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**AMENDED AND RESTATED
DECLARATION**

EASTWOOD, A CONDOMINIUM

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Name and Return Address:

Lydia J. Chartre, Esq.

Husch Blackwell LLP

555 E. Wells Street, Suite 1900

Milwaukee, WI 53202

(See Exhibit B for Parcel Numbers)

Parcel Identification Number

**THIS INSTRUMENT DRAFTED BY:
LYDIA J. CHARTRE**

AMENDED AND RESTATED DECLARATION

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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

OF

EASTWOOD, A CONDOMINIUM

Eastwood Condominium (the "Condominium") was created by a Declaration, recorded in the office of Register of Deeds for Milwaukee County on December 28, 1979 as Document No. 5374447, as amended on January 21, 1980 as Document No. 5378309, and as further amended on August 14, 1980 as Document No. 5416975, and as further amended on August 15, 1980 as Document No. 5417419, and as further amended on June 12, 1981 as Document No. 5481602, and as further amended on August 16, 1984 as Document No. 5708596, and as further amended on April 1, 1986 as Document No. 5900571, and as further amended on April 20, 1992 as Document No. 6598556, and as further amended on August 27, 2002 as Document No. 8336916.

WHEREAS, the Declaration has been complicated by amendments made to it through the four stages of expansion, and that it contains portions which have become obsolete due to changes in the law, the turnover of control from Declarant to the Eastwood Owners Association, Inc. (the "Association"), and changes in common practice over the years;

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

WHEREAS, the real property (the "Property") subject to this Declaration is as described on Exhibit A appended hereto, and the addresses of the buildings that comprise the Condominium are 1818 East Shorewood Blvd., 3916 North Oakland Ave., 3942 North Oakland Ave., 1906 East Shorewood Blvd., 3838 North Oakland Ave., and 3840 North Oakland Ave., all located in Shorewood, Wisconsin 53211;

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

ARTICLE I

DESCRIPTION AND LOCATION OF MULTI-UNIT BUILDING AND UNITS

There are five (5) Buildings within the Condominium:

- Building A, located at 1818 East Shorewood Blvd.;
- Building B, located at 3916 North Oakland Ave.;
- Building C, located at 3942 North Oakland Ave.;
- Building D, located at 1906 East Shorewood Blvd.; and
- Building E, located at 3838 North Oakland Ave., and 3840 North Oakland Ave.

Building A contains a total of forty (40) Units, a parking level containing thirty-three (33) underground parking spaces and storage lockers numbered to correspond with the Units in the building to which they are assigned. Seven (7) of the units have their assigned and correspondingly numbered parking spaces and storage units in Building D. There is also one (1) additional parking space indicated by letter, for which the corresponding storage unit is in Building D. The forty (40) Units in Building A shall be used for private dwelling purposes, and such Units shall hereinafter be referred to as "Residential Units."

Building B contains a total of forty-three (43) Residential Units and a parking level containing forty-one (41) underground parking spaces and storage lockers numbered to correspond with the Residential Units in the building to which they are assigned. Two (2) of the Residential Units have their assigned parking spaces and storage lockers in Building D. There are also two (2) additional storage lockers (numbered 404 and 405) which have no corresponding parking spaces.

Building C contains a total of forty-five (45) Residential Units and a parking level containing forty-one (41) underground parking spaces and storage lockers numbered to correspond with the Residential Units in the building to which they are assigned. Four (4) of the Residential Units have their assigned parking spaces and storage lockers in Building D.

Building D contains a total of sixty-four (64) Residential Units and two parking levels containing sixty five (65) underground parking spaces and storage lockers numbered to correspond with the Residential Units in the building to which they are assigned. There are also thirteen (13) underground parking spaces and storage lockers numbered to correspond with the Residential Units to which they are assigned in other buildings, and thirty-three (33) underground parking spaces and their corresponding storage lockers indicated by letter or letters. In addition, there are four (4) storage lockers indicated by letters, for which the correspondingly lettered parking spaces are in other buildings, and four (4) additional storage lockers (designated 401, 402, 403 and B) which have no corresponding parking spaces.

Building E contains a total of thirty (30) Residential Units and one (1) unit which shall be used only for professional services office purposes (the "Professional Office Unit"), unless such unit shall be redesignated as a Residential Unit in accordance with Article XV. Building E includes a parking level containing thirty-one (31) underground parking spaces and storage lockers numbered to correspond with the Units in the building to which they are assigned, and three (3) additional parking spaces indicated by letters, for which the corresponding storage units are in Building D.

Each Residential Unit has assigned to it an indoor parking space and storage locker designated by the same number as the Residential Unit. (One Residential Unit, #144, has two assigned parking spaces and storage lockers.) The paired lettered parking spaces and storage lockers and the five storage lockers designated 401–405 and B are not assigned to Residential Units, but were made available for purchase. Most have been conveyed to owners of Residential Units. Articles III and V below provide further information about the parking spaces and storage lockers. Some Residential Units have their assigned (numbered) parking space and storage locker in a different building from the Residential Unit. In most cases, the storage locker is located at the front of the parking space corresponding to it in number or letter, although in a few instances the locker may be elsewhere in the same garage, or, for some lettered lockers, in another building. See Article X below

for restrictions on conveyance and leasing of Residential Units, indoor parking spaces and storage lockers.

ARTICLE II

UNITS AND COMMON ELEMENTS

A. Two hundred twenty-three (223) separately designated and described spaces (hereinafter sometimes collectively called the “Units” and individually sometimes called the “Unit”), are defined, consisting of the space or area and portions of buildings contained within the boundaries of each of the two hundred twenty-three (223) Units located in the multi-unit buildings, as herein described, constructed on the Condominium. The boundaries of each such Unit are as follows:

1. The vertical boundaries shall be: the interior undecorated surfaces of the perimeter walls of the Unit.
2. The horizontal boundaries shall be: (i) lower boundary – the plane or planes of the upper surface of the base level floor; (ii) upper boundary – the plane or planes of the interior undecorated ceilings.
3. All windows, window frames, patio doors and entry doors, including all glass and locks in windows and doors, shall be considered a part of the Unit.

B. Each Unit will include an undivided percentage interest in the “Common Elements” of the Condominium. The term “Common Elements” shall mean all of the Condominium except the Units and consisting of the following:

1. The “Building – Limited Common Elements”, or portion thereof, as hereinafter defined,
2. The “Unit-Limited Common Elements” as hereinafter defined, and
3. The “General Common Elements”, the term “General Common Elements” meaning all of the Common Elements of the Condominium except the Building – Limited Common Elements and Unit-Limited Common Elements.

ARTICLE III

DESCRIPTION OF GENERAL COMMON ELEMENTS

The General Common Elements shall consist of all of the Condominium improvements, areas, fixtures, equipment and facilities related thereto or used in connection therewith, except the individual Units, as hereinabove defined and described, and except the Building – Limited Common Elements and Unit-Limited Common Elements, as hereinafter defined and described including, without limitation, the Property, the office, the Eastwood Room, the landscaped areas and facilities, the outdoor parking spaces, any indoor parking spaces and storage lockers that are not appurtenant to a Unit, outside walks, pavements, the tunnels connecting Buildings, paths and driveways, and the

pipes, retaining walls, wires, drains, supply lines, poles, antennae, posts and utility lines and facilities installed for common use, but not within any Building.

ARTICLE IV

DESCRIPTION OF BUILDING LIMITED COMMON ELEMENTS

The Building – Limited Common Elements shall consist of the footings, foundations, roofs, main walls and all other supports and structural parts of a Building, the entrance lobby, exits, common hallways and staircases, elevator, the parking level, garage overhead and service doors, storage areas for the exclusive use of the Association, drains, heating and/or air conditioning system for entrance lobby and all other portion of and improvements, fixtures, equipment, systems and facilities located in or on a Building except in or on the individual Units contained therein and the Unit – Limited Common Elements described below. The Building – Limited Common Elements are primarily used by the owners or occupants of the Units in the particular Building to which they are appurtenant.

ARTICLE V

DESCRIPTION OF UNIT – LIMITED COMMON ELEMENTS

The Unit – Limited Common Elements appurtenant to a Unit shall consist of the following:

- a. The outside patio (as to Units on first floor of a Building) or balcony (as to Units on the upper floors of a Building) immediately adjacent and appurtenant to each Unit to which it has access by a patio door or window from the Unit, the exclusive use of which is reserved for the owner or occupant of such Unit;
- b. One (1) separate mailbox assigned to each Unit in the entrance lobby of a Building;
- c. One (1) storage locker identified by the same number as the Unit and assigned to that Unit;
- d. One (1) indoor parking space identified by the same number as the Unit and assigned to that Unit ; and
- e. Any additional lettered parking spaces and storage lockers or storage lockers designated 401–405 and B, which may have been conveyed to the owner of the Unit.

The horizontal boundaries of each indoor parking space shall be the upper surface of the pavement of such parking spaces and the lower surface of the ceiling or structural components affixed to the ceiling of the parking structures. The vertical boundaries of each indoor parking space shall be the planes perpendicular to the pavement and running through the boundaries of the spaces as shown on Exhibit D attached to the original Declaration.

See Article X for restrictions on selling and leasing of Unit-Limited Common Elements.

ARTICLE VI

PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS

The ownership of each Unit shall include an undivided interest in the Common Elements as follows:

- a. Each Unit owner shall own 1/223rd or 0.4484% undivided interest in the General Common Elements;
- b. Each Unit owner in Building A shall own 1/40th or 2.5% undivided interest in the Building – Limited Common Elements appurtenant to Building A;
- c. Each Unit owner in Building B shall own 1/43rd or 2.3256% undivided interest in the Building – Limited Common Elements appurtenant to Building B;
- d. Each Unit owner in Building C shall own 1/45th or 2.22% undivided interest in the Building – Limited Common Elements appurtenant to Building C;
- e. Each Unit owner in Building D shall own 1/64th or 1.56% undivided interest in the Building – Limited Common Elements appurtenant to Building D; and
- f. Each Unit owner in Building E shall own 1/31st or 3.23% undivided interest in the Building – Limited Common Elements appurtenant to Building E;

The common surpluses and expenses of the Condominium relating to General Common Elements and Building – Limited Common Elements shall be established and shared among the owners of all Units according to the percentage of their undivided interest in the General Common Elements, as expressed above.

All common surpluses of the Condominium as aforesaid for each fiscal year of the Association shall be credited to the reserves or replacement funds for common expenses of the Condominium for the next succeeding fiscal year or years in accordance with the percentage of undivided interest of each Unit owner in the Common Elements as aforesaid.

ARTICLE VII

ASSOCIATION OF UNIT OWNERS

The Condominium shall be administered and operated by a non-stock corporation known as Eastwood Owner's Association, Inc. (the "Association"), organized under Chapter 181 of the Wisconsin Statutes and the Act, and shall be administered and operated in accordance with the By-Laws ("By-Laws") and the Rules and Regulations ("Rules and Regulations") of the Association. The affairs of the Association shall be managed by a Board of Directors (the "Board of Directors"),

consisting of such number of persons as provided in the By-Laws. Each owner of a Unit shall be a member of the Association and entitled to one vote for each Unit owned. Membership shall terminate concurrently with ownership. The powers and duties of the Association shall include those set forth in this Declaration, the Articles of Incorporation and By-Laws of the Association and the Statutes of the State of Wisconsin.

ARTICLE VIII

MAINTENANCE, ALTERATION AND IMPROVEMENT OF CONDOMINIUM

Responsibility for maintenance of the Condominium and restrictions upon the alteration and improvement thereof are as follows:

A. The owner of each Unit shall: (a) maintain in good condition and repair and replace all of the components or installations within or appertaining to the Unit, including but not limited to, all utility lines and installations serving that Unit only, the heating and individual air conditioning system for the Unit, inter-communication operating panel, locker, fixtures, appliances, equipment, water heaters, interior walls (including drywall), partitions, floor coverings, ceilings, windows, window frames and doors, including all glass and locks in windows and doors; (b) paint and decorate the interior of the perimeter walls and all walls and surface areas within the Unit; (c) keep the balcony or patio appurtenant to the Unit in a clean and neat condition, clear of snow, ice and water, (d) keep and maintain in good and orderly condition the portion of the Unit – Limited Common Elements appurtenant to the Unit, including the inside parking space or spaces appurtenant to the Unit; and (e) repair and replace any portion of the Common Elements damaged through the fault or negligence of such owner or the fault or negligence of (i) with respect to any of the Residential Units, such owner's family, guests or invitees or any other occupants of the Unit or (ii) with respect to the Professional Office Unit, the owner's employees, patients, clients, guests, invitees or any other occupants of the Unit. A Unit Owner must make any repairs that stem from a condition within the Unit that affects or could potentially affect neighboring Unit(s) or the Common Elements. If a Unit Owner fails to do so upon reasonable notice from the Association, the Association can perform the needed repairs and the total cost of the same can be assessed to the Unit Owner.

B. The Association shall maintain in good condition and repair, replace and operate all of the Common Elements, except as provided above.

C. An owner of a Unit shall make no changes within such Unit which will affect the structural soundness of the Building of which it is a part, which will be inconsistent with the building codes, or which will intrude into the Common Elements or another Unit without the prior written consent of the Association and shall promptly report to the Association any need for repairs, the responsibility for which is that of the Association. If an owner desires to make such a change and such change will result in an increase in the premium for the insurance required under Article XII hereof, then such owner shall be responsible for and shall pay such increase. If any owner of a unit desires to make a change or changes within his Unit which may affect the structural soundness of the Building of which it is a part or which will intrude into the Common Elements, such owner shall notify the Board of Directors in writing of his intention and desire to make such change or changes together with a copy of the final plans and specifications therefor and a copy of the building permit issued in connection therewith. The Board of Directors shall have a period of sixty (60) days from its

receipt of such written notice to object to such change or changes, in which event the Unit owner may not make such change or changes. The Board of Directors may give notice of objection pending a report from the insurance carrier regarding any increase in the premium as described above or pending receipt by the insurance carrier of such increase if the Board of Directors so elects.

D. An owner of a Unit shall in no case paint, decorate or alter the appearance of the Common Elements without the consent of the Board of Directors.

E. The Association shall not make or permit any alterations to the exterior of any Building or make any other substantial alterations or additions of a structural nature or otherwise to the Common Elements without the affirmative vote or written consent of the Board of Directors. In no case shall any such alterations or additions prejudice the rights of any owner of a Unit unless his written consent has been obtained.

F. An owner or resident of a Unit shall not utilize electric power from outlets in the storage locker or the garage outside the storage locker for any freezers, refrigerators, or any equipment or vehicle that uses electricity on a regular basis, unless such equipment or vehicle is separately connected to an electric meter for which the Unit owner has sole responsibility, the connection does not breach any of the other provisions of this Declaration, the connection is made in accordance with all applicable ordinances, statutes and regulations and the connection is inspected and approved by the Association. Notwithstanding the foregoing, an owner or resident may use such outlets from time to time on a temporary/short-term basis, i.e. to vacuum a vehicle or the storage locker.

ARTICLE IX

ASSESSMENTS

The manner of making and collection of assessments against the Unit owners for common expenses of the Condominium shall be pursuant to the By-Laws of the Association. Each Unit owner shall be liable for such fractional or percentage interest of the common expenses of the Condominium as is provided in Article VI.a hereof. Assessments and installments on such assessments shall be paid on or before ten (10) days after the date when such assessments and installments are due. Any assessment or installment not paid within ten (10) days of its due date shall be delinquent and the Unit owner shall be charged interest, as well as a late fee on the installment, as set forth in the By-Laws and/or Rules and Regulations. The interest shall be calculated from the date when the assessment or installment was first due until the date it is paid. All payments upon account shall be first applied to the interest, late fees, and attorney's fees if any, and then to the assessment payment first due. In the event of a default by a Unit owner in the payment of any assessment or installment thereon, the Association shall take appropriate measures as provided by law in accordance with the By-Laws and Rules and Regulations.

The lien for unpaid assessments provided in the Act shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. In any foreclosure of a lien for assessments, the owner of a Unit subject to a lien shall be required to pay a reasonable rental for the Unit, and the Association shall be entitled to the appointment of a receiver to collect the same.

New Owner Capital Reserve Contribution Fee. Each time ownership of a Unit and/or a Limited Common Element is transferred from one party to another, in whole or in part, including by purchase, sale, foreclosure, tax foreclosure, land contract or the taking of a deed in lieu of foreclosure, the transferee of the Unit and/or Limited Common Element shall pay a capital reserve contribution fee to the Association in an amount equal to three tenths of one percent (3/10%) of the purchase price of the Unit and/or Limited Common Element. The fee payment shall be non-refundable, shall be made to the Association at closing (or in any event, concurrent with the transfer) and shall be deposited by the Association into the reserve fund. Notwithstanding anything herein to the contrary, the following transfers are exempt from paying the fee:

- a. When the transfer is to or from a trust where the sole beneficiary is the donor and Owner, or to or from an LLC where the Owner is the controlling manager/member, and no funds are exchanged on the transfer;
- b. When the transfer is solely between a husband and wife;
- 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; and
- e. When the transfer is by a current Unit Owner who is concurrently purchasing another Unit within the Association.

ARTICLE X

RESTRICTIONS ON USE, OCCUPANCY AND TRANSFER

A. Restrictions on Use. Each Unit and every owner of a Unit shall be subject to the following restrictions, covenants and conditions with respect to use of the Unit and Common Element:

1. Each of the Residential Units shall be occupied and used only for private dwelling purposes and for no other purposes. No trade or business shall be carried on anywhere within the Condominium, except as otherwise provided herein, and except as otherwise provided in Article XV with respect to the Professional Office Unit. A Unit occupant may operate an office out of his or her Unit, but only if he or she does not: (a) erect or maintain any type of a sign, billboard or any form of advertising material which will be visible from any of the Common Elements or from outside of the Condominium; (b) conduct a retail business out of his Unit by which a sale is actually consummated in the Unit; (c) conduct any type of business which will unreasonably burden any of the utility facilities which service the Condominium; (d) conduct any type of business which would cause any insurance policy carried by or paid for by the Association or any other Unit Owner to be canceled or any premiums under such policies to be increased; (e) conduct any type of business which is prohibited by any federal, state, county or local law, ordinance or regulation; (f) conduct a business that will cause traffic or pedestrian congestion or parking scarcity within the Condominium; and (g) conduct any type of activity which would be reasonably considered offensive or obnoxious to any other Unit Owner. This provision will apply only if the Unit also serves as the occupant's primary residence, and the Association must be informed of such intended use.

2. No animals, reptiles or birds shall be permitted anywhere on the Condominium, except as otherwise permitted or mandated by law. If any animal, reptile, or bird shall be so kept, the Association may assess fines as set forth in the Rules and Regulations.

3. No owner shall cause or permit the Common Elements, except the Unit – Limited Common Elements, to be so used as to deny to other owners the full use of such portion of the Common Elements. Accordingly, there shall be no obstruction of any Common Elements. Entries, exits, common hallways and staircases, walks and drives shall be kept clean and orderly and free of personal objects. No vehicle shall occupy, park upon or otherwise block the access to or exit from an inside parking stall or the approach thereto.

4. The unreasonable or unsightly accumulation of waste, litter, excess or unused building materials or trash is prohibited, and garbage containers shall be situated only in designated locations. No materials shall be consumed by fire in incinerators, open fires, fireplaces or elsewhere.

5. No antennas or aerials shall be erected on any roof or any other portion of the General Common Elements, except any community antennas or cable receivers erected by the Association; provided, however, that no antennas for the use of less than all the Units in any Building shall be erected by the Association. No structure, trailer, tent, shack or barn, temporary or otherwise shall be placed or maintained on any portion of the Condominium.

6. The outdoor parking spaces are provided for guests, for service providers and venders, and for brief use by residents as a convenience, but not for use by owners or other residents to accommodate more than one vehicle for the Unit. As noted in Article X.B.2., indoor parking spaces and/or storage lockers may be available for lease from another owner.

7. Any supply lines, waste lines, pipes, wires, conduits or public utility lines running through a Unit which are utilized for or serve more than one Unit shall be considered Building- Limited Common Elements.

8. If any portion of the Common Elements encroaches upon a Unit, or any Unit encroaches upon the Common Elements or upon any other Unit, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If any Building is partially or totally destroyed, and then rebuilt, minor encroachments of parts of the Building – Limited Common Elements due to construction shall be permitted and a valid easement for such encroachments and the maintenance thereof shall exist from the owners of Units in such Building.

9. Each Unit shall be used only for such purposes and to such extent as will not overload or interfere with any Common Elements or the enjoyment thereof by the owners of other Units.

10. No nuisances shall be allowed on the Condominium nor shall any use or practice be allowed which is immoral or improper or offensive in the opinion of the Board of Directors, or in violation of the By-Laws or Rules and Regulations of the Association or which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Condominium by other Unit owners or occupants, including noxious odors, the use of

musical instruments, television, or radios at such times or in such volumes of sound as to be objectionable, or requires any alteration of or addition to any Common Elements.

11. No Unit owner or occupant shall commit or permit any violation of the policies of insurance taken out by the Board of Directors in accordance with the provisions of Article XII hereof, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (i) result in termination of any such policies, (ii) adversely affect the right of recovery thereunder, (iii) result in reputable insurance companies refusing to provide insurance as required or permitted by the provisions of Article XII hereof, or (iv) result in an increase in the insurance rate or premium unless, in the case of such increase, the Unit owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the policies of insurance taken out by the Board of Directors in accordance with the provisions of Article XII hereof, or with respect to any policy of insurance carried independently by any Unit owner in any Building as permitted by the provisions of Article XII hereof, shall be increased, or shall otherwise reflect the imposition of a higher rate than that applicable to the lowest-rated Unit of its class of use (Residential or Professional Office) in the same Building, by reason of anything that is done or kept in a particular Unit, or as a result of the failure of any Unit owner or any occupant of a Unit to comply with the requirements of the policies of insurance taken out by the Board of Directors, or as a result of the failure of any such Unit owner or occupant to comply with any of the other terms and provisions of this Declaration, the By-Laws or the Rules and Regulations, the Unit owner of that particular Unit shall reimburse the Association and such other Unit owners respectively for the resulting additional premiums which shall be payable by the Association or such other Unit owners, as the case may be. The amount of any such reimbursement due the Association may without prejudice to any other remedy of the Association be enforced by assessing the same to that particular Unit pursuant to the By-Laws.

12. No unlawful use may be made of the Condominium or any part thereof, and all valid laws, orders, rules and regulations of all governmental agencies having jurisdiction thereof (collectively "Legal Requirements") shall be strictly complied with. Compliance with any Legal Requirements shall be accomplished by and at the sole expense of the Unit owner or owners, or the Board of Directors, as the case may be, whichever shall have the obligation under this Declaration to maintain and repair the portion of the Condominium affected by any such Legal Requirements. Each Unit owner shall give prompt notice to the Board of Directors of any written notice it receives of the violation of any Legal Requirements affecting its Unit or the Condominium. Notwithstanding the foregoing provisions, any Unit owner may, at its expense, defer compliance with and contest, by appropriate proceedings prosecuted diligently and in good faith, the validity or applicability of any Legal Requirements affecting any portion of the Condominium which such Unit owner is obligated to maintain and repair, and the Board of Directors shall cooperate with such Unit owner in such proceedings, provided that:

- a. Such Unit owner shall pay and shall defend, save harmless, and indemnify the Board of Directors, the Association and each other Unit owner against all liability, loss or damage which any of them respectively shall suffer by reason of such contest and any noncompliance with such Legal Requirements, including reasonable attorney's fees and other expenses reasonably incurred; and

- b. Such Unit owner shall keep the Board of Directors advised as to the status of such proceedings. (The foregoing conditions specified in (i) and (ii) above hereinafter collectively called the “Conditions as to Contest”).

Such Unit owner need not comply with any Legal Requirements so long as it shall be so contesting the validity or applicability thereof, provided that (i) noncompliance shall not create a dangerous condition or constitute a crime or an offense punishable by fine or imprisonment, and (ii) no part of the Building of which the Unit involved is a part shall be subject to being condemned or vacated by reason of noncompliance or otherwise by reason of such contest (the foregoing conditions specified in (i) and (ii) of this sentence are hereinafter called the “Conditions as to Deferral of Compliance”). The Board of Directors may also contest any Legal Requirements without being subject to the Conditions as to Contest and may also defer compliance with any Legal Requirements, but only subject to the Conditions as to Deferral of Compliance. The costs and expenses of any contest by the Board of Directors shall be a common expense.

B. Restrictions on Occupancy and Transfer. Each Unit and every owner of a Unit shall be subject to the following restrictions, covenants and conditions with respect to occupancy and transfer:

1. **Leasing of Units.** No rooms in any Unit may be rented, and no transient tenants may be accommodated. No Unit owner may subdivide his Unit. No Unit Owner may rent all nor part of his Unit on a short term basis using such services as Airbnb, VRBO, and the like. Only twenty-two (22) Residential Units in total 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 (the “Owner Occupancy Requirement”). The unit owner’s immediate family members may occupy the unit and still be in compliance with the Owner Occupancy Requirement, and such occupancy would not affect the Leasing Limit. Immediate family members are herein defined as a parent, child, spouse, sibling, grandparent, or grandchild, by blood, adoption, marriage, or registered domestic partner and shall include half and step relatives.

An exception to the Leasing Limit and Owner Occupancy Requirement is granted to the Units being rented at the time of this Amendment. There are 17 Units currently rented as of the date of this Amendment, which shall be counted as within the total of 22 allowed rental Units (the “Grandfathered Units”).

This means that at the time this Amendment is adopted, there are only five (5) additional Units that may be leased within the Leasing Limit discussed above. When any of the Grandfathered Units is sold, conveyed, or title otherwise transferred following the adoption of this Amendment, 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.

Special Hardship Exception: The Board of Directors shall have the authority to waive the requirements of this section and allow additional Units to be leased upon request of a Unit Owner if it determines 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 a unit pursuant to this hardship exception, an application for an exception must be in writing to the Board and give the reasons for requesting the exception. The Board shall convene a meeting within 30 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 appear. The Board shall make a decision as to whether or not to grant the hardship exception within seven (7) days of said meeting and the reasons shall be briefly stated in writing. If the Board fails to issue a decision within seven (7) days, the exception request shall be deemed denied. The Board's decision shall be binding on the Association and the parties. The maximum length of any hardship exception is one (1) year.

For any lease, permitted or otherwise, the Unit Owner must comply with all of the following:

- a. The lease must be in writing;
- b. A copy of the lease and proof of the Unit Owner's liability insurance must be provided to the Board of Directors within seven (7) days of its execution;
- c. The lease must be for a minimum period of twelve (12) months for the first term – any renewal terms can be on a month-to-month basis with advance notice to the Board;
- d. The lease must be for the entire Unit;
- e. The lease must designate that the use of the premises is subject to the Declaration, the Bylaws, and the Rules and Regulations of the Association; and
- f. Every tenant is subject to the laws of Wisconsin governing landlord-tenant relations and regulations. If any Unit Owner (landlord) or tenant is in violation of any of the provisions of the Declaration or Bylaws, or both, including any Rules and Regulations, the Association may bring an action in its own name or that of Unit Owner, or both, to have the tenant evicted or recover damages, or both. The Association shall give the tenant and the Unit Owner written notice of the nature of the violation and have thirty (30) days from the mailing of the notice in which to cure the violation before the Association may file for eviction.

The Unit Owner (landlord) is ultimately responsible to the Association for the cost of any damages or fines for violation of rules. Units may not be subleased.

2. **Leasing of parking spaces and/or storage lockers.** An owner of a Unit may lease the use of a parking space and/or storage locker appurtenant to such Unit – designated by either number or letter as set forth in Article V above – but only to another owner or resident of a Unit in the Condominium. The Association must be notified of the lease and of its termination when that occurs. If the lessee of the parking space or storage locker ceases to be an owner or resident of the Condominium, any such lease or license is immediately terminated. The parking space or storage locker may not be sub-leased.

3. **Conveyance of Units.** When a Unit is sold, transferred, or otherwise conveyed to a new owner, the numbered parking space and storage locker assigned and appurtenant to it must be conveyed with the Unit. If additional parking spaces and storage lockers designated by letter or storage lockers 40–405 are appurtenant to the Unit, they would also be conveyed with the unit, but could be conveyed separately before conveyance of the Unit, as explained in Section 4 below. The Association must be notified of a Unit conveyance within seven (7) days of the conveyance.

4. **Conveyance of parking spaces and storage lockers.** The parking spaces and storage lockers numbered the same as a Unit and assigned to that unit may be conveyed only with the corresponding unit, and may not be conveyed separately from that unit. Parking spaces designated by a letter or letters and the corresponding storage lockers designated by the same letter or letters may be conveyed separately from the Unit. They may be conveyed only to the owner of another Eastwood Unit or to the Association, and the parking space and storage locker must be conveyed together. Any of the storage lockers numbered 40–405 and letter B may be conveyed separately from the Unit to which they are appurtenant, but only to the owner of another Eastwood Unit or to the Association. When any of these parking spaces and/or storage lockers is conveyed to the owner of another Unit, the Association must be notified of the conveyance when that occurs, and they become a part of the Unit-Limited Common Area of the new Unit. Any reassignment of the parking spaces and their corresponding storage lockers which are designated by number to correspond to the Unit to which they are appurtenant, or alteration of the letter or letters or numbers used to designate the other parking spaces and storage lockers, must be made through an amendment to this Declaration.

ARTICLE XI

RECONSTRUCTION AFTER LOSS

Reconstruction or repair in the event of fire, casualty or disaster shall be in accordance with the following:

A. In the event of fire, casualty or any other disaster affecting one or more of the Units in any Building or other improvements on or within the Condominium (the “damaged premises”), the damaged premises shall be reconstructed and repaired to current code requirements, unless otherwise determined in the manner hereinafter set forth. Reconstruction and repair as used herein shall mean restoring the damaged premises to substantially the same condition they were in prior to the fire, casualty or disaster. The Association shall undertake to cause such reconstruction and repair to be accomplished within a reasonable period of time.

B. If the insurance proceeds are insufficient to reconstruct or repair the damaged premises to current code requirements, then subject to paragraph 3 below the damaged premises shall be reconstructed and repaired by the Association with the insurance proceeds and owners of Units in the damaged premises shall be assessed for the deficiency in the same proportion as they would share in the partition Proceeds under paragraph 3 hereof if such paragraph had been effective, all as described in the formula in paragraph 3. The provisions of Article IX shall apply to all sums assessed for any deficiency.

C. Notwithstanding anything to the contrary contained in paragraph 2 above, if the insurance proceeds are insufficient to reconstruct or repair the damaged premises to current code requirements, then the Condominium shall be subject to an action for partition upon obtaining the written consent of the owners of at least seventy-five (75%) percent of the undivided interest in General Common Elements. For the purpose of determining the percentage in the preceding sentence, the undivided interest in the General Common Elements shall be deemed to consist of 223 part interests. If such approval is not obtained within ninety (90) days from the date of the fire, casualty or disaster, then no such action for partition shall be available under this paragraph 3 and the provisions of paragraph 2 above shall apply. In the case of partition, the net proceeds of sale together with any net proceeds of insurance (all of such net proceeds of sale and insurance hereinafter called the "Partition Proceeds") shall be considered as one fund and shall be divided among all Unit owners in the damaged premises in 'accordance with the following formula:

$$\frac{\text{Unit square footage} \times 100}{\text{Total square footage of all Units in the Damaged Premises}} = \frac{\text{Percentage of undivided interest in Partition Proceeds}}$$

The percentages expressed in this paragraph may be rounded in order to obtain a total of One Hundred (100%) Percent or a total which may be rounded to One Hundred (100%) Percent Unit purchasers, by accepting a Deed to a Unit, agree to be bound by such percentages. The Partition Proceeds shall be distributed in accordance with the priority of interests in each Unit.

D. Notwithstanding all the foregoing, in the event that two-thirds (2/3) or more of a Building and other improvements above foundation on the Condominium are destroyed, then the determination as to whether or not to reconstruct and repair shall be made by a vote taken of the members of the Association, including Unit Owners owning Units in other buildings, within ninety (90) days from the date of the fire, casualty or disaster, An affirmative vote of at least two-thirds (2/3) of the Unit Owners, including Unit Owners owning Units in other Buildings, voting in person or by proxy shall be required in order to reconstruct and repair the same. If the required number of Unit Owners do not vote in favor of reconstruction and repair within said ninety (90) day period, then the Condominium shall be subject to an action for partition in the same manner as is provided in paragraph 3 above.

ARTICLE XII

INSURANCE

The Board of Directors shall obtain and continue in effect insurance coverage on each Building and certain other improvements on or within the Condominium in an amount equal to the

maximum insurable replacement value with code upgrades, with an “agreed amount” and a “condominium replacement cost” endorsement, without deduction or allowance for depreciation, which amount shall be determined annually by a recognized appraiser or insurer as selected by the Board of Directors, affording protection against loss or damage by fire and such hazards covered by a standard extended coverage endorsement and such other risks or hazards as from time to time shall be customarily covered with respect to buildings similar in construction, location and use. Said insurance shall be for the benefits of the Association and the owners of Units and their mortgagees as their interests may appear, provided, however, all proceeds payable by reason of said insurance shall be paid to the Association as trustee for the owners of Units and their mortgagees for the express purpose of reconstruction and repair or as otherwise provided in Article XI hereof. The foregoing provisions of this Article are without prejudice to the right of any owner of a Unit to obtain individual Unit insurance; provided, however, that no owner of a Unit shall be entitled to exercise his right to maintain individual Unit insurance in such a way as to decrease the amount which the Association may realize as trustee under any insurance policy obtained by reason of the provisions of this Article. In addition to the insurance coverage that the Board of Directors shall obtain as provided above, the Board of Directors shall obtain public liability, insurance in such amounts and with such coverage as it may deem suitable under the circumstances and may obtain such other insurance as it shall determine from time to time to be desirable.

All insurance premiums for any insurance coverage obtained by the Board of Directors shall be a common expense of the Condominium in accordance with and as set forth in Article VI hereof, to be paid by assessments levied by the Association. The Association and each Unit owner hereby expressly waive any claim it or they may have against the other for any loss insured under any policy obtained by the Board of Directors, however caused, including such losses as may be due to negligence of such other party, its agents or employees. All such policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes either party from obtaining any such policy.

Notwithstanding anything to the contrary herein, the insurance coverage obtained by the Board of Directors as aforesaid shall include all structural parts of each Building, including structural parts which are within any Unit, and shall include fixtures within a Unit,; but said insurance shall exclude all personal property located within a Unit and shall exclude any liability coverage on a Unit owner, its guests, invitees, employees or any other occupants of such Unit, arising out of any and all occurrences and happenings within a Unit and/or relating in any way whatsoever to said personal property. It is the sole responsibility of each Unit owner to obtain such insurance coverages not included in the insurance coverage obtained by the Board of Directors.

Further, notwithstanding anything to the contrary herein, in the event of any insured loss, the Association’s deductible shall be considered a maintenance expense to be paid by the person or entity (including the Association) who would be responsible for such maintenance under the Condominium Documents, in the absence of insurance. If the loss is caused by more than one Unit or a Unit and the Common Elements, the deductible shall be equitably apportioned by the Board in its sole discretion among the parties suffering loss in proportion to the total cost of repair of insurable items. The amount due from any Unit owner for the deductible shall be an assessment and the Board’s decision on the allocation of the deductible shall be conclusive as long as the Board provided each interested party an opportunity to state its position prior to any apportionment. In determining the allocation of the deductible, the Board may take into account whether or not the

negligence of any person or entity contributed to the loss, even if the loss didn't originate from that unit (e.g. unit owner leaves window open in winter and common element pipe freezes) and may allocate the deductible based on any such negligence.

ARTICLE XIII

EASEMENTS

A. There exists a perpetual easement to the owners of the adjoining property to the east of the Condominium to construct, and repair or replace, a structure on the eastern-most undeveloped part of the Condominium for the purpose of shielding from view some of the parking area to be constructed under the surface of the eastern-most undeveloped part of the Condominium and on such adjoining property on the following conditions: (i) landscaping, including trees, shrubs and grass, may be placed on the upper surface of such structure in such manner as the Board of Directors shall direct except that trees and shrubs shall be subject to the prior approval of the owners of the adjoining property; (ii) the Association shall be given a perpetual easement to enter upon and use any part of the landscaped area of such structure which is over the adjoining property, all of which shall be treated for all purposes as though it were a part of the General Common Elements; (iii) the Association shall be responsible for maintenance of any landscaping or other improvements above the upper surface of the structure and the owners of the adjoining property shall be responsible for maintenance of the structure; and (iv) no occupant or owner of the adjoining property shall be entitled to use the landscaped area except for purposes of repair, and

B. There exists a perpetual easement to the Village of Shorewood to permit a storm sewer to extend beneath the surface of the Condominium from the north line thereof into the nearest reasonable connection with the storm sewer system of the Condominium and that portion of the storm sewer which is beneath the Condominium shall be constructed and maintained as a common expense of the Condominium, except that if any enlargement of the capacity of the Condominium's storm sewer system or other substantial alteration is made necessary as a result of the inflow from the Village, then the Village shall pay the costs therefore.

ARTICLE XIV

EXPANSION OF CONDOMINIUM

*Article deleted as no longer relevant, as the Expansion period is over.

ARTICLE XV

SPECIAL PROVISIONS RELATING TO THE PROFESSIONAL OFFICE UNIT

The Professional Office Unit shall be the sole and exclusive Professional Services office in Eastwood and its use is restricted to Professional Services as follows: The Professional Office Unit is not intended or designed for occupancy for residential purposes, except as provided herein. The Professional Office Unit shall not be used for any purpose other than for providing Professional Services and any activities which are incidental to such Professional Services. As used herein, the

term "Professional Services" is limited to the provision of dental or medical care and treatment or legal or accounting or engineering or architectural services, all in an office setting. Further, all such permitted Professional Services must be compatible with the high quality, first class, residential character of the Condominium and must receive the prior approval of the Board of Directors, which approval may be withheld, conditioned or granted, in each instance, in the sole and absolute discretion of the Board of Directors. Any such Professional Services conducted in the Professional Office Unit must not involve the Condominium or the Unit Owners in or subject the Condominium or the Unit Owners to any public controversy, notoriety or disturbance arising out of or related to the provision of such Professional Services. Any breach of the requirements for the provision of Professional Services will be deemed a breach and violation of this Declaration, as amended, and may be dealt with as provided in Article XVII hereof.

Additionally, any use and occupancy of the Professional Office Unit must receive the prior approval of the Village of Shorewood, Wisconsin. However, should the owner of the Professional Office Unit wish to convert the unit to residential or mixed residential and Professional Services office space, the owner shall make application to the Board of Directors, and the Board of Directors shall, in its sole and absolute discretion, determine whether or not to allow the proposed use conversion; provided, however, that any such proposed use conversion shall be subject to the approval of the Village of Shorewood. Any such approved conversion, which will not require a further amendment of this Declaration, shall be at the sole expense of the Unit owner and shall comply with all applicable laws, rules, regulations and codes of the State of Wisconsin, the Village of Shorewood and any other governmental authorities. A notice of any such conversion shall be recorded in the Office of the Register of Deeds for Milwaukee County, at the Unit owner's expense. Any such converted unit shall be subject to the special provisions, covenants and restrictions contained herein which apply to the appropriate class of Unit.

If the Professional Office Unit is used as a Professional Services office, then the owner thereof shall provide to the Association, at least annually, a certificate of insurance showing public liability coverage satisfactory to the Board of Directors in an amount set and adjusted by the Board from time to time.

If any governmental license or permit shall be required for the proper and lawful conduct of a Professional Services practice in the Professional Office Unit, the owner of the Professional Office Unit at its expense shall procure and maintain such license or permit, submit the same to inspection by the Board of Directors and comply with all the terms and conditions thereof. This provision shall include the initial use permit or zoning to be authorized by the Village of Shorewood, whichever is appropriate, for the use of the Professional Office Unit as a Professional Services office, the acquisition of which shall be the responsibility of the owner of the Professional Office Unit. All equipment installed in the Professional Office Unit shall be so designed, installed, maintained and used by the owner and occupant of such Unit, at the expense of such owner, as to comply with all applicable ordinances, statutes and regulations.

ARTICLE XVI

AMENDMENT OF DECLARATION

This Declaration may only be amended by the written consent of at least sixty-seven (67%) percent of the Unit owners, with the consent of those Unit Owners' first mortgage holders, if any, as may be required by the Act. Any amendment to this Declaration adopted from time to time shall be evidenced by an appropriate certification entitling the same to be recorded and shall not become effective until recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

ARTICLE XVII

REMEDIES FOR VIOLATION BY UNIT OWNER

If any Unit owner fails to comply with the Act, this Declaration or the By-Laws, such Unit owner shall be liable for damages caused by the failure, for injunctive relief, or both, by the Association or by any other Unit owner. In addition, the Association shall have the right to fine a Unit owner and/or the owner's tenant for such violations, in accordance with the Association's Rules and Regulations.

ARTICLE XVIII

SERVICE OF PROCESS

Service of process shall be made on Scott Welsh, Colliers International 833 E. Michigan Avenue, Suite 500 Milwaukee, Wisconsin 53202, as registered agent for Eastwood Owner's Association, Inc., or upon such other person or persons and at such other location or locations as may from time to time be designated by the Board of Directors and filed with the Wisconsin Department of Financial Institutions.

ARTICLE XIX

RIGHT OF ENTRY

The Association reserves the right of entry to each Unit by its agents or any person authorized by the Board of Directors to make installations, alterations or repairs, upon reasonable notice to the owner or occupant thereof; provided, however, that in case of emergency, entry of the Unit may be made immediately, whether the owner or occupant of the Unit is or is not present and without liability to the Association, the Board of Directors or their agents. Any damage or loss caused as a result of such entry shall be at the expense only of the Unit owner if, in the judgment of those authorizing the entry, such entry was for emergency purposes.

ARTICLE XX

CONSTRUCTION AND EFFECT

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

B. CAPTIONS. The captions and Article headings herein are intended only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions hereof.

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

This Amended and Restated Declaration complies with the requirements of the Declaration at Article XVI, 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 seventy five percent (75%) 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 in accordance with the above referenced statute.

Dated this 6th day of June, 2019.

EASTWOOD OWNERS ASSOCIATION, INC.

By: Mary Lou Zuege
MARY LOU ZUEGE, President

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

On this 6th day of June, 2019, before me came Mary Lou Zuege, known to be the individual and officer described in, and who executed the above conveyance, and acknowledged that she executed the same on behalf of Eastwood Owners Association, Inc., for the uses and purposes therein set forth.

BRIAN ROGGA
Notary Public, State of Wisconsin

Brian Rogga
Notary Public, Milwaukee County
State of Wisconsin
My commission: to permanent

EXHIBIT A

Legal Description

Units 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312 and 313, in Building A, Units 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327 and 328, in Building B, Units 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342 and 343, in Building C, Units 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364 and 365 in Building D, Units 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 366, 367, 368, 369, 370, 371, 372, 373, 374 and 375, in Building E, all in the Eastwood Condominium(s) created by a "Declaration of Condominium" recorded on December 28, 1979, in the Office of the Register of Deeds for Milwaukee County, Wisconsin, as Document No. 5374447, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the Village of Shorewood, Milwaukee County, Wisconsin.

EXHIBIT B

Tax Key Numbers

<u>Unit</u>	<u>Tax Key Number</u>
<u>Building A</u>	1818 East Shorewood Boulevard Shorewood, Wisconsin 53211
Unit 1818 - 100	276-0749-100
Unit 1818 - 101	276-0749-101
Unit 1818 - 102	276-0749-102
Unit 1818 - 103	276-0749-103
Unit 1818 - 104	276-0749-104
Unit 1818 - 105	276-0749-105
Unit 1818 - 106	276-0749-106
Unit 1818 - 107	276-0749-107
Unit 1818 - 108	276-0749-108
Unit 1818 - 109	276-0749-109
Unit 1818 - 110	276-0749-110
Unit 1818 - 111	276-0749-111
Unit 1818 - 112	276-0749-112
Unit 1818 - 113	276-0749-113
Unit 1818 - 201	276-0749-201
Unit 1818 - 202	276-0749-202
Unit 1818 - 203	276-0749-203
Unit 1818 - 204	276-0749-204
Unit 1818 - 205	276-0749-205
Unit 1818 - 206	276-0749-206
Unit 1818 - 207	276-0749-207
Unit 1818 - 208	276-0749-208
Unit 1818 - 209	276-0749-209
Unit 1818 - 210	276-0749-210
Unit 1818 - 211	276-0749-211
Unit 1818 - 212	276-0749-212
Unit 1818 - 213	276-0749-213
Unit 1818 - 301	276-0749-301
Unit 1818 - 302	276-0749-302
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Unit 1818 - 304	276-0749-304
Unit 1818 - 305	276-0749-305
Unit 1818 - 306	276-0749-306
Unit 1818 - 307	276-0749-307
Unit 1818 - 308	276-0749-308
Unit 1818 - 309	276-0749-309
Unit 1818 - 310	276-0749-310
Unit 1818 - 311	276-0749-311

Unit 1818 - 312	276-0749-312
Unit 1818 - 313	276-0749-313

Building B 3916 North Oakland Avenue
Shorewood, Wisconsin 53211

Unit 3916 - 114	276-0749-114
Unit 3916 - 115	276-0749-115
Unit 3916 - 116	276-0749-116
Unit 3916 - 117	276-0749-117
Unit 3916 - 118	276-0749-118
Unit 3916 - 119	276-0749-119
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Building C 3942 North Oakland Avenue
Shorewood, Wisconsin 53211

Unit 3942 - 129	276-0749-129
Unit 3942 - 130	276-0749-130
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Unit 3942 - 340	276-0749-340
Unit 3942 - 341	276-0749-341
Unit 3942 - 342	276-0749-342
Unit 3942 - 343	276-0749-343

Building D 1906 East Shorewood Boulevard
Shorewood, Wisconsin 53211

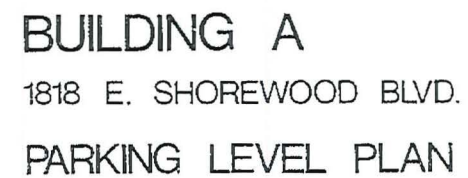
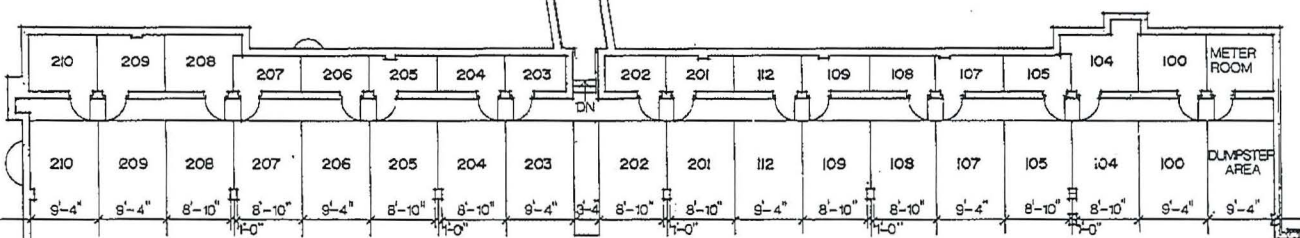
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Unit 1906 - 346	276-0752-346
Unit 1906 - 347	276-0752-347
Unit 1906 - 348	276-0752-348
Unit 1906 - 349	276-0752-349
Unit 1906 - 350	276-0752-350
Unit 1906 - 351	276-0752-351
Unit 1906 - 352	276-0752-352
Unit 1906 - 353	276-0752-353
Unit 1906 - 354	276-0752-354
Unit 1906 - 355	276-0752-355
Unit 1906 - 356	276-0752-356
Unit 1906 - 357	276-0752-357
Unit 1906 - 358	276-0752-358
Unit 1906 - 359	276-0752-359
Unit 1906 - 360	276-0752-360
Unit 1906 - 361	276-0752-361
Unit 1906 - 362	276-0752-362
Unit 1906 - 363	276-0752-363
Unit 1906 - 364	276-0752-364
Unit 1906 - 365	276-0752-365

Building E 3838 North Oakland Avenue
Shorewood, Wisconsin 53211

Unit 3838 - 166	276-0031-166
Unit 3838 - 167	276-0031-167
Unit 3838 - 168	276-0031-168
Unit 3838 - 169	276-0031-169
Unit 3838 - 170	276-0031-170
Unit 3838 - 171	276-0031-171
Unit 3838 - 172	276-0031-172
Unit 3838 - 173	276-0031-173
Unit 3838 - 174	276-0031-174
Unit 3838 - 175	276-0031-175
Unit 3838 - 176	276-0031-176 (3840 North Oakland Avenue)
Unit 3838 - 266	276-0031-266
Unit 3838 - 267	276-0031-267
Unit 3838 - 268	276-0031-268
Unit 3838 - 269	276-0031-269
Unit 3838 - 270	276-0031-270
Unit 3838 - 271	276-0031-271
Unit 3838 - 272	276-0031-272

Unit 3838 - 273	276-0031-273
Unit 3838 - 274	276-0031-274
Unit 3838 - 275	276-0031-275
Unit 3838 - 366	276-0031-366
Unit 3838 - 367	276-0031-367
Unit 3838 - 368	276-0031-368
Unit 3838 - 369	276-0031-369
Unit 3838 - 370	276-0031-370
Unit 3838 - 371	276-0031-371
Unit 3838 - 372	276-0031-372
Unit 3838 - 373	276-0031-373
Unit 3838 - 374	276-0031-374
Unit 3838 - 375	276-0031-375



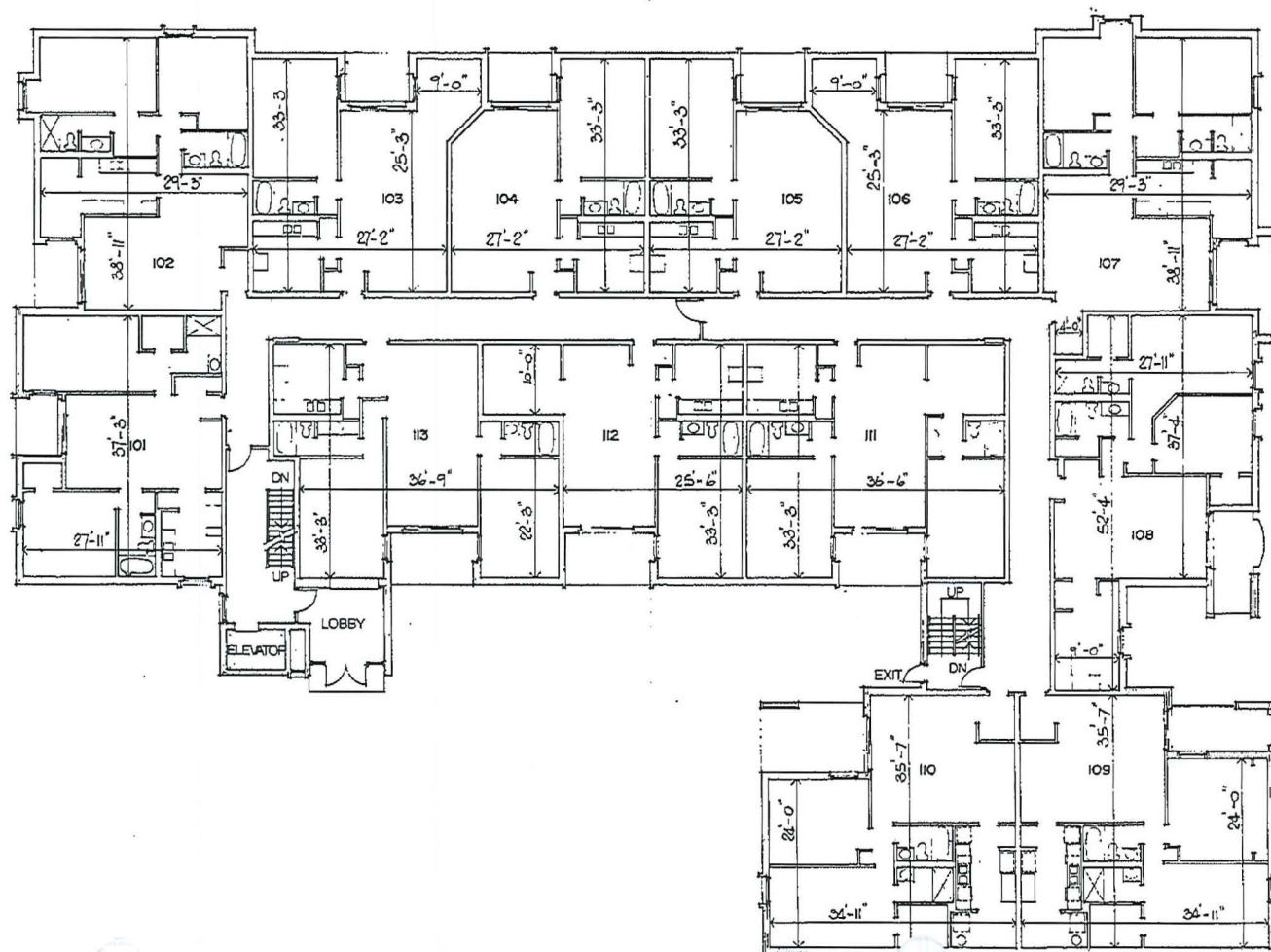
JOHN BARRON SHEPHERD, ARCHITECT A-2381

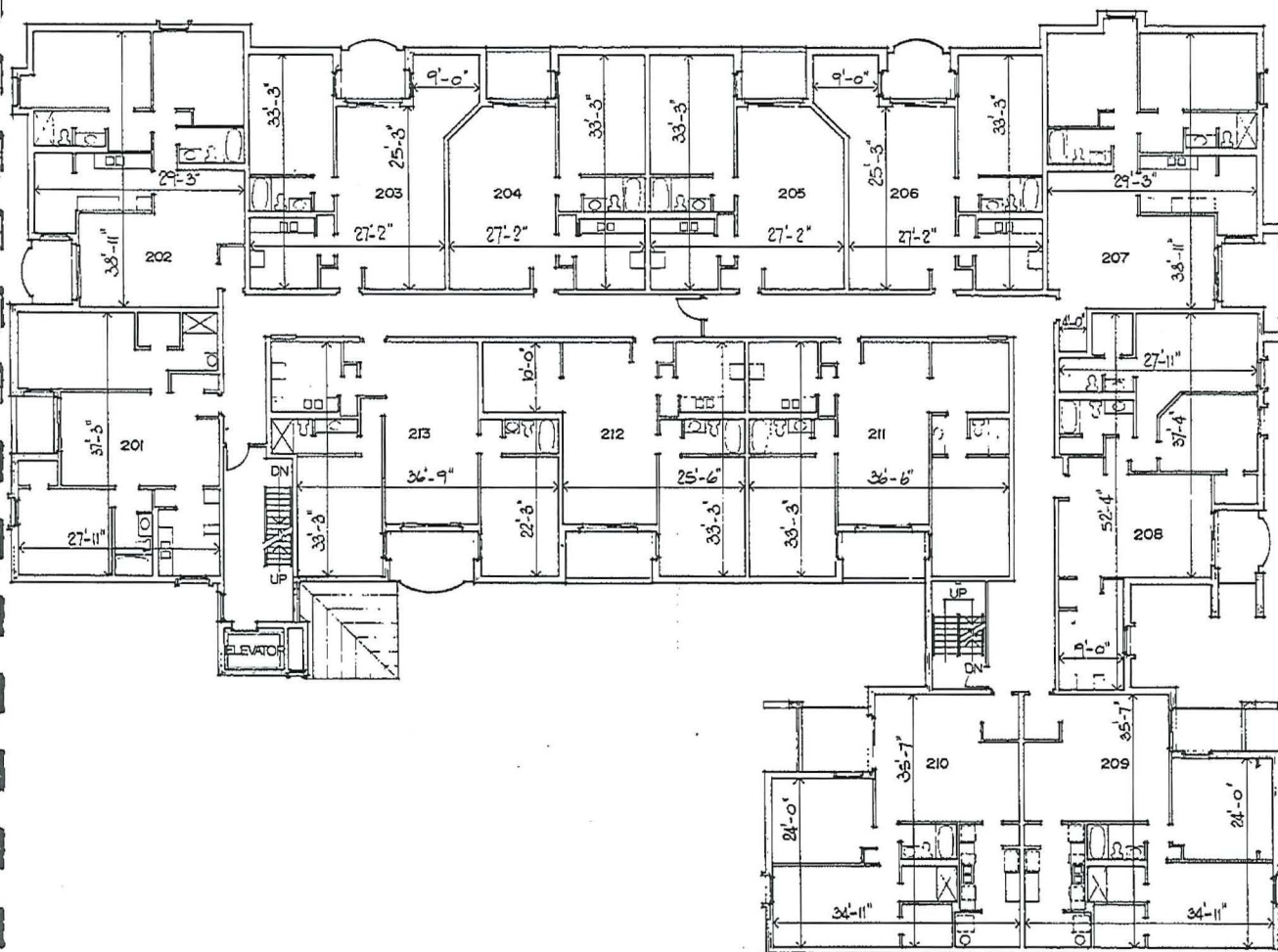
PAGE 16



EXHIBIT D-1

PAGE 17





BUILDING A

1818 E. SHOREWOOD BLVD.

SECOND FLOOR PLAN

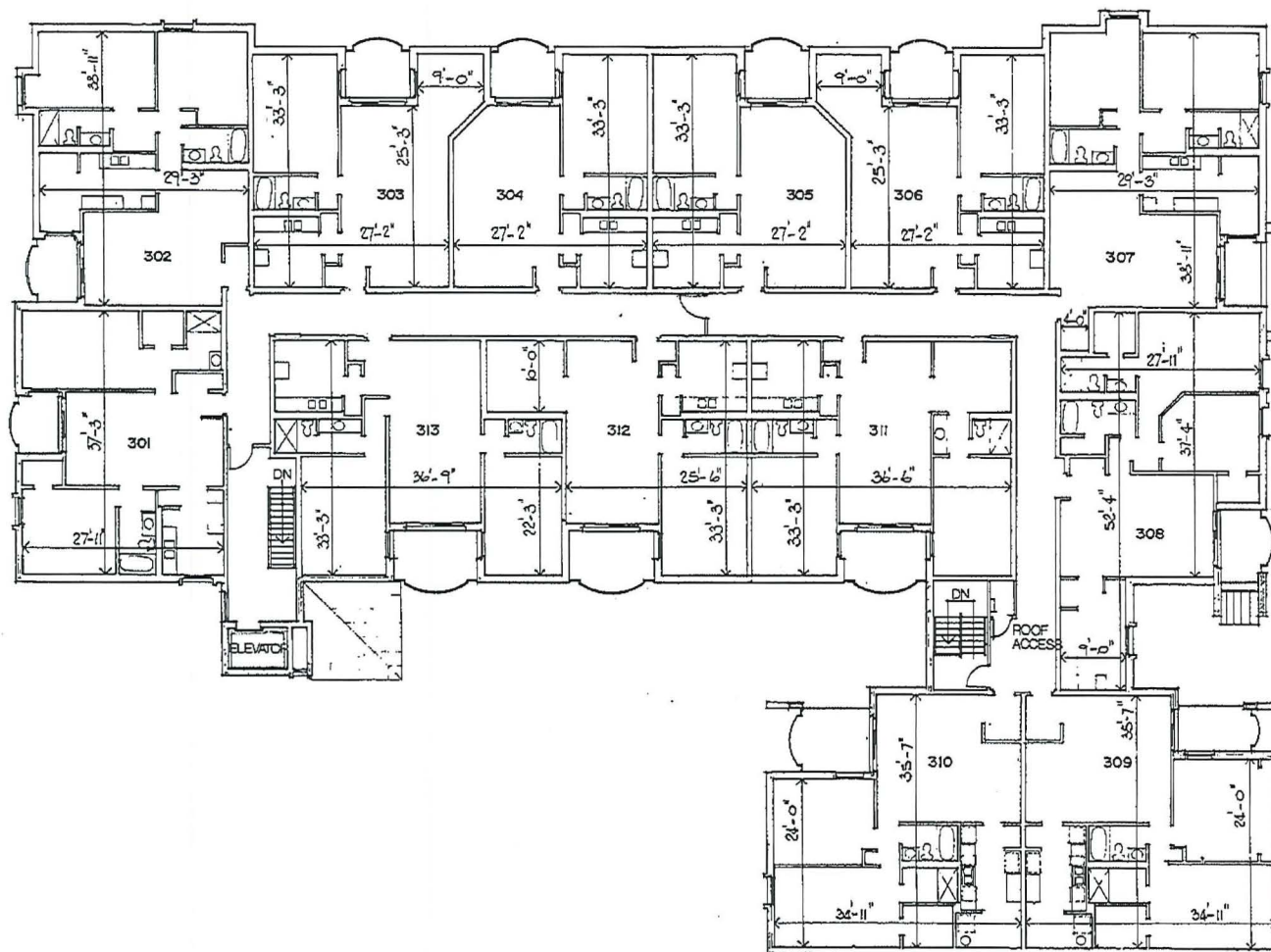
THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING AS FILED WITH THE WISCONSIN DEPARTMENT OF INDUSTRY LABOR & HUMAN RELATIONS AND THE VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN

John Barron Shepherd
JOHN BARRON SHEPHERD, ARCHITECT A-2381



EXHIBIT D-3

EXHIBIT D-4

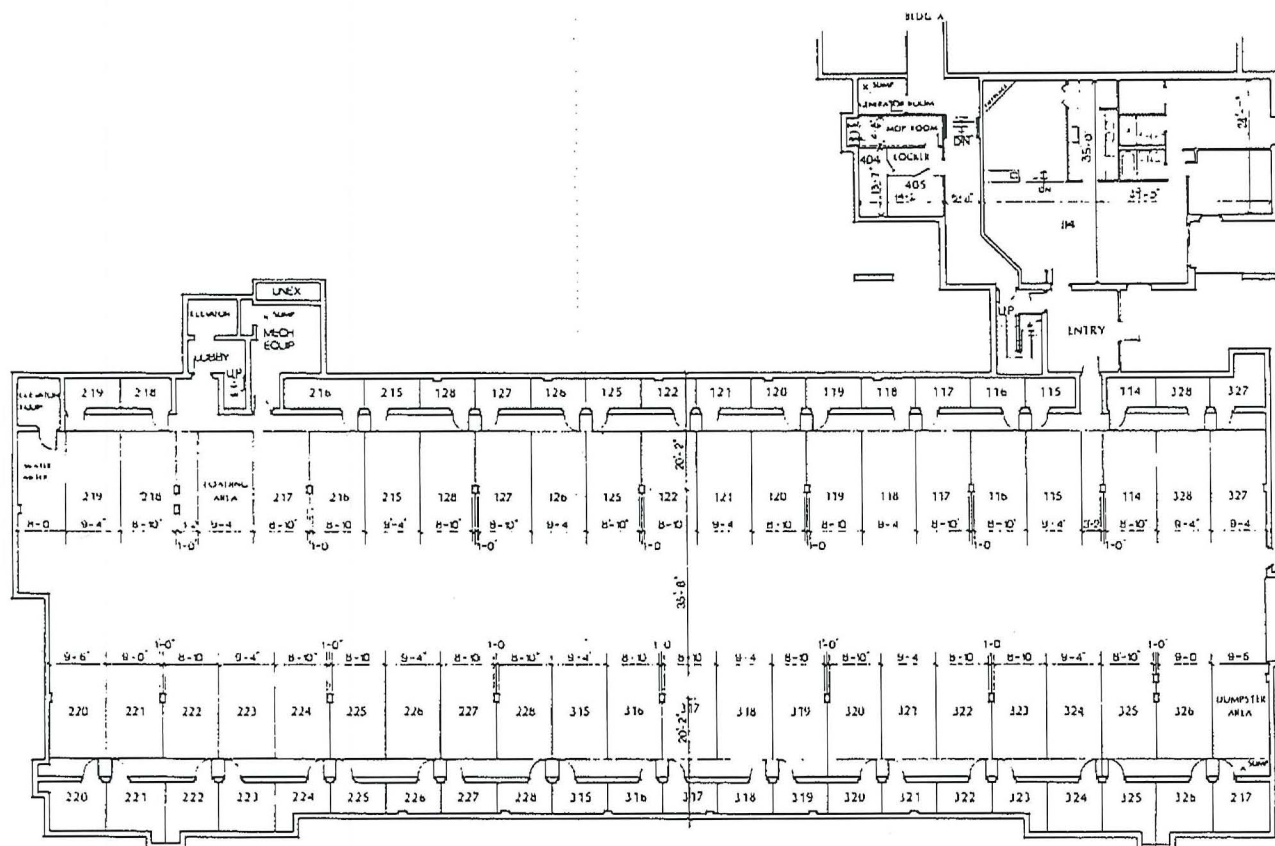


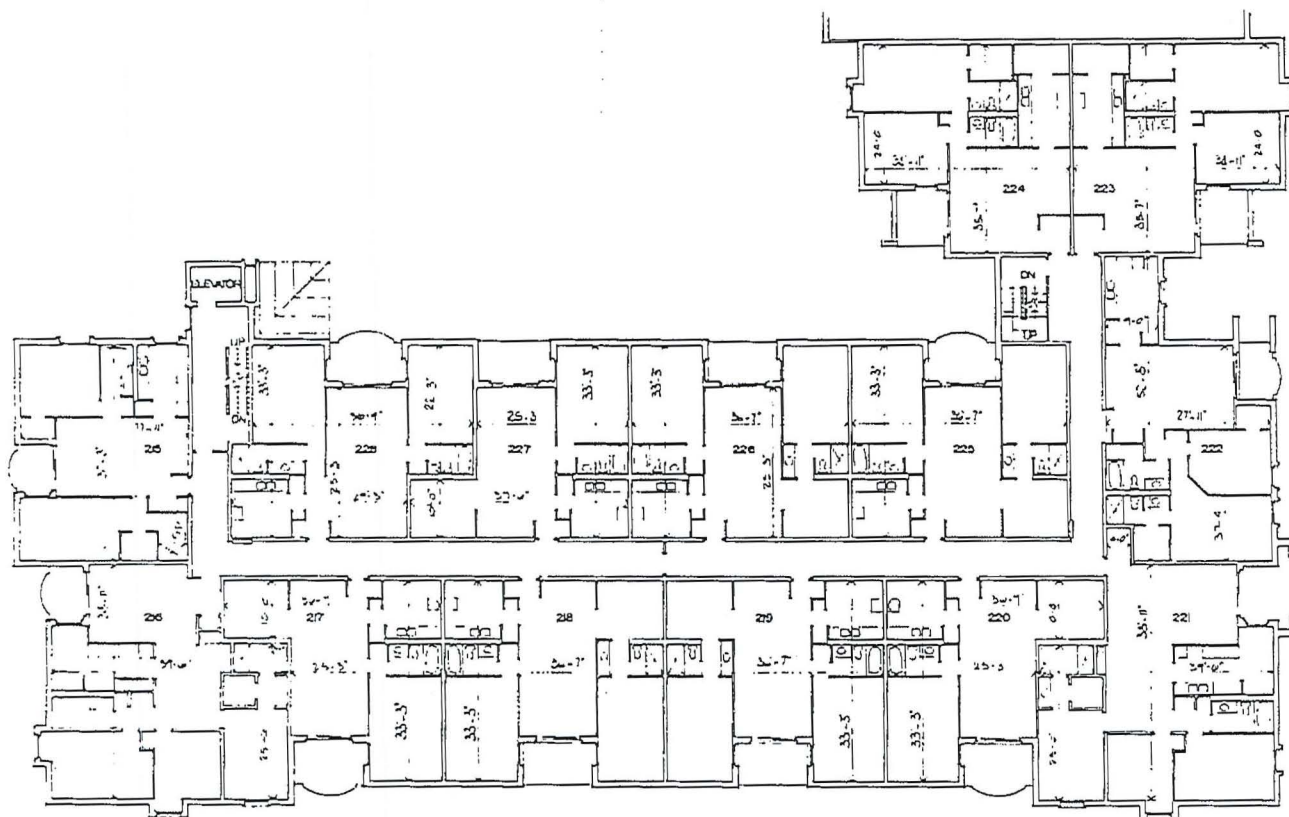
3816 N. OAKLAND AVE.

THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING AS FILED WITH THE WISCONSIN DEPARTMENT OF INDUSTRY LABOR & HUMAN RELATIONS AND THE VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN.

JOHN BARRON SHEPHERD, ARCHITECT A-238

EXHIBIT 5D-1





BUILDING B

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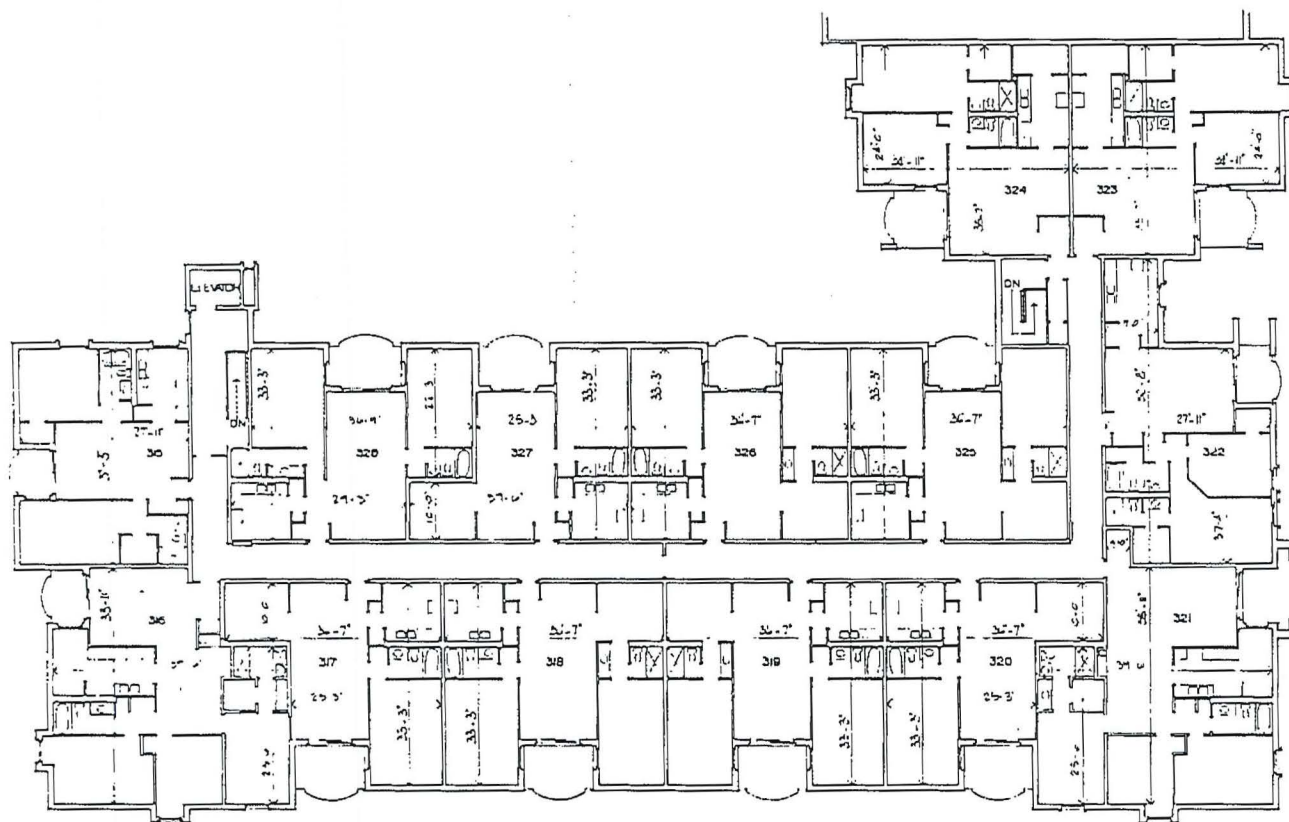
SECOND FLOOR PLAN

THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING AS FILED WITH THE WISCONSIN DEPARTMENT OF INDUSTRY LABOR & HUMAN RELATIONS AND THE VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN

John Barron Shepherd

JOHN BARRON SHEPHERD, ARCHITECT A 2381

EXHIBIT 5D-3



BUILDING B

3916 N. OAKLAND AVE.

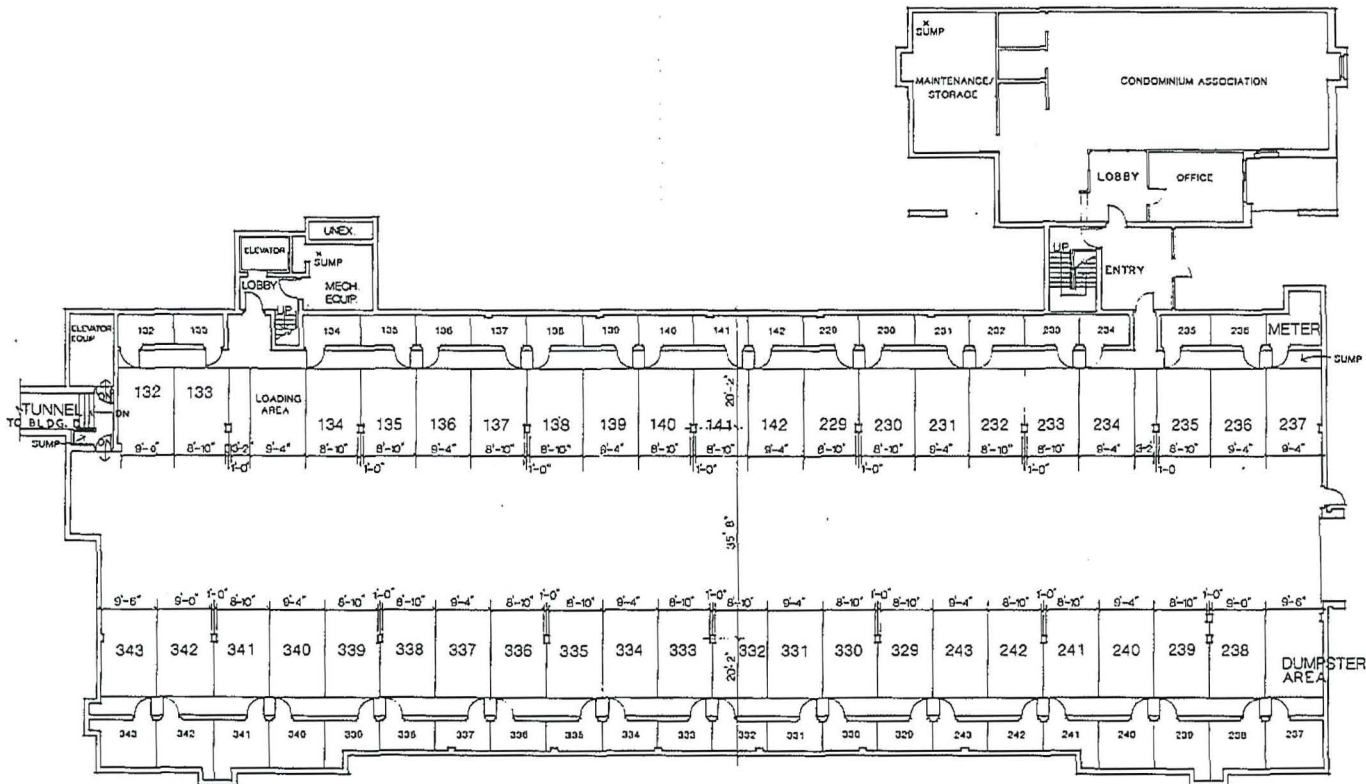
THIRD FLOOR PLAN

THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING AS FILED WITH THE WISCONSIN DEPARTMENT OF INDUSTRY LABOR & HUMAN RELATIONS AND THE VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN

John Barron Shepherd

JOHN BARRON SHEPHERD, ARCHITECT A-2300

EXHIBIT 5D-4



BUILDING C
 3942 N. OAKLAND AVE.
PARKING LEVEL PLAN

THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING AS FILED WITH THE WISCONSIN DEPARTMENT OF INDUSTRY LABOR & HUMAN RELATIONS AND THE VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN.

John Barron Shepherd
 JOHN BARRON SHEPHERD, ARCHITECT A-2381

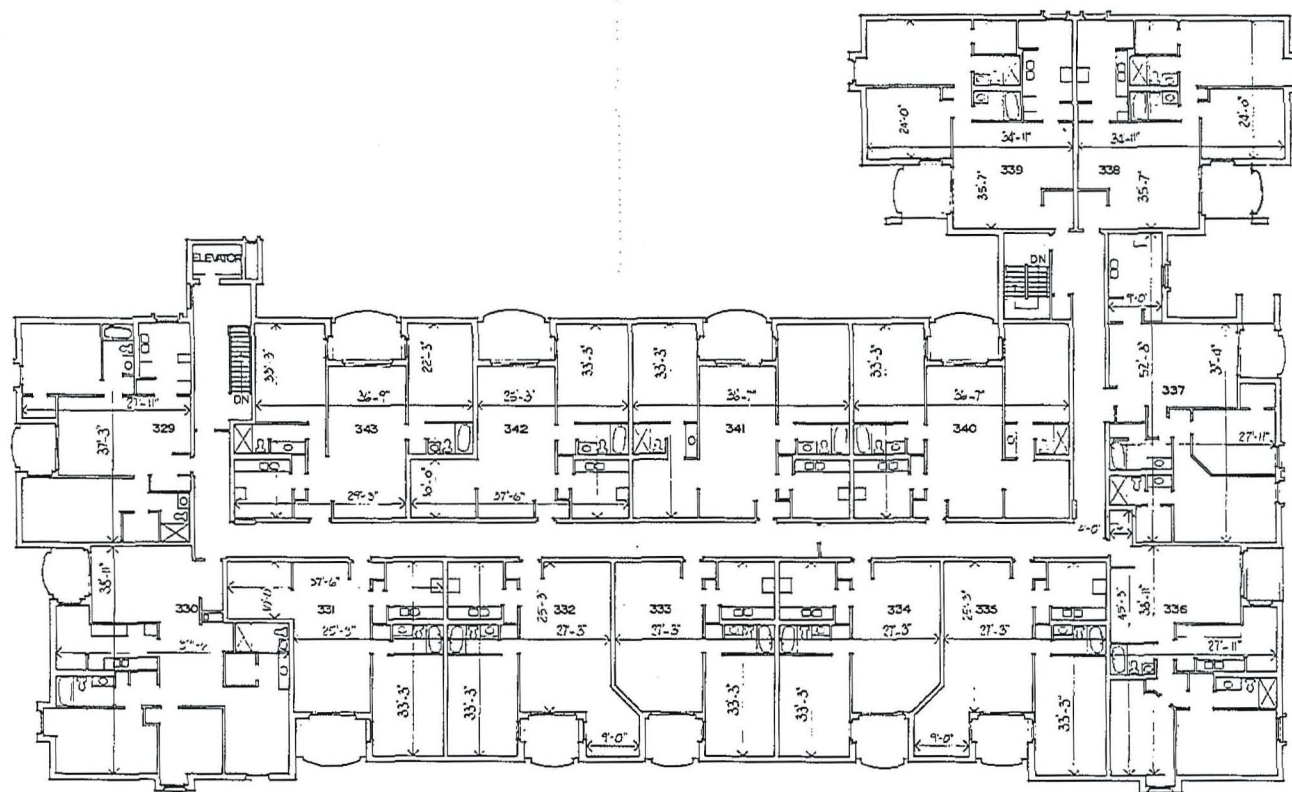
EXHIBIT 4D-1

This floor plan shows the second floor of the building. It features a central corridor system with multiple exits. Rooms are numbered 120 through 143. Key areas include:

- Room 120:** Located at the bottom left, with dimensions 33'-5" and 27'-3".
- Room 121:** Located at the bottom left, with dimensions 33'-5" and 27'-3".
- Room 122:** Located at the bottom left, with dimensions 33'-5" and 27'-3".
- Room 123:** Located at the bottom left, with dimensions 33'-5" and 27'-3".
- Room 124:** Located at the bottom left, with dimensions 33'-5" and 27'-3".
- Room 125:** Located at the bottom left, with dimensions 33'-5" and 27'-3".
- Room 126:** Located at the bottom left, with dimensions 33'-5" and 27'-3".
- Room 127:** Located at the bottom left, with dimensions 33'-5" and 27'-3".
- Room 128:** Located at the bottom left, with dimensions 33'-5" and 27'-3".
- Room 129:** Located at the bottom left, with dimensions 33'-5" and 27'-3".
- Room 130:** Located at the bottom left, with dimensions 33'-5" and 27'-3".
- Room 131:** Located at the bottom left, with dimensions 33'-5" and 27'-3".
- Room 132:** Located at the bottom left, with dimensions 33'-5" and 27'-3".
- Room 133:** Located at the bottom left, with dimensions 33'-5" and 27'-3".
- Room 134:** Located at the bottom left, with dimensions 33'-5" and 27'-3".
- Room 135:** Located at the bottom left, with dimensions 33'-5" and 27'-3".
- Room 136:** Located at the bottom left, with dimensions 33'-5" and 27'-3".
- Room 137:** Located at the bottom left, with dimensions 33'-5" and 27'-3".
- Room 138:** Located at the bottom left, with dimensions 33'-5" and 27'-3".
- Room 139:** Located at the bottom left, with dimensions 33'-5" and 27'-3".
- Room 140:** Located at the bottom left, with dimensions 33'-5" and 27'-3".
- Room 141:** Located at the bottom left, with dimensions 33'-5" and 27'-3".
- Room 142:** Located at the bottom left, with dimensions 33'-5" and 27'-3".
- Room 143:** Located at the bottom left, with dimensions 33'-5" and 27'-3".
- Lobby:** Located at the top left, with dimensions 33'-5" and 27'-3".
- Elevator:** Located at the top left, with dimensions 33'-5" and 27'-3".
- Exit:** Located at the top left, with dimensions 33'-5" and 27'-3".

JOHN BARRON SHEPHERD, ARCHITECT A

EXHIBIT 4D-2



BUILDING C

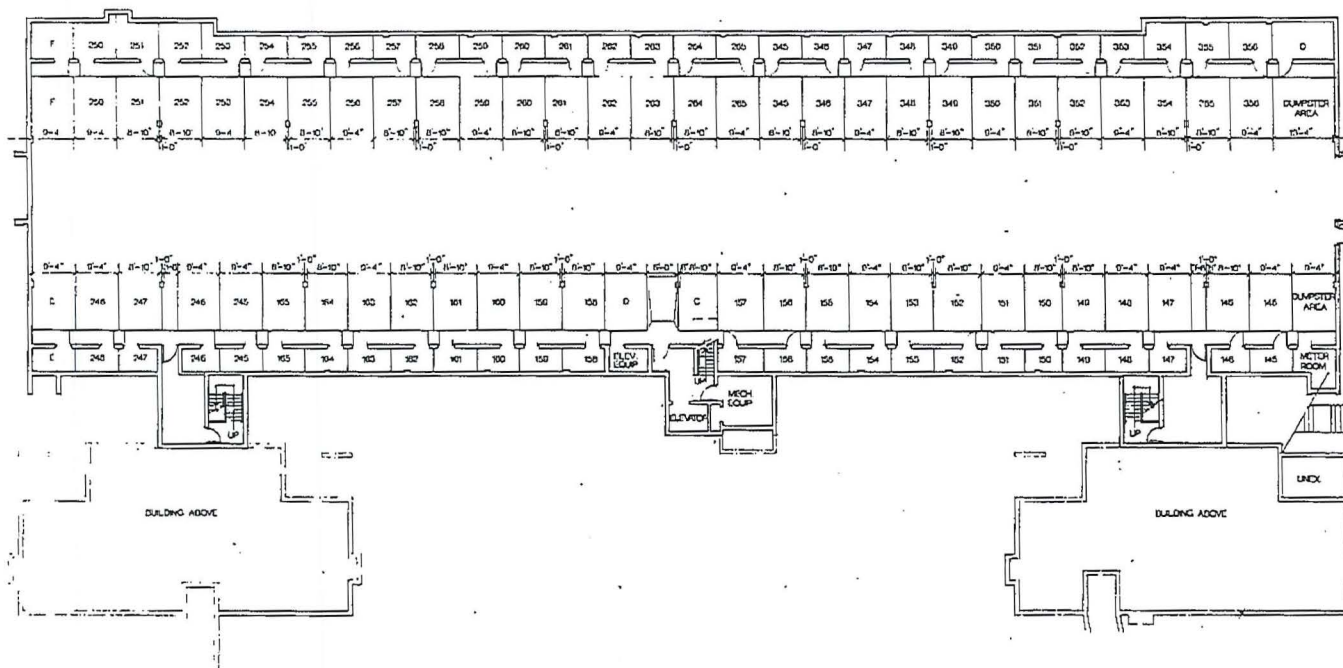
3942 N. OAKLAND AVE.

THIRD FLOOR PLAN

THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING AS FILED WITH THE WISCONSIN DEPARTMENT OF INDUSTRY LABOR & HUMAN RELATIONS AND THE VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN.

John Barron Shepherd
JOHN BARRON SHEPHERD, ARCHITECT A-23381

EXHIBIT 4D-4



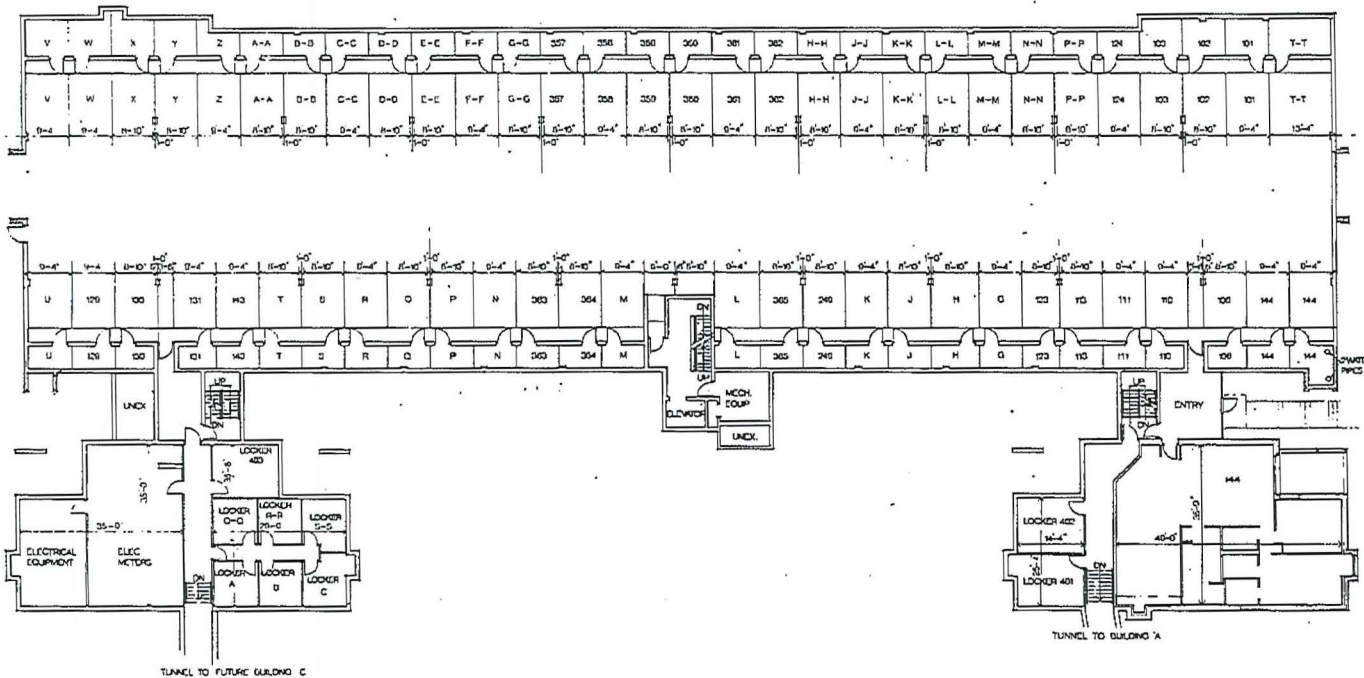
BUILDING D
1906 E. SHOREWOOD BLVD.
LOWER LEVEL
PARKING PLAN

THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING AS FILED WITH THE WISCONSIN DEPARTMENT OF INDUSTRY LABOR & HUMAN RELATIONS AND THE VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN.

John Barron Shephard
JOHN BARRON SHEPHERD, ARCHITECT A-238



EXHIBIT 3 D-1

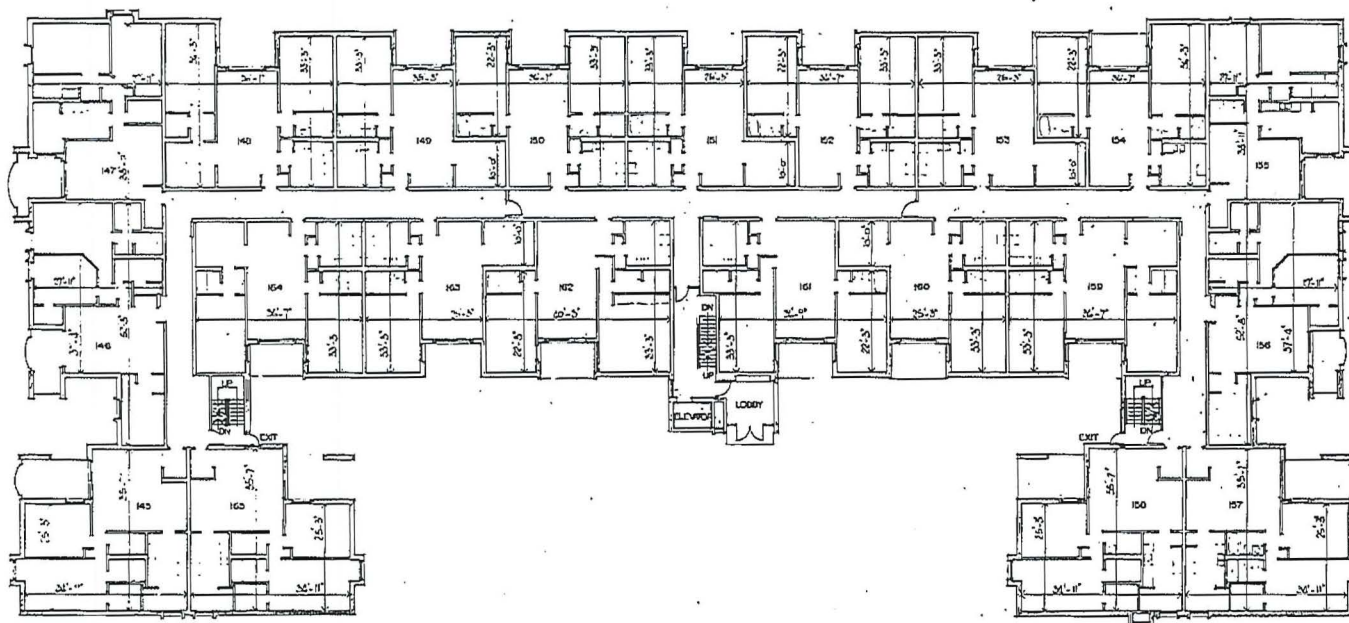


BUILDING D
1906 E. SHOREWOOD BLVD.
**UPPER LEVEL
PARKING PLAN**

THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE
REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING
AS FILED WITH THE WISCONSIN DEPARTMENT OF INDUSTRY
LABOR & HUMAN RELATIONS AND THE VILLAGE OF
CHESNABOOK, MILWAUKEE COUNTY, WISCONSIN.
John Barron Dierckx, Architect
JOHN BARRON DIERCKX, ARCHITECT A-2338



EXHIBIT 3 D-2



BUILDING D.
1906 E. SHOREWOOD BLVD.
FIRST FLOOR PLAN

THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE
REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING
AS FILED WITH THE WISCONSIN DEPARTMENT OF INDUSTRY
LABOR & HUMAN RELATIONS AND THE VILLAGE OF
SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN.

John Barron Chothard
JOHN BARRON CHOTHARD, ARCHITECT A-2301



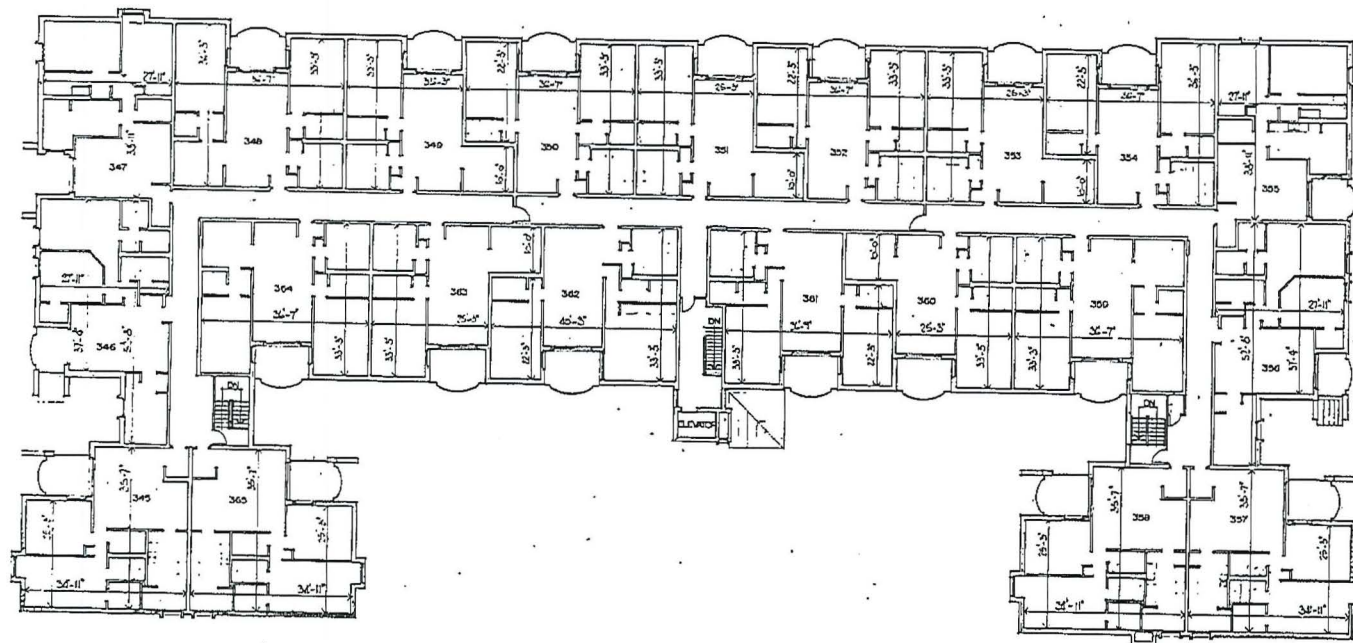
EXHIBIT 3 D-3

This is a detailed architectural floor plan of the second floor of a building. The plan is symmetrical, with a central corridor or open area flanked by rooms on both sides. The rooms are labeled with numbers and dimensions. The central part of the floor features a large open area, possibly a courtyard or a large hall, surrounded by smaller rooms. The plan is drawn in black lines on a white background.

Key features include:

- Central Corridor/Hall:** A wide central corridor or open area running horizontally across the middle of the floor.
- Rooms and Dimensions:** Numerous rooms are shown, many with dimensions such as 35'-5", 35'-7", 35'-8", 35'-9", 35'-10", 35'-11", 35'-12", 35'-13", 35'-14", 35'-15", 35'-16", 35'-17", 35'-18", 35'-19", 35'-20", 35'-21", 35'-22", 35'-23", 35'-24", 35'-25", 35'-26", 35'-27", 35'-28", 35'-29", 35'-30", 35'-31", 35'-32", 35'-33", 35'-34", 35'-35", 35'-36", 35'-37", 35'-38", 35'-39", 35'-40", 35'-41", 35'-42", 35'-43", 35'-44", 35'-45", 35'-46", 35'-47", 35'-48", 35'-49", 35'-50", 35'-51", 35'-52", 35'-53", 35'-54", 35'-55", 35'-56", 35'-57", 35'-58", 35'-59", 35'-60", 35'-61", 35'-62", 35'-63", 35'-64", 35'-65", 35'-66", 35'-67", 35'-68", 35'-69", 35'-70", 35'-71", 35'-72", 35'-73", 35'-74", 35'-75", 35'-76", 35'-77", 35'-78", 35'-79", 35'-80", 35'-81", 35'-82", 35'-83", 35'-84", 35'-85", 35'-86", 35'-87", 35'-88", 35'-89", 35'-90", 35'-91", 35'-92", 35'-93", 35'-94", 35'-95", 35'-96", 35'-97", 35'-98", 35'-99", 35'-100".
- Stairwells:** Several stairwells are indicated, showing the layout of the stairs.
- Entrances/Exits:** The plan shows the main entrances and exits of the building.
- Corridors:** A network of corridors connects the various rooms and stairwells.

EXHIBIT 3 D-4



BUILDING D
1906 E. SHOREWOOD BLVD.
THIRD FLOOR PLAN

THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE
REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING
AS FILED WITH THE WISCONSIN DEPARTMENT OF INDUSTRY
LABOR & HUMAN RELATIONS AND THE VILLAGE OF
SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN.

John Barron Shepherd
JOHN BARRON SHEPHERD, ARCHITECT A-2001



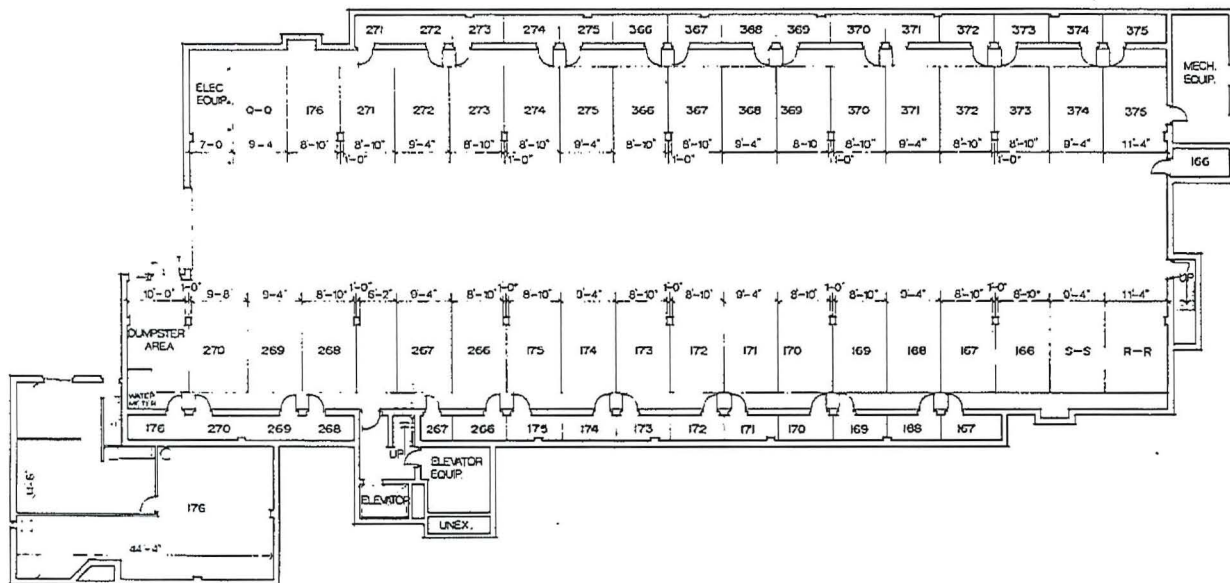
EXHIBIT 3 D-5

3838 N. OAKLAND AVENUE
3840 N. OAKLAND AVENUE
PARKING LEVEL PLAN

SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN.
John Barron Shepherd
 JOHN BARRON SHEPHERD, ARCHITECT "A-2381"



EXHIBIT 2 D-1



3838 N. OAKLAND AVENUE
3840 N. OAKLAND AVENUE
FIRST FLOOR PLAN

3838 N. OAKLAND AVENUE
3840 N. OAKLAND AVENUE
FIRST FLOOR PLAN

THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING AS FILED WITH THE WISCONSIN DEPARTMENT OF INDUSTRY LABOR & HUMAN RELATIONS AND THE VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN.

JOHN BARRON SHEPHERD, ARCHITECT A-2381

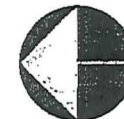
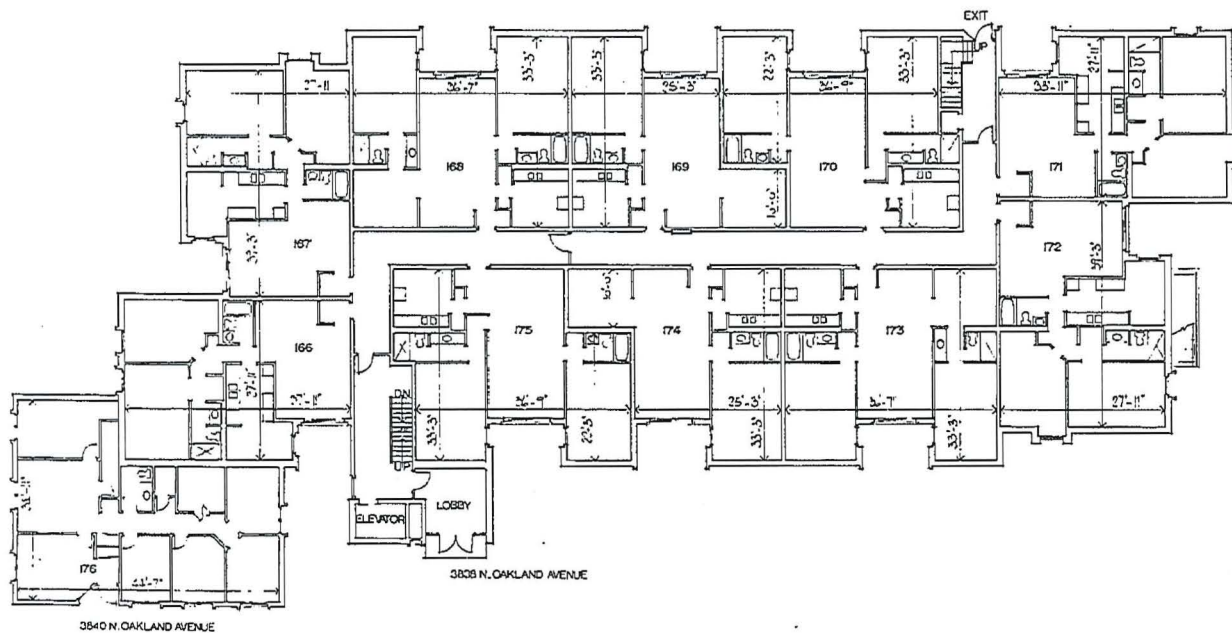
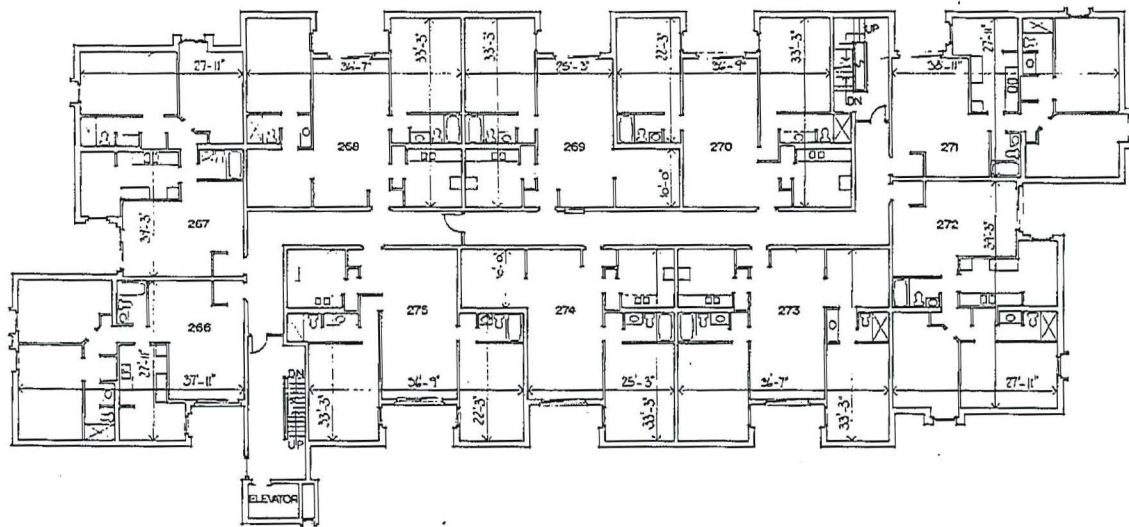


EXHIBIT 2 D-2





BUILDING E

3838 N. OAKLAND AVENUE
3840 N. OAKLAND AVENUE
SECOND FLOOR PLAN

THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING AS FILED WITH THE WISCONSIN DEPARTMENT OF INDUSTRY LABOR & HUMAN RELATIONS AND THE VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN.

John Barron Shepherd
JOHN BARRON SHEPHERD, ARCHITECT A-2381

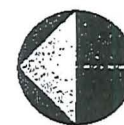


EXHIBIT 2 D-3

3838 N. OAKLAND AVENUE
3840 N. OAK AND AVENUE
THIRD FLOOR PLAN

3838 N. OAKLAND AVENUE
3840 N. OAK AND AVENUE
THIRD FLOOR PLAN

THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE
REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING
AS FILED WITH THE WISCONSIN DEPARTMENT OF INDUSTRY
LABOR & HUMAN RELATIONS AND THE VILLAGE OF
SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN.

JOHN BARRON SHEPHERD, ARCHITECT A-2384

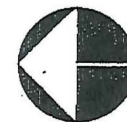


EXHIBIT 2 D-4