DISCLOSURE MATERIALS

FOR

KANE PLACE CONDOMINIUM ASSOCIATION, INC.

Property Address:
1704-1714 E. Kane Place
Milwaukee, WI 53202

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

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

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

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KANE PLACE CONDOMINIUM ASSOCIATION, INC.

1. **EXECUTIVE SUMMARY: The Executive Summary highlights for a buyer of a condominium unit essential information regarding the condominium. The Executive Summary begins on page A.**
2. **DECLARATION: The Declaration establishes and describes the condominium units and the common areas. The declaration begins on page B.**
3. **BY-LAWS: The By-Laws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The By-Laws begin on page C.**
4. **ARTICLES OF INCORPORATION: The operation of a condominium is governed by the association of which each unit owner is a member. Powers, duties and operation of an association are specified in its Articles of Incorporation. The Articles of Incorporation begin on page D.**
5. **MANAGEMENT OR EMPLOYMENT CONTRACTS: Certain services are provided to the condominium through contracts with individuals or private firms. These contracts begin on page E.**
6. **ANNUAL OPERATING BUDGET: The association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The Budget begins on page F.**
7. **FLOOR PLAN(S) AND MAP: The seller has provided a floor plan of the unit being offered for sale and a map of the condominium which shows the location of the unit you are considering all facilities and common areas which are part of the condominium. The floor plans can be found in the Declaration, which begins on page B.**
8. **RULES & REGULATIONS: The Rules & Regulations of the condominium are promulgated by the association. The Rules & Regulations begin on page G.**
9. **STATUTORY RESERVE ACCOUNT: The condominium does not have a Statutory Reserve Account.**

KANE PLACE CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION A

EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

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

Condominium Name: Kane Place Condominium

How is the condominium association managed?

- What is the name of the condominium association? Kane Place Condominium Association, Inc.
- What is the Association's mailing address: C/O Hunt Management, Inc., 10520 N. Baehr Road, Suite Q, Mequon, WI, 53092
- The association is managed:

  ☐ By the Unit Owners (self-managed).

  ☑ By a management agent or company.

  ☐ By the declarant (developer) or the declarant's management company.

- Person(s) to be contacted for more information about the condominium. Hunt Management, Inc.
- Address, phone number, and other contact information for the contact person. C/O Hunt Management, Inc., 10520 N Baehr Road, Suite Q, Mequon, WI 53092, Phone: 262-238-1480, Fax: 262-238-1485, Email: clientservices@huntmanagement.com
- For condominium document references regarding association governance and a condominium contact person, see Bylaws. Article VI. Section 1

What are the parking arrangements at this condominium?

- Number of parking spaces assigned to each unit? New Land Enterprises has provided Unit Owners of Kane Place the use of.16 covered parking spaces at 1920 N. Farwell Ave, at an additional cost to each owner.
- How many outside? 0

- How many inside? 1-2 depending on transaction [check all that apply]
  - ☐ Common element
  - ☐ Limited common element
  - ☒ Included as part of the unit
  - ☐ Separate nonvoting units
  - ☐ Depends on individual transaction

- Do I have to pay any extra parking fees (include separate maintenance charges, if any)?
  - ☐ No
  - ☒ Yes, in the amount of The cost for each parking space will never exceed the local parking ordinance rate
  - ☐ Other:
- Are parking assignments reserved or designated on the plat or in the condominium documents?
  - ☒ No The parking spaces are located at The Abbotsford, 1920 N. Farwell Avenue
  - ☐ Yes - Where?
- Are parking spaces assigned to a unit by deed?
  - ☒ No
  - ☐ Yes
- Can parking spaces be transferred between unit owners?
  - ☒ No
  - ☐ Yes
- What parking is available for visitors? Street parking
- What are the parking restrictions at this condominium? Unit owner may sublease his parking space pursuant to the terms stated in the Amendment to Declaration
- For specific information about the parking of this condominium, see Long Term Parking Agreement dated July 9, 2003

May I have any pets at this condominium?

- Are pets allowed: ☐ No ☒ Yes
- If yes, what kinds of pets are allowed? A domestic cat, single caged bird or a common small fish tank
- What are some of the major restrictions and limitations on pets? No more than two cats.
- For specific information about the condominium pet rules, see Bylaw Amendment, dated 10/25/2010

May I rent my condominium unit?

- Are unit rentals allowed? ☐ No ☒ Yes
- If yes, what are the major limitations and restrictions on unit rentals? Unit Owners may rent their units, provided that any leases are consistent with the Bylaws and that they are in the then current form of apartment lease recommended by the Wisconsin Real Estate Board. Any lease may not be modified, extended, amended or assigned and tenants may not sublet without the prior written consent of the Board of Directors. Units may not be leased for a period of less than 30 days.

- For specific information about renting units at this condominium, see Declaration, Article V, Section 2(a), (b) & (e); Bylaws, Article XII, Section 2; Rules & Regulations, No. 1

Does this condominium have any special amenities and features?

- Does this condominium have any special amenities and features? ☒ No ☐ Yes
- If yes, what are the major amenities and features? N/A
- Are unit owners obligated to join or make additional payments for any amenity associated with the condominium, such as an athletic club or golf course?
  ☒ No
  ☐ Yes - What is the cost? $_____
- For specific information about special amenities, see N/A

What are my maintenance and repair responsibilities for my unit?

- A Unit Owner must maintain and repair all interior surfaces of their Units, together with utility lines, mechanical equipment and fixtures which serve only their Unit; electrical fixtures and equipment which serve only their Unit, and such fixtures and equipment which are located within their Unit; and glass surfaces, screens, doors, windows, door and window hardware appurtenant to each Unit. Unit Owners are responsible for the expense of such maintenance, repairs and replacement.
- For specific information about unit maintenance and repairs, see Declaration, Article V, Section 10(b)

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

- Common elements maintenance, repair and replacement is performed as follows: By the Association
- How are repairs and replacements of the common elements funded?
  ☐ Unit owner assessments
  ☐ Reserve funds
  ☒ Both
  ☐ Other: _____
- For specific information about common element maintenance, repairs and replacements see Article V, Section 10 and Article VII, Section 1 of the Declaration
- How are repairs and replacements of the limited common elements funded?
  ☐ Unit owner assessments
  ☐ Reserve funds
  ☒ Both
  ☐ Other (*specify*): _____
- Limited common element maintenance, repairs and replacement is performed as follows: By the Association.

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

- For specific information about this condominium's reserve funds for repairs and replacements, see _____
- Reserve Account balance: $28,294.12, as of the date this Executive Summary was prepared.

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

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

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

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

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

- Describe the rules, restrictions and procedures for altering a unit: No alterations allowed which would jeopardize the soundness or safety of the property.
- Describe the rules, restrictions and procedures for enclosing limited common elements: Not allowed.
- For specific information about unit alterations and limited common element enclosures, see Declaration, Article V, Section 10

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

- Yes, Wisconsin law allows the unit owners to amend the condominium declaration, by laws and other condominium documents if the required votes are obtained. Some of these changes may alter your legal rights and responsibilities with regard to your condominium unit.
- For specific information about condominium document amendment procedures and requirements, see Declaration, Article XII, Section 4; Bylaws, article XIV

Other restrictions or features (optional): Window treatments: All windows must be covered by drapes which, when viewed from the outside, are white or off-white in color and when closed cover the whole window, or by blinds or other window treatments which when viewed from the outside are white or off-white in color. See Declaration, Article V, Section 5

Does the Association have the right of first purchase:

☒ No
☐ Yes

Does the Association charge a transfer fee:

☒ No
☐ Yes. If so, how much? _____

Does the Association charge a disclosure material fee:

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

Does the Association charge a payoff statement fee?

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

This Executive Summary was prepared on December 31, 2018 (insert date)
By: Attorney Lydia J. Chartre (state name and title or position).

*Note: A Statutory Reserve Account" is a specific type of reserve account established under Wis. Stat. § 703.163 to be used for the repair and replacement of the common elements in a residential condominium (optional for a small condominium with less than 13 units or a mixed-use condominium with residential and non-residential units). In a new condominium, the developer initially decides whether to have a statutory reserve account, but after the declarant control period ends, the association may opt-in or opt-out of a statutory reserve account with the written consent of a majority of the unit votes. Existing condominiums must establish a statutory reserve account by May 1, 2006 unless the association elects to not establish the account by the written consent of a majority of the unit votes. Condominiums may also have other reserve fund accounts used for the repair and replacement of the common elements that operate apart from §703.165.

KANE PLACE CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION B

DECLARATION

5467806

REGISTER'S OFFICE Milwaukee County, Wis. } ss
RECEIVED AT 8:55 AM
APR - 9 1981 1672 to 1695 incl
REEL 1367 IMAGE
REGISTER OF DEEDS

DECLARATION OF CONDOMINIUM OWNERSHIP

HALLARD MANOR CONDOMINIUM

1704 and 1714 East Kane
Milwaukee, Wisconsin

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RECORD 25.00

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DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND
CONDITIONS FOR WALLARD MANOR CONDOMINIUM
1704 and 1714 East Kane

THIS DECLARATION, made this 18th day of February, 1981, by WALLARD MANOR CONDOMINIUM, a General Partnership, (hereinafter referred to as the "DEVELOPER"),

WITNESSETH:

WHEREAS, the DEVELOPER is the owner in fee simple of certain real estate hereinafter described, in the City of Milwaukee, Milwaukee County, Wisconsin; and

WHEREAS, the DEVELOPER intends to, and does hereby submit and subject such real estate, together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto, to the provisions of the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes; and

WHEREAS, the DEVELOPER desires to establish certain rights, conditions, restrictions, covenants and easements in, over and upon said real estate for the benefit of DEVELOPER and all future owners of any part of said real estate, and any unit or units thereof or therein contained, and to provide for the harmonious, beneficial and proper use and conduct of the property and all units; and

WHEREAS, the DEVELOPER desires and intends that the several unit owners, mortgagees, occupants and other persons hereafter acquiring any interest in the property shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, conditions, restrictions, covenants and easements hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of the property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the property.

NOW, THEREFORE, the DEVELOPER, as the title holder of the real estate hereinabove referred to and described at greater length hereinafter, and for the purposes above set forth, DECLARES AS FOLLOWS:

ARTICLE I

DEFINITIONS AND
LEGAL DESCRIPTION OF LAND

Section 1. LEGAL DESCRIPTION OF LAND: The real estate which is hereby submitted and subjected to the provisions of the Condominium Ownership Act, Chapter 703, Wisconsin Statutes, is legally described as set forth on Exhibit A attached hereto and incorporated herein.

Said real estate and all improvements thereon and appurtenances thereto shall be known as WALLARD MANOR CONDOMINIUM.

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

Section 2. "Association" shall mean and refer to WALLARD MANOR CONDOMINIUM ASSOCIATION, INC., a corporation formed under the nonstock corporation statute, Chapter 181, Wisconsin Statutes, its successors and assigns.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Unit" shall mean and refer to a part of the property subject to the Declaration, consisting of a portion of a residential building having a separate front, rear and/or side entrance, enclosed rooms or areas occupying said building or a cubicle of air occupying said building and bounded along such boundaries as shown on the building and floor plans attached hereto as Exhibit B, together with all facilities and improvements therein contained, excluding the land underneath same.

Section 5. "Unit Number" shall mean the number, letter or combination thereof, identifying a Unit.

Section 6. "Common Elements" shall mean and refer, unless otherwise provided in this Declaration or amendments hereto, to the common areas and facilities consisting of the land and the entire premises described in Section I above, excepting the units and excepting and subject to any structures built or improvements installed by or for public utilities.

Section 7. "Limited Common Elements" shall mean those common elements identified herein as reserved for the exclusive use of one or more but less than all of the unit owners.

Section 8. "Developer" shall mean and refer to the Wallard Manor Condominium, a General Partnership, and its successors and assigns. The Developer may also be referred to as the Declarant.

Section 9. "Mortgage" shall mean any Mortgage or other security instrument by which a Unit or any part thereof is encumbered.

Section 10. "Mortgagee" shall mean any person named as the Mortgagee under any Mortgage under which the interest of any Owner is encumbered, or any land contract vendor of any Unit, or any successor to the interest of such person under such Mortgage or such land contract.

Section 11. "Majority" shall mean the condominium unit owners with more than fifty percent (50%) of the votes assigned to the units in this Declaration.

Section 12. "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity.

ARTICLE II

PROPERTY AND UNITS: SUBMISSION TO ACT

Section 1. SUBMISSION OF PROPERTY TO THE ACT: The DEVELOPER hereby submits the real estate described in Article I and all buildings and improvements constructed or to be constructed thereon to the provisions of said Condominium Ownership Act (the "act").

Section 2. CODE IDENTIFICATION: Each Unit shall be specifically designated by its unit letter as set forth in Exhibit B attached hereto and hereby made a part of this Declaration.

Every deed, lease, mortgage or other instrument may legally describe a unit by its identifying number and every such description shall be deemed good and sufficient for all purposes, as provided in the act.

Section 3. DESCRIPTION OF RESIDENTIAL BUILDING: The residential building on the real estate described in this Declaration is constructed principally of brick, has a tar and gravel roof, is three (3) stories in height and contains twelve (12) living units. The units are fully described in the exhibits attached hereto and made a part of this Declaration. The building is located as is indicated in Exhibit B attached hereto and made a part of the Declaration. The location, designation of each unit, and the immediate common elements and limited common elements to which each unit has access, are shown in Exhibit B. Each unit has approximately 1,400 square feet of living area and contains a kitchen, dining room, living room, bathroom and three bedrooms.

Section 4. BOUNDARIES OF UNIT: The vertical boundaries of each Unit shall be the center line of interior walls bounding a Unit and the interior of the outside walls bounding a Unit; the lower horizontal boundary of a Unit shall be the plane of the upper surfaces of the base floor of the Unit, and the upper horizontal boundary shall be the plane of the under surface of the ceiling of the Unit.

All windows, window frames and doors, including all glass in all windows and doors, shall be considered a part of the Unit.

All installations for providing power, light, gas, hot and cold water, heating, refrigeration and air conditioning exclusively to one Unit shall be considered a part of that Unit.

ARTICLE III

COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 1. OWNERSHIP OF COMMON ELEMENTS: Each Unit Owner shall be entitled to and own an undivided interest in the common elements as a tenant-in-common with all other Unit Owners of the property, and, except as otherwise limited in this Declaration, shall have the right to use the common elements for all purposes incident to the use and occupancy of such owner's Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with such Unit. Each Unit's ownership interest in the common elements shall be one-twelfth (1/12th).

Each Unit's percentage of ownership in the common elements shall be subject to such easements as have been granted or may hereafter be granted to the City of Milwaukee or to public utilities.

Section 2. DESCRIPTION OF COMMON ELEMENTS AND FACILITIES: The common elements and facilities shall consist of:

(a) the land on which the building is located;

(b) the foundations, columns, girders, beams, supports, main walls and roofs of the buildings;

(c) areas set aside for storage of maintenance equipment;

(d) inscallations for providing central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning and incinerating;

(e) tanks, pumps, controls, fans, compressors, ducts and in general, all apparatus and installations intended for common use;

(f) such community and commercial facilities as may be provided for in supplements in this Declaration, if any;

(g) lobby, stairways and hallways;

(h) laundry room, manager's apartment and other areas of the basement, (manager's apartment is labeled "M" on plans);

(i) all other parts of the property necessary or convenient to its existence, maintenance and safety, all normally in common use.

Section 3. DESCRIPTION OF LIMITED COMMON ELEMENTS AND FACILITIES: The limited common elements and facilities are the storage lockers located in the basement level. One such storage locker, as designated by the Association, shall be assigned to each Living Unit and the right to use same limited to occupants of that Unit.

Section 4. NO PARTITION OF COMMON ELEMENTS: There shall be no partition of common elements through judicial proceedings or otherwise until this Declaration is terminated and the property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership; provided, however, that if any Unit shall be owned by two or more co-owners as tenants-in-common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said Unit Ownership between such co-owners.

ARTICLE IV

CONVEYANCE OF UNIT

Section 1. INTERESTS INCLUDED IN CONVEYANCE: No Unit Owner may sell, convey or transfer any legal or equitable interest in his Unit without including the percentage of ownership interest in the Common Elements and in all assets and liabilities of the Association appurtenant to the Unit; and any deed, mortgage or other instrument purporting to affect one or more of such interests, without including them all, shall be deemed to include all such rights, title, interests and obligations of the Unit Owner.

ARTICLE V

OTHER PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS

Section 1. OWNER'S RIGHT TO INGRESS AND EGRESS AND SUPPORT: Each Owner shall have the right to ingress and egress over, upon and across the Common Elements necessary for access to his Unit and such rights shall be appurtenant to and pass with the title of each Unit.

Section 2. USE OF UNITS:

(a) Each Unit shall be used for residential purposes only, shall not be occupied by more than two (2) unrelated persons and no trade or business of any kind may be carried on therein. Lease or rental of a Living Unit for residential purposes shall be permitted.

(b) No owner of a Unit shall convey title thereto or permit occupancy thereof by a grantee or occupant, under lease or otherwise, who has a household for residence therein which includes children less than eighteen (18) years of age; provided, however, that families residing in the premises at the time of recording this Declaration shall not be considered in violation of this section by occupying a Unit as long as they are in continuous occupancy, either as an Owner or tenant, of a Living Unit in the Residential Building.

(c) No animal, except a permitted pet (as herein defined) shall be allowed within or about the premises.

(d) A permitted pet is defined as a single caged bird or common small tank fish.

(e) A Unit shall not be rented for transient or hotel purposes, which shall be defined as: (a) any rental for periods of less than thirty (30) days; or (b) any rental if the occupants of the Unit are provided customary hotel services, such as room service for food and beverage, maid service, bellboy service or laundry service; or (c) any rental where the lessor furnishes linen, cooking utensils, eating utensils or telephone.

Section 3. USE OF COMMON ELEMENTS: No trade or business may be carried on in the Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements without the prior written consent of the Association except as specifically provided herein. Nothing shall be altered on, constructed, or removed from the Common Elements except upon the prior written consent of the Association. No garbage or rubbish containers shall be placed or kept in any Common Elements or Limited Common Elements, other than those areas designated by the Association therefor.

Section 4. PROHIBITION OF DAMAGE AND CERTAIN ACTIVITIES: Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof which would increase the rate of insurance on the premises or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof, which would be in violation of any Statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Elements or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitee, to the Association or other Owners. No noxious, destructive, or offensive activity shall be carried on in any Unit or in the Common Elements or any part thereof. Nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any other person at any time lawfully residing in the Unit.

Section 5. WINDOW TREATMENT: Windows which are covered shall be covered only by off-white backed drapes, which, when closed, shall cover the full window, or by blinds or other window treatment which are white or off-white on the outside.

Section 6. RULES AND REGULATIONS: No Owner shall violate the rules and regulations for the use of the Units and of the Common Elements as adopted from time to time by the Association.

Section 7. DELEGATION OF USE: Any Owner may delegate, in accordance with the By-Laws, or this Declaration, his right of enjoyment of the Common Elements and facilities to the members of his family, to the tenants of his Unit or contract purchasers of his Unit who reside on the property and only to said individuals.

Section 8. SEPARATE MORTGAGES OF UNITS: Each Unit Owner shall have the right to mortgage or encumber his own respective Unit, together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the property or any part thereof, except his own Unit and his own respective ownership interest in the Common Elements.

Section 9. SEPARATE REAL ESTATE TAXES: It is intended and understood that real estate taxes are to be separately taxed to each Unit Owner for his Unit and his coresponding percentage of ownership in the Common Elements, as provided in the Wisconsin Condominium Ownership Act. In the event that, for any year, such taxes are not separately taxed to each Unit Owner, but are taxed on the property as a whole, then each Unit Owner shall pay his proportionate share thereof, the allocation in respect to Common Elements to be in accordance with his respective percentage of ownership interest in the Common Elements. In the latter event, to assure the ability of each Unit Owner to pay his share of the real estate taxes the Association may establish an escrow account and require each Unit Owner to pay into such account a sum equal to one-twelfth (1/12th) his share of the estimated real estate taxes each month.

Section 10. MAINTENANCE, REPAIRS, AND REPLACEMENTS OF UNITS:

(a) All maintenance, repairs and replacements to the Common Elements and facilities and the Limited Common Elements and facilities, whether located inside or outside of the Units (unless necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner), shall be made by the Board of Directors and charged to the Unit Owners as a common expense.

(b) The Owner of each Unit shall furnish, at his own expense, and be responsible for all maintenance, repairs and replacement of interior surfaces of each Living Unit, together with utility lines, mechanical equipment and fixtures which serve only one Unit, electrical fixtures and equipment which serve only one Unit, and such fixtures and equipment which are located within one Unit; and glass surfaces, screens, doors, windows, door and window hardware appurtenant to each Unit. The expense of such maintenance, repairs and replacement shall be borne solely by each such Owner.

(c) No Unit Owner, except as otherwise provided herein or in the By-Laws, may do any alteration which would jeopardize the soundness or safety of the property, reduce the value thereof, or impair any easement or hereditament.

(d) In the event that the need for maintenance, repairs or replacement is caused through the willful or negligent act of the Owner, his family, guests, invitees, the costs of such maintenance, repairs or replacement shall be added to and become a part of the assessment to which such Unit is subject.

Section 11. COMMON SURPLUSES: All common surpluses shall be credited to Unit Owners' assessments for common expense in proportion to their obligation for assessment. The Condominium Owners Association may from time to time provide for other common use of such surpluses.

ARTICLE VI

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. MEMBERSHIP: Every Owner of a Unit shall be entitled and required to be a member of the Association. If title to a Unit is held by more than one person, each of such persons shall be members. An Owner of more than one Unit shall be entitled to one membership for each Unit owned by him. Each such membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically by conveyance of that Unit. No person or entity other than an Owner of a Unit or Developer may be a member of the Association, and membership in the Association may not be transferred except in connection with the transfer of title to a Unit; provided, however, that the rights of voting may be assigned to a Mortgagee as further security for a loan secured by a mortgage on a Unit.

Section 2. VOTING:

(a) All Owners shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit. There can be no split vote. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

(b) The Developer who shall be entitled to one vote for each Unit owned; provided, however, that notwithstanding the foregoing provisions for voting the Developer shall have sufficient votes to institute a majority of votes until all its Units are sold; provided, further, that Developer's control shall cease three (3) years after the first Unit is conveyed to a purchaser other than the Developer, or thirty (30) days after the conveyance of seventy-five percent (75%) of the Units, whichever time is earlier.

Section 3. UNIT VALUE FOR VOTING: The interest for each Unit shall be one-twelfth (1/12th), and shall serve as a basis in determining the voting interest of each Unit on matters for determination by Unit Owners and as to other matters described in the Wisconsin Unit Ownership Act.

Section 4. AMPLIFICATION: The provisions of this Article are to be amplified by the Articles of Incorporation and the By-Laws of the Associaton; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

ARTICLE VII

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. THE COMMON ELEMENTS: The Association, subject to the rights and duties of the Owners set forth in the Declaration, shall be responsible for the exclusive management and control of the Common Elements and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

Section 2. SERVICES: The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Common Elements, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Common Elements or the enforcement of this Declaration. The Association may arrange with others to furnish water, trash collection and other common services to each Unit.

Section 3. PERSONAL PROPERTY FOR COMMON USE: The Association may acquire and hold for the use and benefit of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interests in the Common Elements. Such interest shall not be transferable except with the transfer of a Unit. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. The transfer of title to a Unit under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Unit.

Section 4. RULES AND REGULATIONS: The Association may make reasonable rules and regulations governing the use of the Units and of the Common Elements, which rules and regulations shall be consistent with the rights and duties established in this Declaration.

Section 5. IMPLIED RIGHTS: The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE VIII

COVENANT FOR ASSESSMENTS

Section 1. AGREEMENT TO PAY ASSESSMENT: Developer for each Unit owned by it hereby covenants, and each Owner of any Unit by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association for the purposes provided in this Declaration, annual assessments, special assessments for capital improvements, and assessments for any other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article.

Section 2. PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents and for the improvement and maintenance of the Common Elements, and such emergency repairs as the Association may deem necessary.

Section 3. ANNUAL ASSESSMENTS: The Board of Directors of the Association shall from time to time, and at least annually, prepare a budget for the property and fix the annual assessment.

Section 4. SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of (a) defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Elements including fixtures and personal property related thereto; (b) to offset shortages resulting from noncollection of the annual assessment or underestimation; and (c) unusual or unpredicted measures such as cost of collecting annual assessment or enforcement of the provisions of the Declaration, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of voting members who are voting in person or by proxy at a meeting duly called for this purpose. The cost of the initial Common Element improvement is excluded from the special assessments authorized in this section, such cost to be borne by Developer.

Section 5. SPECIAL ASSESSMENT AGAINST A PARTICULAR UNIT: Special assessments may be made by the Board against a particular Unit Owner and his Unit for:

(a) Costs and expenses (anticipated or incurred) for damage to Common Elements caused by or at the direction of that Unit Owner or guests or tenants of the Unit Owner or other occupants of the Unit;

(b) Costs, expenses and actual attorneys' fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce the Act, the Declaration, the By-Laws, or the Rules and Regulations where there is found to be a violation thereof;

(c) Costs and expenses (anticipated or incurred) for emergency repairs to a Unit;

(d) Liabilities, costs and expenses incurred by the Association as a result of any temporary or permanent condition or defect of the Unit or the storage area appurtenant to the Unit;

(e) Interest due on General and Special Assessments;

(f) Forfeitures and other penalties levied by the Board for violations of the Condominium Documents by a Unit Owner or the tenants or guests of the Unit Owner or occupants of a Unit;

(g) All other costs and expenses anticipated or incurred by the Association which are subject to Special Assessments as provided under this Declaration or the By-Laws.

Section 6. WORKING CAPITAL: Each purchaser of a Unit from Declarant or its successors or assigns, shall make an advance to the Association at time of conveyance of the Unit for working capital purposes in the amount of One Hundred Dollars ($100.00) or such other amount as may be approved by the Board of Directors of the Association in its sole discretion. Such advance shall earmarked to the credit of such purchaser and shall be assigned upon conv[illegible] of the Unit.

Section 7. NOTICE OF MEETINGS: Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all members and any mortgagee who shall request such notice in writing not less than ten (10) days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast twenty-five percent (25) of all the votes shall constitute a quorum.

Section 8. RATE OF ASSESSMENT: Each Unit shall be assessed one-twelfth (1/12th) of the total assessment of the Annual Assessment and any Special Assessment for Capital Improvements; however, the Association can assess an individual Unit for sums due solely from that Unit as provided in Section 5.

Section 9. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: The annual assessments provided for herein shall be payable in monthly installments and shall commence as to all Units on the first day of the month following the conveyance of the first Unit by the Developer. The first annual assessment shall be adjusted according to the number of months then remaining in that calendar year. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid.

Section 10. LIEN FOR ASSESSMENTS: All sums assessed to any Unit pursuant to this Article, together with interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for:

(a) Liens of general and special taxes; and

(b) A lien for all sums unpaid on a first mortgage, or on any mortgage to the Developer, duly recorded in the Milwaukee County, Wisconsin, real estate records, prior to the making of such assessment, including all unpaid obligatory advances to be made pursuant to such mortgage and all amounts advanced to be made pursuant to such mortgage and secured by the lien thereof in accordance with the terms of such instrument; and

(c) Construction liens filed prior to the making of such assessment; and

(d) All sums unpaid on any mortgage loan made pursuant to Section 45.80, Wisconsin Statutes.

All other lienors acquiring liens on any Unit after this Declaration has been recorded shall be deemed to consent that such liens shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Unit and a description of the Unit. Such a notice shall be signed by the Association and may be recorded in the office of the Clerk of the Circuit Court or Register of Deeds of Milwaukee County, Wisconsin. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Wisconsin. In any such foreclosure, the Owner shall be required to pay the costs and expenses of filing the notice of lien, of all proceedings and all reasonable attorney's

fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Unit as the Owner thereof. A release of notice of lien shall be executed by the Association in such form as to be recordable in the Milwaukee County, Wisconsin, real estate records, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

Any encumbrancer holding a lien on a Unit may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

The Association shall upon written request report to any encumbrancer of a Unit any unpaid assessments remaining unpaid for longer than sixty (60) days after the same shall have become due and any default in the performance by the individual Unit Borrower of any obligation under the Condominium Documents which is not cured within sixty (60) days; provided, however, that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

Section 11. EFFECT OF NONPAYMENT OF ASSESSMENTS. REMEDIES OF THE ASSOCIATION: Any assessment not paid within ten (10) days after the due date shall bear interest from the due date at the highest interest rate allowed by law. All payments on account shall be first applied to the interest, if any, and then to the assessment payment first due. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Unit. A suit to recover a money judgment for unpaid expenses hereunder may be maintainable without foreclosing or waiving the lien securing the same. No Unit Owner who is more than thirty (30) days delinquent in the payment of his assessment shall be entitled to vote at any regular or special meeting of the Unit Owners.

Section 12. SUBORDINATION OF THE LIEN TO MORTGAGES: The lien of the assessments provided for herein shall be subordinate to the liens described in Section 10 (a), (b), (c) and (d) above. Sale or transfer of any Unit shall not affect the assessment lien. The sale or transfer of any Unit pursuant to such mortgage foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer and such unpaid assessments shall be deemed to be common expenses collectible from all of the Owners excluding the acquirer, his successors and assigns. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IX

ARCHITECTURAL CONTROL

Section 1. ARCHITECTURAL CONTROL COMMITTEE AUTHORITY: No exterior additions or alterations to the building, additional fences, or changes in existing fences, hedges, walls, walkways and other structures shall be commenced, erected or maintained except such as are installed or approved by the Developer in connection with the initial preparation of the building for conversion, until the plans and specifications showing the nature, kind, shape, height, materials, location and approximate cost of same shall have been submitted to and approved in writing as to harmony of external design and location in relation to the building by an Architectural Control Committee composed of the Board of Directors of the

Association, or by a representative or representatives designated by the Board of Directors. In the event said committee, or its designated representatives, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, and if no suit to enjoin the making of such additions, alterations or changes has been commenced within sixty (60) days of application, such approval shall be deemed to have been given. If no application has been made to the Architectural Control Committee or their representatives, suit to enjoin or remove such additions, alterations or changes may be instituted at any time. Neither the members of the Architectural Control Committee nor its designated representatives shall be entitled to compensation to themselves for services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by the Architectural Control Committee. Exterior antenna shall not be placed on the building without the approval of the Architectural Control Committee or its designated representatives. During the period of Developer control, the Architectural Control Committee must have the written approval of the Developer.

ARTICLE X

PARTY WALLS

Section 1. GENERAL RULES OF LAW TO APPLY: Each wall which is built as a part of the original construction of the building and placed on the dividing line between the Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. SHARING OF REPAIR AND MAINTENANCE: The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. RIGHT TO CONTRIBUTION RUNS WITH LAND: The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 4. ENCROACHMENTS: Some of the Units may be aesthetically and functionally designed with drains, air conditioning equipment and other structures that encroach or overhang adjoining units. The Owner of each Unit hereby takes title subject to a perpetual easement for any such overhang or encroachment and each encroaching or overhanging Unit or other structure, drain, or air conditioning equipment may be repaired, rebuilt or replaced in such a fashion as to permit these overhangs and encroachments to be reestablished but not enlarged without consent of the servient Owner and the Association.

ARTICLE XI

INSURANCE

Section 1. OBLIGATION OF ASSOCIATION: The Association, for the benefit of all Unit Owners, shall insure the Units against loss or damage by fire and such other hazards as the Association may deem desirable, for the full insurable replacement cost of the Units, without prejudice to the right of each Unit Owner to also insure his own Unit for his own benefit. The premiums for such insurance on the Units shall be deemed common expenses; provided, however, that in charging the same to the Unit Owners, consideration may be given to the higher premium rates on some Units than on others. Such insurance coverage shall be written in the name of, losses under shall be adjusted by, and the proceeds of such

insurance shall be payable to, the Association as trustee for the Unit Owners or Unit Owner. The Association may engage the services of any bank or trust company authorized to do trust business in Wisconsin to act as trustee, agent, or depositary on behalf of the Association for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Association shall determine consistent with the provisions of this Declaration. The fees of such corporate trustee shall be common expenses. In the event of any loss in excess of $50,000.00 in the aggregate, the Association shall engage a corporate trustee as aforesaid, or in the event of any loss resulting in the destruction of the major portion of one or more Units, the Association shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or Owner of any Unit so destroyed.

Section 2. INSURANCE PROCEEDS: The proceeds of such insurance shall be applied by the Association or by the trustee on behalf of the Association for the repair or reconstruction of the Common Elements and Unit or Units; and the rights of the mortgagee of any Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions herein with respect to the application of insurance proceeds to reconstruction of the Unit or Units. Payment by an insurance company to the Association or to such trustee of the proceeds of any policy, and the receipt of release from the Association of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which such proceeds may be held pursuant thereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or to see to the application of any payments of the proceeds of any policy by the Association or the corporate trustee.

Section 3. DESTRUCTION AND RECONSTRUCTION: In the event of a partial or total destruction of one or more Units, they shall be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as originally built, unless within thirty (30) days after such partial or total destruction, all of the Owners of Units and two-thirds (2/3) of the first mortgage subject to this Declaration agree not to repair or rebuild. On reconstruction the design, plan and specifications of any building or Unit may vary from that of the original upon approval of the Association; provided, however, that the number of square feet of any Unit may not vary by more than five percent (5%) from the number of square feet for such Unit as originally constructed, and the location of the Unit shall be substantially the same as prior to the damage or destruction.

Section 4. PARTITION: The Association shall have the right to levy assessments against the Units involved in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction; provided, however, that in the event of damage to an extent more than the available insurance, this Condominium shall be subject to an action for partition upon obtaining the written consent of the Unit Owners having no less than seventy-five percent (75%) of the votes. In the event of partition, the net proceeds of sale, together with any net proceeds of insurance shall be considered as one fund and shall be divided among all Unit Owners in proportion to their liability for assessments and shall be distributed in accordance with the priority interests in each Unit.

Section 5. OTHER INSURANCE: The Association shall maintain, as a common expense, the following insurance coverages:

(a) Public liability insurance covering the Association, the Board and members of the Association against liability for damages or personal injuries sustained

by any person, firm or corporation arising out of or resulting in whole or in part from the condition, use or operation of any Common Elements or from any activity of the Association, with limits of not less than $500,000/person and $1,000,000/occurrence for bodily injury or death and not less than $250,000/occurrence for property damage, including a waiver of subrogation rights against any member, Officer or Director of the Association;

(b) Workmen's Compensation insurance to the extent necessary to comply with applicable law;

(c) Indemnity, faithful performance, fidelity and other bonds, as may be required by the Board, to carry out the Association functions and to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with management or possession of Association funds or other property;

(d) Any other insurance coverage or additional protection which the Board may deem necessary or advisable, including without limitation comprehensive liability insurance.

ARTICLE XII

GENERAL PROVISIONS

Section 1. ENFORCEMENT: The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations, now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waive of the right to do so thereafter.

Section 2. SEVERABILITY: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. TERMINATION: This Declaration may only be terminated by the unanimous consent of all of the Owners of all Units and all of the parties holding mortgages, liens or other encumbrances against any of said Units, in which event the termination of the Declaration shall be by such plan as may be then adopted by said Owners and parties holding any mortgages, liens or other encumbrances. The instruments necessary for such termination shall be recorded in Milwaukee County.

Section 4. AMENDMENTS: Except as hereinafter limited and provided, this Declaration may be amended by an instrument signed by the Developer alone at any time prior to the sale of seventy-five percent (75%) of the Units and thereafter signed by not less than seventy-five percent (75%) of the Unit Owners; provided, however, that such amendment shall not substantially alter any of the rights or obligations of the Owners and/or members.

No amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage or which would alter, amend or modify, in any manner whatsoever the rights, powers and privileges granted and reserved herein in favor of any mortgage or in favor of the Developer without the consent of all such mortgagees or the Developer, as the case may be.

Any amendment must be recorded in Milwaukee County, Wisconsin.

Section 5. REGISTERED AGENT FOR SERVICE OF PROCESS: The initial registered agent for service of process shall be Eli C. Frank, 111 East Wisconsin Avenue, Milwaukee, Wisconsin 53202. Change of agent for service of process may be accomplished by resolution of the Board of Directors of the Association and upon proper filing of said name with the Register of Deeds for Milwaukee County, Wisconsin, and with the Secretary of the State of Wisconsin.

IN WITNESS WHEREOF, the Developers, Stanley A. Holland and James H. Zucker, doing business as WALLARD MANOR CONDOMINIUM, a General Partnership, have affixed their hands and seals, this 18th day of February, 1981.

WALLARD MANOR CONDOMINIUM,
a General Partnership

By: Stanley A. Holland
Stanley A. Holland, Partner

By: James H. Zucker
James H. Zucker, Partner

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this 12th day of February, 1981, the above named Stanley A. Holland and James H. Zucker, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Eli C. Frank

Eli C. Frank

Notary Public, State of Wisconsin

My Commission is Permanent.

OFFICIAL SEAL
ELI C. FRANK
NOTARY PUBLIC
STATE OF WISCONSIN
My Commission is Permanent

This instrument was drafted by Eli C. Frank of the Law Firm of Frank, Hiller & Shapiro, Ltd.

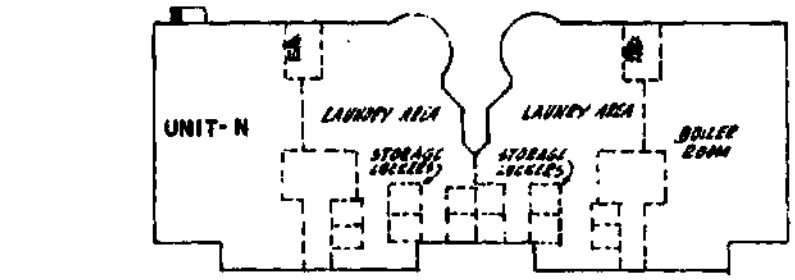
EXHIBIT A

LEGAL DESCRIPTION OF LAND

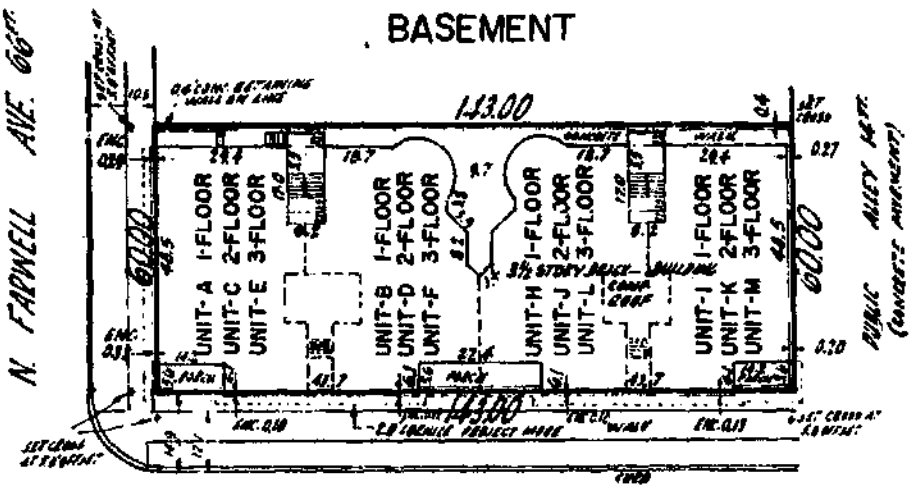
Lot Thirteen (13) and Fourteen (14) in Block Two Hundred Thirty Three (233) in A. L. KANE'S SUBDIVISION INTO CITY LOTS of a part of the North East Fractional One-quarter (1/4) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

KNOWN AS 1704-14 EAST KANE PLACE, IN THE CITY OF MILWAUKEE, WISCONSIN. LOTS 13 AND 14 IN BLOCK 233 IN A. L. KANE'S SUBDIVISION, BEING A SUBDIVISION OF A PART OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 21, T 7 N, R 22 E, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

FEBRUARY 16, 1981 WALLARD MANOR CONDOMINIUM SURVEY NO. 16436-S



BASEMENT



1 THRU 3 FLOOR

E. KANE PL. 66FT.

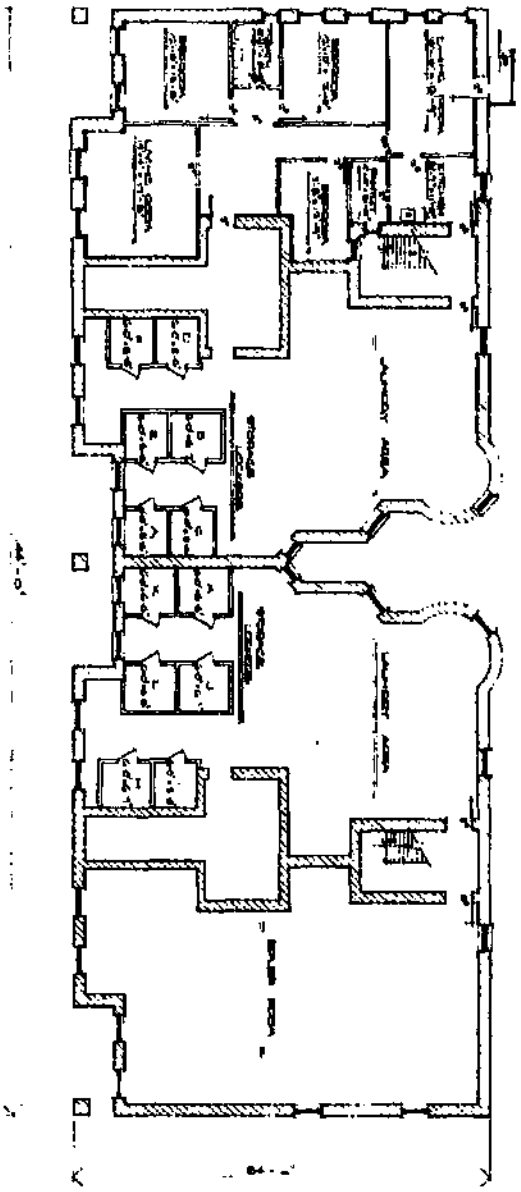
I, KENNETH E BERKE, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARY LINES AND THE LOCATION OF THE BUILDINGS AND IMPROVEMENTS UPON THE SAID PROPERTY.

THIS CONDOMINIUM PLAT IS A CORRECT REPRESENTATION OF WALLARD MANOR CONDOMINIUM THE THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE COMMON ELEMENTS ARE DEFINED TO BE ALL OF THE CONDOMINIUM PROPERTY EXCEPT THE INDIVIDUAL UNITS DESCRIBED IN THIS PLAT. THE UNDERSIGNED SURVEYOR MAKES NO CERTIFICATION AS TO THE ACCURACY OF DIAGRAMATIC FLOOR PLANS OF THE CONDOMINIUM BUILDING(S) AND UNITS CONTAINED IN THE PLAT OR THE APPROXIMATE DIMENSIONS OR FLOOR AREAS THEREOF.

Kenneth E Berke (SEAL)
KENNETH E BERKE, REGISTERED WISCONSIN LAND SURVEYORS S 107

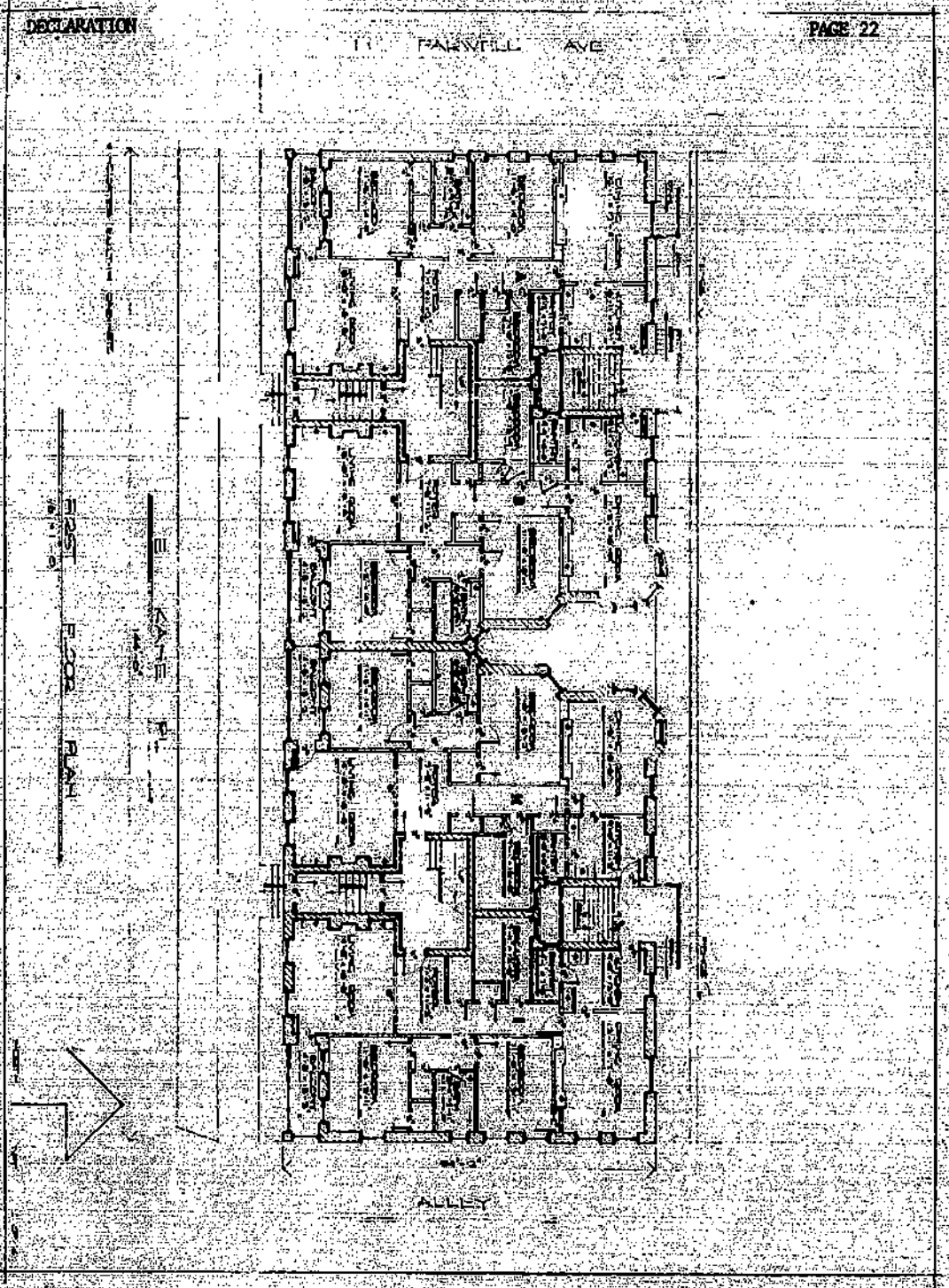


EXHIBIT B



BASEMENT FLOOR PLAN

EXHIBIT B


FAIRVIEW AVE
ALLEY

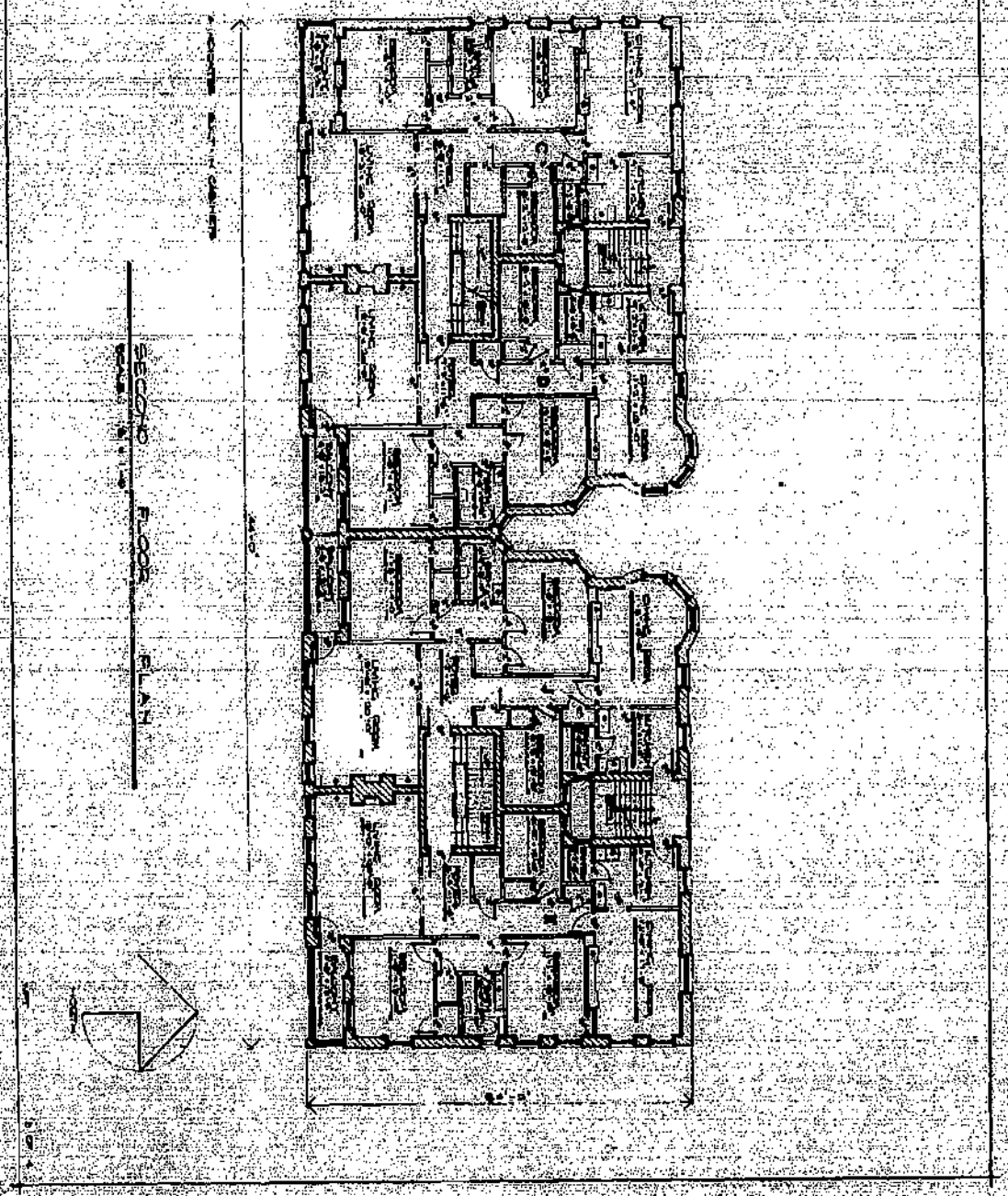


EXHIBIT B

FLOOR PLAT

WALLARD MANOR CONDOMINIUM ASSOCIATION
Amendments to the Declarations
Original declarations found at Reel 1367 Image 1672

Legal description:
Lot Thirteen (13) and Fourteen (14) in Block Two Hundred Thirty Three (233) in A. L. KANE'S SUBDIVISION INTO CITY LOTS of a part of the North East Fractional One-Quarter (1/4) of Section Twenty-One (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

6883116 #
RECORD 10.00

NAME CHANGE

"Wallard Manor Condominium Association" is now known as "Kane Place Condominium Association."

6883116

ARTICLE V, SECTION 2b -- NO CHILDREN

Deleted.

REGISTER'S OFFICE
Milwaukee County, WI } ss
RECORDED AT 11:20 AM

JAN-7 1994

REEL 3198 IMAGE 1181

REGISTER OF DEEDS

ARTICLE V, SECTION 2c AND d -- PETS

Moved to by the By-Laws -- Article XVI

ARTICLE VIII, SECTION 6 -- $100 WORKING CAPITOL

Deleted.

ARTICLE VIII, SECTION 7 -- QUORUM REQUIREMENT FOR A SPECIAL ASSESSMENT FIRST MEETING

Replace "twenty-five percent (25%)" with "seventy-five percent (75%)."

Wayne Peters
Kate Kaiser
Lynn Bielius
Carol Moerke
David Passinault
Judy Nolan
Mary Zenos
Pat Stroebel

Subcribed and sworn to me this 15th day of December 1993 in Milwaukee County.

Zoe A. Stowers, my commission is permanent

Drafted by Zoe A. Stowers

NOTARY PUBLIC STATE OF WISCONSIN

10.00

SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM
WALLARD MANOR CONDOMINIUM

Document Number | Document Title

DOC. # 8496656

REGISTER'S OFFICE | SS
Milwaukee County, WI
RECORDED AT 1:55 PM

04-10-2003

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT 35.00

Recording Area

Name and Return Address

William H. Pagels
Weidner, Pagels & Cady
312 East Wisconsin Avenue
Milwaukee, WI 53202

355-1351 through 355-1362
and new 355-1363

Parcel Identification Number (PIN)

REEL 5558 IMAGE 5024

35

This information must be completed by submitter: *document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and $2.00 to the recording fee. Wisconsin Statutes, 59.517.* WRDA 2/96

REEL 5558 IMAGE 5025

SECOND AMENDMENT TO

DECLARATION OF CONDOMINIUM

WALLARD MANOR CONDOMINIUM

(1704 and 1714 East Kane Place, Milwaukee, Wisconsin)

The original Declaration of Condominium ownership, dated the 18th day of February, 1981, was recorded with the Register of Deeds of Milwaukee County on April 9, 1981, Reel 1367, Images 1672 to 1695 inclusive, as Document No. 5467806.

The legal description of the real estate submitted to said Condominium is legally described as set forth on EXHIBIT A attached hereto.

The Condominium Plat of said Condominium was recorded on April 9, 1981, on Reel 1367, Images 1696 to 1701 inclusive, as Document No. 5467807.

Amendments to the Condominium Declaration was recorded with the Register of Deeds of Milwaukee County on January 7, 1994, on Reel 3198, Image 1181, as Document No. 6883116.

The undersigned, being all of the owners of ownership interests in Wallard Manor Condominium, hereby further amend the

REEL 5558 IMAGE 5026

Declaration of Condominium as follows:

ARTICLE II, Section 3. The reference to "Exhibit B" in the fourth sentence thereof shall be amended to "Exhibit B as modified and amended as to that portion of the basement referred to as 'Unit N' as shown in Exhibit B (Amendment)."

ARTICLE II, Section 3. The period at the end of the section shall be changed to a comma, and the following wording added at the end of said section:

> except for Unit N, which shall have a kitchen, dining room, living room, bathroom, two bedrooms and a den.

ARTICLE III, Section 1. The last sentence of the first paragraph thereof shall be amended to read:

> Each Unit's ownership interest in the common elements shall be one-thirteenth (1/13th).

ARTICLE III, Section 2. Subsection (h) thereof shall be amended to read:

> (h) laundry room and other areas of basement, except for Unit N.

ARTICLE V, Section 9. The fraction in the last clause thereof shall be amended from one-twelfth (1/12th) to one-thirteenth (1/13th).

ARTICLE VI, Section 3. The fraction in the first sentence thereof shall be amended from one-twelfth (1/12th) to one-thirteenth (1/13th).

ARTICLE VIII, Section 8. The fraction in the first sentence thereof shall be amended from one-twelfth (1/12th) to one-thirteenth (1/13th).

EXHIBIT B. The plan for that part of the basement shown on Exhibit B and designated "Unit N" shall be amended as shown on Exhibit B (Amendment) attached hereto.

The purpose of this Amendment to Declaration of Condominium and the individual amendments therein is to change Unit N from a common element (previously the manager's office) to a residential unit (and slightly modify the dimensions of Unit N), resulting in a total of thirteen (13) units, and to change the ownership interest of each unit from a one-twelfth interest to a one-thirteenth interest.

IN WITNESS WHEREOF, the owners of all previously existing twelve units have affixed their hands and seals this 8th day of July, 2002.

Bartley V. Bell

Thomas R. Mortonson

Deborah S. Mortonson

Franklin E. Cumberbatch

Andrea K. Cumberbatch

Wayne D. Peters

Lisa M. Powell

Joseph N. Skotarzak

Tracy S. Skotarzak

Patrick B. Brown

Erin J. Kendall

Michele M. Ford

Karen R. Krichhoff

Judith L. Nolan

Erich C. Straub

Tracy K. Straub

Gary M. Thoenes

REEL 5558 IMAGE 5028

REEL 5558 IMAGE 5029

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 8th day of July, 2002, the above-named ~~Bartley V. Bell, a single person, Thomas R. Mortonson and Deborah S. Mortonson, husband and wife~~, Franklin E. Cumberbatch and Andrea K. Cumberbatch, husband and wife, Wayne D. Peters, a single person, Lisa M. Powell, a single person, Joseph N. Skotarzak and Tracy S. Skotarzak, husband and wife, Patrick B. Brown, a single person, Erin J. Kendall, a single person, ~~Michele M. Ford, a single person, Karen R. Krichhoff, a single person,~~ Judith L. Nolan, a single person, ~~Erich C. Straub and Tracy K. Straub, husband and wife~~, and Gary M. Thoenes, a single person, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Karen R. Kirchhoff
KAREN R. KIRCHHOFF
Notary Public
State of Wisconsin
My commission EXPIRES 05-27-05

THIS INSTRUMENT WAS DRAFTED BY
WILLIAM H. PAGELS, ATTORNEY AT LAW

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 11th day of July, 2002, the above-named Thomas R. Mortenson and Deborah S. Mortenson, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Karen R. Kirchhoff
KAREN R. KIRCHHOFF
Notary Public
State of Wisconsin
My commission expires 05-22-05

REEL 5558 IMAGE 5030

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 11th day of July, 2002, the above-named Michele M. Ford, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Karen R. Kirchhoff

KAREN R. KIRCHHOFF
Notary Public
State of Wisconsin
My commission expires 05-22-05

REEL 5558 IMAGE 5031

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 12th day of July, 2002, the above-named Erich C. Straub and Tracy K. Straub, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Karen R. Kirchhoff
KAREN R. KIRCHHOFF
Notary Public
State of Wisconsin
My commission expires 05-22-05

REEL 5558 IMAGE 5032

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 15th day of July, 2002, the above-named BARTLEY V. BELL, to me known to be the person who executed the foregoing instrument and acknowledged the same.

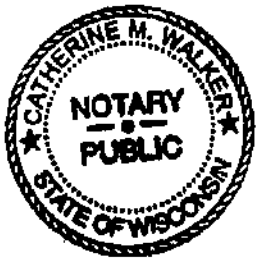
Karen R. Kirchhoff

KAREN R. KIRCHHOFF
Notary Public
State of Wisconsin
My commission expires 05-22-05

REEL 5558 IMAGE 5033

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 8th day of July, 2002, the above-named KAREN R. KIRCHHOFF, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Catherine M. Walker
Notary Public
State of Wisconsin
My commission expires 2006

REEL 5558 IMAGE 5034

REEL 5558 IMAGE 5035

EXHIBIT A

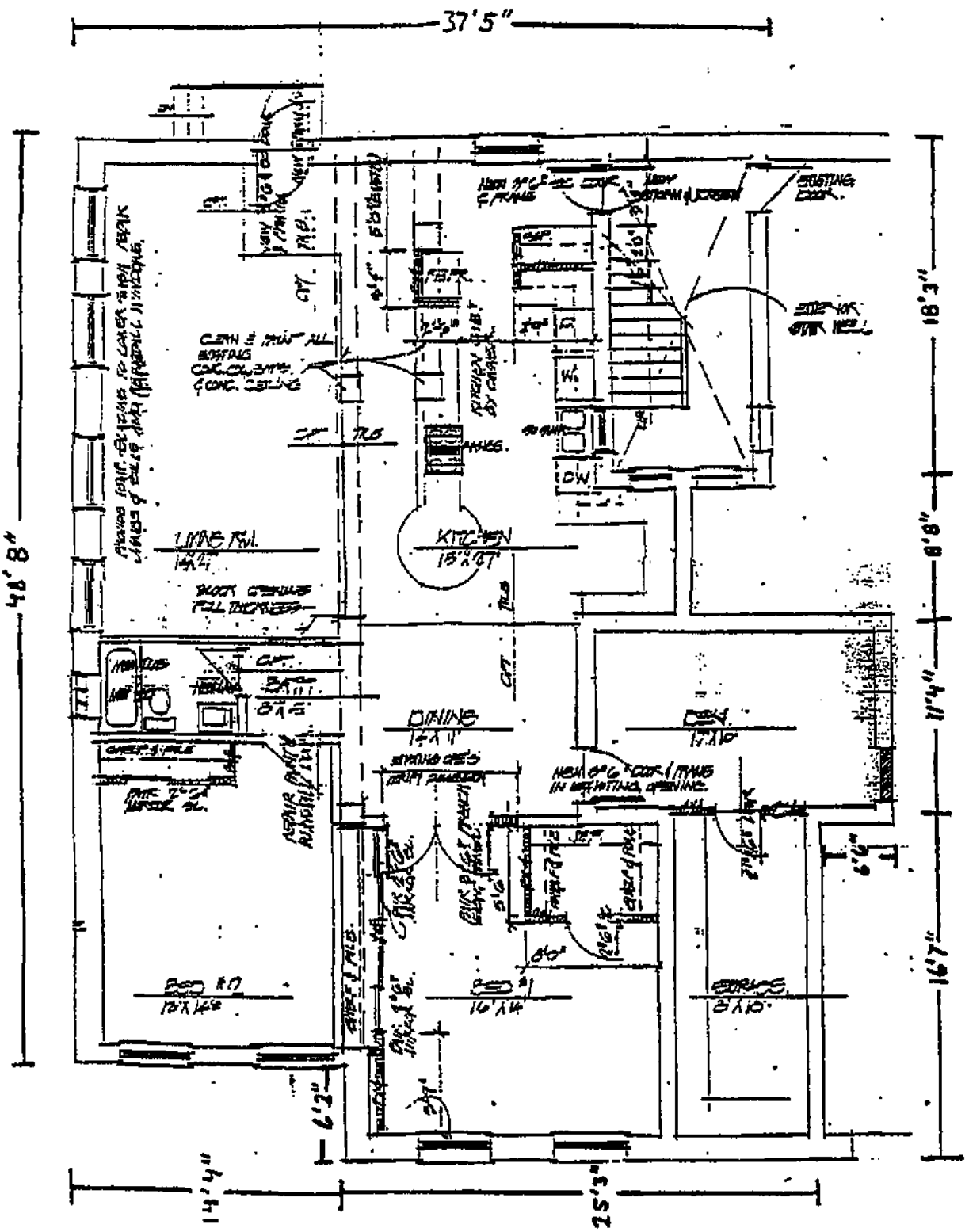
LEGAL DESCRIPTION OF LAND

Lot Thirteen (13) and Fourteen (14) in Block Two Hundred Thirty Three (233) in A. L. KANE'S SUBDIVISION INTO CITY LOTS of a part of the North East Fractional One-quarter (1/4) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

SECOND AMENDMENT
KANE PLACE CONDOMINIUM

EXHIBIT B (AMENDMENT)

UNIT N



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POOR QUALITY DOCUMENT RECEIVED FOR RECORDING

AMENDMENT TO

DECLARATION OF CONDOMINIUM

KANE PLACE CONDOMINIUM

(Formerly Wallard Manor Condominium)

(1704 and 1714 East Kane Place, Milwaukee, Wisconsin)

The original Declaration of Condominium ownership, dated the 18th day of February, 1981, was recorded with the Register of Deeds of Milwaukee County on April 9, 1981, Reel 1367, Images 1672 to 1695 inclusive, as Document No. 5467806; and

Amendments to the Condominium Declaration were recorded with the Register of Deeds of Milwaukee County on January 7, 1994, on Reel 3198, Image 1181, as Document No. 6883116, and on April 10, 2003, as Document No. 8496656.

The undersigned, being all of the members of the current Board of Directors of Kane Place Condominium, hereby propose to further amend the Declaration of Condominium as follows:

With respect to the Long Term Parking Agreement dated July 9, 2003, between New Land Enterprises and Kane Place Condominium (copy attached hereto), which Agreement reserves 16 covered parking spaces at 1920 North Farwell Avenue, also referred to as The Abbottsford, the following terms are set forth below in order to clarify the understandings between the parties:

a. The unit owner has the right to and will assign its current parking space(s) to buyer at closing;

b. The unit owner's parking space(s) will run and remain with the unit; and

c. The unit owner has the right to sublet the space(s), but must (i) present such proposed transfer to the Kane Place Board of Directors, which will determine if any other Kane Place owner is in need of the parking space, and (ii) if no Kane Place owner requires such space, then Prospect Management will be contacted to determine whether they have knowledge of anyone requiring a parking space. In no event will the unit owner take it upon himself/herself to sublease one or more of its assigned parking spaces to any person without first obtaining the prior written approval of the Board of Directors of Kane Place Condominium Association.

IN WITNESS WHEREOF, the members of the current Board of Directors of Kane Place Condominium, affix their hands and seals as set forth below.

Date:_____ _____SEAL
Thomas R. Mortonson

Date:_____ _____SEAL
Lisa M. Powell

Date:_____ _____SEAL
Joann Wolf

Date:_____ _____SEAL
Karen R. Kirchhoff

Long Term Parking Agreement
Between
New Land Enterprises and
Kane Place Condominium

New Land Enterprises will reserve 16 covered parking spaces at 1920 N Farwell Ave, also referred to as The Abbotsford for owners of Kane Place Condominiums, 1704 & 1714 E Kane Place.

The current fee for each parking space is $75.00 per space per month for a long-term lease agreement of 20 years. This monthly fee per space will never exceed the local parking ordinance rate.

New Land Enterprises, LLP

7/9/03
Date

Agent for Kane Place Condominium Assoc.

7-9-03
Date

KANE PLACE CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION C

BYLAWS

UPDATED

BY-LAWS
of
Kane Place Condominium Association, Inc.
(formerly Wallard Manor Condominium Association, Inc.)

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BY-LAWS
of
Wallard Manor Condominium Association, Inc.
(hereinafter known as Kane Place Condominium Association, Inc.)

Article I
Name and Location

The name of the Association was Wallard Manor Condominium Association, Inc. (hereinafter known as Kane Place Condominium Association, Inc.), hereinafter referred to as the "Association." The principal office of the Association and the mailing address of the Association shall be at P. O. Box 93603, Milwaukee, Wisconsin 53203, but meetings of members and directors may be held at other places within the State of Wisconsin.

Article II
Definitions

Section 1. "Association" shall mean and refer to Kane Place Condominium Association, Inc., a corporation organized pursuant to Chapter 181, *Wisconsin Statutes*, its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property described in the Declaration of Condominium Ownership, and any supplements thereto or amendments thereof.

Section 3. "Common Elements" shall mean and refer to all real property maintained by the Association for the common use and enjoyment of the Owners.

Section 4. "Unit" shall mean and refer to any Unit shown upon the recorded plat or plats of survey of the Property.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple, title to any Unit which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Developer" shall mean and refer to Wallard Manor Condominium, a General Partnership.

Section 7. "Declaration" shall mean and refer to the Declaration of Condominium Ownership applicable to the Property to be recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, and any supplements or amendments thereto as provided in the Declaration.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Article III
Meeting of Members

Section 1. ANNUAL MEETING: The first annual meeting of the members shall be held prior to the conveyance of twenty-five percent (25%) of the Common Element interest to purchasers, but in no event less than within one (1) year from the date of Recording of the Declaration, and each subsequent regular meeting of members shall be held during the last quarter of the calendar year on a date to be set by the Board of Directors. The purpose of each annual meeting of the members shall be for the election of Directors and the transaction of such other business as may come before the meeting.

Section 2. SPECIAL MEETING: Special meetings of the members may be called at any time by the Board of Directors or by the President, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes.

Section 3. PLACE OF MEETINGS: Meetings of the Unit Owners shall be held at the principal office of the Property or at such other suitable place convenient to the Owners as may be designated by the Board of Directors.

Section 4. NOTICE OF MEETINGS: Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or other person authorized to call the meeting by delivering written notice, either personally or by mail at least ten (10) days before such meeting to each voting member entitled to vote thereat, last appearing on the books of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. In lieu of such notice, waivers may be accepted from all Unit Owners.

Section 5. QUORUM: The presence at the meeting of members entitled to cast, or of proxies entitled to cast, seventy-five percent (75%) of the votes shall constitute a quorum for any action except as otherwise provided in the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 6. PROXIES: At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be effective for a maximum period of one hundred eighty (180) days (unless granted to a mortgagee or lessee), shall be revocable and shall automatically cease upon conveyance by the member of his Unit.

Section 7. MAJORITY OF UNIT OWNERS: As used in these By-Laws the term "majority of unit owners" shall mean those Unit Owners having more than fifty percent (50%) of the total authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners.

Section 8. DEVELOPER'S CONTROL: Except as provided in ARTICLE IV, Section 1, below, Developer, or a person or persons authorized by it may appoint and remove the officers of the Association and exercise powers and responsibilities of the Association; provided, however, that such control shall cease three (3) years from the date that the first condominium Unit is conveyed by the Declarant to any person other than the Declarant, or thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers, whichever time comes first.

Section 9. RIGHTS OF DEVELOPER PRIOR TO TRANSFER: As long as the Developer shall own any Unit except for a Unit which Developer is using as a residence, Developer may use the Common Elements and facilities and any unsold Units on such condominium property as may facilitate the completion and sale of all Units contemplated thereon, including, but not limited to, in connection therewith, maintaining a sales office, showing property and maintaining signs.

Article IV
Board of Directors
Selection -- Term of Office

Section 1. NUMBER AND SELECTION: The affairs of this Association shall be managed by a Board of four (4) Directors, only one (1) of whom need not be a member of the Association, except that the initial Directors need not be members of the Association. Prior to the conveyance of twenty-five (25%) of the Common Element interest to purchasers, the Association shall hold a meeting of the Unit Owners other than Developer (unless the Developer is also a Unit Owner) and shall elect at least twenty-five percent (25%) of the Directors; prior to the conveyance of fifty percent (50%) of the Common Element interest to purchasers, the Association shall hold a meeting of the Unit Owners other than Developer (unless the Developer is also a Unit Owner) and shall elect at least thirty-three and one-third percent (33 1/3%) of the Directors. Not later than forty-five (45) days after the expiration of any period of Developer Control, the Association shall hold a meeting and the Unit Owners shall elect an executive board of four (4) Directors, who shall take office upon election.

Section 2. INITIAL DIRECTOR: There shall be three (3) Initial Directors who shall hold office until the third election as set forth in Section 1 and whose names and addresses are:

Stanley A. Holland
2230 West Bradford Avenue
Milwaukee, Wisconsin 53211

Eli C. Frank
111 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

James H. Zucker
4856 North Bartlett Avenue
Milwaukee, Wisconsin 53217

Section 3. ELECTION AND TERM OF OFFICE: The term of office of the first two elected members of the Board of Directors shall be fixed at two years, and the term of office of the last two elected members of the Board of Directors shall be fixed at one year. If there is any conflict in determining the terms of office, the decision of the Initial Directors shall control. At the expiration of the initial term of office of each respective member of the Board of Directors, his successor shall be elected to serve for a term of two years. Except in the event of death, resignation or removal, each Director shall hold office until his respective successor has been elected by the Unit Owners.

Section 4. REMOVAL: Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association, or by a majority vote of the other Directors. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 5. COMPENSATION: The Treasurer shall be paid $500 per year for services upon board motion approving satisfactory service after receipt of tax documents from public accountant. No other Director may be reimbursed for any service he/she may render to the Association as such. However, any Director may be reimbursed actual expenses in the performance of duties.

Section 6. ACTION TAKEN WITHOUT A MEETING: The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Article V
Meeting of Directors

Section 1. REGULAR MEETING: Regular meetings of the Board of Directors shall be held periodically without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. SPECIAL MEETINGS: Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than twenty-four (24) hours' notice to each Director.

Section 3. QUORUM: A majority of the Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. WAIVER OF NOTICE: Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors, in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Article VI
Powers and Duties of the Board of Directors

Section 1. POWERS: In addition to their other authority, the Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Elements and facilities, and the personal conduct of the members and their guests thereon, and to establish d) for the infraction thereof;

(b) Suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws or the Declaration;

(d) Remove a member of the Board of Directors with or without a cause;

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

(f) Foreclose the lien against property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same;

(g) Adopt and amend rules and regulations covering the details of the operation and use of the Property;

(h) Opening bank accounts on behalf of the Property and to designate the signatories required therefore,

(i) Purchase, lease or otherwise acquire in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all Unit Owners, Units offered for sale or lease or surrendered by the Owners to the Board of Directors;

(j) Purchase Units at foreclosure or other judicial sales in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all Unit Owners;

(k) Sell, lease, mortgage, vote the votes appurtenant to (other than for the election of members of the Board of Directors), or otherwise dealing with Units acquired by and to sublease Units

leased by the Board of Directors or its designee, corporate or otherwise, on behalf of all Unit Owners;

(l) Organize corporations to act as designees of the Board of Directors in acquiring title to or leasing of Units on behalf of all Unit Owners;

(m) Grant licenses for vending machines.

(n) The Board of Directors shall have a $750 limit of authority on all unbudgeted expenditures. This limit of authority shall also apply to any budgeted expenditures which exceed the budget amount by $750 or more except in the case of emergency.

(o) Members must serve on the Board of Directors for a two-year term within an eight-year period.

Section 2. DUTIES: It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by three-fourths (3/4) of the members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every Owner subject thereto at least ten (10) days in advance of each annual assessment period;

(d) Issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard and other insurance on property owned by the Association;

(1) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Elements to be maintained;

(h) Charge, in its discretion, reasonable fees for the use of any recreational facility which may be constructed upon the Common Elements;

(i) Suspend the voting rights of an Owner for any period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(j) Grant easements through or over Common Elements;

(k) Grant or withhold approval of any action by a Unit Owner or other person which would change the exterior appearance of a Unit or any other portion of the condominium;

(1) Make contracts and incur liabilities in connection with the operation of the condominium. However, the Board may not agree upon, approve, or enter into any long term (defined as one year or longer) contracts/agreements within 60 days prior to annual meeting and/or election of officers. Any such contracts shall be considered in violation of the By-Laws and, therefore, void

(m) Maintain a current roster of names and addresses of Unit Owners to which all notices shall be sent;

(n) Deny the right to vote at an Association meeting to a Unit Owner who shall not have furnished to be the Association the Unit Owner's name and current mailing address.

Article VII
Officers and Their Duties

Section 1. ENUMERATION OF OFFICES: The officers of this Association shall be a President, Vice President, and Secretary who shall at all times be members of the Board of Directors, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. ELECTION OF OFFICERS: The election of officers shall take place at the first meeting of the Board of Directors, following each annual meeting of the members.

Section 3. TERM: The officers of this Association shall be elected annually by the Board and each shall hold office until his successor is elected, unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. SPECIAL APPOINTMENTS: The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5. RESIGNATION AND REMOVAL: Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time, giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any late time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. VACANCIES: A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. MULTIPLE OFFICES: The offices of Vice President and Secretary, Vice President and Treasurer, and Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. DUTIES: The duties of the officers shall be as follows:

(a) President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks if required to do so by resolution of the Board of Directors.

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

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by the Board of Directors; shall sign all checks and promissory notes of the Association; keep
proper books of account including computation of interest on delinquent member accounts and report monthly unpaid balances to those members and to the Board prepare and deliver calendar year income and expenses of that treasurer's term to a public tax accountant; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year shall prepare a quarterly statement of income and expenses for the Board of Directors; shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members. The term for the Treasurer will be two years.

Article VIII
Committees

The Association shall appoint an Architectural Control Committee, as provided in the Declaration. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

Article IX
Books and Recorsts

The books, records and papers of the Association shall at all time, during reasonable business hours, be subject to inspection by any member. The Declaration, Articles, and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

Article X
Assessments

As more fully provided in the Declaration, each member is obligated to pay to the Association

annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date, the assessment shall bear interest from the date of delinquency at the highest interest rate allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for therein by nonuse of the Common Elements or abandonment of his Unit.

Article XI
Abatement and Enjoining of Violations

The violation of any rule or regulation adopted by the Board of Directors, or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in these By-Laws: (a) to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of the trespass; or (b) to enjoin, abate or remedy such thing or condition by appropriate legal proceedings.

Article XII
Sale and Lease of Units

Section 1. SALES AND LEASES: ~ No Unit Owner may sell or lease his Unit or any interest therein except by complying with the provisions of this section. A Unit Owner's sale of his Unit shall include the sale of (a) the undivided interest in the Common Elements and facilities appurtenant thereto; (b) the interest of such Unit Owner in any Units theretofore acquired by the Board of Directors, or its designee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; and (c) the interest of such Unit Owner in any other assets of the Property, hereinafter collectively called the "appurtenant interests."

Section 2. LEASE: Any lease shall be consistent with these By-Laws and shall provide that it may not be modified, amended, extended or assigned, without the prior consent in writing of the Board of Directors, that the tenant shall not sublet the demised premises, or any part thereof, without the prior consent in writing of the Board of Directors, and that the Board of Directors shall have power to terminate such lease and to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of default by the tenant in the performance of the terms and conditions of such lease. Except as hereinbefore set forth, the form of any such lease shall be the then current form of apartment lease recommended by the Wisconsin Real Estate Board, with such modifications as shall be approved in writing by the Board of Directors.

Section 3. FINANCING OF PURCHASE OF UNITS BY BOARD OF DIRECTORS: Acquisition of Units by the Board of Directors, or its designee, on behalf of all Unit Owners, may be made from the working capital and common charges in the hands of the Board of Directors, or if such funds are insufficient, the Board of Directors may levy an assessment against each Unit Owner in proportion to this ownership in the Common Elements and facilities, as a common charge, which assessment shall be enforceable in the same manner as provided herein. Alternatively, the Board of Directors may borrow money to finance the acquisition of such Unit provided, however, that no financing may be secured by an encumbrance or

hypothecation of any property other than the Unit so to be acquired by the Board of Directors.

Section 4. WAIVER OF RIGHT OF PARTITION WITH RESPECT TO UNITS ACQUIRED BY BOARD OF DIRECTORS: In the event that a Unit shall be acquired by the Board of Directors or its designee, on behalf of all Unit Owners as tenants in common, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit.

Section 5. PAYMENT OF ASSESSMENTS: No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until he shall have paid in full to the Board of Directors all unpaid common charges theretofore assessed by the Board of Directors against his Unit and until he shall have satisfied all unpaid liens against such Unit, except permitted mortgages.

Section 6. NOTIFICATION OF CONVEYANCE: Within five *(5)* days after a sale, transfer or conveyance (by land contract, mortgage, or otherwise) of any legal or equitable interest in a Unit, the purchaser or mortgagee shall deliver notice to the Association stating: (a) the date of the conveyance; (b) the Unit; (c) the purchaser's or mortgagee's name and mailing address; (d) the name and address of the Designee of such purchase, if any; and (e) any other information as may be required under the Condominium Documents or as may be reasonably requested by the Board.

Article XIII
Conflicts

These By-Laws are set- forth to comply with the requirements of the Wisconsin Unit Ownership Act. In case there is any conflict between the provisions of these By-Laws, the Act, the Declaration, the Plat, or the Articles, the following shall apply:

(a) The provisions of the Act control over the provisions of the Declaration, the Plat, the Articles and the By-Laws.

(b) The provisions of the Declaration control over the provisions of the Plat, the Articles and the By-Laws.

(c) The provisions of the Plat control over the provisions of the Articles and the By-Laws.

(d) The provisions of the Articles control over the provisions of the By-Laws.

Article XIV
Amendments

These By-Laws may be amended by affirmative vote of Unit Owners having at least sixty-seven (67%) of the votes at a regular or special meeting of the members.

Article XV
Fiscal Year

The fiscal year of the corporation shall be the annual periods beginning January 1st and ending December 31st, or such other fiscal year as the Board of Directors may, from time to time, designate.

Article XVI
Pets

No animal, except a permitted pet (as herein defined) shall be allowed within or about the premises. A permitted pet is defined as a single caged bird or common small tank fish.

Article XVII
Corporate Seal

This page contains signatures of the original directors affixed by a seal. You may obtain a copy at the courthouse.

2

BY-LAWS AMENDMENT

Document Number | Document Title

09988486

DOC.# 09988486

RECORDED 04/15/2011 11:34AM
JOHN LA FAVE
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 30.00
FEE EXEMPT #:

BY-LAWS AMENDMENT

FOR

KANE PLACE CONDOMINIUM

Recording Area

Name and Return Address

J. Timothy Lovett
1665 N. Water Street
Milwaukee, Wisconsin 53202

Legal description of land: Lot Thirteen (13) and Fourteen (14) in Block Two Hundred Thirty Three (233) in A.L. KANE'S SUBDIVISION INTO CITY LOTS of a part of the North East Fractional One-quarter (1/4) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

355-1351 through 355-1362 and new

Parcel Identification Number (PIN)
355-1363

For 1704 E. Kane Place Units #A through #F; 174 E. Kane Place Units #H through #M; 1904 N. Farwell Avenue Unit #N.

This document prepared by Attorney J. Timothy Lovett

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and $2.00 to the recording fee. Wisconsin Statutes, 59.43(2m).
WRDA HB Rev. 1/8/2004

RESOLUTION CONCERNING PETS

WHEREAS, Article XVI of the By-Laws of the Kane Place Condominium Association (hereinafter the "Association") provides that no animal, except a permitted pet shall be allowed or about the premises; and

WHEREAS, the Association wishes to permit limited pet ownership to its members;

THEREFORE BE IT RESOLVED:

That Article XVI of the By-Laws is amended to read as follows:

(a) No animal, except a permitted pet (as herein defined) shall be allowed within or about the premises. A permitted pet is defined as a domestic cat, single caged bird or common small tank fish. The number of permitted domestic cats that a Unit Owner may possess or maintain in the unit shall not exceed two (2).

By affirmative vote of 67% or more of the Unit Owners per Article XIV of the By-Laws.

Passed/failed this 25th day of October, 2010.

I, James Flint, as President of Kane Place Condominium Association do hereby attest that this Resolution was adopted in conformance with the Associations governing documents.

Subscribed and sworn to before me this 12th day of April, 2011

TIMOTHY LOVETT NOTARY PUBLIC STATE OF WISCONSIN

My commission ~~expires~~ is permanent

10313675

DOC.# 10313675

RECORDED 11/18/2013 09:29AM
JOHN LA FAVE
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 30.00
FEE EXEMPT #:

SECOND BY-LAWS AMENDMENT
Document Title

Document Number

SECOND BY-LAWS AMENDMENT FOR KANE PLACE CONDOMINIUM

WHEREAS, the Kane Place Condominium Association (hereinafter the "Association") amended Article XVI of the By-Laws on October 25, 2011 which was duly recorded with the Milwaukee County Register of Deeds on April 15, 2011 as Document Number 09988486;

WHEREAS, the Kane Place Condominium Association desires to amend Article XVI of the By-Laws;

THEREFORE, Article XVI is hereby amended as attached and incorporated and made an integral part of this document.

Legal Description of property: Lot Thirteen (13) and Fourteen (14) in Block Two Hundred Thirty Three (233) in A.L. KANE'S SUBDIVISION INTO CITY LOTS of a part of the North East Fractional One-quarter (1/4) of Section Twenty-one (21) in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

For 1704 E. Kane Place Units #A through #F; 1714 E. Kane Place Units #H through #M; 1904 N. Farwell Avenue Unit #N.

Effective Date of this Amendment shall be the date it is recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

This instrument was drafted and prepared by J. Timothy Lovett, Esq.

Recording Area

Name and Return Address

J. Timothy Lovett, Esq.
Water House Law Offices
1665 N. Water Street
Milwaukee, WI 53202

355-1351 through 355-1362 &
new 355-1363
PIN Number

RESOLUTION CONCERNING PETS

WHEREAS, Article XVI of the By-Laws of the Kane Place Condominium Association (hereinafter the "Association") provides that no animal, except a permitted pet shall be allowed or about the premises; and

WHEREAS, the Association wishes to permit limited pet ownership to its members;

THEREFORE BE IT RESOLVED:

That Article XVI of the By-Laws is amended to read as follows:

(a) No animal, except a permitted pet (as herein defined) shall be allowed within or about the premises. A permitted pet is defined as a domestic cat, a domestic dog, single caged bird or common small tank fish. The number of permitted domestic pets that a Unit Owner may possess or maintain in the unit shall not exceed two (2).

By affirmative vote of 67% or more of the Unit Owners per Article XIV of the By-Laws.

Passed the 31st day of October, 2012.

I, Francesca Tanuta, as President of Kane Place Condominium Association do hereby attest that this Resolution was adopted in conformance with the Association's governing documents.

Subscribed and sworn to before me
this 31st day of October, 2013.

TIMOTHY J. HOFFMEET
NOTARY PUBLIC
STATE OF WISCONSIN

My commission expires: 3/31/2014

Kane Place Condo Association
Pet Policy

The provisions noted here illustrate the pets-welcome policy for Kane Place Condo Association (hereafter known as the Association).

This policy pertains to any occupant of unit (unit owner, spouse/partner/significant other, children, relatives, renters, etc) as well as any pet caregiver (such as dog walker or house sitter). Unit owners are responsible for the pets of all visitors; such pets are subject to the same considerations as resident pets outlined in this policy. Unit owner is ultimately responsible for abiding by this policy.

All pet owners must comply with applicable local, state, and federal guidelines. Please note the City of Milwaukee currently regulates specific breed requirements for Pit Bull and Rottweiler breeds per Milwaukee Area Domestic Animal Control Commission (MADACC) regulations. For current information, visit http://madacc.com/faqs.htm

Notwithstanding any other provision herein, disabled individuals may keep assistance animals in their units. Furthermore, nothing herein shall hinder full access to the units and the common areas by individuals with disabilities.

A. Registration

Pet owners must complete and sign a Kane Place Pet Registration Form (attached herein) for each pet and submit to the Kane Place Condo Association Board (hereafter known as the Board), via the Property Manager, within 30 days of pet occupancy. A current photograph must be attached for any pet, excluding fish.

1. Any pet residing in a unit more than 30 days/calendar year must be registered with the Board as a resident pet.

2. A one-time refundable pet deposit fee of $50 per unit will be paid to the Condo Association and is due with the Pet Registration Form. All pets within a unit are covered by a single deposit. Deposit will be returned at the conclusion of pet occupancy, provided the cost of any damage or injury and/or fines levied for pet policy violations have been paid in full.

B. Regulations

1. Pets shall not be kept, bred, or used for any commercial purpose.

2. Pets must be confined to the pet owner's unit and must not be allowed to roam free or be tethered in either indoor or outdoor common areas. Pets must not be left unattended on patios, balconies, or stairways at any time.

3. Pet owners and pet caregivers in transit with their pets must enter and exit the building only through rear entrances (leading to the alley, not Kane Place), unless in a life or safety emergency or as otherwise directed by the Association. Pets in transit must be carried, restrained by a leash, or placed in an animal carrier.

4. Persons who walk pets are responsible for immediately cleaning up after their pet and discarding securely bagged pet droppings in designated trash areas.

5. Pet owners are responsible for any damage to indoor or outdoor common areas caused by their pets. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage is also the full responsibility of the pet owner.

6. No pet shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior include, but are not limited to:
    a. Pets whose behavior causes personal injury or property damage
    b. Pets whose behavior is consistently unruly, such as nipping or biting
    c. Pets who make noise continuously to the disturbance of another unit occupant
    d. Pets who relieve themselves on walls or floors of common areas
    e. Pets who exhibit aggressive or other dangerous behavior
    f. Pets who are conspicuously unclean or parasite infested

7. Pet owners, pet caregivers, and unit owners shall indemnify the Association and hold it harmless against loss or liability of any kind arising from their pets.

C. Enforcement

1. The Board recommends any resident observing an infraction of these rules to discuss the infraction in a neighborly fashion with the pet owner in an effort to secure voluntary compliance.

2. If the complaint is not resolved, the owner with the complaint must put the complaint in writing (email is sufficient) and send it to the Property Manager.

3. If the Board finds sufficient evidence to support the claim, they will send a written warning (email is sufficient) that outlines the policy violation. If damage to a common area occurred as a part of the violation, the Board will charge the owner for the repair (see Appendix A below). The Board reserves the right to charge a pet owner for any administrative or legal costs incurred as a result of pet policy violations.

4. Upon further noncompliance (second violation), and written notice as outlined previously, the Board will determine if evidence exists to support the claim. If the Board determines the claim is supported, the pet owner will be notified in writing of the second violation, charged a $100 fee (non-refundable), and if damage occurred, charged to fix that damage (see Appendix A below).

5. If a third violation occurs, the owners and the Board will follow the same processes as outlined above. If evidence exists to support the third claim, the Board will notify the pet owner of the third violation in writing, charge the owner a $150 fee (non-refundable), and if damage occurred, charge the owner to fix that damage (see Appendix A below).

6. If the Board determines that a fourth violation has occurred, then the Board reserves the authority to require the pet owner to remove the pet permanently from the premises.

Appendix A

Infraction	Fee	Notes
Pet policy first violation	Warning letter	Per Section C (2)
Pet policy second violation	$100	$50 of this amount will be taken from the initial pet deposit
Pet policy third violation	$150	See Section C (5)

Kane Place Condo Association
Pets/Animal Welcome Policy
(Amended 02/2020)

The provisions noted here illustrate the pets-welcome policy for Kane Place Condo Association (hereafter known as the Association).

This policy pertains to any occupant of unit (unit owner, spouse/partner/significant other, children, relatives, renters, etc) as well as any pet/animal caregiver (such as dog walker or house sitter). Unit owners are responsible for the pets/animals of all visitors; such pets/animals are subject to the same considerations as resident pets outlined in this policy. Unit owner is ultimately responsible for abiding by this policy.

All pet/animal owners must comply with applicable local, state, and federal guidelines. Please note the City of Milwaukee currently regulates specific breed requirements for Pit Bull and Rottweiler breeds per Milwaukee Area Domestic Animal Control Commission (MADACC) regulations. For current information, visit http://madacc.com/faqs.htm

Notwithstanding any other provision herein, disabled individuals may keep assistance animals in their units. Furthermore, nothing herein shall hinder full access to the units and the common areas by individuals with disabilities.

A. Registration
Pet/Animal owners must complete and sign a Kane Place Pet/Animal Registration Form (attached herein)
for each pet/animal and submit to the Kane Place Condo Association Board (hereafter known as the Board), via the Property Manager, within 30 days of pet/animal occupancy. A current photograph must be attached for any pet/animal, excluding fish. Two (2) dogs or two (2) cats maximum (or one (1) of each) are allowed per unit. For other types of pets/animals, or if the number needs to exceed two(2) for any reason, the number allowed and type of pet/animal must to be approved by the board after a formal written request to the board.

1. Any pet/animal residing in a unit more than 30 days/calendar year must be registered with the Board as a resident pet/animal.

2. A one-time refundable pet deposit fee of $50 per unit will be paid to the Condo Association and is due with the Pet/Animal Registration Form. All pets within a unit are covered by a single deposit. Deposit will be returned at the conclusion of pet occupancy, provided the cost of any damage or injury and/or fines levied for pet policy violations have been paid in full.

B. Regulations

1. Pets/animals shall not be kept, bred, or used for any commercial purpose.

2. Pets/Animals must be confined to the pet/animal owner's unit and must not be allowed to roam free or be tethered in either indoor or outdoor common areas. Pets/Animals must not be left unattended balconies or stairways at any time.

3. Pet/Animal owners and pet/animal caregivers in transit with their pets/animals must enter and exit the building only through rear entrances (leading to the alley, not Kane Place), unless in a life or safety emergency or as otherwise directed by the Association. Pets/Animals in transit must be carried, restrained by a leash, or placed in an animal carrier.

4. Persons who walk pets/animals are responsible for immediately cleaning up after their pet/animal and discarding securely bagged pet/animal droppings in designated trash areas.

5. Pet/Animal owners are responsible for any damage to indoor or outdoor common areas caused by their pets/animals. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage is also the full responsibility of the pet/animal owner.

6. No pet/animal shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior include, but are not limited to:
    a. Pets/Animals whose behavior causes personal injury or property damage
    b. Pets/Animals whose behavior is consistently unruly, such as nipping or biting
    c. Pets/Animals who make noise continuously to the disturbance of another unit occupant
    d. Pets/Animals who relieve themselves on walls or floors of common areas
    e. Pets/Animals who exhibit aggressive or other dangerous behavior
    f. Pets/Animals who are conspicuously unclean or parasite infested

7. Pet/Animal owners, pet/animal caregivers, and unit owners shall indemnify the Association and hold it harmless against loss or liability of any kind arising from their pets/animals.

C. Enforcement

1. The Board recommends any resident observing an infraction of these rules to discuss the infraction in a neighborly fashion with the pet/animal owner in an effort to secure voluntary compliance.

2. If the complaint is not resolved, the owner with the complaint must put the complaint in writing (email is sufficient) and send it to the Property Manager for Board review.

3. If the Board finds sufficient evidence to support the claim, this will be considered the first violation. The Property Manager will send a written warning (email is sufficient) that outlines the policy violation. If damage to a common area occurred as a part of the violation, the Board will charge the owner for the repair. The Board reserves the right to charge a pet/animal owner for any administrative or legal costs incurred as a result of pet/animal policy violations. See Appendix A below.

4. Upon further noncompliance (second violation), and written notice as outlined previously, the Board will determine if evidence exists to support the claim. If the Board determines the claim is supported, the Property Manager will notify the pet/animal owner in writing (email is sufficient) of the second violation, charged a $100 fee (non-refundable), and if damage occurred, charged to fix that damage. See Appendix A below.

5. If a third violation occurs, the owners, the Board, and the Property Manager will follow the same processes as outlined above. If evidence exists to support the third claim, the Board will notify the pet/animal owner of the third violation in writing (email is sufficient), charge the owner a $150 fee (non-refundable), and if damage occurred, charge the owner to fix that damage. See Appendix A below.

6. If the Board determines that a fourth violation has occurred, then the Board reserves the authority to require the pet/animal owner to remove the pet/animal permanently from the premises.

Appendix A

Infraction	Fee	Notes
Pet/animal policy first violation	Warning letter	Per Section C (3)
Pet/animal policy second violation	$100	Per Section C (4). $50 of this amount will be taken from the initial pet deposit (if applicable)
Pet/animal policy third violation	$150	Per Section C (5)

KANE PLACE CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION D

ARTICLES OF INCORPORATION

0606W166666

Sec. 181.1005
Wis. Stats.

DEPT OF FINANCIAL INSTITUTIONS STATE OF WISCONSIN
2012 MAR -2 AM 10:04

State of Wisconsin
Department of Financial Institutions
Division of Corporate and Consumer Services

ARTICLES OF AMENDMENT – NONSTOCK CORPORATION

A. The present corporate name (prior to any change effected by this amendment) is:

Wallard Manor Condominium Association, Inc.
(Enter Corporate Name)

Text of Amendment (*Refer to the existing articles of incorporation and the instructions on the reverse of this form. Determine those items to be changed and set forth the number identifying the paragraph being changed and how the amended paragraph is to read.*)

RESOLVED, THAT the articles of incorporation be amended as follows: Name Change to Kane Place Condominium Association, Inc.

03/02/2012 10:37 AM
DCorp $25.00
101253 #. 1

B. Amendment(s) adopted on March 16th, 1992

(*Indicate the method of adoption by checking (X) the appropriate choice below.*)

STATE OF WISCONSIN FILED
MAR - 7 2012
DEPARTMENT OF FINANCIAL INSTITUTIONS

☐ In accordance with sec. 181.1002, Wis. Stats. (By the Board of Directors)

OR

☒ In accordance with sec. 181.1003, Wis. Stats. (By Members)

OR

☐ In accordance with sec. 181.1004, Wis. Stats. (By Members voting by Class)

C. Approval by 3rd Person (Contingency Statement)

☐ Written approval for amending the articles of incorporation was obtained from the person whose approval is required by a provision of the articles of incorporation authorized under sec. 181.1030.

D. Executed on 2/20/12 (Date)

Francesca Tenuta (Signature)

Title: ☒ President ☐ Secretary
or other officer title _____

_____ (Printed name)

This document was drafted by Angela Snyder - Property Manager
(Name the individual who drafted the document)

FILING FEE - $25.00 See instructions, suggestions and procedures on following page

ARTICLES OF AMENDMENT (Ch. 181, Nonstock)

1665 N. Water St.
Milwaukee, WI 53202

▲ Your **return address** and **phone number** during the day: (414) 270 - 1381

INSTRUCTIONS (Ref. sec. 181.1005 Wis. Stats. for document content)

Submit one original and one exact copy to Dept. of Financial Institutions, P O Box 7846, Madison WI, 53707-7846, together with a **FILING FEE of $25.00,** payable to the department. Filing fee is **non-refundable.** (If sent by Express or Priority U.S. mail, address to 345 W. Washington Ave., 3rd Floor, Madison WI, 53703). The original must include an original manual signature, per sec. 181.0120(2), Wis. Stats. **NOTICE:** This form may be used to accomplish a filing required or permitted by statute to be made with the department. Information requested may be used for secondary purposes. If you have any questions, please contact the Division of Corporate & Consumer Services at 608-261-7577. Hearing-impaired may call 608-266-8818 for TDY.

A. Enter the name of the corporation (before any change effected by this amendment) and the text of the amendment(s). The text should recite the resolution adopted (e.g., "Resolved, that Article 1 of the articles of incorporation be amended to read: . . . . . (set forth the amended article).

B. Enter the date of adoption of the amendment(s). If there is more than one amendment, identify the date of adoption of each. Mark (X) one of the three choices to indicate the method of adoption of the amendment(s).

By Board of Directors – Refer to sec. 181.1002 for specific information on the character of amendments that may be adopted by the Board of Directors without the approval of members with voting rights.

By Members – Adoption by members requires 2/3rd of votes cast or a majority of the voting power, whichever is less, except as conditioned by the articles of incorporation, bylaws, ss. 181.1002(1), 181.1030 or other provisions of Ch. 181, Wis. Stats.

By Members thru Class Voting – Refer to sec. 181.1004 for specific information on class voting by members.

C. Approval by Other Person – Amendment of the articles of incorporation may require the approval of a person other than the board or members, if so specified in the articles of incorporation under sec. 181.1030.

D. Enter the date of execution and the name and title of the person signing the document. The document must be signed by one of the following: An **officer** of the corporation (or incorporator if directors have not been elected), or a court-appointed receiver, trustee or fiduciary. A director is **not** empowered to sign.

If the document is executed in Wisconsin, sec. 182.01(3) provides that it shall not be filed unless the name of the person (individual) who drafted it is printed, typewritten or stamped thereon in a legible manner. If the document is not executed in Wisconsin, enter that remark.

KANE PLACE CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION E

MANAGEMENT CONTRACT

MANAGEMENT AGREEMENT

On APRIL 14, 2023, KANE PLACE CONDOMINUM ASSOCIATION (the "Association"), located at 1704 E. KANE PLACE, MILWAUKEE, WISCONSIN 53202 and Hunt Management Incorporated,. ("**Agent**"), located at 10520 N. BAEHR ROAD, SUITE Q, MEQUON, WISCONSIN, hereby enter into this Management Agreement (the "Agreement"), under which the Association hereby appoints Hunt Management Incorporated as its sole and exclusive managing agent. Agent shall perform the following services in the name of and on behalf of the Association, and the Association hereby gives Agent the authority and power required to perform these services.

1. **TERM**. This Agreement shall be effective as of JUNE 1, 2023, and is for a 1 year term (the "**Initial Term**"). Upon expiration of the Initial Term, this Agreement shall automatically renew for successive twelve (12) month periods (the "**Renewal Term**"), unless either party gives written notice not more than one hundred eighty (180) days and not less than ninety (90) days prior to the expiration of the then current term of the Agreement of its intention not to renew the Agreement. The Management Fee, as defined below, shall increase on the first day of each successive Renewal Term by a minimum of 3.00%.

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

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

AGREEMENT PERIOD	MANAGEMENT FEE
JUNE 1, 2023 – MAY 31, 2024	$ 1,500.00per month
Onboarding Fee: $500.00	Board Meetings: $100.00 / HOUR
Current Unit Count: 13	Inspections: $100.00 / HOUR

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

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

Charges for services performed under this Section shall be at (i) rates mutually agreed upon by Agent and the Association at the time work is authorized, or (ii) hourly rates stipulated in Exhibit A then in effect. Fees for Non-Routine Services shall be recorded by Agent in an itemized form and billed on a monthly basis. Invoices shall be due and payable within ten (10) days of billing. The Association must identify any billing errors or request any adjustment to any paid bill for Non-Routine Services within thirty (30) days of receipt; otherwise, all bills shall be deemed correct and any rights to adjustments waived. Outstanding obligations to Agent fifteen (15) or more days beyond the due date will incur a monthly charge of 1.50% of the total outstanding amount due Agent, to be calculated on the first day of each month.

3. **ADMINISTRATION OF SERVICES.** Agent will provide the Association with efficient business and financial administration, supervision and/or oversight as required within the Agreement, and advisory services that are consistent within the best interests of the Association and standard industry portfolio management practice. Agent will use its best efforts to systematically respond to the requirements necessary to administer the Association and meet the obligations contained herein. Agent will establish its own internal methods and processes, and the Association agrees that it will not unreasonably interfere with Agent's discharge of its duties. When regarded as necessary in its professional opinion, Agent is authorized to consult with the Association's legal counsel concerning the operation of the Association. Agent does not have the authority to provide and shall not be responsible for providing legal advice to the Association regarding the interpretation or application of law.

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

In addition, Agent may engage in agreements with third parties to help subsidize, reduce, or eliminate costs normally incurred by the Association. These activities shall not be considered to be a conflict of interest or otherwise obligate Agent to take any action except as it may agree to with a third party or any Owner.

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

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

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

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

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

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

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

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

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

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

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

which may at any time become due by way of legal process or otherwise as may be required for the collection of delinquent assessments from the Owners, except that any refunds that may be due the Association from the IRS shall be monitored and collected by the Association's independent auditor/accountant, and all communications with the IRS will be through the Association's independent auditor/accountant. All expenses related to the collection of delinquent accounts shall be an expense of the Association.

(b) **Deposits.** The Association agrees that for uniform processing and cost efficiencies, Agent will determine the receiving post office, lockbox, and financial institution(s) into which the Association's operating funds are deposited and maintained. All of the Association's account(s) will be established and maintained in a manner to indicate Agent's custodial nature thereof. The financial institution or institutions selected by Agent shall be insured by the federal government; the account or accounts shall be in the Association's name and federal tax identification number; and the Association's funds shall not be commingled with funds of any other party. Association acknowledges that in an effort to reduce or eliminate Association banking costs, Agent has established financial institution partnerships where the Association may maintain such monetary accounts; recognizing that this may cause Agent to incur additional account maintenance costs (i.e. deposit processing, transaction reconciliations, exception processing, software integrations, etc.), these partnering financial institutions may provide Agent with cost remuneration.

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

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

(e) **Investments.** If directed by the Association, Agent will purchase negotiable instruments, certificates of deposit, treasury bills, and other such investments at the rates established in Exhibit A. Any investment service fees will be at the expense of the Association. Agent is not a professional financial advisor and makes no representation to this effect, and Agent does not purport to substitute for the services of such. All risks associated with the decision to buy such financial products shall be borne by the Association.

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

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

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

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

(b) **Meeting Administration and Attendance.** Agent shall supervise the organization of all general membership meetings and, in particular, the Annual Meeting of the Association. Agent shall NOT record the minutes of any meeting ~~if requested by the Board of Directors.~~ Agent shall NOT attend ~~up to~~ _____ ~~four (4)~~ Board meetings and ~~all~~ membership meetings ~~annually~~, EXCEPT AS REQUESTED BY THE BOARD OF DIRECTORS. Unless otherwise agreed in advance, evening meetings will be conducted Monday through Thursday. ~~Any meeting which exceeds two (2) hours in duration is~~ ALL MEETINGS ARE subject to extra charges in accordance with the rates in Exhibit A.

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

(d) **Insurance Administration.** Agent shall assist the Board and its qualified insurance broker, which Agent may designate at its discretion on behalf of the Association, in meeting the Board's obligation to acquire and maintain all forms of insurance required by the Governing Documents and as dictated by prudent business practice. The Association agrees that its qualified insurance broker is responsible for ensuring the placement of the full scope of insurance necessary for the Association's protection and as required by the Association's Governing Documents.

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

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

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

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

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

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

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

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

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

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

(i) **Emergency Services Program.** Agent shall establish and maintain a twenty-four (24) hour, seven (7) days a week, emergency system for communications with Owners. Emergencies include, but are not limited to, no heat, hot water or air-conditioning, electrical failure, suspected gas leaks, fire, broken water pipe or major leak, sewer back-up, property damage (i.e. storm damage, vandalism, etc.) or personal injury. Residents calling the emergency on-call service will be required to provide the Association's name, their name, and a telephone number at which they can be reached. After-hour responses to non-emergencies will be billed in accordance with Exhibit A.

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

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

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

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

9. **PERSONNEL.** Agent and the Association agree that:

(a) **On-Site Personnel.** On the basis of annual operating budgets, job standards, wage rates, and/or a plan of operation previously approved by the Board or its Liaison, Agent may directly hire, pay, train, supervise, investigate, and discharge the on-site employees who are necessary to properly maintain and operate the Association (the "**On-Site Personnel**"). With respect to costs and liability, such On-Site Personnel, though employees of Agent, shall be the financial responsibility of the Association, unless specifically provided otherwise herein. The Association shall reimburse Agent for all of Agent's On-Site Personnel assigned to the Association; such reimbursement shall include salaries, taxes, payroll, benefits, workers' compensation, and Agent's administration costs. Any non-exempt employee working in excess of forty (40) hours per week will be paid at time and one-half. The Association authorizes the regular funding of employee expenses by electronic means prior to issuance of payroll in accordance with Agent's payroll and benefits schedules. There shall be no replacement personnel required during routine periods of vacation or sick leave; and

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

expenses associated with the Association Employees shall be paid from the funds of the Association under the Association's payroll tax identification number.

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

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

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

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

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

12. ANNUAL AUDIT. The Association will have an annual audit performed at its own cost annually. Agent shall cooperate fully with the independent certified public accountant in the conduct of the annual audit, including making all records, books, and accounts available for their inspection and review, and shall do such at no additional expense to the Association provided the audit is completed within ninety (90) days following the close of the fiscal year being audited. Audits will be conducted in Agent's principal office, and auditors will coordinate with Agent for scheduling purposes. The Association acknowledges that Agent cannot be responsible for any discrepancy of records that have been removed from Agent's office by the Association or its representatives prior to the conclusion of any audit.

13. INDEMNIFICATION. The Association, at its sole cost, agrees to indemnify, defend, and hold harmless Agent and its affiliates, and their respective shareholders, members, directors, managers, officers, employees, agents, attorneys, representatives, and assigns (individually and collectively, the "**Agent Indemnitee**") from and against any and all losses, damages, judgments, rulings or settlements, and all reasonable costs, expenses and attorneys' fees (collectively, "**Damages**"), incurred by any Agent Indemnitee related to or arising out of any and all claims or legal, administrative, or regulatory actions and proceedings and subpoenas asserted or brought against such Agent Indemnitee in connection with (a) the performance of the obligations or responsibilities of Agent under the terms of this Agreement, (b) any action taken by any Agent Indemnitee pursuant to the express or implied direction of the Association, or any act or omission taken by any Agent Indemnitee reasonably and in good faith for a purpose that was reasonably believed to be in the best interests of the Association, and (c) the operation, maintenance, physical condition, or ownership of the Property, or any alleged acts, omissions, or incidents occurring during or related to the management by Agent under this Agreement; provided, however, that the foregoing indemnification shall not extend, with respect to any Agent Indemnitee, to any Damages that are caused by such Agent Indemnitee's criminal acts, willful misconduct, gross negligence, or material breach of this Agreement by Agent. The Association's obligation to defend, indemnify, and hold harmless any Agent Indemnitee is subject to the condition that as to any particular event: (x) the Agent Indemnitee shall notify the Association in writing as soon as practicable after notice of any such claim is received, and (y) no Agent Indemnitee shall take any steps which could prejudice the defense thereof or otherwise prevent the

Association from fully conducting such defense. In the event a claim is made or an action or proceeding is brought against an Agent Indemnitee but not the Association, or legal ethical requirements would require separate counsel for an Agent Indemnitee to adequately protect its interests, the choice of such counsel shall be made by Agent, subject to the prior approval of the Association, which approval shall not be unreasonably withheld. The Association shall promptly pay the costs of such counsel. The provisions of this Section shall survive the termination of this Agreement.

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

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

(b) Umbrella or excess liability insurance with limits of no less than $1,000,000 per occurrence and in the aggregate;

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

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

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

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

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

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

15. TERMINATION. This Agreement may be terminated by:

(a) Written notice of an intent not to renew not more than one hundred eighty (180) days and not less than ninety (90) days prior to the expiration of the then current term of the Agreement;

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

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

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

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

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

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

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

(c) Unless otherwise instructed in writing, pay all invoices for which the Association is responsible which have been received by Agent as of the date of the last routinely scheduled disbursement prior to the last day of the term of the Agreement, except for any invoices in dispute. Agent shall not be responsible in any manner for sums due others by the Association. With respect to any invoices or outstanding sums due

Agent which are in dispute, a separate escrow account equal to the amount of such invoices or outstanding sums may be established by Agent from the Association's funds in order to secure payment. As to any other invoices in dispute by the Association, the Association agrees to retain ultimate responsibility to the provider of such services or goods represented by such invoice. Additionally, the Association shall bear the costs of any legal action between itself and the vendor, should such occur, and the Association shall hold harmless and defend Agent from any such obligations. Upon discharge of all obligations as herein cited, any remainder in the escrow account shall become the property of the Association; and

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

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

17. DIGITAL PRODUCTS.

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

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

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

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

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

19. AGENT'S RELATIONSHIP TO OTHER ENTITIES. Exhibit B contains a list of those entities, as of the date of this Agreement, that may perform or deliver goods or services (other than management services) to the Association and with which Agent is affiliated. If in the future Agent becomes affiliated with any entity not identified on Exhibit B, Agent agrees to disclose such relationship to the Board prior to the delivery of goods or services. If Agent is related to or has a financial or business relationship with a Board member, Agent agrees to disclose such relationship. Notwithstanding the foregoing, the Association acknowledges that the following activities do not constitute a violation of this Section:

(a) Agent or its affiliates may earn a profit as a result of operating purchasing plans and programs, the purpose of which is to provide price and quality benefits to the Association and/or its residents; and

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

Purchase of any product and/or service which is part of any program or marketing plan operated by Agent or its affiliates is voluntary and is not in any manner required by the provisions of this Agreement.

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

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

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

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

24. CHOICE OF LAW. This Agreement shall be construed in accordance with the laws of the state in which the Property is located. In the event any litigation is initiated to enforce any provision of this Agreement, the substantially prevailing party as determined by the court shall be entitled to recover reasonable attorneys' fees and costs incurred in the litigation.

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

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

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

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

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

Signature page follows.

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

Association: KANE PLACE CONDOMINIUM

Date: 4/14/2023

By: Nick Dobberpuhl

Name: NICK DOBBERPUHL

Title: PRESIDENT

Address: 1704 E. KANE PLACE #F, MILWAUKEE, WI 53202

Agent: HUNT MANAGEMENT INCORPORATED

Date: 4-17-23

By:

Name: JEFFREY S. HUNT

Title: PRESDIENT AND GENERAL MANAGER

Address: 10520 N. BAEHR ROAD, SUITE Q.
MEQUON, WI 53092

2022 Standard Exhibit A&B
Itemized Charges for Periodic Routine Services
ASSOCIATION: KANE PLACE CONDOMINIUM

Exhibit A

Item	Charge
Records Storage / Delivery / Destruction	$4.00 per box per month
Electronic Data Storage	$9.99 per month
Physical Records Digital Conversion	$100.00 per box
Account Maintenance Fee	$1.07 per unit per month
Replacement Coupon Booklets	$9.99 per booklet with (12) envelopes included
Project Administration Fee	1% charge on all capital projects that exceed $10,000
Year End Financial Postcard	$1.50 each
Envelope (various sizes and types)	$0.30 each - $0.99 each
Postage	Direct cost
Manual Check Application/Deposit	$3.00 each
Billing Statement	$2.25
E-Statement	$1.15
Friendly Reminder Notice Notice of Late Assessment (NOLA) Affidavit Package Notice of Intent to Lien Attorney Package Preparation / Fees for Legal Services	$10.00 per notice (owner charge) $15.00 per notice (owner charge) $25.00 (owner charge) $175.00 per notice (owner charge) $75.00 per notice (owner charge)
NSF Fee	$50.00 per check (owner charge)
Community Mailings (folding and stuffing, etc.)	$.25 per piece & supplies reimbursement
Label (various sizes and types)	$0.15 - $0.30 each
AP Check Stock / Extra Check Run	$1.00 each / $30.00 per check
Black & White Copy / Color Copy / Scanned Document	$0.25 per page B&W / $1.00 per page color / $0.25 per scan
1099/1096 Forms	$35.00 set up each association + $15.00 per form
Tax Preparation Administrative Fee	$50.00 annually
Auditor Assistance	$125.00
Acting as Agent of Record for Association	$50.00 annually
Certified Mail	$2.00 per piece plus direct postage costs
Courier/ FedEx/UPS Overnight	Direct Cost plus $1.00
Gate Card/Key Processing	$10.00 per request if utilized
TownSq ARC	$30.00 recurring monthly charge. $10.00 per architectural application through TownSq $25.00 per architectural application for custom / non TownSq
Annual Office Supply Fee	$2.50 per unit annually
New Client Set Up Fee	$15.00 per unit / $300 minimum $300.00 (Financial Only) $500.00 (Associations with less than 100 units) $5.00 per unit not to exceed one Month's Management Fee (Associations with more than 100 units)
Alternative Services	
Loan Placement Fee (negotiation/securing loan for client)	1% of loan if utilized
Special Assessment Processing Fee	$10.00 per unit if utilized
Project Oversight	10% Percentage of additional contract project oversight in excess of $10,000 if utilized, will apply if Agent and Association enter into an additional written agreement with clear specifications and agreed upon by both parties.

Insurance Loss Management	20% of total loss over $25,000. In the event of an insurance loss, this fee only applies if Agent serves in any capacity as coordinator of the insurance claim. If Agent does coordinate the insurance claim, the fee will be added to the insurance claim resulting in zero dollars out-of-pocket to the Association. If the Association chooses to manage the insurance claim, then Agent is not entitled to this fee.
Foreclosure Tracking Service	$20.00 per summons
Resale Leasing Rental Application	$100.00 per application if utilized
Meeting Attendance	$100.00 per hour per person if exceeds contract obligations
CAM Hourly Rate	$100.00 per hour if exceeds contract obligations
Meeting Minutes	$75.00 if exceeds contract obligations

Payroll Processing & Benefits Administration & Employee Screening	
Payroll Processing—Onsite Personnel Includes 941 tax filings, regulatory filings & W-2's, federal and state taxes, workers' compensation insurance, payroll processing expense, Cobra administration and other governmental reporting requirements and AGC's overhead costs and liability insurance.	Total Cost Plus 10% - Administrative Total Cost Plus 12% - Maintenance
Benefits Administration— Onsite Personnel All full-time employees (40 hours/week) are entitled to a group medical and life insurance program which goes into effect on the first day of the month following 30 days of employment.	$525.00 per month for all full-time billable onsite Personnel ***Estimated 2020 rate. Actual rate may vary based on cost.**
Health Savings Account Contribution Certain medical plans offered by Associa come with a Health Savings Account. Contributions are made Semi-annually in January and July of each year.	$250.00 per contribution per employee ***Estimated 2020 contribution rate. Actual cost may vary and will be adjusted annually.**
Employee Screening Costs— Onsite Personnel (county and state criminal background, drug screen, motor vehicle report, social security report, etc.).	Direct cost

Special Services	
VOLO Village™	$2.50 per unit per month
Associa Community Newsletter	$35.00 newsletter production plus mailing costs
Violation Letter	$3.00 per violation letter plus mailing costs
Direct Pass Through	Direct cost + 10% (excludes mileage)

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

Association: KANE PLACE CONDOMINIUM Date: 14 April 2023

By: Nick Dobberpuhl Name: NICK DOBBERPUHL

Agent: HUUNT MANAGEMENT INCORPORATED Date: 4-17-23

By: Jeffresy S. Hunt Name: JEFFRESY S. HUNT

Exhibit B

Advanced Technology Group (C3)
Associa Abstract Services, Inc.
Associa Advantage, Inc.
Associa Client Shared Services Center, Inc.
Associa Community Association Websites, Inc.
Associa Community Watch
Associa Developer Services, Inc.
Associa OnCall
Associa Supports Kids
Association Times, Inc.
Associations Insurance Agency, Inc.
CINC
Community Archives, Inc.
Enterprise Bank & Trust
First Associations Bank
First National Bank of Kemp
HOA Collection Services, Inc.
Lincoln Hancock Restoration, LLC
Mutual of Omaha Bank
Pacific Premier Bank
PayLease
Platinum Title Sevices, LLC
SenEarthCo
Union Bank

*Other entities as periodically may be disclosed through amendment of the Agreement or as published on Agent's website.

Association: KANE PLACE CONDOMINIUM

Date: 4/14/2023

By: Nick Dobberpuhl

Name: NICK DOBBERPUHL

Agent: HUUNT MANAGEMENT INCORPORATED

Date: 4-17-23

By: Jeffresy S. Hunt

Name: JEFFRESY S. HUNT

KANE PLACE CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION F

ANNUAL OPERATING BUDGET

A Community Presence

October 16, 2024

TO: All Kane Place Condominium Unit Owners

RE: **2025 Approved Budget**

For your review, use and file we have enclosed 2025 Approved Budget.

After reviewing the Association's financial status, the Board of Directors has resolved that your monthly condominium fees will increase for the 2025 calendar year. Your monthly condominium fees will be going to **$530.00** per month, beginning January 1, 2025. The utilities assessment will be $165.00 per month and if you have a parking space(s) the cost will be $155.00 per month per space.

The reason's for the increase is due to rising costs in insurance, water, sewer, electric, gas, capital expenditure, and due to a structural repair found in the basement.

If you are paying via automatic withdrawal, we will continue to withdraw the monthly fee, electric fee, and parking fee from your account in the same manner as was done in 2024. For those of you that have your bank pay your fees, please advise them to send checks to the following mailing address:

Kane Place Condominium Inc.
c/o Hunt Management, Inc.
P.O. Box 1755
Arlington Heights, IL 60006-1755

As always, your Board of Directors and Hunt Management will continue their efforts toward maintaining and improving the financial and physical soundness of the Association and both thank you for your continued understanding and support. Should you ever have any questions about the Association's financial status, please do not hesitate to contact the undersigned.

Sincerely,

Hunt Management Incorporated, AAMC
Management Company for
Kane Place Condominium Association

Wayne Grabowska

Wayne Grabowska
Property Manager

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

huntmanagement.com
888-305-1071

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

KANE PLACE CONDOMINIUM
2024 INCOME AND EXPENSE SUMMARY
AND 2025 BUDGET DRAFT

OPERATING INCOME	KANE DRAFT BUDGET 2025	NOTE
UTILITY CHARGE	$ 25,740	$165/month
ASSOCIATION FEES	$ 82,680	$530/month
SPECIAL ASSESSMENT		
TOTAL	$ 108,420	

OPERATING EXPENSES		
COMMON AREA ELECTRIC/GAS	$ 11,500	Estimated
WATER/SEWER/TRASH	$ 8,000	Estimated
HVAC SERVICE	$ 4,200	GWT = $125/mo, Dombrowski = 7 mo. * $316.50/mo, $1000 misc.
WATER HEATER RENTAL	$ 1,852	Current Cost +3%
MANAGEMENT FEE	$ 19,080	Current Cost ($1,599/mo.)
CAPITAL PROJECT CONTRIBUTIONS	$ 32,800	Reserve Transfer calculated below
INSURANCE	$ 18,000	Estimated
SNOW REMOVAL	$ 700	Estimated
CLEANING	$ 3,900	Current Cost +3%
LEGAL COUNCEL FEES	$ 3,500	
GENERAL MAINTENANCE	$ 3,000	Roof inspection $800, remaining repairs estimated
OFFICE EXPENSE	$ 500	Estimated
FIRE SYSTEMS	$ 300	Estimated
CORPORATE INCOME TAX	$ 300	15% of savings interest earned
ACCOUNTING SERVICES	$ 160	Estimated
MAT SERVICE	$ -	*Remove from budget*
BY-WEEKLY SITE VISITS	$ -	*Remove from budget*
PERMITS/CERTICATES	$ -	*Remove from budget*
Management Fee Other	$ -	*Remove from budget*
TOTAL	$ 107,792	

RESERVE INCOME	Kane DRAFT BUDGET 2025	NOTE
INTEREST	$ 2,000	
RESERVE TRANSFER	$ 32,800	
TOTAL	$ 34,800	

RESERVE EXPENSES	
Basement structural repair	$ 20,000
Masonry Reserve	$ 10,000
Roof/Gutter/Chimney	$ -
Gutter Heat Tape	$ -
Chimney caps	$ -
Cornice inspection	$ -
Drainage	$ -
Exterior Painting/Carpentry	$ -
Boulevard landscaping	$ -
Garden landscaping	$ -
Drainage improvements (rear courtyard)	$ -
Hot water pipe insulation	$ -
Steam pipe insulation	$ -
Reserve Study Update	$ -
Building Insurance Appraisal	$ 2,800
Governing Docs Review and Update	$ 2,000
TOTAL	$ 34,800

KANE PLACE CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION G

RULES & REGULATIONS

KANE PLACE CONDOMINIUM RULES AND REGULATIONS
(Effective 3/1/12)

1. Use of Residential Units. No Unit Owner shall occupy or his residential Unit or the Limited Common Elements appurtenant thereto, or permit the same or any part thereto to be occupied for any purpose, other than as a private residence for the Unit Owner, the Unit Owner's family, the Unit Owner's registered long-term tenant(s) or short-term guests and (but not or) for such additional non-residential uses as are permitted under the Declaration and the laws, ordinances and regulations of the City of Milwaukee, Milwaukee County, State of Wisconsin and the Wisconsin Department of Natural Resources.

2. Pets. Kane Place Condominiums is recognized as a pet friendly building. All residents must be in compliance with the bylaws and pet policy as officially recorded November 18, 2013. Please reference attached pet policy for specific guidelines.

3. Late Fee: Monthly Association dues including parking, utility expense, and any special assessment are due on the first of the month. A late fee of $50.00 will be added each month if payment is not received by the 15th of the month.

4. Violations/Enforcement: Violations of any Rule may result in the assessment of a fine against the Unit Owner in an amount determined by the Board of Directors, in its sole discretion.

5. Amendment: These rules may be amended at any time by a vote of the Board of Directors.

IMPORTANT INFORMATION
Please keep this information with your governing documents

Kane Place Condominium Association, Inc.

RESOLUTION TO ADOPT RULES ON TENANT/RENTER INSURANCE AND AN ANNUAL FEE ON LEASED/RENTED UNITS

WHEREAS the Board of Directors of Kane Place Condominium Association, Inc. ("the Association") has power to promulgate and enforce rules and regulations pursuant to Article IV, Section 4.2 (d), of the By-Laws;

WHEREAS it is the intent of the Board of Directors of the Association to provide adequate property and liability insurance. While the insurance program currently provides protection for the Association and its Unit Owners, it does not provide protection in any way, for the benefit of or the responsibilities of, tenants that are renting a Unit from a Unit Owner;

WHEREAS it is the intent of the Board of Directors of the Association to require a minimum level of insurance protection for the benefit and responsibilities of tenants that are renting a Unit from a Unit Owner;

WHEREAS it is the intent of the Board of Directors to offset the administrative costs involved in monitoring rental/tenant units, including but not limited to, managing the collection and verification of lease documents, rental insurance certificates, tenant information accuracy, etc.;

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

Tenant/Renter Insurance.

A. Tenants/Renters of all units shall obtain and maintain insurance policies for any losses or damage for their own personal property.

B. Tenant Liability Insurance – Tenants/Renters of all units shall obtain and maintain comprehensive liability policies having combined limits not less than Five-Hundred Thousand Dollars ($500,000) for each occurrence. The insurance shall provide protection against loss or damage caused by negligent acts of tenants, guests, and other occupants of the leased unit for damage to the Common Elements, Limited Common Elements, individual units, and personal property of others.

C. "Kane Place Condominium Association, Inc." shall be listed on the tenant Liability Insurance policy as an additional insured and as a certificate holder.

D. Evidence of Tenant Liability Insurance shall be provided, in the form of a copy of the insurance policy or a Certificate of Insurance, to the Association's property manager. Such evidence shall be provided within ten (10) days following the execution of a lease ("Due Date"). For ongoing leases, the Renters/Tenants must submit an updated insurance policy to the Association annually. This updated policy should be submitted no later than the anniversary of the Due Date each year.

Fees and Fines for Leased/Rented Units.

A. All Unit Owners who lease or rent their units are required to submit an annual fee of $250.00 ("Annual Fee"). The Annual Fee will be due on March 1st of each calendar year or upon leasing/renting the unit. The Annual Fee will not be prorated for rental terms beginning or ending during the calendar year (e.g., a reduced Annual Fee for starting a lease in February or December).

B. Any owner who fails to disclose the lease/rental status of their unit to the Association, and, upon discovery, is reasonably ascertained to be leasing/renting the unit, will be subjected to a fine of $500.00, in addition to the Annual Fee.

C. Responsibility for providing notice of lease and evidence of insurance coverage, and paying any fees or fines resulting from such action or inaction, shall be borne solely by the Unit Owner.

D. Failure to adhere to the Association's Tenant/Renter Insurance policy and comply with any provision outlined herein may be enforced by the Association in the manner provided for in the Association's Rules Enforcement Policy.

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

The Board of Directors adopted this resolution on 21 February, 2024, with the Rule to take effect on 1 March, 2024.

President _____
Nicholas Dobberpuhl

Secretary _____
Sheeva Shabahang