEE IN THE SOUTHEAST 1/4 OF THE NW 1/4 OF SECTION 21, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

GALLUN TANNERY ROW: 1818 CONDOMINIUM OWNERS ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION I

BUILDING DISCLOSURES

Sound Attenuation Disclosure

The scope of work completed by the General Contractor for the Gallun Tannery Row: 1818 Condominiums includes a variety of measures intended to attenuate sound transfer between units. These measures included the following:

1. Unit demising walls are constructed in one or more of the following type:

   a. Double walls with fiberglass batting. (See **Figure 1.**)

   b. Single walls with furring channel and isolation mounts on one side: (See **Figure 2.**)

   c. Double walls with furring channel and isolation mounts on one side: (See **Figure 3.**)

2. Where the structure of the building consists of heavy timber (05, 06, 07 & 08 units), Isostyrene (an expanding foam designed to insulate and prevent air infiltration) was injected around the entire perimeter of the floors where the floor structure meets the external wall of the building. This measure was undertaken to minimize the opportunity for sound transfer via gaps at these irregular points of intersection.

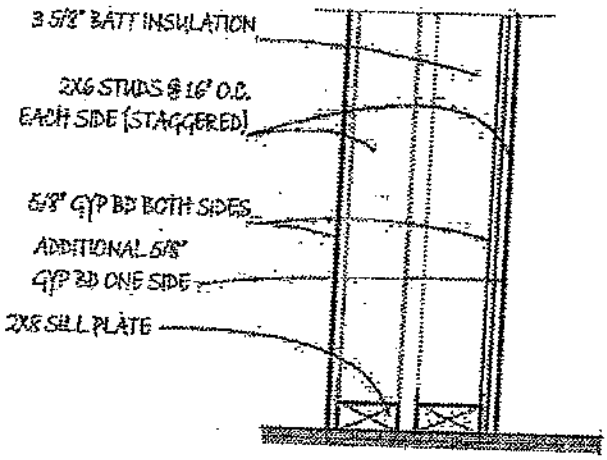
3. Also in the heavy timber areas, finish specifications call for all hard floor materials (wood and ceramic tile) to be installed over Eco Surfaces' 9mm "EcoUnderlayment for Silence" in addition to the underlayment material specified by the flooring manufacturers.

   A typical cross section in those areas would be as shown in Figure 4. (See **Figure 4.**)

4. Where the structure is poured-in-place concrete, no perimeter insulation was necessary (no significant gaps between floors were noted at the perimeter). The finish specifications call for hard floor surfaces to be installed over the underlayment material recommended by the flooring manufacturers. A typical cross section in these areas would be as shown in Figure 5. (See **Figure 5.**)

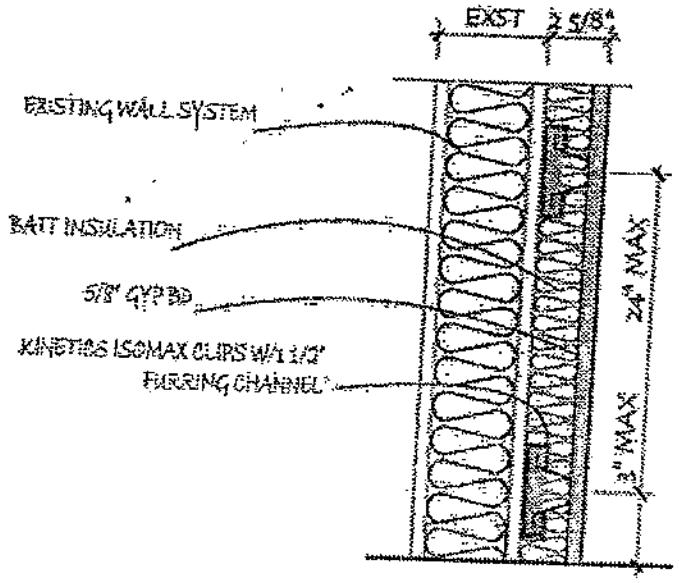
These measures have been shown in laboratory tests to impede the transfer of ambient and impact sound; however, the developer makes no warranty or representation as to the effectiveness or the "soundproof" status of any unit.

Figure 1: New demising walls between units are constructed as double walls with fiberglass batting.



1Hr. Party Wall Section
1 1/2" = 1'-0"
WALL BETWEEN UNITS

Figure 2: Existing single walls are supplemented with furring channel and isolation mounts on one side.



SOUND ISOLATION RETROFIT
1 1/2" = 1'-0"

Figure 3: Some existing double walls are supplemented with furring channel and isolation mounts on one side

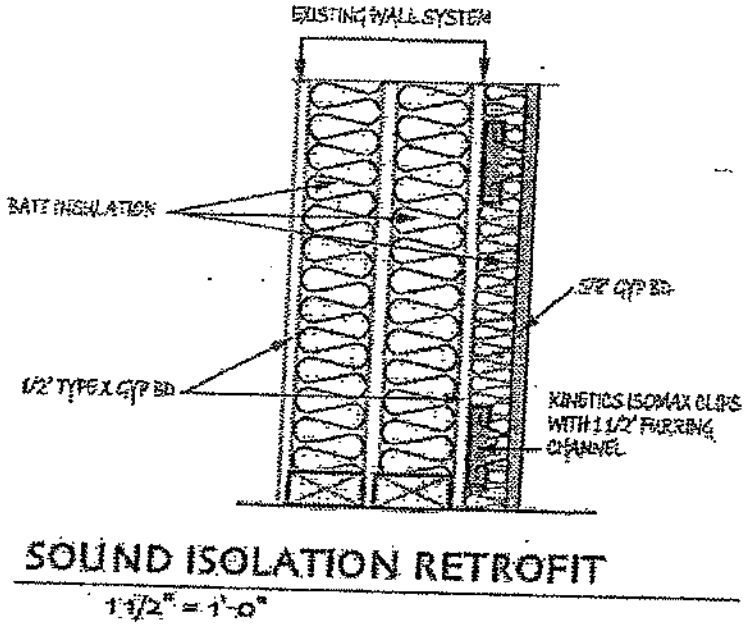


Figure 4: Typical cross section at timber frame building

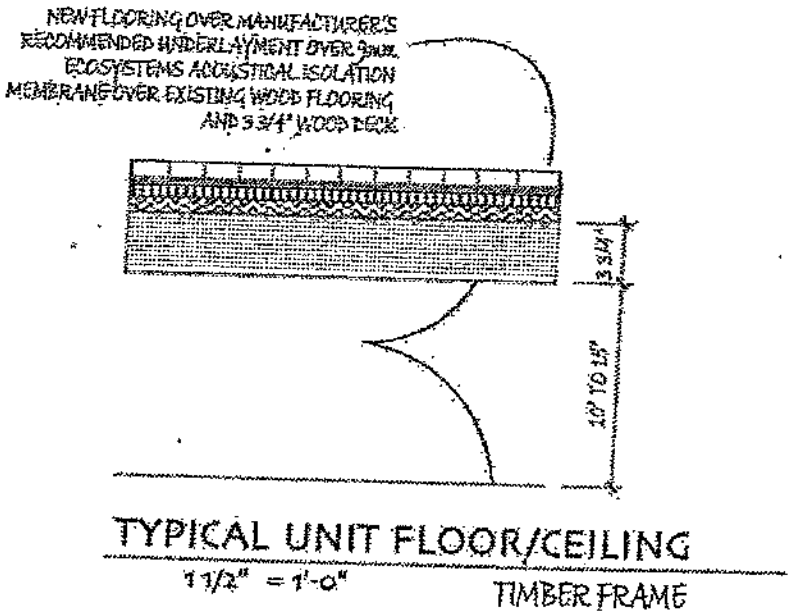
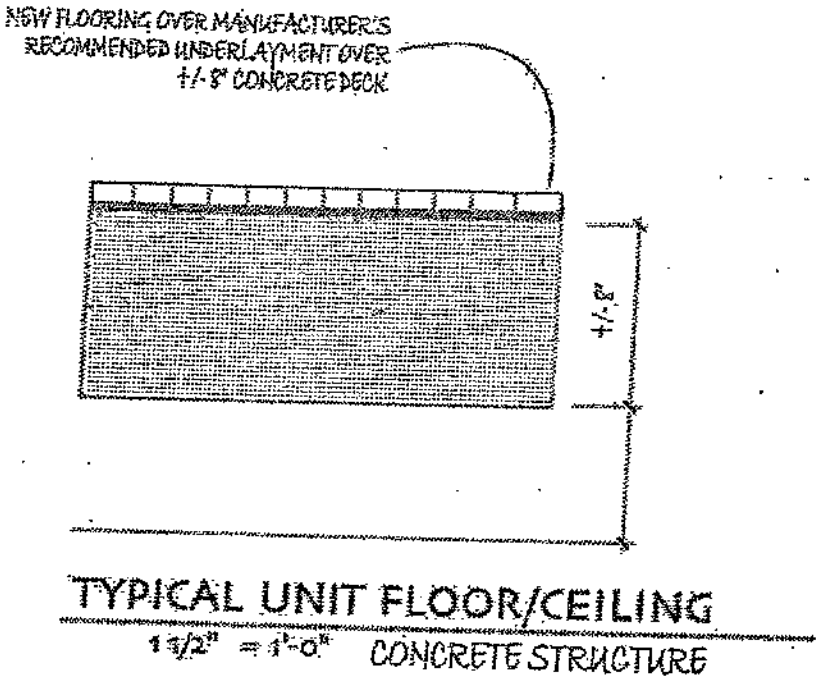


Figure 5: Typical cross section at concrete structure.



STS CONSULTANTS

STS CONSULTANTS, LTD.

Phase I Environmental Site Assessment
Gallun Office Building
1818-1824 N. Water Street
Milwaukee, Wisconsin 53202

A. F. Gallun & Sons, LLC
c/o R. E. Enterprises, LLC
700 N. Water Street
Milwaukee, WI 53202

STS Project No. 5-87797XA

* For a complete copy of the above-referenced Phase I Environmental Site Assessment, please contact the Gallun Tannery Row: 1818 Condominium Owners Association, Inc.

STS CONSULTANTS

11425 West Lake Park Drive
Milwaukee, Wisconsin 53224
414-359-3020 Phone
414-359-0822 Fax

January 4, 2005

A. F. Gallun & Sons, LLC
c/o Mr. Jeffrey Metz
R. E. Enterprises, LLC
700 N. Water Street
Milwaukee, WI 53202

RE: Phase I Environmental Site Assessment of the Gallun Office Building Property Located at 1818-1824 N. Water Street in Milwaukee, Wisconsin -- STS Project No. 5-87797XA

Dear Mr. Metz:

STS Consultants, Ltd. (STS) has completed the Phase I Environmental Site Assessment authorized for the above referenced subject property in general conformance with American Society of Testing Materials Standard E 1527-00 – Environmental Site Assessments: Phase I Environmental Site Assessment Process. The purpose of this report is to present the results of the historical review, project site reconnaissance, and public records review. Our opinion with respect to recognized environmental conditions associated with the evaluated subject property is provided in this report.

We appreciate the opportunity to be of service to you. If there are any questions concerning the information contained in this report, please contact us.

Respectfully,

STS CONSULTANTS, LTD.

David L. Markelz
Technical Specialist

Dennis R. Lawton, P.G.
Associate Scientist – Hydrogeologist

A.F. Gallun & Sons, LLC
STS Project No. 5-87797XA
January 4, 2005

7.0 FINDINGS AND OPINIONS

The subject property is located at 1818-1824 N. Water Street and consists of an approximately 64,500 square foot, five-story office/apartment building constructed in 1894. The existing building covers majority of the subject property with the exception of two asphalt-paved parking lots on the southeast side of the property. A parking garage is located on the northeast side of the first floor of the building.

Historically, the subject property was used as office space (first and second floors) and warehouse space (third, fourth and fifth floors) for the associated Gallun Tannery facility located west of the subject property. In the mid 1990s the top three floors of the building and the north side of the second floor were renovated into apartment units. The remainder of the second floor and first floor are currently vacant office space formerly occupied by Gallun Tannery employees.

Historical Sanborn maps indicate that two residential structures were located on the east side of the subject property as early as 1894. Currently, this area is developed as an upper and lower asphalt-paved parking lot. Geotechnical borings conducted in the east parking lot areas did not indicate the presence of non-soil fill, staining or odors in the soil samples collected. As such, it appears that the historical presence the two residential structures has not affected the subject property and not considered a REC to the subject property.

The subject property was identified by the EDR report as being included on the following regulatory databases including the Registered UST, WI WRRSER List, FTTS INSP, FINDS list, Large Quantity Hazardous Waste Generator list and Spills List. Based on STS review of reasonably ascertainable information, the above listed regulatory database information is likely associated with the A.F. Gallun Tannery facility at 1759-1881 N. Water Street, located directly northwest of the subject property, across N. Water Street. The subject property was historically the corporate offices for the tannery facility and correspondence related to the tannery facility was likely sent to the corporate offices using the 1618 N. Water Street address. As such the inclusion of the subject property on the above-listed regulatory databases is not considered a REC to the subject property.

This Phase I ESA did not reveal any RECs or historical RECs in connection with the subject property.

A.F. Gallun & Sons, LLC
STS Project No. 5-87797XA
January 4, 2005

While not considered RECs or historical RECs, the following environmental concerns were identified:

Asbestos-Containing Materials: Asbestos-containing roofing materials, floor tile and floor tile mastic and pipe wrap/ducts are present on the subject property. STS was unable to determine the presence of ACM in areas behind walls, ceilings and other inaccessible areas without the use of destructive methods. However, it is likely that asbestos-containing materials such as pipe wrap are present behind walls and above ceilings that were not accessible at the time of the asbestos survey. The quantity of asbestos-containing material presented in this report is considered a preliminary estimate.

Lead-Based Paint: Lead-based paint was identified within the second floor office area and select window components in the apartment units. For purposes of renovation, lead dust produced by an abrasive process would need to be properly handled and disposed of by a licensed contractor. Contractors should use lead-safe work practices when working with building components that are lead bearing.

8.0 CONCLUSIONS

STS has performed this Phase I ESA in general conformance with the scope and limitations of ASTM Practice E 1527-00 for the subject property located at 1818-1824 N. Water Street in the City of Milwaukee, Wisconsin. Any exceptions to, or deletions from, this practice are described in Section 1.0 of this report.

This assessment did not reveal any RECs of historical RECs in connection with the subject property.

While not considered RECs, the following environmental issues may need to be addressed as part of site renovation or redevelopment:

- Asbestos-containing materials is present within the interior of the existing building. It is possible that asbestos containing materials such as pipe wrap are present behind walls and above ceilings that were not accessible at the time of the asbestos survey.
- Lead-based paint is present within the interior of the existing building. Contractors should use lead-safe work practices when working with building components that are lead bearing.

FAX COVER SHEET

Affordable Environmental
Technologies, Inc.
PO Box 840 Germantown, WI 53022
Office (262) ~~512-1098~~ Fax (262) 512-1098
253-0038

Send to: Siegel- Gallagher	From: Tasha Bagley
Attention: Jeffrey Scheidt	Date: February 16, 2005
Office Location: 700 N. Water Street Suite 400 Milwaukee, WI	Office Location: W165 N11904 Fondulac Ave. Germantown, WI 53022
Fax Number: (414) 225-9785	Phone Number: (262) 512-1098

262-253-0038

- ☐ Urgent
- ☐ Reply ASAP
- ☐ Please comment
- ☐ Please Review
- ☐ For your Information

Jeff cell: (414) 378-3241

Total pages, including cover: 9

If Affordable Environmental Technologies, Inc. is awarded any of these bids please send only the signature page of the terms and conditions of agreement back to us via fax. If we are awarded all three proposals given we will need you to fax over 3 copies of the signature page. Please confirm that all 9 pages have been received.

Best regards,
Tasha Bagley

Affordable Environmental Technologies, Inc.
7105 Sauk Circle Mequon, WI 53092· Office (262) 512-1098·
Fax (262) 512-1098· 24hr Emergency (414) 378-3241

February 16, 2005

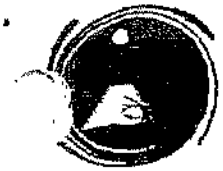
Attn: Siegel- Gallagher
C/O Jeffery Scheidt
700 N. Water Street Suite 400
Milwaukee, WI 53202

RE: Demolition of 1st & 2nd floor on south side of Gallun Office Building located at 1818-1824 N. Water Street.

Affordable Environmental Technologies, Inc. will demo single layer walls, ceilings, and floors. Any additional layers found during the demolition process are not included in this quote. Unit pricing for duct work in these areas will be $1.00 per sf. The cost to perform the demolition will be $22,725.00. The cost that I have given you includes mobilization, materials, labor, permit and disposal fees. The owner will be responsible for making sure the power in the areas to be demolished is turned off as well as the water supply to those areas.

Be assured that all work will be performed according to OSHA, EPA, and State Standards. Payment for this project will be due within 15 days of invoice. If you agree to the proposed cost of this project then we ask that you take a moment to review our terms and conditions of this agreement. Once you have reviewed this document we ask that you have an authorized representative sign, date, and return the signature page via fax to our office. We strive on our clients' satisfaction and we look forward to assisting you with this and any future Environmental Service if needed.

Best Regards,
Tasha Bagley



Affordable Environmental Technologies, Inc.
7105 Sauk Circle Mequon, WI 53092- Office (262) 512-1098-
Fax (262) 512-1098- 24hr Emergency (414) 378-3241

February 16, 2005

Attn: Siegel-Gallagher
C/O Jeffery J. Scheidt
700 N. Water St. Suite 400
Milwaukee, WI 53202-4206

RE: Removal and disposal of asbestos containing materials within the Gallun Office building located at 1818-1824 N. Water Street.

Affordable Environmental Technologies, Inc. will remove and dispose of the following quantities of asbestos containing materials as shown in the specifications:

ACM	Quantity	Unit Pricing
1. Tile & Mastic	1,770sf	$1.40 per sf
2. Floor tile only	525sf	$ .95 per sf
3. Pipe wrap	375sf	$7.50 per sf
4. Duct Insulation	425sf	$2.00 per sf

The total cost to remove and dispose of these quantities of ACM will be $6,186.25. The cost that I have given you includes mobilization, materials, labor, permit and disposal fees.

Be assured that all work will be performed according to OSHA, EPA, and State Standards. Payment for this project will be due within 15 days of invoice. If you agree to the proposed cost of this project then we ask that you take a moment to review our terms and conditions of this agreement. Once you have reviewed this document we ask that you have an authorized representative sign, date, and return the signature page via fax to our office. We strive on our clients' satisfaction and we look forward to assisting you with this and any future Environmental Service if needed.

Best Regards,
Tasha Bagley

Affordable Environmental Technologies, Inc.
7105 Sauk Circle Mequon, WI 53092· Office (262) 512-1098·
Fax (262) 512-1098· 24hr Emergency (414) 378-3241

February 16, 2005

Attn: Siegel- Gallagher
C/O Jeffery Scheidt
700 N. Water Street Suite 400
Milwaukee, WI 53202

RE: Removal and disposal of lead paint at the Gallun Office Building located at 1818-1824 N. Water Street Milwaukee, WI.

Affordable Environmental Technologies, Inc. is offering two quotes for each unit in order to solve the lead issue within this property. For each unit a quote will be given for removal of the lead paint and primer applied after the removal or paint over the lead paint. The total cost of the project will depend upon which option you choose for each unit. Listed below are the where the lead paint is present. We ask that you initial next to the method you would like Affordable Environmental Technologies, Inc. to use.

Unit 509

Option 1 – Removal of lead paint and application of primer = $425.00. _____
Option 2 – Paint over existing lead paint = $190.00. _____

3rd Floor Storage area walls

Option 1 – Removal of lead paint and application of primer = $1340.00. _____
Option 2 – Paint over existing lead paint = $360.00. _____

Unit 307 (3)White vertical beams

Option 1 – Removal of lead paint and application of primer = $425.00. _____
Option 2 – Paint over existing lead paint = $190.00. _____

Unit 307 (7) Window Sills on Concrete

Option 1 – Removal of lead paint and application of primer = $670.00. _____
Option 2 – Paint over existing lead paint = $325.00. _____

Affordable Environmental Technologies, Inc.
7105 Sauk Circle Mequon, WI 53092· Office (262) 512-1098·
Fax (262) 512-1098· 24hr Emergency (414) 378-3241

Garage area inside parking strips

Option 1 – Removal of lead paint and application of primer = $725.00. _____
Option 2 – Paint over existing lead paint = $425.00. _____

Unit 406 Bedroom window sill

Option 1 – Removal of lead paint and application of primer = $195.00. _____
Option 2 – Paint over existing lead paint = $75.00. _____

The following areas of lead paint do not have the second option of painting over the existing lead paint. It is our understanding that these areas will be included in areas to be demolished so therefore only removal procedures would apply.

Room 214 walls & window sills

Removal of plaster and wood components with lead paint on them = $925.00.

Room 215 walls, window sills, and cabinets

Removal of plaster and wood components with lead paint on them = $1175.00.

Room 200 Walls and door components

Removal of plaster and wood components with lead paint on them = $925.00.

If Affordable Environmental Technologies, Inc. is awarded the Asbestos, Lead, and Demolition for these areas you will be able to deduct $3025.00 due to the fact that Rooms 214, 215, and 200 will be removed during the demolition. Be assured that all work will be performed according to OSHA, EPA, and State Standards. Payment for this project will be due within 15 days of invoice. If you agree to the proposed cost of this project then we ask that you take a moment to review our terms and conditions of this agreement. Once you have reviewed this document we ask that you have an authorized representative sign, date, and return the signature page via fax to our office. We strive on our clients' satisfaction and we look forward to assisting you with this and any future Environmental Service if needed.

Best Regards,
Tasha Bagley

Terms and Conditions of Agreement
Affordable Environmental Technologies, Inc.

GOVERNING LAW: This Contract and the legal relations of the Parties shall be governed by the laws of the State of Wisconsin applicable to agreements negotiated, executed, delivered and fully performed in such state.

CONTRACT DOCUMENTS: Consist of this Proposal including all attachments and schedules referred to herein, these Terms and Conditions of Agreement, the inspection report (if provided), and any modification to this Proposal by verbal or written change order executed by Building Owner/Representative (OWNER) and Affordable Environmental Technologies, Inc. (AETI).

PROPOSAL TERMS: OWNER understands and agrees that Proposal amount(s) unless otherwise stated:

- Are based on normal working hours.
- Do not include performance, labor and material bonding costs or additional insurance limits greater than those described herein.
- Include a one-time mobilization and demobilization cost. Additional mobilizations/demobilizations will be viewed as change.
- May be withdrawn by AETI if not accepted within thirty-days of the date of the Proposal.

THE WORK: AETI agrees to perform the work set forth in this Proposal, within the timeframe set forth in the Schedule of Events (if included) subject to adjustment as may be necessitated by the Project's progress and unanticipated events. It is agree that given the nature of the work being performed by AETI, the protection of human health and the environment shall be the number on concern in the Project and shall supersede time to insure that AETI's work is completed safely for all parties involved. It is also understood that AETI is an independent contractor and not an agent or employee of OWNER.

TIME AND SCHEDULING: It is recoguized that time is of the essence subject to respect for safety and health. AETI and OWNER Shall Cooperate in scheduling and coordination of activities to coordinate their work and the work of other contractors/subcontractors as necessary To keep the work of AETI flowing in a normal manner.

DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION: Shall be the date of acceptance of this Proposal unless otherwise Indicated. Substantial or final completion of the work shall be achieved on or before the date agreed upon subject to adjustment as provided in the Contract Documents. AETI will immediately advise OWNER of any delays, which may extend the date of substantial completion.

CHANGES IN THE WORK: OWNER may direct AETI to make changes to the work. For such changes, it is agreed and acknowledged that:

- Any change order, which increases the contract amount, shall increase the contract price as set forth in the Proposal.
- Payments for change orders shall be subject to the payment terms set forth herein.
- Work subject to change orders include verbal and/or written orders to perform work outside the sequence and/or scope of work set forth in AETI's Proposal, proposed schedules (if included), and work resulting from discovery or disturbance of asbestos containing materials not previously identified in the inspection report.

PAYMENT TERMS: OWNER understands and agrees that:

- Projects < $50,000.00, standard terms 50% down payment and remaining 50% will be due within 15 days of invoice.
- Projects $25,000 - $50,000 standard terms 30% down & remaining balance due within 15 days of invoice.
- Projects > $25,000.00 but < $10,000.00, standard terms for each phase of work will be 15 calendar days from the date of invoice (2% interest per month after 15 days not to exceed the legal rate). Retainage is due in full upon completion of each phase of work.

discard - NOT agreed to → — This

- Commercial projects >$10,000.00 due upon completion.
- Residential projects, payment will be due upon completion or prior to release of any clearance results.

GENERAL CONDITIONS: OWNER is responsible for:

- Removing of all non-contaminated movable objects from the work area.
- Supplying electric, water, toilet facilities and operable elevators (when necessary) in the work area.
- Shutting-down and locking-out HVAC/Mechanical systems and electric service as required by AETI.
- Connecting AETI's GFI electrical panel to existing electrical panels as required by AETI.
- Providing sufficient storage space for AETI's non-contaminated materials and equipment.
- Providing a convenient location for AETI dumpster(s), vehicles and/or trailers.
- Guaranteeing full and free access to OWNER's property where abatement activities will take place.
- Providing an Independent Consultant to perform Visual and Air Clearance testing when applicable.
- When removing roofing materials, OWNER ensures that the roof is of solid construction, roof planks are contiguous and without gaps, and weather protection is utilized.
- Notifying AETI of any other hazardous materials that AETI may come in contact with and supplying AETI with Material Safety Data Sheets (MSDS) for those materials. OWNER is responsible for the liabilities of hazardous chemicals and/or materials that exist on site.
- Ensuring that all authorized personnel/visitors who enter the abatement area have a current medical exam, are fit tested for respirator use, sign in and out of the abatement area on an AETI visitor Log and utilize proper decontamination methods.
- Authorizing AETI personnel to sign required disposal forms on behalf OWNER for contracted asbestos waste removed from the site.
- Per the OSHA Construction Asbestos Standard 29 CFR 1926.1101 (k) (1):
- (i); OWNER shall identify the presence, location and quality of asbestos containing material (PACM) and/or presumed asbestos.
- (ii); OWNER must provide written notification to the following parties of the presence, location and quantity of ACM or PACM, at the work site(s) in their building(s) and/or facility(ies): (A) Prospective employers applying or bidding for work whose employees reasonable can be expected to work in or adjacent to areas containing such material; (B) Employees of the OWNER who will work in adjacent to areas containing such material; (C) On multi-employer work sites, all employers or employees who will work within or adjacent to areas containing such materials; and (D) Tenants who will occupy areas containing such materials.

BUILDERS RISK LOSSES: OWNER is responsible to:

- Carry Builders Risk Insurance Coverage and is responsible for any losses suffered by AETI caused by perils of fire, lightening, Windstorm, hail, civil commotion, smoke, aircraft, vehicle, explosion, riot, acts of terrorism, vandalism, and/or malicious mischief.
- Maintain their own usual and customary insurances for their employees, operations and their respective property interest.

REPLACEMENT CLAUSE: AETI is not responsible for the following unless otherwise stated in the Proposal:

- Inaccessible asbestos containing building materials.
- Multiple layers of vinyl asbestos floor tile and mastics.
- Remaining residue found underneath vinyl asbestos floor tile and mastic; the condition of concrete or wood flooring after abatement activities; staining of any sub floor surfaces including but not limited to wood, concrete, and leveling compounds; dissipation of solvents due to stress fractures or dissipation caused by other subsurface conditions.
- Replacement of non-asbestos ceiling sprayed-on material.
- Replacement of new thermal system insulation and/or re-insulation.
- Replacement of new ductwork, piping and mechanical equipment.
- Replacement of new conduit and/or electrical equipment.
- More than one layer of asbestos containing roofing material, what is found underneath the abated roofing material; the condition of the roof or any prep work to the roof after abatement activities.
- More than one layer of asbestos containing siding material, what is found underneath the abated siding material; the condition of the siding or any prep work to the siding after abatement activities.

INSURANCE: AETI currently maintains:

- Commercial General Liability, Property Damage and Pollution Liability in the amount of $5,000,000.00 per occurrence.
- Automobile Insurance on company owned, rental and hired vehicles in the amount of $1,000,000.00 per occurrence.
- Workers Compensation Insurance as required by law, per state statutes.

FORCE MAJEURE: No delay or failure in performance by either party shall constitute default or give rise to any claim for damages, if, And To the extent, such delay or failure is caused by an occurrence beyond the reasonable control, without the fault or negligence of the Part Affected and by which said Party is unable to prevent or provide against by exercise of reasonable diligence, including, but not limited to, acts of God or the public enemy, expropriation or confiscation of facilities, material changes in applicable law, war, legal disputes, labor strike, rebellion, sabotage or riots, floods, unusually severe weather, fires, explosions, or other catastrophes (collectively, "Force Majeure").

WAIVERS OR SUBROGATION: OWNER and AETI waive all rights against each other, any of their subcontractors, agents or employees and any other subcontractors for damages caused by losses covered by other insurance applicable to work except such rights as they may have to proceeds of such insurance held by the OWNER or AETI.

INDEMNIFICATION: OWNER and AETI agree to indemnify each other for losses, damages, penalties, other costs or expenses incurred as A result of the acts of the indemnifying party, but only to the extent such damages, losses or penalties are caused by the indemnifying party in accordance with the laws of comparative negligence established in the State of Wisconsin. Neither party agrees to indemnify the other for the negligence of the party seeking indemnification. Except for contractual obligations, neither party acknowledges any obligation, to indemnify the other of acts of negligence or misconduct on the part of any independent subcontractors of either of them. The parties each agree to require their subcontractors to maintain appropriate insurance for liability of wrongful acts.

LIMITATION OF LIABILITY: OWNER and AETI each recognize that the Project involves an existing building that may have features unknown or concealed from a responsible inspection. Projects involving such structures have inherently unpredictable conditions. The Parties further acknowledge that they have no knowledge of the expectations of the other party as to performance of the Contract other than Performance of the work and payment. Accordingly, the parties agree that in the event of any claimed breach of this Agreement by either Party, any such claims shall be limited to damage occasioned directly by the breach and not for any consequential or economic losses of any sort other than actual out-of-pocket expenses. This limitation is not intended to eliminate any claims of any party, including the OWNER, which are the subject of coverage under AETI insurance policies, or consequential damages flowing from negligent acts of either party. In the event of any dispute arising under this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees, provided that such attorney fees are not based on any blended hourly rates of services in excess of one hundred fifty dollars ($150.00) per hour.

TERMINATION: OWNER and AETI may terminate this Contract upon seven (7) days written notice of the other party's failure to perform a substantial and material obligation of this Contract. The party receiving the Notice to Terminate shall have seven (7) days to correct or resolve.

WARRANTY: AETI warrants that its services will be performed in accordance with sound contracting practices and procedures. Any Equipment or materials furnished will be of good quality, and that the work will conform to the requirements of the Contract Documents. AETI agrees to correct any deficiencies in its work within one (1) year after substantial completion.

DESIGN/SAFETY: OWNER understands and agrees that AETI has not been retained, compensated, or undertakes the responsibility:

- To provide design and construction review services related to safety precautions as may be required for any person or entity other than AETI to perform their work, including but not limited to, shoring, scaffolding, underpinning, temporary retainment of excavations, any Erection methods or temporary bracing methods, confined space entry, environmental sampling, soil boring and rock drilling.
- For any personal injury to property damage occurring to any person or entity arising out of the construction or subsequent operation of this Project by any person or entity unless same shall be found to be the result of design error.

NOTICE OF MECHANIC LIEN RIGHTS:
AS REQUIRED BY THE WISCONSIN AND ILLNOIS CONSTRUCTION LIEN LAWS CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITON TO THE SIGNED CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

For the purpose of this Agreement, signed documents transmitted by facsimile shall be treated as an original document and signatures thereon shall be considered original signatures.

Should you have any questions or need further assistance, please do not hesitate to contact us. Thank you for your consideration.

Best Regards,

Tasha D. Bagley
Affordable Environmental Technologies, Inc.

If Building Owner/Representative (OWNER) agrees to the conditions of this Proposal, please sign, FAX (262) 512-1098 and mail a hard copy of this Agreement to the address at the top of this Proposal.

Owner Representative Signature of Acceptance: Jeff Scheidt

Printed Name Jeff Scheidt Title Director of Construction Date 4/19/05

For the purpose of this agreement, any signed document transmitted by facsimile shall be treated in all respects as an original document and the signatures thereon shall be considered original signatures.

Affordable Environmental Technologies, Inc.
7105 Sauk Circle Mequon, WI 53092· Office (262) 512-1098·
Fax (262) 512-1098· 24hr Emergency (414) 378-3241

February 16, 2005

Attn: Siegel-Gallagher
C/O Jeffery J. Scheidt
700 N. Water St. Suite 400
Milwaukee, WI 53202-4206

RE: Removal and disposal of asbestos containing materials within the Gallun Office building located at 1818-1824 N. Water Street.

Affordable Environmental Technologies, Inc. will remove and dispose of the following quantities of asbestos containing materials as shown in the specifications:

ACM	Quantity	Unit Pricing
1. Tile & Mastic	1,770sf	$1.40 per sf
2. Floor tile only	525sf	$ .95 per sf
3. Pipe wrap	375sf	$7.50 per sf
4. Duct Insulation	425sf	$2.00 per sf

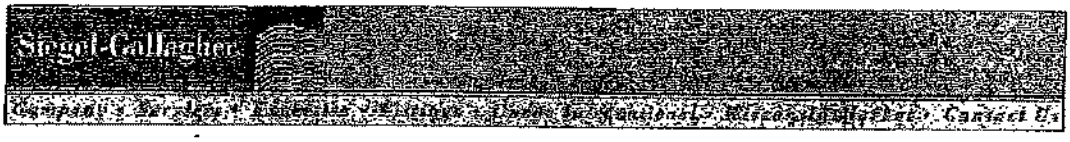
The total cost to remove and dispose of these quantities of ACM will be $6,186.25. The cost that I have given you includes mobilization, materials, labor, permit and disposal fees.

Be assured that all work will be performed according to OSHA, EPA, and State Standards. Payment for this project will be due within 15 days of invoice. If you agree to the proposed cost of this project then we ask that you take a moment to review our terms and conditions of this agreement. Once you have reviewed this document we ask that you have an authorized representative sign, date, and return the signature page via fax to our office. We strive on our clients' satisfaction and we look forward to assisting you with this and any future Environmental Service if needed.

Best Regards,
Tasha Bagley

Jeffrey J. Scheidt

From: Jeffrey J. Scheidt
Sent: Wednesday, April 13, 2005 5:33 PM
To: 'jbaeti@wi.rr.com'
Cc: Nancy E. Bodendorfer; 'James Obligato'; John Wojtalewicz; Daniel Walsh; David L. Behnke; Patrick D. Gallagher
Subject: Proposal for Demolition and Abatement at Gallun



Dear Jerry:

Siegel-Gallagher Management Company is pleased to accept Affordable Environmental Technologies' proposal for demolition and lead paint & asbestos abatement, dated February 16, 2005 for work to be performed at the Gallun Office Building at 1818-1824 North Water Street in Milwaukee, WI. We are also in receipt of your letter dated April 13, 2005, which outlines additional costs based on our scope walk-through of April 12, 2005.

We understand the costs to be as follows:

• Removal and disposal of asbestos containing materials	$ 6,186.25
• Removal and disposal of lead paint	$ 6,805.00
• Demolition services for basement and 2nd floor	$22,725.00
• Additional scope of services	$ 2,765.00
• Deduct for accepting all services	$ (3,025.00)
TOTAL	**$35,456.25**

INSURANCE
** THIS ACCEPTANCE IS CONDITIONAL UPON A CERTIFICATE OF INSURANCE BEING SUBMITTED TO SIEGEL-GALLAGHER PRIOR TO THE COMMENCEMENT OF WORK.

Nancy, will you please forward the insurance requirements to Mr. Bagley at the e-mail address above. Thank you.

NOTICE TO PROCEED AND CHANGE ORDERS
This will serve as your notice to proceed. If there are any changes to the above pricing based on hidden conditions or otherwise, please let me know so that we can approve the changes in writing. Please understand that we can not guarantee a change order will be accepted after the work has already been completed.

SCHEDULE
Please coordinate your schedule and on-site activities with Jim Obligato. Also, please advise us before starting so we can phase the work accordingly to avoid disruptions to building

Affordable Environmental Technologies, Inc.
P.O. Box 840
Germantown, WI 53022
(262) 253-0038

CHANGE ORDER

TO:	Number: 267 Date: May 4, 2005
Name: Siegel-Gallagher	**JOB SITE INFORMATION:**
Address: 700 N. Water Street Suite 400	Job Name: Gallun Building
City: Milwaukee	Job Location: 1818 N. Water Street.
State: WI Zip: 53202	Job Phone Number:

We hereby agree to the change(s) specified below:

First Floor South

337 ft of pipe wrap @ $7.50 per lin ft = $2,527.50
810sf of Duct Insulation @ $2.00 per sf = $1,620.00
219sf of over spray on ceiling from duct work @ $3.00 per sq ft. = $630.00

Additional asbestos containing materials were found above ceilings or behind walls. We have documented these additional quantities with photographs which are being submitted to you. Before the additional areas are to be abated we will need a signed change order on file. Affordable Environmental Technologies, Inc will be submitting a invoice by May 25th of all work completed to date. Payment will need to be received in full on or before June 25th, 2005. Change order pricing is based upon unit pricing given in the original proposal.

Contractor Signature

5-9-05
Date

We agree to make the change(s) specified above at this price: $4,777.50

Previous contract amount: $6186.25

Revised contract amount: $10,963.75

ACCEPTED – The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work is to be performed under the same terms and conditions as specified in the original contract unless otherwise specified.

Signature

5/11/05
Date

Affordable Environmental Technologies, Inc.
7105 Sauk Circle
Mequon, WI 53092
(262) 512-1098

CHANGE ORDER

TO:	Number: 150 Date: January 4, 2005
Name: Sigel Gallagher	**JOB SITE INFORMATION:**
Address: 700 N. Water St. Suite 400	Job Name: Gallun Office Building
City: Milwaukee	Job Location: 1818 N. Water St.
State: WI Zip: 53202	Job Phone Number:

We hereby agree to the change(s) specified below:

Second Floor

Removal and disposal of 3,720sf of floor tile and mastic underneath plywood @ $1.40sf = $5,208.00

In order to proceed with this additional abatement Affordable Environmental Technologies, Inc. will need a signed change order on file. This layer of floor was not detected during an inspection because it was concealed beneath plywood. This flooring may be left in place due to the fact that it is enclosed. However if the flooring is to remain there must be no drilling or grinding of the flooring in order to prevent the asbestos fibers from becoming airborne.

Contractor Signature

5-9-05
Date

We agree to make the change(s) specified above at this price: $5,208.00

Previous contract amount: $10,963.75

Revised contract amount: $16,171.75

ACCEPTED – The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work is to be performed under the same terms and conditions as specified in the original contract unless otherwise specified.

Signature

5/11/05
Date

Affordable Environmental Technologies, Inc.
7105 Sauk Circle
Mequon, WI 53092
(262) 512-1098

CHANGE ORDER

TO:	Number: 302 Date: May 10, 2005
Name: Siegel-Gallagher	**JOB SITE INFORMATION:**
Address: 700 N. Water Street Suite 400	Job Name: Gallun Office Building
City: Milwaukee	Job Location: 1818-1824 N. Water St.
State: WI Zip: 53202	Job Phone Number:

We hereby agree to the change(s) specified below:

Affordable Environmental Technologies, Inc will remove and dispose of the following quantities of ACM (Asbestos Containing Materials) which were found during demolition.

173 ft of pipe wrap @ 7.50 per ft = $1297.50
158sq ft of duct insulation @ $2.00 per ft = $316.00

There is still one room left to be demolished which will likely have hidden ACM in it. Affordable Environmental Technologies will submit another change order for removal in that area once the quantities are made accessible.

Contractor Signature

5-9-05
Date

We agree to make the change(s) specified above at this price: $1,613.50

Previous contract amount: $16,171.75

Revised contract amount: $17,785.25

ACCEPTED – The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work is to be performed under the same terms and conditions as specified in the original contract unless otherwise specified.

Signature

5/11/05
Date

Affordable Environmental Technologies, Inc.
P.O. Box 840
Germantown, WI 53022
(262) 253-0038

CHANGE ORDER

TO:

Name: Siegel-Gallagher

Address: 700 N. Water Street Suite 400

City: Milwaukee

State: WI Zip: 53202

Number: 267 Date: May 4, 2005

JOB SITE INFORMATION:

Job Name: Gallun Building

Job Location: 1818 N. Water Street

Job Phone Number:

We hereby agree to the change(s) specified below:

First Floor South

337 ft of pipe wrap @ $7.50 per lin ft = $2,527.50
810sf of Duct Insulation @ $2.00 per sf = $1,620.00
219sf of over spray on ceiling from duct work @ $3.00 per sq ft. = $630.00

COPY

Additional asbestos containing materials were found above ceilings or behind walls. We have documented these additional quantities with photographs which are being submitted to you. Before the additional areas are to be abated we will need a signed change order on file. Affordable Environmental Technologies, Inc will be submitting a invoice by May 25th of all work completed to date. Payment will need to be received in full on or before June 25th, 2005. Change order pricing is based upon unit pricing given in the original proposal.

Contractor Signature

Date

We agree to make the change(s) specified above at this price: $4,777.50

Previous contract amount: $35,456.25

Revised contract amount: $40,233.75

ACCEPTED – The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work is to be performed under the same terms and conditions as specified in the original contract unless otherwise specified.

Signature Date

Affordable Environmental Technologies, Inc.
7105 Sauk Circle
Mequon, WI 53092
(262) 512-1098

CHANGE ORDER

TO:	Number: 150 Date: May 4, 2005
Name: Sigel Gallagher	**JOB SITE INFORMATION:**
Address: 700 N. Water St. Suite 400	Job Name: Gallun Office Building
City: Milwaukee	Job Location: 1818 N. Water St.
State: WI Zip: 53202	Job Phone Number:

We hereby agree to the change(s) specified below:

Second Floor

Removal and disposal of 3,720sf of floor tile and mastic underneath plywood @ $1.40sf = $5,208.00

In order to proceed with this additional abatement Affordable Environmental Technologies, Inc. will need a signed change order on file. This layer of floor was not detected during an inspection because it was concealed beneath plywood. This flooring may be left in place due to the fact that it is enclosed. However if the flooring is to remain there must be no drilling or grinding of the flooring in order to prevent the asbestos fibers from becoming airborne.

Contractor Signature

Date

We agree to make the change(s) specified above at this price: $5,208.00

Previous contract amount: $40,223.75

Revised contract amount: $45,441.75

ACCEPTED – The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work is to be performed under the same terms and conditions as specified in the original contract unless otherwise specified.

Signature

Date

Affordable Environmental Technologies, Inc.
7105 Sauk Circle
Mequon, WI 53092
(262) 512-1098

CHANGE ORDER

TO:	Number: 302 Date: May 10, 2005
Name: Siegel-Gallagher	**JOB SITE INFORMATION:**
Address: 700 N. Water Street Suite 400	Job Name: Gallun Office Building
City: Milwaukee	Job Location: 1818-1824 N. Water St.
State: WI Zip: 53202	Job Phone Number:

We hereby agree to the change(s) specified below:

Affordable Environmental Technologies, Inc will remove and dispose of the following quantities of ACM (Asbestos Containing Materials) which were found during demolition.

173 ft of pipe wrap @ 7.50 per ft = $1297.50
158sq ft of duct insulation @ $2.00 per ft = $316.00

There is still one room left to be demolished which will likely have hidden ACM in it. Affordable Environmental Technologies will submit another change order for removal in that area once the quantities are made accessible.

COPY

Contractor Signature

Date

We agree to make the change(s) specified above at this price: $1,613.50

Previous contract amount: $45,441.75

Revised contract amount: $47,055.25

ACCEPTED – The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work is to be performed under the same terms and conditions as specified in the original contract unless otherwise specified.

Signature Date

Affordable Environmental Technologies, Inc.
7105 Sauk Circle
Mequon, WI 53092
(262) 512-1098

CHANGE ORDER

TO:	Number: 302 Date: June 1, 2005
Name: Siegel-Gallagher	**JOB SITE INFORMATION:**
Address: 700 N. Water Street	Job Name: Gallun Building
City: Milwaukee	Job Location: 1818 N. Water Street.
State: WI Zip: 53202	Job Phone Number:

We hereby agree to the change(s) specified below:

Extra Demolition of hidden pipes and wire above ceiling on 1st Floor = $2,935.00
Removal and disposal of safe lined with asbestos = $375.00

Contractor Signature

Date

We agree to make the change(s) specified above at this price: $3,310.00

Previous contract amount: $47,055.25

Revised contract amount: $50,365.25

ACCEPTED – The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work is to be performed under the same terms and conditions as specified in the original contract unless otherwise specified.

Signature

Date

Affordable Environmental Technologies, Inc.
P.O. Box 840
Germantown, WI 53022
(262) 253-0038

CHANGE ORDER

TO:	Number: 302 Date: June 6, 2005
Name: Siegel-Gallagher	**JOB SITE INFORMATION:**
Address: 700 N. Water Street	Job Name: Gallun Office Building
City: Milwaukee	Job Location: 1818-1824 N. Water Street.
State: WI Zip: 53202	Job Phone Number:

We hereby agree to the change(s) specified below:

Demolition of ceramic tile, grout, and carpet in 1st floor entranceway.

Contractor Signature

6-16-05
Date

We agree to make the change(s) specified above at this price: $1,825.00

Previous contract amount: $ 50,365.25

Revised contract amount: $52,190.25

ACCEPTED – The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work is to be performed under the same terms and conditions as specified in the original contract unless otherwise specified.

Signature

6/16/05
Date

Affordable Environmental Technologies, Inc.
P.O. Box 840
Germantown, WI 53022
(262) 253-0038

CHANGE ORDER

TO:

Name: Siegel-Gallagher

Address: 700 N. Water Street

City: Milwaukee

State: WI Zip: 53202

Number: 302 Date: June 10, 2005

JOB SITE INFORMATION:

Job Name: Gallun Office Building

Job Location: 1818-1824 N. Water Street.

Job Phone Number:

We hereby agree to the change(s) specified below:

Removal of dumpster from worksite and relocation on Monday- $550.00

Removal of flooring in room on the second floor which was not originally supposed to be removed - $1875.00

Contractor Signature

6-16-05
Date

We agree to make the change(s) specified above at this price: $2,425.00

Previous contract amount: $52,190.25

Revised contract amount: $54,615.25

ACCEPTED – The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work is to be performed under the same terms and conditions as specified in the original contract unless otherwise specified.

Signature

6/16/05
Date

Affordable Environmental Technologies, Inc.
7105 Sauk Circle
Mequon, WI 53092
(262) 512-1098

CHANGE ORDER

TO:	Number: 302 Date: June 13, 2005
Name: Siegel-Gallagher	**JOB SITE INFORMATION:**
Address: 700 N. Water Street	Job Name: Gallun Office Building
City: Milwaukee	Job Location: 1818-1824 N. Water Street.
State: WI Zip: 53202	Job Phone Number:

We hereby agree to the change(s) specified below:

Removal and disposal of flooring from 2nd floor hallway near elevators = $1,635.00.

Contractor Signature

6-16-05
Date

We agree to make the change(s) specified above at this price: $1,635.00

Previous contract amount: $54,615.25

Revised contract amount: $56,250.25

ACCEPTED – The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work is to be performed under the same terms and conditions as specified in the original contract unless otherwise specified.

Signature

6/16/05
Date

Air Analysis of Wisconsin

A Division of Wolosz Industries Inc.
1145 6th Ave, Grafton, WI 53024
(O)(414) 640-7610 (F) (262) 376-2962

Client: Affordable Environment Tech, Inc.
P O Box 840
Germantown, WI 53022
Project #

Report Date: 5/17/05
Air Analysis 25108

1818 North Water Street 1st Floor East

Sample Type: **Background** ____ **Area** ____ **Clearance** X **Personal** ____

PCM Fiber Count Analysis Report

Sample ID	Sample Location	Fibers/cc	Running Time Start	Running Time Stop	Time (minutes)	Volume (liters)	Fibers	Fields
25108-1	1st floor West Center	0.002	06:00	08:00	120	1800	08	100
25018-2	1st Floor East Center	0.003	06:00	08:00	120	1800	11	100
25018-FB	Field Blank	0.000						100

Sampled By: Michael J. Wolosz
Date Sampled: 5/17/05
Card No.: ACS 1102
Analyzed By: Michael J. Wolosz
Date Analyzed: 5/17/05
Signed: Michael J. Wolosz
Comments: Demo work going on while I tested

Air Analysis of Wisconsin "Limit of Detection" or LOD is 5.5 fibers/100 fields and is indicated by a "<" value.
Samples analyzed using NIOSH Method 7400 (A).

AIR ANALYSIS OF WISCONSIN

1145 Sixth Av
Grafton, Wisconsin 53024
Phone: 414-640-7610 FAX: 262-376-2962
Email: airanalysis@yahoo.com
A DIVISION OF WOLOSZ INDUSTRIES, INC.

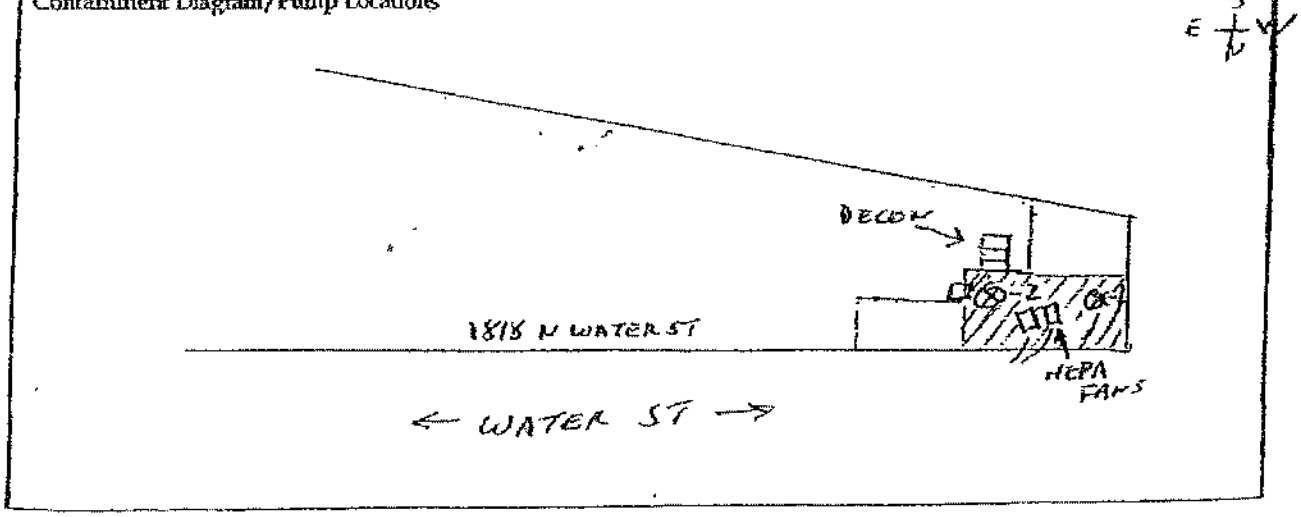
Client: AFFORDABLE ENVIRO TECH
Date: 5/17/05
Site: 1818 N Water St 1st Floor East

Job ID: 25108
Sampled By: M/W
Card #: ACS 1102

Type of Analysis: PCM TEM **Turnaround Requested:** _____
Type of Sample: Background Area Clearance

Sample ID	Location	Running Time Start	Running Time Stop	Minutes	Flow Rate (lpm)	Volume (liters)	Pump Calibration Before	Pump Calibration After	Pump #
25108-1	1st Floor West Cntr	6:00	8:00	120	15	1800	15	15	
25108-2	1st Floor East Cntr	6:00	8:00	120	15	1800	15	15	
25108-FB	Field Blank								

Containment Diagram/Pump Locations



AIR ANALYSIS OF WISCONSIN

1145 Sixth Av
Grafton, Wisconsin 53024
Phone: 414-640-7610 FAX: 262-376-2962
Email: airanalysis@yahoo.com
A DIVISION OF WOLOSZ INDUSTRIES, INC.

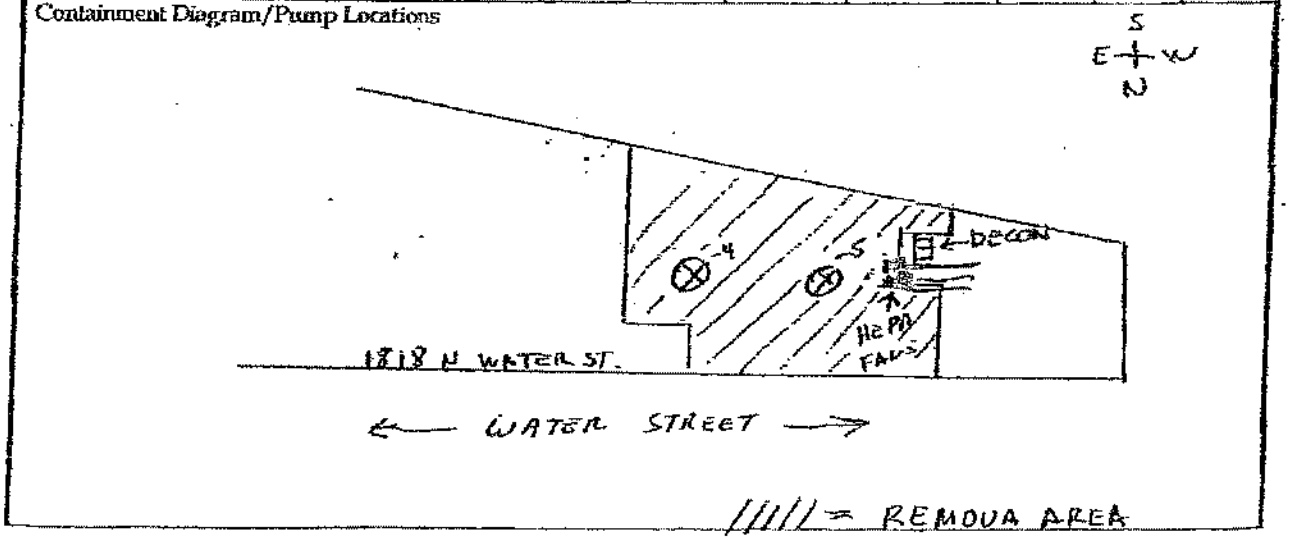
Client: AFFORDABLE ENVIRO TECH
Date: 5/23/05
Site: 1818 N WATER ST 1ST FLOOR

Job ID: 25108-2
Sampled By: M/W
Card #: ACS 1102

Type of Analysis: PCM TEM **Turnaround Requested:** _____
Type of Sample: Background Area Clearance

Sample ID#	Location	Running Time Start	Running Time Stop	Minutes	Flow Rate (lpm)	Volume (liters)	Pump Calibration Before	Pump Calibration After	Comments
C 25108-4	1ST FLOOR WEST CENTER	6:10	8:10	120	15 LPM	1800	15	15	
C 25108-5	1ST FLOOR EAST CENTER	6:10	8:10	120	15 LPM	1800	15	15	
FB 25108-6	FIELD BLANK								

Containment Diagram/Pump Locations



Air Analysis of Wisconsin

A Division of Wolosz Industries Inc.
1145 6th Ave, Grafton, WI 53024
(O)(414) 640-7610 (F) (262) 376-2962

Client: Affordable Environment Tech, Inc.
P O Box 840
Germantown, WI 53022
Project #
1818 North Water Street 1st Floor West

Report Date: 5/23/05
Air Analysis 25108-2

Sample Type: Background ____ Area ____ Clearance X Personal ____

PCM Fiber Count Analysis Report

Sample ID	Sample Location	Fibers/cc	Running Time Start	Running Time Stop	Time (minutes)	Volume (liters)	Fibers	Fields
C-25108-4	1st floor West Center	>0.007	06:10	08:10	120	1800	27	100
C-25018-5	1st Floor East Center	>0.005	06:10	08:10	120	1800	20	100
FB-25018-6	Field Blank	0.000						100

Sampled By: Michael J. Wolosz
Date Sampled: 5/23/05
Card No.: ACS 1102
Analyzed By: Michael J. Wolosz
Date Analyzed: 5/23/05
Signed: Michael J. Wolosz
Comments: Demo work on 2nd FLoor

Air Analysis of Wisconsin "Limit of Detection" or LOD is 5.5 fibers/100 fields and is indicated by a "<" value.
Samples analyzed using NIOSH Method 7400 (A).

AIR ANALYSIS OF WISCONSIN

1145 Sixth Av
Grafton, Wisconsin 53024
Phone: 414-640-7610 FAX: 262-376-2962
Email: airanalysis@yahoo.com
A DIVISION OF WOLOSZ INDUSTRIES, INC.

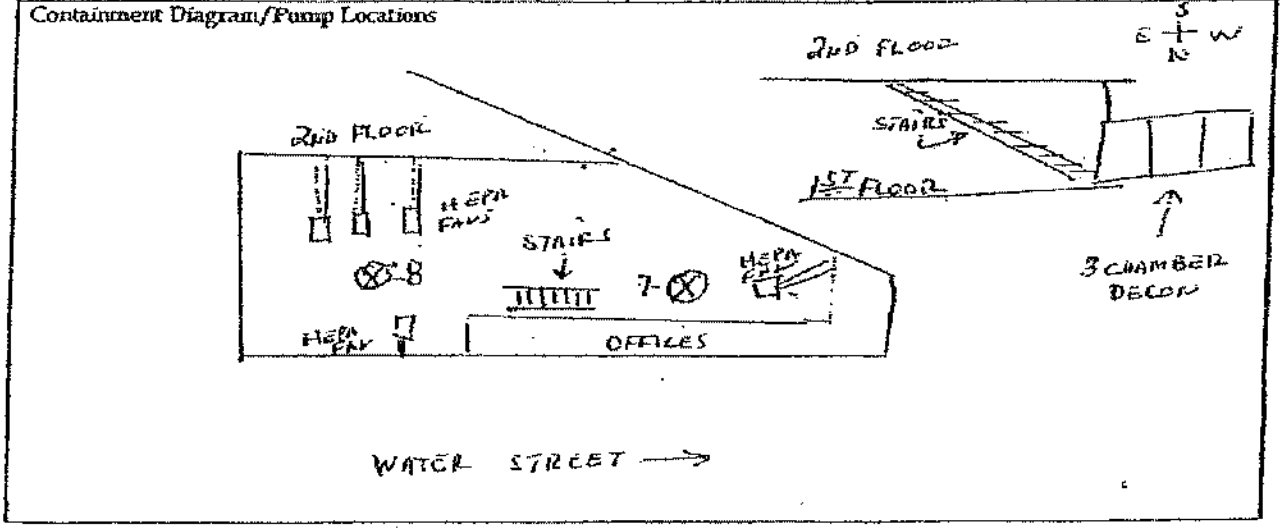
Client: AFFORDABLE ENVIRONMENTAL
Date: 6/3/05
Site: 1818 N WATER STREET 2nd FLOOR

Job ID: 25108-3
Sampled By: MJC
Card #: ACS1102

Type of Analysis: (PCM) TEM **Turnaround Requested:** _____
Type of Sample: Background Area (Clearance)

Sample ID	Location	Running Time Start	Running Time Stop	Minutes	Flow Rate (lpm)	Volume (liters)	Pump Calibration Before	Pump Calibration After	Pump #
C25108-7	WEST CENTER 2nd Floor	3:00 P	5:00 P	120	15 LPM	1800	15	15	
C25108-8	EAST CENTER ↓	3:00 P	5:00 P	120	15 LPM	1800	15	15	
FB25108-9	FIELD BLANK								

Containment Diagram/Pump Locations



Air Analysis of Wisconsin

A Division of Wolosz Industries Inc.
1145 6th Ave, Grafton, WI 53024
(O) (414) 640-7640 (F) (262) 376-2962

Client: Affordable Environment Tech, Inc.
P O Box 840
Germantown, WI 53022
Project #
1818 North Water Street 2nd Floor

Report Date: 6/03/05
Air Analysis 25108-3

Sample Type: Background ____ Area ____ Clearance X Personal ____

PCM Fiber Count Analysis Report

Sample ID	Sample Location	Fiber/cc	Running Time Start	Running Time Stop	Time (minutes)	Volume (liters)	Fibers	Fields
C-25108-7	West Center 2nd Floor	>0.008	15:10	17:10	120	1800	32	100
C-25018-8	East Center2nd Floor	0.007	15:10	17:10	120	1800	26	100
FB-25018-9	Field Blank	0.000						100

Sampled By: Michael J. Wolosz
Date Sampled: 6/03/05
Card No.: ACS 1102
Analyzed By: Michael J. Wolosz
Date Analyzed: 6/03/05
Signed:
Comments: Demo work on 1st Floor

Air Analysis of Wisconsin "Limit of Detection" or LOD is 5.5 fibers/100 fields and is indicated by a "<" value.
Samples analyzed using NIOSH Method 7400 (A).

SAMPLE LOG & SAMPLE NOTES

Date: 6-3-05

THIS IS A CHAIN-OF-CUSTODY DOCUMENT
PLEASE FILL IT OUT COMPLETELY AND SIGN ACCORDINGLY.
PAGE 1 OF 1

Project Name 1818 Water Project #

Sampling Name

Sample Area/Lot Number and Name

Sample Number	Private Number	Description of Sampled Material	Sample Site Location
1		Floor tile + mastic	1st Floor Hall
2		"	"
3		"	"

SAMPLES HAVE CARRIER PROVIDED SIGNED PICK-UP AND RECEIPTS TO BE ATTACHED TO THE ORIGINAL OF THIS

Relinquished by: Jerry Bixby

Date Sampler Relinquished: 6-3-05

Received by:

Date Sample Received: 06-03-05

MICRO ANALYTICAL, INC.
1521 West North Avenue
Milwaukee, WI 53226
(800)771-9820 (414)771-0855
Fax: (414)771-6570

NVLAP 101247-0

BULK ASBESTOS ANALYTICAL REPORT
Utilizing PLM and Dispersion Stain Technique

Affordable Environmental
Technologies, Inc,
P.O. Box 840
Germantown WI 53022

Report # 73365
Name 1818 Water
Received: 06/03/05
Analyzed: 06/03/05
Analyst Kevin Hachey

Sample ID:	%Asbestos	Description & Composition
01	None Detected	Gray Floor Tile 100% Pt MLM Qu Cal Rs Non-ACM tan mastic
02	None Detected	Gray Floor Tile 100% Pt MLM Qu Cal Rs Non-ACM tan mastic
03	None Detected	Gray Floor Tile 100% Pt MLM Qu Cal Rs Non-ACM tan mastic

End of Report

Chry Chrysotile
Amos Amosite
Croc Crocidolite
Actr Actinolite
Trem Tremolite
Anth Anthophyllite

Fg: Fibrous Glass
Ce: Cellulose
Syn: Synthetic Fiber
Wo: Wollastonite
Se: Sepiolite

Ver: Vermiculite
Per: Perlite
Gyp: Gypsum
Gl: Glass Shards
Pa: Particulates

PL-M: Paint Like Material
MLM: Mixed Limestone Material
Qu: Quartz
Cal: Calcite
Ros: Resinous Material
De: Diatomaceous Earth

Test method: EPA/600/R 93/116. Quantitation is done by Calibrated Visual Estimation which has an accepted Relative Percent Difference of 35. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. This test report relates only to the items tested and shall not be reproduced except in full, without the written approval of Micro Analytical, Inc.

WASTE SHIPMENT RECORD/ASBESTOS MANIFEST

(See Reverse for Instructions)

For Disposal Site Use Only

Elevation _____

North _____ East _____

Generator

1-A. Special Waste Profile Number: R05614121

NESHAP Notified: X YES ____ NO

WSR Number: WI4922

1-B. Generator Name, Contact Name, and Complete Mailing Address (including Zip Code): Siegel-Gallagher c/o Jeffrey J. Speight 200 N. Water St. Suite 400 Milwaukee, WI 53202-4206

1-C. Generator's Phone Number: 414/220-4123 262/255-4700

1-D. Work Site Address: 200 N. Water St Suite 400 Milwaukee, WI

1-E. 24 Hour Emergency Response Telephone Number: 414/378-3291

2. Operator's Name and Complete Mailing Address: Affordable Environmental Tech, Inc. P.O. Box 840 Germantown, WI

Operator's Phone Number: 262/253-1038

3. Waste Disposal Site (WDS) Name and Complete Mailing Address: Orchard Ridge Recycling and Di... l Facility W124 N9355 Boundary Road; Menomonee Falls, WI 53051

WDS Phone Number: 262/253-8620

4. Name and Address of Responsible Agency

X Southeast District, Wisconsin Department of Natural Resources 2300 N. Dr. Martin Luther King Jr. Drive; Milwaukee, WI 53212

☐ South Central, Department of Natural Resources 3911 Fish Hatchery Road, Fitchburg, WI 53711

5. Description of Materials		6. Containers No.	Type	7. Total Quantity yd3
friable asbestos	Asbestos, 9, NA2212, III, RQ	210	DM	23 yards
non-friable asbestos	Cat I ___ Cat II ___	58	DM	7 yards

8. Special Handling Instructions and Additional Information: 24 HOUR NOTICE GIVEN PRIOR TO DISPOSAL, MUST BE BURIED.

9. GENERATOR/OPERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and government regulations. I hereby certify that the asbestos is not contaminated with hazardous, PCB, and/or any special waste.

Printed/Typed Name and Title: Vice President Jerry Bailey

Signature: Jerry Bailey

Date: 5-17-05

Transporter

10. Transporter 1 Company Name: [illegible]

Complete Mailing Address: W124 N9355 Boundary Rd Menomonee Falls WI 53051

Telephone Number (including area code): 262-253-8620

Driver Signature: Jack Robert

Printed Name and Title: Jack Robert Driver

Date: 5-17-05

11. Transporter 2 Company Name

Complete Mailing Address

Telephone Number (including area code)

Driver Signature

Printed Name and Title

Date

Disposal Site

12. Discrepancy Indication Space

13. Waste Disposal Site Owner or Operator

Special Waste Approval is issued by signature in the case of a Generic Asbestos Approval.

Certification of receipt of asbestos materials covered by this manifest except as noted in Item 12.

Printed/Typed Name and Title: Jennifer Cross / Carl Hollis

Signature: Jennifer Cross

Date: 5/17/05

DCE-230-97-OR 12/01

WHITE - Disposal Site | CANARY - Generator (To be mailed by Disposal Site) | PINK - Transporter | GOLD - Generator (To be taken prior to disposal)

WASTE SHIPMENT RECORD/ASBESTOS MANIFEST

(See Reverse for Instructions)

For Disposal Site Use Only

Elevation_____

North_____ East_____

Generator

1-A. Special Waste Profile Number: Roads KC7

NESHAP Notified: X YES ____ NO

WSR Number: 19497

1-B. Generator Name, Contact Name, and Complete Mailing Address (including Zip Code): Singel Enterprises c/o Bette Jo 700 N. Water St. Ste 400 Milwaukee, WI 53202

1-C. Generator's Phone Number: 414/225-1700

1-D. Work Site Address: 700 N Water St. Suite 400 Milwaukee WI

1-E. 24 Hour Emergency Response Telephone Number: 414/273-3311

2. Operator's Name and Complete Mailing Address: Hardscape Environmental Tech Inc. P.O. Box 546 Evanston WI 53201

Operator's Phone Number: 262/253-1038

3. Waste Disposal Site (WDS) Name and Complete Mailing Address: Orchard Ridge Recycling and Disposal Facility, W124 N9355 Boundary Road, Menomonee Falls, WI 53051

WDS Phone Number: 262/253-8620

4. Name and Address of Responsible Agency

X Southeast District, Wisconsin Department of Natural Resources, 2300 N. Dr. Martin Luther King Jr. Drive, Milwaukee, WI 53212

☐ South Central, Department of Natural Resources, 3911 Fish Hatchery Road, Fitchburg, WI 53711

5. Description of Materials		6. Containers No.	Type	7. Total Quantity yd3
friable asbestos	Asbestos, 9, NA2212, III, RQ			
non-friable asbestos	Cat I X Cat II ____	62	Yard	32yds

8. Special Handling Instructions and Additional Information: 24 HOUR NOTICE GIVEN PRIOR TO DISPOSAL, MUST BE BURIED.

9. GENERATOR/OPERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and government regulations. I hereby certify that the asbestos is not contaminated with hazardous, PCB, and/or any special waste.

Printed/Typed Name and Title: Terry Bodett Vice President

Signature

Date: 6-4-05

Transporter

10. Transporter 1 Company Name: WASTE MANAGEMENT

Complete Mailing Address: W124 N8925 BOUNDARY ROAD MENOMONEE FALLS, WI 53051

Telephone Number (including area code): 262-251-4000

Driver Signature

Printed Name and Title: Oscar Rush - Driver

Date: 6-6-05

11. Transporter 2 Company Name

Complete Mailing Address

Telephone Number (including area code)

Driver Signature

Printed Name and Title

Date

Disposal Site

12. Discrepancy Indication Space

13. Waste Disposal Site Owner or Operator

Special Waste Approval is issued by signature in the case of a Generic Asbestos Approval.

Certification of receipt of asbestos materials covered by this manifest except as noted in Item 12.

Printed/Typed Name and Title: Angela Weidner

Signature

Date: 6-6-05

DCE-230-97-OR 12/01

WHITE - Disposal Site | CANARY - Generator (To be mailed by Disposal Site) | PINK - Transporter | GOLD - Generator (To be taken prior to disposal)

Air Analysis of Wisconsin

A Division of Wolosz Industries Inc.
1145 6th Ave, Grafton, WI 53024
(O)(414) 640-7610 (F) (262) 376-2962

Client: Affordable Environment Tech, Inc.
P O Box 840
Germantown, WI 53022
Project #
1818 North Water Street 1st Floor East

Report Date: 5/17/05
Air Analysis 25108

Sample Type: Background ___ Area ___ Clearance X Personal ___

PCM Fiber Count Analysis Report

Sample ID	Sample Location	fiber/cc	Running Time Start	Running Time Stop	Time (minutes)	Volume (liters)	Fibers	Fields
25108-1	1st floor West Center	0.002	06:00	08:00	120	1800	08	100
25018-2	1st Floor East Center	0.003	06:00	08:00	120	1800	11	100
25018-FB	Field Blank	0.000						100

Sampled By: Michael J. Wolosz
Date Sampled: 5/17/05
Card No.: ACS 1102
Analyzed By: Michael J. Wolosz
Date Analyzed: 5/17/05
Signed: Michael J. Wolosz
Comments: Demo work going on while I tested

Air Analysis of Wisconsin "Limit of Detection" or LOD is 5.5 fibers/100 fields and is indicated by a "<" value.
Samples analyzed using NIOSH Method 7400 (A).

AIR ANALYSIS OF WISCONSIN

1145 Sixth Av
Grafton, Wisconsin 53024
Phone: 414-640-7610 FAX: 262-376-2962
Email: airanalysis@yahoo.com
A DIVISION OF WOLOSZ INDUSTRIES, INC.

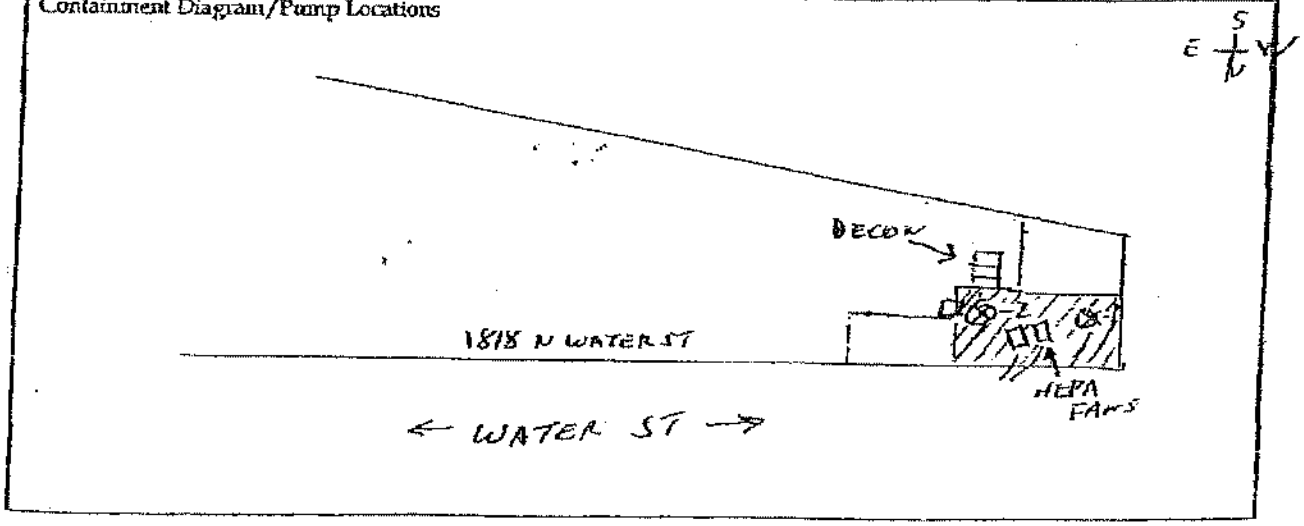
Client: AFFORDABLE ENVIRO TECH
Date: 5/17/05
Site: 1818 N Water St 1st Floor East

Job ID: 25108
Sampled By: MW
Card #: ACS 1102

Type of Analysis: PCM TEM **Turnaround Requested:** _____
Type of Sample: Background Area Clearance

Sample ID	Location	Sampling Time Start	Sampling Time Stop	Minutes	Flow Rate (lpm)	Volume (liters)	Pump Calibration Before	Pump Calibration After	Pump #
25108-1	1st Floor West Center	6:00	8:00	120	15	1800	15	15	
25108-2	1st Floor East Center	6:00	8:00	120	15	1800	15	15	
25108-FB	Field Blank								

Containment Diagram/Pump Locations



AIR ANALYSIS OF WISCONSIN

1145 Sixth Av
Grafton, Wisconsin 53024
Phone: 414-640-7610 FAX: 262-376-2962
Email: airanalysis@yahoo.com
A DIVISION OF WOLOSZ INDUSTRIES, INC.

Client: AFFORDABLE ENVIRO TECH
Date: 5/23/05
Site: 1818 N WATER ST 1ST FLOOR

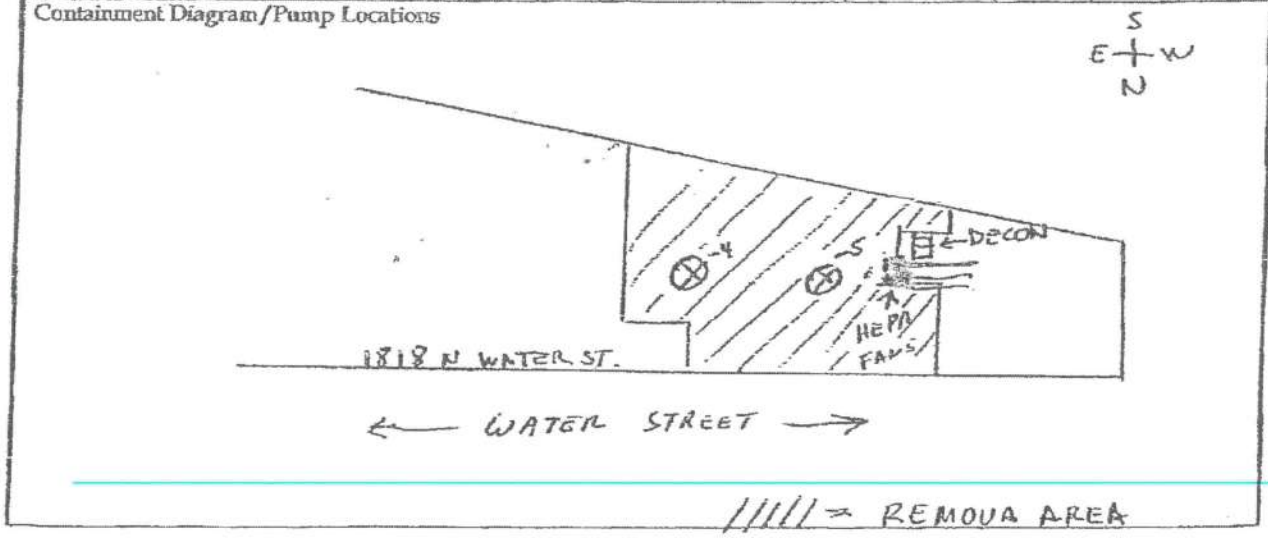
Job ID: 25108-2
Sampled By: M/W
Card #: ACS 1102

Type of Analysis: PCM TEM
Type of Sample: Background Area Clearance

Turnaround Requested: _____

Sample ID	Location	Running Time Start	Running Time Stop	Minutes	Flow Rate (l/min)	Volume (liters)	Pump Calibration Before	Pump Calibration After	Pump #
C 25108-4	1ST FLOOR WEST CENTER	6:10	8:10	120	15 LPM	1800	15	15	
C 25108-5	1ST FLOOR EAST CENTER	6:10	8:10	120	15 LPM	1800	15	15	
FB 25108-6	FIELD BLANK								

Containment Diagram/Pump Locations



December 29, 2005

Mr. Jeffery Scheidt
Siegel-Gallagher Management Company
700 North Water Street, Ste. 400
Milwaukee, WI 53202-4206

Re: Pre-construction Gutting- 1818 North Water Street, Milwaukee, Wisconsin

Dear Mr. Scheidt:

Assured Environmental Associates, Inc. (AEA) provided services related to the gutting of portions of the above referenced facility. AEA periodically visited the site and coordinated with the contractor Affordable Environmental Services, Inc. and with the City of Milwaukee asbestos inspector Mr. Anthony Goodwin.

During site visits by AEA, AES crews were observed removing materials identified in an environmental assessment by STS Consultants, Ltd. as containing asbestos. Additional asbestos containing materials not identified in the STS Consultants environmental assessment as containing asbestos were also removed by AES. It is my understanding that the additional asbestos containing materials removal was performed pursuant to a series of change orders to the original contract with AES. Finally, it is my understanding that the asbestos containing material in the roof flashing was removed as a part of the replacement of the roof though AEA has no direct knowledge of this work being performed.

Based on a conversation with Mr. Tony Goodwin of the City of Milwaukee, the asbestos abatement permit was closed on 7/29/05 by Mr. Goodwin. No negative issues were identified by Mr. Goodwin or AEA for this project in the execution of the permit and abatement work performed.

We understand that AES performed lead abatement in most locations where practical. It appears that AES encapsulated materials where lead abatement was not practical.

We appreciate the opportunity to provide you with environmental services. If you have any questions or comments on this proposal, please call me directly at (262) 781-4646.

Sincerely,

Gregory S. Walsh
ASSURED ENVIRONMENTAL ASSOCIATES, INC.

04-233A

STRASS-MAGUIRE & ASSOCIATES, INC.

PROFESSIONAL ENGINEERS

9064 North Deerbrook Trail • Milwaukee, Wisconsin 53223 • Tel: 414/354-4046 • Fax: 414/354-5008

February 16, 2005

Mr. Arthur Gallun
A. F. Gallun, LLC
19555 Redberry Dr.
Las Gatos, California 95030-2931

Re: 1818 N. Water Street – Elevation Survey
Strass-Maguire & Associates Inc. Project No. 04-233A

Dear Mr. Gallun:

In accordance with our proposal of January 11, 2005, Strass-Maguire & Associates, Inc. performed a level survey for the building at 1818 North Water Street, Milwaukee, Wisconsin. A level survey was performed of exterior construction along North Water Street and East Hamilton Street. A level survey was also performed from the building interior for the accessible subfloor construction of the second floor level. The level survey was performed on February 15, 2005.

The Water Street elevations at window sill level, and the Hamilton Street elevations at the low cornice do not show significant variations that would indicate differential foundation settlement.

The level survey for the second floor finds that the floor is pitched for drainage. Floor areas of the first two bays on the Water Street side pitch toward Water Street. The third bay pitches away from Water Street. Drain scuppers are present at each floor level along the Water Street and East Hamilton Street elevations. Floor lines are reasonably level along the column lines that parallel Water Street. The floor elevation measurements do not exhibit significant variations that would indicate differential foundation settlement.

In conclusion we find that level survey measurements do not indicate excessive differential foundation settlement at 1818 N. Water Street, Milwaukee, Wisconsin. Based upon the above scope of work and considerations, and based upon our previous investigation of conditions described in our letter of December 17, 2004, project number 02-233, we find that the building foundations at 1818 N. Water Street are suitable for use with the planned residential occupancy.

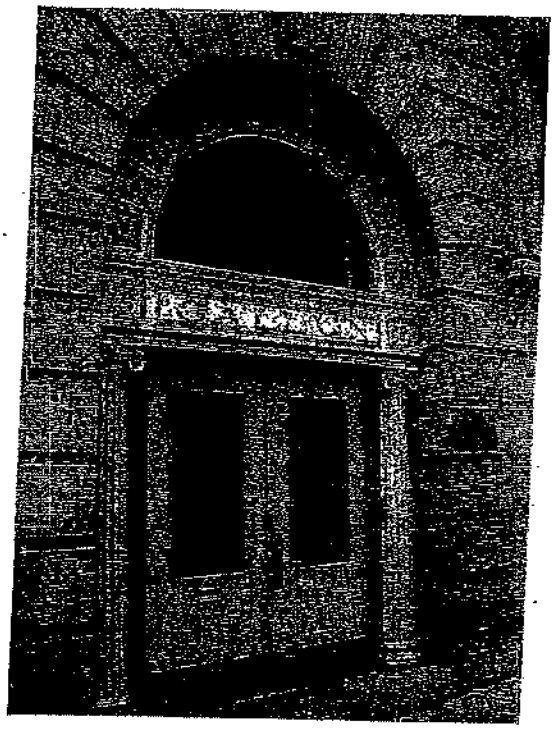
Please contact our office if you have any questions regarding this report.

Sincerely,
STRASS-MAGUIRE & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS

Lavern L. Nall

Lavern L. Nall, P.E.
President

REPORT ON STRUCTURAL FINDINGS AT FORMER GALLUN TANNERY 1818 N WATER STREET MILWAUKEE, WISCONSIN



Prepared by:
Arnold & O'Sheridan, Inc.
Consulting Engineers
4125 N, 124th Street
Brookfield, Wisconsin 53005
Phone: (262) 783-6130
Fax: (262) 783-5121

Prepared for:
A.F. Gallun and Sons LLC
c/o RE Enterprises
700 N. Water Street
Milwaukee, Wisconsin 53202
Phone: (414) 225-9700
Fax: (414) 225-9785

A&O Project # 040518
December 22, 2004

ARNOLD AND O'SHERIDAN INC
CONSULTING ENGINEERS

REPORT
ON
FORMER GALLUN TANNERY

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ARNOLD AND O'SHERIDAN INC
CONSULTING ENGINEERS

INTRODUCTION

Arnold & O'Sheridan, Inc. was contacted to perform an evaluation of the structural system of the structure formerly housing the Gallun Tannery. The building is located on the east side of the 1800 block of North Water Street in Milwaukee, Wisconsin. Signage observed on the exterior of the building suggests that the section of the building under consideration was constructed circa 1894. Anecdotal evidence suggests the building was originally used for the preparation of animal hides in the leather industry. With the demise of the local leather industry, the building has been converted to residential occupancy. Observations and anecdotal evidence suggests that as leases expire, occupants are vacating their respective apartments. Discussions suggest that when the building is completely unoccupied, the space will be redeveloped as primarily condominiums.

Adjacent to the Gallun Tannery is the site of the proposed Hamilton Street Town homes. To the west, across Water Street and along the Milwaukee River, demolition operations of other tannery buildings were observed. Proposed uses are not known at this time, but it is believed that this area will be redeveloped as residential or mixed use.

Please note that in the following text and drawings, for reference the main building axis (parallel to Water Street) has been designated as the north-south axis.

EXECUTIVE SUMMARY

The scope of this report is limited to a cursory review based visual observations within the southern section of the building. It is our understanding that three main areas were to be addressed. These areas were:

- Whether leveling topping can be added to the existing floors in order to accommodate an apparent difference in elevation between floors in the north and south sections of the building. If such topping can be installed, provide maximum thickness
- As an enhancement of the proposed condominiums, whether the existing masonry walls can support exterior balconies
- General comments/observations on condition of building
    - Subsequent to this report, Arnold & O'Sheridan, Inc. provided information on fees for additional investigative work focusing on the foundations. At the time of this writing, no direction has been given

Addition of leveling material to the existing floors

Observations suggested that a difference in elevations exists between the north and south buildings. Calculated capacities suggest the floor system was originally designed for a uniform superimposed load between 90 and 100 psf. From this value, superimposed dead loads must be deducted to establish a live load capacity. Calculated capacities were governed by the girders, which span east-west. Current code required[1] residential unit (live) loading is 60 psf with 100 psf specified for corridors.

[1] *Wisconsin Enrolled Commercial Building Code 2002 Table 1607.1 and section 1607.5*

A review of available manufacturers' literature[2] suggests that leveling topping materials have a maximum density of 115 pounds per cubic foot. Based on this value, a thickness of not more then 3½" may be applied *within the residential units*. If greater thicknesses are required, a combination of rigid insulation or other light weight 'fill' and leveling compound, similar to the configuration discussed below, may be considered.

Comparing the calculated capacity with the corridor requirements, little reserve capacity is available for areas that may be subject to corridor loading. A review of the current floor plan suggests that the corridors can be limited to a width of approximately 5' and for purposes of these calculations, corridors were assumed to be centered between the column centerlines, as shown in figure 1. Based on these

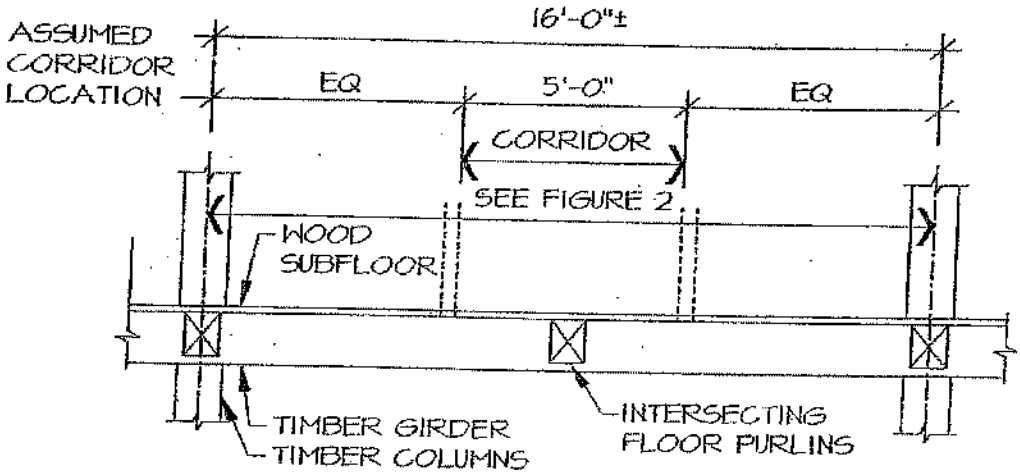


Figure 1-Indicating Extents of Corridor assumed in Analysis

assumptions, a topping thickness of approximately ½" may be applied. For differentials in excess of this, a layer of rigid insulation overlain with plywood or OSB sub flooring combined with the ½" leveling material is suggested. *It should be noted that this thickness may require special assistance from the material supplier and/or special placing techniques by the installer to minimize break up of the applied material.* Figure 2 shows a graphical representation of the proposed system.

[2] *Gyp-Crete 2000 by Maxxon Corporation*

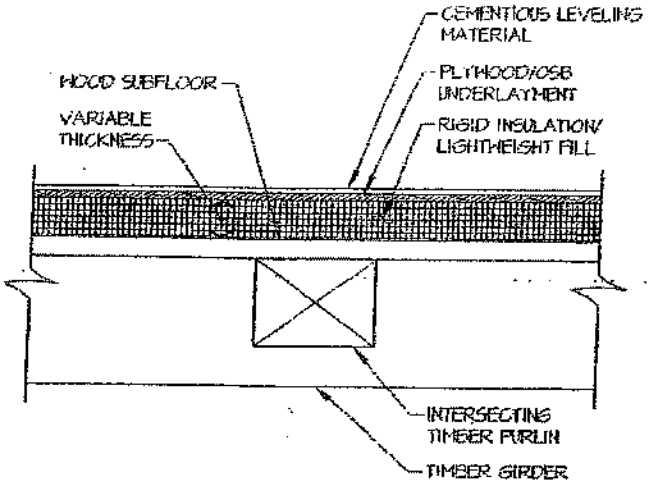


Figure 2-Rigid Insulation/Lightweight Fill

An alternative would be to add reinforcement to the governing members. One form of reinforcement would be to attach steel sections to the girders.

Please note that this restriction would only be required at girders subject to the corridor loading. In general, girders elsewhere would be subject to the requirements for typical residential units (3½" maximum topping).

Addition of balconies to exterior

As noted in the following sections, the exterior of the building is multi-wythe brick. At regularly spaced intervals (roughly 15'), thickened piers were constructed integrally with the walls. It is our recommendation that if constructed, the balconies be configured such that they are anchored at these locations. Based on past experience with similar projects, we suggest that anchorage be 'through the wall'. This type of anchorage would consist of a bolt or rod passing through the wall and anchored through a plate at the interior or back face of the wall. Figure 3 shows a schematic representation of this type of connection.

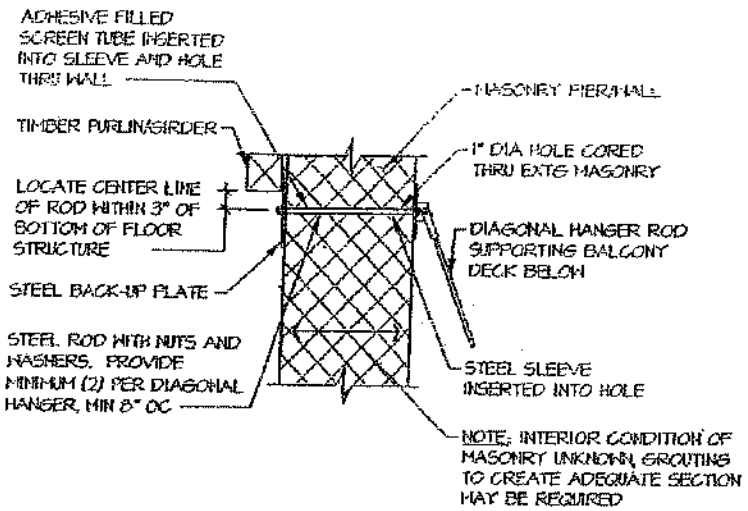


Figure 3-Schematic Connection of Balcony Support to Existing Wall

At the time of this report, balcony configuration (dimensions, type of construction, etc.) was not known and therefore, for the purposes of this report, we have made certain assumptions. *If these assumptions are not valid, balcony installation may not be feasible.* Discussion of these assumptions can be found in the '*Basis of Calculations*' sections near the end of the text of this report. In general, we recommend the upper connection point be located as near to the floor level above as possible. This will allow transfer of the hanger forces to the floor system, minimizing the loading effects on the wall. Depending on actual configuration of the balcony, a positive connection directly to the floor system may be required.

General observations on condition of building

Access to areas within the building was limited to random units and observations are by necessity limited to those areas. No comments can be made regarding areas that were not observed and the limited scope of this report should be recognized. Signs of distress would include:

- Deflections or sagging of floor members
- Rotting or deterioration of wood members
- Significant cracking in masonry walls or partitions
    - Masonry is inherently a brittle material and will commonly exhibit minor cracks, typically within the mortar joints. These types of cracks were observed and were not unexpected

Observations suggested that a timber girder in (the ceiling space of) Unit 307 had suffered some sort of overload in the past, as a crack was observed in the bottom of the girder. Referring to the attached floor plan for location and Photo 1 below, this girder was observed to have a configuration of vertical and horizontal steel bolts and plates. These appear to be clamping wood members to the original timber girder adding

reinforcement. In finishing out Unit 307, the crack had been painted over. No distress was observed in the paint-suggesting that the crack, and therefore the girder, is stable.



Photo 1-Reinforcement of Existing Timber Girder in Unit 307

Areas of major distress were not observed. Areas with loose masonry were observed within several units. Based on the locations, it is believed that masonry was disturbed by the window installation. We recommend that an allowance be included in budgeting to account for miscellaneous maintenance and repair type items. Such items would include tuckpointing, caulking and sealing.

DESCRIPTION OF BUILDING SYSTEM

Observations indicated that the structural system used heavy timber girders supporting timber purlins and wood planking. Timber columns support the girders at the interior. A column grid of approximately 15' x 16' appears to have been used. Observations at random locations suggested that a regular pattern was used and that measurements at these locations were representative of other areas.



Photo 2-Typical Column to Beam and Girder Condition

At the exterior, brick walls were measured to be approximately 22" thick at the lowest level. Sections allowing access for measurement at the upper levels were not available. Thickened areas (piers) were constructed at locations aligning with the columns to provide support for the girders. A timber purlin, supported by the girders, is set parallel to the wall with a small gap between the face of the masonry and the purlin.

To the north, an apparent addition had been constructed. The transition between additions occurs at a masonry wall near the elevator. A cursory review of the provided drawings locates this wall approximately 135' to 140' north of the southern apex. Casual observations suggested that this section of the building was constructed utilizing reinforced concrete. This addition was not included as a part of this review.

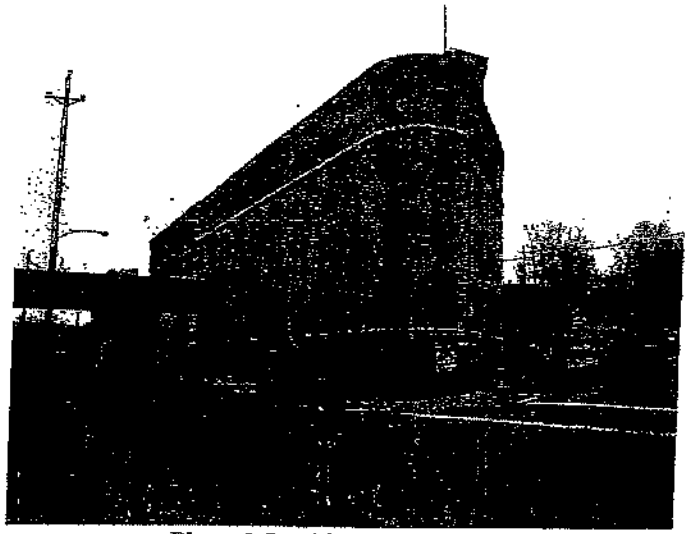


Photo 3-Looking To Northeast
-Transition between buildings occurs near walkway at left of picture

BASIS OF CALCULATIONS

Floor Capacities

Based on past experience with structures of similar vintage, the timber species used were assumed to be Red Pine[3]. Reference materials[4], of the era, provided allowable stresses for this species. Gross capacities were calculated and dead loads were deducted to arrive at an allowable live load capacity.

Included in superimposed dead loading were:

Description	Allowance (psf)
Self weights of timber purlins and girders	6.0
1½"~2" wood sub floor	5.0
¾" Plywood underlayment (assumed)	3.0
Duct work, lighting, sprinkler and plumbing	5.0
¾" Hardwood flooring	4.0

Code required live loading[5] considered is tabulated as follows:

Description	Loading (psf)
Typical residential units:	
Live	40
Partitions (to be included with live)	20
Corridors	100

For the typical residential units, the 40 psf is combined with the 20 psf partition for a total of 60 psf. Corridors, due to the 100 psf loading do not require combination with the partition loading.

Code allowed live load reductions were considered where applicable. Live load reductions are a method to allow for the statistical probability that the entire supported area will be subject to the full loading. Based on tributary areas, the purlins and girders did not meet the minimum requirements for live load reductions. Columns supported sufficient area to allow consideration of live load reductions.

Balconies

As noted earlier, balcony configurations are not known at this time. Therefore, in our analysis we have assumed that the balconies would span parallel to the face of the building approximately 16'. This coincides with the distance between the supporting piers of 15'~16'. The balconies were then assumed to extend from the face of the building 5'. Lightweight construction, for example grating, was assumed for the surface.

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[3] *Also known as: American or Canadian Red Pine and Norway Pine-GRIN Taxonomy www.ars-grin.gov*
[4] *Structural Engineers Handbook by Milo Ketchum 2nd Edition 1918*
[5] *2002 Wisconsin Enrolled Commercial Building Code*

Based on these assumptions, balconies can be attached from the face of the exterior walls. Multiple bolts would be required. With the criteria outlined above, an estimate of (2) $^{5}/_{8}$" to ¾" diameter bolts would be adequate. Other variations of balcony dimensions, construction or loading may affect this and when final balcony configuration is established should be reviewed and evaluated.

S21

BASEMENT FLOOR

FORMER GALLUN TANNERY

1818 N. WATER STREET

MILWAUKEE, WISCONSIN

ARNOLD AND O'BRIEN/DAN

S2.3

THIRD FLOOR PLAN

FORMER GALLUN TANNERY

1818 N. WATER STREET

MILWAUKEE, WISCONSIN

ARNOLD LND
OPPENHEIM LND

S2.4

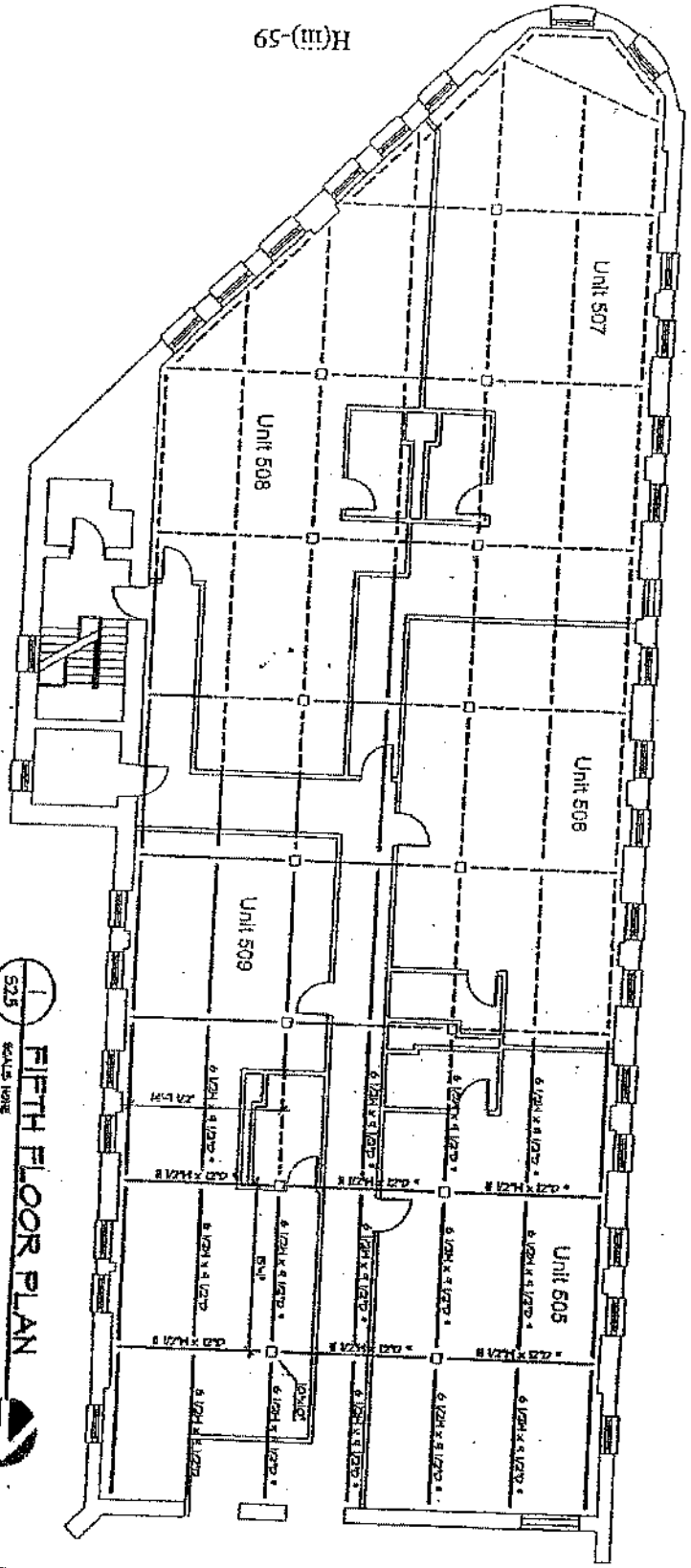
FOURTH FLOOR PLAN

FORMER GALLUN TANNERY

1818 N. WATER STREET

MILWAUKEE, WISCONSIN

ARNOLD AND O'HERRON INC



1/2" = 1'-0"

FIFTH FLOOR PLAN

SCALE: NONE

FRAMING INDICATED IS AT CEILING OR INDICATED UNIT

OBSERVED FRAMING

ASSUMED FRAMING BASED ON OBSERVATIONS

INDICATES FRAMING DIRECTION, ASSUMED BASED ON COMPARISON TO ADJACENT/SIMILAR AREAS

S2.5

FIFTH FLOOR PLAN

FORMER GALLUN TANNERY

1818 N. WATER STREET

MILWAUKEE, WISCONSIN

ARNOLD AND O'SHERIDAN INC