

ARTICLES OF INCORPORATION

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**ARTICLES OF INCORPORATION
OF
EASTWOOD OWNER'S ASSOCIATION, INC.**

The undersigned, being a natural person over the age of eighteen (18) years and acting as incorporator for the purpose of forming a non-stock, non-profit corporation under the provisions of Chapter 181 of the Wisconsin Statutes (the "Law"), does hereby adopt these Articles of Incorporation.

ARTICLE I

NAME

The name of the corporation shall be EASTWOOD OWNER'S ASSOCIATION, INC.

ARTICLE II

PERIOD OF EXISTENCE

The corporation shall have perpetual existence.

ARTICLE III

PURPOSES

The purposes for which this corporation is organized are as follows:

(a) To serve as an association of unit owners who own real estate and improvements under the condominium form of use and ownership as provided in Chapter 703 of the Wisconsin Statutes as the same may be amended, renumbered or renamed from time to time (the "Act"), and subject to the terms and conditions of the Declaration of Condominium (the "Declaration") of EASTWOOD CONDOMINIUM (the "Condominium") as recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin;

(b) To provide for the administration, maintenance, preservation and control of the Condominium in accordance with and in furtherance of the Declaration created under and pursuant to the Act; and

(c) To engage in any lawful activity within the purposes for which a non-stock, non-profit corporation may be organized under the Law, subject to the Act and the Declaration.

ARTICLE IV

MEMBERS AND VOTING

The record owner of the fee title to any Unit and an undivided interest in the Common Elements, as defined in the Declaration, shall automatically be a member of this corporation upon becoming such owner and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in this corporation shall automatically cease. The respective rights and qualifications of each of the members of this corporation are set forth in the By-Laws of this corporation.

ARTICLE V

PRINCIPAL OFFICE AND REGISTERED AGENT

The location of the principal office of this corporation shall be 1818 East Shorewood Boulevard, Shorewood, Wisconsin 53211 and the initial registered agent shall be Joseph Sileno at the above address.

ARTICLE VI

DIRECTORS

The number of directors of this corporation shall be fixed in the By-Laws but in no event shall be less than three (3). The manner in which the directors shall be elected, appointed or removed shall be provided in the Declaration and in the By-Laws of the corporation.

The number of directors constituting the initial Board of Directors shall be seven (7), and the names and addresses of the initial directors are:

Joseph Sileno
9991 West North Avenue
Wauwatosa, Wisconsin 53226

Lynn Dornfeld
9991 West North Avenue
Wauwatosa, Wisconsin 53226

Hal Karas
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

Deborah Andrews
9991 West North Avenue
Wauwatosa, Wisconsin 53226

Joseph P. Sileno, Jr.
9991 West North Avenue
Wauwatosa, Wisconsin 53226

Robert A. Teper
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

Anthony Sileno
9991 West North Avenue
Wauwatosa, Wisconsin 53226

**ARTICLE VII
INCORPORATOR**

The name and address of the incorporator of this corporation is:

Hal Karas
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

**ARTICLE VIII
AMENDMENTS**

Amendment of these Articles of Incorporation shall require the assent of seventy-five (75%) percent of the entire membership of this corporation.

**ARTICLE IX
STOCK, DIVIDENDS AND DISSOLUTION**

This corporation shall not have or issue shares of stock. No dividend shall ever be paid and no part of the assets or surplus of this corporation shall be distributed to its members, directors or officers. This corporation may pay compensation in reasonable amounts to employees, members, directors or officers for services rendered and may confer benefits upon its members in conformity with its purposes.

This corporation may be dissolved with the assent given in writing and signed by not less than seventy-five (75%) percent of the members. Upon dissolution of this corporation, other than incident to a merger or consolidation, all of its assets, after payment of its liabilities, shall be distributed to one or more non-profit corporations, societies, trusts or other organizations and/or dedicated to an appropriate public agency or agencies; provided, however, that any such non-profit corporation, society, trust, other organization or public agency has purposes deemed by a majority of the directors of this corporation to be similar to those of this corporation and that if none of the foregoing entities are deemed to exist, then all of the assets of this corporation, after payment of its liabilities, shall be distributed to a non-profit corporation, society, association, trust or other organization, or any one or more of the foregoing, devoted to the promotion of aesthetic, cultural or educational purposes.

Executed in duplicate on this 29th day of October, 1979.

/s/ Hal Karas
Hal Karas

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

Personally came before me, this 29th day of October, 1979, the above named HAL KARAS, to me known to be the person who executed the foregoing Articles of Incorporation, and acknowledged that he executed the same for the purposes therein contained.

/s/ William J. Marquardt
William J. Marquardt
Notary Public, State of Wisconsin
My commission is permanent.

This document was drafted by Robert A. Teper and Hal Karas of Herz, Levin, Teper, Chernof & Sumner, S.C., 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202.

ANNUAL OPERATING BUDGET

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ESTIMATED PROJECTED ANNUAL OPERATING BUDGET

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EASTWOOD OWNERS ASSOCIATION, INC.
ESTIMATED PROJECTED ANNUAL OPERATING BUDGET

Salaries (includes health insurance unemployment comp, payroll taxes)	\$ 15,500.00
Property Manager	14,400.00
Cleaning	14,718.00
Miscellaneous Office	2,400.00
Miscellaneous	2,400.00
Accounting/Legal	3,600.00
Insurance	14,200.00
Light Bulbs	1,200.00
Maintenance Repairs - Buildings	9,000.00
Elevator Maintenance	4,500.00
Rubbish Removal	16,056.00
Landscaping	8,000.00
Snow Removal	5,000.00
Electricity	33,000.00
Gas	4,500.00
Water/Sewer	12,000.00
Replacement Reserve Account	<u>24,084.00</u>
TOTAL (ANNUAL)	<u>\$184,558.00</u>

\$184,558 divided by 223 (number of units) divided by 12
(number of months) = \$68.97. The monthly maintenance fee
based on the estimated annual operating budget for each
unit will be \$69.00/Mo.

THIS BUDGET IS ONLY AN ESTIMATE. THE ACTUAL EXPENDITURE MAY BE MORE
THAN ESTIMATED THEREBY REQUIRING A SUBSTANTIAL INCREASE IN THE MONTHLY
MAINTENANCE FEES.

CONTRACTS

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NORTHWESTERN ELEVATOR CO., INC.

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UNITED WASTE

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Northwestern Elevator Co., Inc.



Examination and Lubrication Service Agreement

To: SILENO CONSTRUCTION, INC.
9991 West North Avenue
Wauwatosa, WI 53226

Re: EASTWOOD CONDOMINIUM - BLDG. A
1818 East Shorewood Blvd.
Shorewood, WI

The undersigned, Northwestern Elevator Co., Inc., (hereinafter called the Company) in consideration of the sum of

Sixty-Five and 75/100 Dollars

(\$ 65.75) payable monthly
does hereby agree to furnish examination and lubrication service, as specified below, on the following described unit(s):

NW-Dover Oildraulic Passenger, File 6220

signal fixtures and the performance of necessary minor adjustments disclosed as reasonably necessary at the time of the regular examinations. This service will also include the necessary lubricants, cleaning fluids and wiping cloths.

Special Provisions:

Review of each inspection call with your designated representative.

This service will be furnished from

May 1, 19 80,
at the price herein named, and will continue until terminated as provided herein. Either party may terminate this agreement either at the end of the fifth year, or at the end of any subsequent year by giving the other party sixty (60) days prior written notice.

The service is to consist of, and only of a semimonthly examination and inspection of the units specified above, including lubrication and cleaning of all components such as the machine, motor, interlocks, controls, guides, safety devices, pushbutton and

All work included in the contract price shall be performed during regular working hours of regular working days of the Elevator Trade, unless otherwise specified above.

No work, parts or supplies, except those specified herein, are included under this agreement. Should callback service or repairs be required, this work will be provided in addition to the contract price, at the Company's current billing prices for labor and material.

Subject to the terms and conditions on the back hereof, all of which are hereby agreed to and made a part hereof:

It is expressly agreed that this contract shall constitute exclusively and entirely the agreement for the service herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this agreement will be recognized unless made in writing and signed by both parties. This proposal and contract is hereby accepted.

Accepted:

Northwestern Elevator Co., Inc.

Purchaser Eastwood Owners Association Inc

Office At Milwaukee

By Thomas A. Rosenberg, President
Signature of authorized official

By Thomas A. Rosenberg, Jr.

Date 1-12 19 80

Thomas A. Rosenberg, Executive Vice President
Date January 11 19 80

Terms and Conditions

The contract price shall be adjusted annually on the anniversary date of this agreement, based on the percentage of increase or decrease in the straight time hourly labor cost for elevator examiners in the locality where the equipment is to be examined. For purposes of this agreement, straight time hourly labor cost shall mean the straight time hourly rate paid to elevator examiners plus fringe benefits and union welfare granted in lieu of, or in addition to hourly rate increases. Fringe benefits include, but are not limited to, pensions, vacations, paid holidays, group life insurance, sickness and accident insurance, and hospitalization insurance. The straight time hourly labor cost applicable to

this contract is \$ 16.47 of which \$ 3.23 constitutes fringe benefits.

The parties hereto recognize that elevators are mechanical and electrical devices and, like any such devices, in normal operation and with passage of time, are subject to wear and tear, deterioration and possible malfunction through use, fatigue, corrosion, dust, abuse, etc.

This service is not intended as a guarantee against failure or malfunction at any time. Its purpose is to reduce wear and prolong the useful life of moving parts through proper lubrication; and to call the Purchaser's attention to repairs needed, in the opinion of the Company, to correct existing malfunctions or potential malfunctions where such can be determined by visual and ordinary examination methods offered with this type service; and to be on call to make such repairs as the Purchaser may order if and when malfunction or failure should occur. No liability for the use, operation, management or control of said elevators is assumed by the Company.

It is expressly understood and agreed, therefore, that in consideration of the Company performing the service here-in specified at the price stated, the Purchaser agrees to

indemnify, defend and save the Company harmless from and against any and all claims, demands, suits, proceedings, or recoveries made or brought against the Company at any time, and from and against all expenses, legal or otherwise, which the Company may sustain on account of or in connection with, or arising out of any injury to any person or persons (except employees of the Company) and/or any loss or damage to property, in any way due to or arising out of the presence, use, operation, repair, maintenance or removal of said elevators or any of them; irrespective of the manner in which such injury, loss or damage was caused. It is further understood and agreed that the Company shall not be held responsible or liable in any way for any loss, damage, detention or delay caused by accidents, labor troubles, strikes, lock-outs, fire, flood, acts of civil or military authorities, or by insurrection or riot, or by any other cause which is unavoidable or beyond its control, or in any event, for consequential damages. No work, service or liability on the part of the Company, other than specifically mentioned herein, is included or intended.

Purchaser shall pay as an addition to the contract price, a sum equal to the amount of any taxes which may now or hereafter be exacted from the Purchaser or the Company on account thereof.

Northwestern Elevator Co., Inc., reserves the right to discontinue this contract at any time by notification in writing should payments not be made in accordance with the terms of this agreement.

In the event the Purchaser's acceptance is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this proposal shall govern in the event of conflict.

No agent or employee shall have the authority to waive or modify any of the terms of this contract.

Northwestern Elevator Co., Inc.



Offices Throughout Wisconsin And Upper Michigan

UNITED WASTE SYSTEMS

W124 N8925 Boundary Road
Menomonee Falls, Wisconsin 53051
414/251-9560

ORDER NO. _____

PREPARED BY: D. DeBono

APPROVED BY: _____

CUSTOMER'S NAME Eastwood Owners Assoc. Inc.

CUST No. _____

CUSTOMER'S SERVICE ADDRESS 1818 E Shorewood Blvd, TELEPHONE: _____☒ NEW ACCOUNTShorewood 53211 - Apt 101☐ CHANGECUSTOMER'S BILLING NAME SAME☐ CANCELCUSTOMER'S BILLING ADDRESS SAME

CUST. PO# _____

Customer Service Contact LYNN DORNFELDTELEPHONE 258-0111

This is a legally binding contract, and Contractor agrees to provide and Customer agrees to accept the following services and equipment at the charges and frequency of collection indicated below subject to the terms and conditions specified on the reverse side of this Agreement.

CONTAINER SPECIFICATIONS

QUANTITY	CAPACITY (CUBIC YDS)	TYPE OF CONTAINER						FREQUENCY	
		OPEN	CLOSED	FRONT	REAR	OTHER	CASTERS	ON CALL	DAYS/WEEK
2	1		X		S		X		2

OTHER EQUIPMENT

QUANTITY	CAPACITY (Cubic Yards)	☐ Compactor	☐ Baler	☐ Other

SCHEDULE OF CHARGES

(complete applicable items)

Service Charge Per	<u>MO.</u>	\$ <u>76.00</u>
Day, Week, Month, Year		
Service Charge Per Load		\$ _____
Extra Charge		\$ _____
Over Base or Extra Pickup		\$ _____
Equipment Charge		\$ <u>None</u>
Service Charge per:		\$ _____
(Yd., Cans, Drums, etc.)		
Disposal		\$ _____
Total equipment purchase		\$ <u>None</u>
		\$ _____

Description of Service / Equipment / Special Instructions

NEW ACCT. EFFECTIVE JAN 26 80 (approx off date)

NOTE:
OWNERS WILL BLO.
KEY BOX OUTSIDE
GARAGE AREA
SUPPLY KEY FOR
DRIVER

WILL CHANGE TO 2-14 4X WK IN FEB. - AT 128.00 MO.
WILL CHANGE TO 3-14 5X WK IN MAR. - AT 234.00 MO.

	MON	TUE	WED	THUR	FRI	SAT	SUN	TOT
NEW	X			X				
OLD								
ROUTE								

Equipment Delivery Date _____

Effective Service Date _____

CHECK LIST

☐ Master	☐ Letter	☐ 640
☐ Address	☐ Other File	☐ Contract
☐ Container Ticket	☐ Plate	☐ Yardage Page
☐ Ordered	☐ Ledger	☐ Route Card
☐ Delivered		

The terms and conditions on reverse side are part of the agreement.

CUSTOMER

AUTHORIZED SIGNATURE

TITLE PresidentDATE 12/27/80

CONTRACTOR

REPRESENTATIVE'S SIGNATURE

REPRESENTATIVE'S TITLE

DATE 12/17/79

White - Office, Yellow - Customer, Pink - Delivery, Blue - Operator,
Form WM 0038 (Rev) 7/77 - 100M

PRINTED IN U.S.A.

TERMS AND CONDITIONS OF SERVICE AGREEMENT

TERM. This agreement is a legally binding contract and shall extend for a minimum period of one (1) year from the beginning date of service and shall be automatically renewed from year to year unless either party shall give written notice of termination to the other at least thirty (30) days prior to the annual termination date. Contractor agrees that if Customer no longer requires any collection and disposal service for its waste materials, through discontinuance of its business, relocation outside the area in which Contractor provides collection service, or similar reason, Customer may terminate this agreement upon written notice given to the Contractor at least thirty (30) days prior to the intended termination date, but only upon payment of all amounts then due Contractor.

DEFINITION OF EQUIPMENT. The word "equipment" as used in these Terms and Conditions shall mean all containers used for the storage of waste material including stationary compaction units, stationary baling units, waste material loading devices, tanks, tankers, and such other on-site devices as may be specified on the face of this agreement.

CUSTOMER'S DUTIES AND LIABILITY. The equipment shall be in the possession and control of the Customer.

Customer shall be responsible for the cleanliness and safekeeping of the equipment.

Customer shall not make any alterations or improvements to the equipment without the prior written consent of the Contractor.

Customer shall not overload the equipment, nor use it for Incineration purposes, and shall be liable to Contractor for loss or damage in excess of reasonable wear and tear.

Customer shall not place any corrosive, flammable, explosive or other hazardous wastes in or in close proximity to the equipment.

All equipment furnished by the Contractor for use by the Customer which the Customer has not purchased, shall remain the property of the Contractor and the Customer shall have no right, title or interest in equipment.

Customer agrees to defend, hold harmless and indemnify Contractor against all claims, lawsuits and any other liability for injury to persons or damage to property arising out of the possession or use of the equipment by the Customer.

CHARGES AND PAYMENT. Customer shall pay the Contractor on a monthly basis for the collection and disposal service provided by the Contractor (including all charges for equipment use and maintenance) in accordance with the schedule of charges shown on the reverse side of this agreement.

Payment shall be made by Customer within ten (10) days after receipt of an invoice from the Contractor.

DISPOSAL COST INCREASES. Since sanitary landfill and other disposal charges to which Contractor is subject are a significant cost of the service provided, Contractor may increase the unit price of the collection services provided the Customer in an amount equal to any equivalent unit increase in disposal costs.

CHANGES. Changes in the price rates, frequency of collection service, number, capacity and type of equipment may be agreed to orally or in writing, by the parties. Consent to oral changes shall be evidenced by the actions and practices of the parties.

***DRIVEWAYS AND PARKING AREAS.** Customer warrants that any right of way provided by Customer from Customer's equipment location to the most convenient public way is sufficient to bear the weight of all of the Contractor's equipment and vehicles reasonably required to perform the service herein contracted. Contractor shall not be responsible for damage to any private pavement or accompanying sub-surface of any route reasonably necessary to perform the services herein contracted.

ATTORNEYS' FEES. In the event of a breach of this agreement by either party, the breaching party shall pay all reasonable attorneys' fees, collection fees and costs of the other party incident to any action brought to enforce this agreement.

ASSIGNMENT AND BENEFIT. This agreement shall be binding on the parties and their successors and assigns. This agreement may be assigned by the Contractor only upon written consent of the Customer.

VISCELLANEOUS. If any conflict or differences exist in this agreement between terms which are printed and those which are typed or written, the typed or written language shall govern.

FIRST AMENDMENT TO THE
BY-LAWS OF
EASTWOOD OWNERS ASSOCIATION, INC.

In accordance with Article IX, Amendments, of the By-Laws of Eastwood Owners Association, Inc., the following Amendment to Article IV, Section 3, was voted on and approved unanimously by 154 Certified Voters at the Ninth Annual Meeting, May 10, 1988:

Article IV, Section 3 of the By-Laws: Annual Meetings

The first sentence shall be amended so that it reads:

" The annual meetings of the Association shall be held on the second Tuesday in May of each year (the "annual meeting").

The above Amendment is to be distributed to each Unit Owner, and each Unit Owner shall attach this above Amendment to the By-Laws of Eastwood Owners Association, Inc.



Edward DePrater
Secretary, Board of Directors
Eastwood Owners Association, Inc.

SECOND AMENDMENT TO THE BY-LAWS OF
EASTWOOD OWNERS ASSOCIATION, INC.

THIS SECOND AMENDMENT adopted this 10th day of March,
1992 by EASTWOOD OWNERS ASSOCIATION, INC. (the "Association").

RECITALS

Article IX of the By-Laws of the Association provide
that the By-Laws may be amended by approval of 67% of the total
unit owners at a meeting duly constituted for such purpose; and

The unit owners have approved this Amendment of the
By-Laws, in accordance with Article IX of the By-Laws.

AMENDMENT

Pursuant to Wisconsin Statutes section 703.10(5) and
Article IX of the By-Laws, the By-Laws are hereby amended as
follows:

Article XIII of the By-Laws is hereby created to read
as follows:

ARTICLE XIII
CONVEYANCE OF LIMITED COMMON ELEMENTS

1. The owner of a Parking Unit (defined as
parking spaces identified with a letter or letters on
Exhibits D, 2D, 3D, 4D and 5D to the Declaration) or a
Locker (defined as the storage lockers numbered 401-405 and
storage locker B) may convey such Parking Unit or Locker,
by deed subject to the rights of any existing mortgagee, to
any owner of a Residential Unit or to the Association.

2. Any Parking Unit or Locker may be conveyed
with the Unit to which it is appurtenant or independent of
such Unit. If a Parking Unit or Locker is conveyed
independent of the Unit to which it is appurtenant, it
shall become appurtenant to the purchaser or grantee's Unit.

3. The Storage Lockers identified on
Exhibits D, 2D, 3D, 4D and 5D to the Declaration with a
letter or letters, with the exception of Locker B, shall
not be conveyed except as a part of the same lettered
Parking Unit.



STATUTORY RESERVE ACCOUNT STATEMENT

Document Number

Re: Eastwood

Condominium, being a condominium created under the Condominium Ownership Act of the STATE OF WISCONSIN by a "Declaration of Condominium for Eastwood

Condominium", dated December 27, 1979 and recorded on December 28, 1979 in the Office of the Register of Deeds for Milwaukee County, Wisconsin, in (Reel) (Vol.) _____ of Records, at (Images) (Pages) _____, as Document No. 5374447, and by a Condominium Plat (hereinafter "Condominium").

This Condominium (shall) (shall not) have a Statutory Reserve Account, as described in Wis. Stat. § 703.163, effective _____. This determination is made by the (Declaration) (Association with the written consent of the majority of the Unit votes.)

If the Condominium will not have a Statutory Reserve Account, it is anticipated that future expenditures for the repair and replacement of the common elements will be funded by:

Eastwood Condominium may use a non-statutory reserve account or other such means as are available to it by law.

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED 10/25/2005 10:05AM

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT: 11.00

Recording Area

Name and Return Address

Law Firm of Jonathan B. Levine
8989 N. Port Washington Road
Suite 211
Milwaukee, WI 53217-1633

Parcel Identification Number (PIN)

Dated Oct. 18, 2005

Jehangir D. Dargaga
* Jehangir D. Dargaga

Title: President, Eastwood Owners Association, Inc.

* _____
Title: _____

AUTHENTICATION

Signature(s) _____

authenticated on _____

* _____

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:
Attorney Jessica L. Boeldt

ACKNOWLEDGMENT

STATE OF WI)
) ss.
Milwaukee COUNTY)

Personally came before me on Oct 18, 2005,
the above-named Jehangir D. Dargaga

to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

Barbara J. Walther
* Barbara J. Walther
Notary Public, State of WI

My commission (is permanent) (expires: 6-10-07)

(Signatures may be authenticated or acknowledged. Both are not necessary.)
*Type name below signatures.