ROYAL ORLEANS CONDOMINIUM ASSOCIATION

RULES

&

REGULATIONS

MARCH 18, 2006

TABLE OF CONTENTS

GENERAL INFORMATION	1
BOARD OF DIRECTORS	1
PROPERTY MANAGER	1
ASSOCIATION FEES	2
DELINQUENT FEES--PENALTIES	2
FINES	2
SPECIAL FEES	3
VIOLATIONS AND ENFORCEMENT PROCEDURES	3
GRIEVANCE COMMITTEE	4
ACCESS-COMMON AREA	6
CONDITION OF UNITS	6
EXTERIOR CHANGES	6
MEDIA ACCESS	6
GARBAGE	7
GATES	7
INTERIOR WINDOW TREATMENTS	8
LEASING OF UNITS	8
LIGHT BULBS	9
NUISANCES	9
PARKING/PARKING LOTS	9
PETS	11
POOL	12
RECYCLING	14
SELLING	14
SIDING	14
SIGNS	14
SMOKE DETECTORS	14
SNOW REMOVAL (Parking Lots)	14
SNOW REMOVAL (Sidewalks)	14
SUMP PUMPS	15
WATER MAIN SHUT OFFS	15
FRONT WATER SPIGOTS	15
WASHING VEHICLES	15

ROYAL ORLEANS CONDOMINIUM ASSOCIATION

The Board of Directors of the Royal Orleans Condominium Association (ROCA) is pleased to present you with your current copy of the Royal Orleans Condominium Association Rules and Regulations. This copy of the Rules and Regulations dated March 18, 2006 replaces all previous versions. Please take the time to read through them as all Unit Owners/Residents of ROCA and their guests are required to abide by these Rules and Regulations.

The Rules and Regulations are intended to enhance the enjoyment of the property, insure the safety of all Residents and their property and preserve the value of our investments. All regulations, restrictions, and covenants contained in the Declaration and the By-laws are incorporated as part of these Rules and are subject to enforcement policies. Additionally, State Statute Chapter 703 *Condominiums* requirements are incorporated into these Rules and Regulations.

GENERAL INFORMATION

AREA "A" has 37 units. This area faces Bourbon Street. All units have Bourbon Street addresses – 6601 through 6673 North Bourbon Street.

AREA "B" has 30 units. This area faces Bourbon Street and Kiehnau Avenue. All units also have Bourbon Street Addresses – 6540 through 6598 North Bourbon Street.

AREA "C" has 34 units. This area faces Kiehnau Avenue and Beale Street. All units have Kiehnau Avenue addresses – 10102 through 10168 West Kiehnau Avenue.

ROCA is comprised of 101 units constructed in 1972.

BOARD OF DIRECTORS

In accordance with the Declaration and By-laws the Association is governed by a nine (9) member Board. One person will be elected each year from each area. The Board of Directors is responsible for the operation of the property. The Board enters into contracts with persons for snow removal, lawn care, tree/shrub maintenance, rubbish removal/recycling, pool maintenance, etc.

PROPERTY MANAGEMENT

Royal Orleans employs the services of a professional property management company.

The property management agent can be reached during normal business hours. In the event of an **emergency** they can be reached 24 hours a day.

ROYAL ORLEANS CONDOMINIUM ASSOCIATION ("ROCA")
RULES AND REGULATIONS

ASSOCIATION FEES

Association Fees are payable on the first day of the month and becomes past due after the 10th of the month. A $25.00 late fee will be charged to Unit Owners for payments received after the tenth (10th) of the month. All amounts not paid when due shall incur interest at the compound rate of 1.5% per month.

DELINQUENT FEES-- PENALTIES

Any Unit Owner who becomes delinquent $300.00 or more in Association fees and/or special assessments will be subject to the following actions.

1. The Association will record a statement of Condominium Lien against the unit and/or seek a Judgment against the Unit Owner.

2. If the Association has recorded a statement of Condominium Lien or taken a Judgment against a Unit Owner:

   A. That Unit Owner is prohibited from voting at any meeting of the Association unless the lien has been satisfied at the time of the meeting. This also includes special assessments. (By-laws, Article 3, Section 10.)

   B. Common area privileges for that unit shall be suspended until the total amount of Lien and/or Judgment has been satisfied. These common area privileges include the use of the Royal Orleans pool and additional parking stalls.

FINES

The Board of Directors shall have the authority to assess a reasonable fine for the violation of any of the Rules and Regulations, Declarations or By-laws of the Royal Orleans Condominium Association. The violator will be responsible for the cost of repair or replacement of any property involved with respect to the violation.

Fine structure shall be as follows:

1st offense fine $25.00
2nd fine same offense..... $50.00
3rd fine same offense.....$75.00
4th fine same offense $100.00
Maximum fine same offense.....$200.00

In the event that an attorney is retained by the Association to defend any claim against the Association or to enforce any claim by the Association, and the Association is successful in either its defense or claim, the Unit Owner shall pay the Association's actual attorney fees.

SPECIAL FEES

The Board of Directors shall have the authority to assess reasonable fees for special requests by individual Unit Owners/Residents.

Fee structure shall be as follows:

Pool Party security deposit.....$25.00
Copy of By-laws, Rules, Declarations.....$25.00
Pool Key/Paddle Replacement.....$25.00
Charge for ID..... $10.00
Right of First Refusal Waiver.....$50.00
(See Declaration #11)
Tenant Screening Fee $25.00
(See Article VII)
Monthly fee for third parking space.....$10.00

VIOLATIONS AND ENFORCEMENT PROCEDURES

Enforcement procedures have been established to ensure compliance with the Rules and Regulations of the Association. These are intended to promote reasonable conduct that all Unit Owners/Residents have the right to expect from each other.

Each violation of the Rules and Regulations, By-laws or the Condominium Declaration shall be punishable by all means set forth in the By-laws, Condominium Declaration or any law.

1. Violations may be reported by a Unit Owner or Resident to:

   A. The Milwaukee Police Department, if the violation is an infraction of City Ordinance or any other law.

   B. The Management Company by filling out the ROCA complaint form (see Exhibit B)

      (1) The complaint must be in writing
      (2) All requested information on the complaint form must be filled out: Name and address of offender; violation observed and description thereof; time(s), date(s) of violation(s); name, address and telephone number of the complainant.

2. Upon receipt of a complaint, Management shall attempt to resolve the matter by:

   A. Notifying the offender in writing of the complaint received and obtaining voluntary correction of the violation.

      (1) All Unit Owners shall be responsible for all actions of their guests, tenants, and tenants' guests. In the case of the alleged offender being a tenant, a copy of all notices shall be mailed by certified

mail, return receipt requested to the Owner of the Unit affected.

B. Obtaining voluntary payment of an appropriate fine as per the Fines section of these Rules.

(1) If a fine is imposed, it shall be mailed to the offending Unit Owner at his last known address. If the Unit Owner wishes to contest the fine, (s)he shall provide a written objection and request for a hearing to the Board of Directors. *This objection and request shall be filed within 30 days of the mailing of the notice of the fine. Failure to provide a written objection within the 30 day limit, will result in a waiver of the Unit Owner's right to challenge the fine and the fine shall become final.*

C. The Association removing or correcting the violation, the cost of which, including actual attorney's fees if necessary, shall be borne by the Unit Owner.

D. Any other solution to which the complainant, the alleged offender and/or Management agree.

In the event the fines and costs, or the costs incurred by removal or correction, are not paid within thirty (30) days, the payment may be secured by filing a lien against the Unit of the offender as prescribed by law.

Grievance Committee

1. Grievance Committee Rules and Procedures:

A. The Grievance Committee shall consist of a member of the Board of Directors, who will act as Chairperson, and three (3) members of the Association who are appointed by the President of the Board within 10 business days of the receipt of the grievance request. The members shall not be officers or members of the Board of Directors of the Association.

(1) The Grievance Committee shall convene as needed and shall serve for the duration of the Hearing.

(2) For any grievance hearing, the Chairperson and three (3) members shall serve. A majority vote of the Committee shall determine the action and decisions of the Committee. The Chairperson shall not cast a vote except to break a tie.

(3) Members serving on any Grievance Committee shall not be directly or indirectly involved in the specific dispute at hand.

(4) Upon receipt by the Grievance Committee of the grievance, the Chairperson shall proceed as follows:

a. A letter shall be sent by certified mail, return receipt requested, within thirty (30) business days informing all parties:

(i) Of the time, place and date of a hearing before the Grievance committee.
(ii) Of the right to counsel.
(iii) That the evidence shall be received and a record made whether or not the party complained against attends the hearing.
(iv) That, if found in violation, a fine may be imposed in accordance with the Fines section, plus costs and actual attorney fees incurred by the Association.
(v) That any such fine imposed may be secured by filing a lien against the subject Unit, as prescribed by law.

b. The hearing shall be divided into two (2) sections

(i) The Hearing—open only to the Committee, the parties involved, their attorneys and witnesses
(ii) The Determination and Decision—open only to the Committee.

c. The decision shall be rendered in writing to concerned parties within five (5) business days of the hearing.

d. If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable to the Committee Chairperson, the grievance shall be dismissed without prejudice, and reasonable and necessary costs incurred by the responding party assessed against the complaining party.

e. If the alleged offender fails to appear, the complainant must prove his grievance and no presumption can be made against the alleged offender for non-appearance.

f. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.

(5) The decision of the Grievance Committee is final.

B. Interest Affected

All Unit Owners shall be responsible for all actions of their guests, tenants, and tenants' guests. In the case of the alleged offender being a tenant, a copy of all notices shall be mailed by certified mail, return receipt requested to the Owner of the Unit affected; and the Unit Owner shall be entitled to attend the hearing and present evidence as prescribed above.

C. Remedies Non-exclusive

The provisions of these Rules and Regulations shall in no way limit or restrict any other remedies or rights as set forth in the Condominium Declaration or the Condominium Act of the laws of the State of Wisconsin (Chapter 703), and shall

not be exclusive, but shall be in addition to all other remedies provided by the Condominium Declaration and the laws of the State of Wisconsin.

ACCESS-COMMON AREA

No Resident shall use the common areas in a way which would deny others the full use of these areas. There will be no obstructions of any common areas. Walks and drives shall be kept clean and free of bicycles, baby carriages, scooters, skateboards, toys, wagons, grills and like objects.

CONDITION OF UNITS

The Unit Owner shall:

1. Maintain all components of the unit in good condition and repair.
2. Repair or replace torn screens, broken doors, broken or fogged windows. Doors and windows in their entirety are the responsibility of the Unit Owner.
3. Keep the patio area in a clean and neat condition, grass trimmed, free of weeds, debris, and trash.
4. Maintain a temperature in the unit of at least 50° degrees to avoid freezing of pipes. (Vacant units shall be winterized.)

EXTERIOR CHANGES

1. No awnings or shutters shall be erected. Nothing shall be added or removed from the exterior of any building or common area, except with prior written approval by the Board of Directors—this includes interiors and exteriors of patio fences.
2. Entry doors, storm/screen doors or windows shall conform to all others in your respective area. Note: Due to the difficulty and expense to obtain doors and windows in the original style, the Board has approved several readily available similar styles that may be used when replacing doors and windows. Contact the Property Manager for a list of approved door and window colors and styles for your area.
3. Contact the property manager to obtain stain to touch-up patio areas, fences or gates.
4. Nothing permanent may be constructed or placed in the patio area which will exceed the height of the fence without board approval. Plantings in patio areas may exceed the fence height as long as they are trimmed and maintained.
5. Mailboxes or slots must conform in size and color.

MEDIA ACCESS

Cable and Dish Installation Specifications for ROCA

1. There shall be no roof installations of any sort. Satellite dishes, aerials, antennas, cable wire, or any other type of media access shall not be placed on roofs.

2. There shall be no installation of media access on brick, siding, overhanging window roofs or ledges, soffits or fascia.

3. Drilling holes to permit media access is not allowed, ***with the exception of cable wires that may enter the dwelling inconspicuously at the basement window level.*** Cable run on the exterior of the building is not allowed. Access to the second level is permitted only when cable is run on the interior of the unit.

4. Dishes shall be installed in the rear of the residence, on the patio or fence interior. The dish must be as unobtrusive as possible. If there is difficulty obtaining a signal, the dish may extend 12-16 inches above the fence line. Dishes installed on the new fences will require an additional support board, as the fence itself will not provide proper support for the dish. Contact the management company for further assistance.

NOTE: Some cable and dish companies request a written indication of the acceptable practice for installation in condominium units. **Consider this document re-printable for that purpose.** In addition, these companies require a verbal statement from the homeowner, verifying ownership of the unit. Those individuals that are leasing will need to receive written permission from their landlord to install media access. ROCA is neither responsible for installation of media; nor for improper, unlawful or nonfunctional installation of equipment.

GARBAGE

1. All garbage shall be placed in plastic bags and deposited in the general waste dumpster provided in each area. Bags containing food waste should be tied to eliminate odors and contamination.

2. Disposal of over-sized items (mattresses, carpeting, furniture, toilets, water heaters, Christmas trees, etc.) is the responsibility of the Homeowner(s) to arrange for removal. Over-sized items will NOT be picked up by our regular contractor and shall not be placed in the dumpster(s).

GATES

Installation and repair of gates are the responsibility of the Unit Owner. Color and materials must conform with other gates and fences in your respective area.

Special Gate Requirements for New Fences:

All Gates must open inward
All gates must be dog-eared, western red cedar, (Home Depot—calls them pickets)
Gates must be board-on-board; 4' or 6' or,
Shadow box style allowed only up to 4' height.
Dutch or double doors are also allowed up to the 6' height; and must be board-on-board.

Gates must mount on the 2x4's.
You may make your own gate, but it must be of standard design as noted above, and be mounted on the 2x4's.
Gates must be stained to match the fence. Stain is provided by ROCA.
Stain is distributed by the management company.
Lower finish, if desired, must be lattice also stained the same as gate.
Lattice size may have large or small openings.

NOTE: If a unit's gate is locked when entry for emergency maintenance is necessary, it will be opened and any resulting damage and/or repairs will be at the Unit Owner's expense.

INTERIOR WINDOW TREATMENTS

All windows in the unit shall be covered with appropriate window treatments, i.e., blinds, shades, shutters, drapes or curtains.
No sheets, paper or other non-conforming window treatments are permitted. This also applies to vacant units.

LEASING OF UNITS

Any Unit Owner who purchased prior to the rental cap of January 1, 1994 (Article VIII, Section 3 of the By-laws) and who leases a unit will be bound by the following provision:

1. All Unit Owners currently renting their units shall use the management company for screening of ROCA tenants. The Unit Owner shall pay the management company the current screening fee at the time of, or prior to, requesting the screening. Failure to have your prospective tenant screened will result in a fine of $50.00 per day until the tenant vacates the property, or until the tenant is approved under the management company screening process.

2. Each lease shall be in writing and shall be for an original term of not more than six (6) months.

3. The Unit Owner shall use the Board approved form (Standard Wisconsin Form #19-Residential Lease). This form can be obtained from any office supply store.

4. The lease shall contain a clause binding the tenant to the terms, covenants and conditions set forth in the By-laws, Declaration and the Rules and Regulations. The Unit Owner has an obligation to familiarize the tenant with the terms of these documents.

5. Upon entering into a lease agreement with a tenant, the Unit Owner shall provide a copy of the complete lease agreement form (#2 above) and the Tenant Unit Registration form, a copy of which is attached as Exhibit A, prior to tenancy, to the Board of Directors or the Property Manager.

6. The Unit Owner shall be responsible for any violation of the condo documents by the Unit Owner's guests, tenants or tenants' guests.

A. The Board of Directors has the right to require removal of a tenant by eviction procedures as provided by the Wisconsin Statutes. The Board of Directors shall be kept up to date of the eviction process on a weekly basis until the tenancy is terminated.

B. No more than seven (7) persons shall be allowed to occupy a townhouse condominium at ROCA. This is based on the City of Milwaukee Department of Housing determination of 1 person for every 100 square feet of living space. Living space is defined as that area which comprises the living room, dining room and bedrooms only.

7. Any Unit Owner not in compliance with the Leasing Rules and Regulations will be fined $50.00 per day until the tenant vacates the property.

LIGHT BULBS

Contact the property manager for exterior front and rear entrance replacement light bulbs. The front light is hardwired and will go on automatically at dusk and off at dawn. The rear light switch shall be kept on at all times for security reasons; this light will also go on automatically at dusk and off at dawn.

NUISANCES

All residents have a right to quiet and privacy without disturbance by loud noise, obnoxious behavior or harassment from neighboring units or common areas, especially at night (after 10:00 PM) and weekend mornings (before 9:00 AM).

In the event a resident is disturbed by a neighboring resident and is unsuccessful in resolving the problem, a complaint form including the offending party's name, unit number, time, date and event detail may be submitted to the Board of Directors for action.

PARKING/ PARKING LOTS

1. All vehicles shall have an updated ROCA Resident form on file, have ROCA Parking Tag displayed on the rearview mirror, and park in their assigned stall on a regular basis.

2. **Parking stalls are assigned as follows:**

A. Each unit will be assigned one (1) permanent parking stall, as close to the unit's back door as possible, provided the ROCA Resident Form has been filled out

B. A unit with two (2) vehicles may request a second stall and will be assigned a second stall, **provided space is available,** and a ROCA Resident Form has been filled out listing both vehicles. *Note: in order to be assigned a second stall, the unit shall not owe any funds to the Association.*

C. A third (3) parking stall, provided one is available, shall be assigned upon written request to the Property Manager. A fee of

$10 is assessed monthly and is payable to ROCA on the first of each month.

D. Any unit assigned a third (3) parking stall may be required to forfeit their stall should a unit in good standing need a second parking stall for a second registered vehicle to be parked on a regular basis.

3. Any vehicle parked in any of the ROCA parking lots shall:

   A. Have a valid license plate

   B. Be legally registered with ROCA and the State of Wisconsin (display ROCA tag and a current WI license plate)

   C. Be operable and moveable under its own power

   D. Have all tires properly inflated

4. Parking stall(s) shall be kept free of excess fluid/stain build-up. Stains shall be removed with Board approved materials only.

5. When a unit is sold, or vacated by a Unit Owner or tenant, that unit loses its assigned second stall. The new resident must contact the management company to request a second stall, if available, or to be placed on a waiting list for a second stall

6. All parking stalls are for resident use only. Stalls may not be rented to or used by non-residents of Royal Orleans Condominium Association. However, a guest of a resident may be permitted to park in that resident's assigned parking stall(s) on a temporary basis.

7. Parking is limited to automobiles, vans, motorcycles and trucks requiring a Class "A" or "B" truck license.

   A. **Vehicles not permitted in the parking lots include, but are not limited to:** Class "C" license or larger, trailers of any kind, derelict vehicles, vehicles not in running condition (including flat tires), improperly licensed, non-licensed or non-registered vehicles, boats and boat trailers.

8. No vehicle may overhang the sidewalk or touch any part of the yellow lines on either side of the stall.

9. Motorcycles shall be parked with a wood block under the rest stand to prevent damage to the asphalt. If motorcycles are to be parked in an assigned spot with another vehicle, the total length of the combined vehicles shall not exceed 19 feet.

10. Guests or Residents wishing to park in another unit's assigned stall are required to obtain written permission from that resident. The

management company must be notified if the vehicle will remain longer than three (3) days.

11. All roadways within the complex are designed as "No Parking" areas (fire lanes). Any vehicle (including moving vans) parked in a way that will block passage of emergency vehicles will be ticketed or towed.

12. Speed Limit in the Parking Lots is **10MPH**

13. Cooking or living in any vehicle in the parking lot is prohibited.

14. Individual residents who find an unauthorized vehicle parked in their assigned stall(s) shall be responsible for contacting the police department to have the offending vehicle ticketed/or towed away.

15. No resident is permitted to play, ride bikes, scooters or skateboards (or the like) in the parking lots.

16. Only minor repairs (change flat tire, wiper blades, etc.) are allowed in the parking lot. Vehicle tune-ups, oil changes, or any work involving the handling of oil, gas, or other automotive fluids is prohibited on the property.

17. All residents must register their vehicle(s) with the Management Company within seven (7) days of residency. Any changes in vehicles should be reported to the management company and a new Resident Form filled out within seven (7) days of newly acquired vehicle(s).

Any owner of a vehicle not in compliance with the above listed items will be subject to the fine and enforcement schedule of the Association, as well as a potential parking citation from the City of Milwaukee and the risk of having their vehicle towed and stored at their expense.

PETS

In accordance with Article VII, Section 12 of the Royal Orleans Condominium Association By-Laws, household pets may be maintained within the units, subject to these Rules and Regulations:

1. All pets shall be leashed at all times in the common and limited common areas, with the exception of the unit's patio, by a person capable of controlling the animal.

2. No pets shall be tied or staked in the front or rear common area(s) without supervision.

3. No leashes of any kind shall be left in the common areas at any time.

4. All excrement must be picked up, bagged and disposed of immediately by the pet owner.

5. The Unit Owner(s), as well as the animal owner, is responsible and liable for any damage to property or injury caused by a pet.

6. Excessive barking is not permitted.

POOL

The pool opens Memorial Day weekend and closes Labor Day weekend unless otherwise posted.

The pool is closed nightly from 9:00 p.m. to 7:00 a.m. Sunday through Thursday and 10:30 p.m. to 7:00 a.m. Friday through Saturday.

ALL INFRACTIONS OF THE POOL RULES RESULT IN FINES AND/OR LOSS OF POOL PRIVILEGES FOR THE REMAINDER OF THE SEASON.

ALL INFRACTIONS ARE FINED IMMEDIATELY UPON OFFENSE. THERE ARE NO WARNINGS ISSUED.

1. Paddle with key and Pool ID are required at all times when in the pool area.

2. No gum or food of any type is allowed in the pool area.

3. No glass containers of any type are allowed in the pool area. Smoking and beverages in plastic, paper, or aluminum containers are allowed on the UPPER deck area only. Use the waste receptacles which have been provided for your convenience.

4. Unauthorized pool parties are NOT allowed. Party Pass and required deposit along with Board permission (3 members' signatures) is required for more than four (4) guests.

5. Guests are not allowed in the pool area if the owner/resident, age 18 or older, is not present.

6. Only Unit Owners/Residents listed on the current registration form are allowed the use of the pool.

7. Swimming when the pool is closed is NOT permitted. The pool may be closed at any time for problems with operation, weather conditions or at the discretion of the Board of Directors.

8. Life-saving equipment is to be used ONLY for emergencies.

9. No wheeled vehicles (bikes, skateboards, etc.) except attended strollers or wheelchairs are allowed in the pool area.

10. All children 17 years of age and under MUST be supervised at all times by owner/resident age 18 or older.

11. No violation of City, County, State or Federal law is allowed.

12. No disposable diapers or fitted plastic pants are allowed in the pool. Only swim approved diapers (Huggies, Swimmers) are allowed on children who are not toilet-trained.

13. No running, pushing, wrestling or causing undue disturbance in or about the pool area is allowed.

14. No bandages of any kind are allowed in the pool. People with open sores, rashes or wounds are not allowed in the pool.

15. Unit Owners with outstanding and delinquent Association fees, special assessments and/or fines/fees will not be allowed use of the pool or pool area until such sums are paid in full.

16. No abusive or profane language, or breach of the peace, will be tolerated.

17. No inner tubes, life rafts, air mattresses, balls, toys or other play equipment may be used in the pool or pool area. Safety equipment or life preservers may be used for young children.

18. No pets of any type are allowed in the pool area.

19. No littering. Use the "butt cans" and waste receptacles provided for your convenience.

20. Street clothes are not allowed in the pool water. You must wear swimwear only.

There is no lifeguard on duty. Anyone using the pool or pool area does so at his/her own risk. The Association does not assume responsibility for any accident with such use, or for any loss or damage of personal property. **Unit Owners/Residents are responsible for all actions of their guests and children.**

Guests are NOT allowed when the pool becomes too crowded for residents. You must be a resident, 18 years of age or older, for guest privileges. Each unit is allowed only four (4) guests at any one time without the Board's prior permission.

All residents have a responsibility to help enforce these Rules. It is not the responsibility of the pool maintenance people to enforce the Rules.

Lawn chairs may be left at the pool for the season, but MUST be folded and stored in the corner of the cabana bar area. **CHAIRS MUST BE REMOVED AT THE END OF THE SEASON OR THEY WILL BE DISPOSED OF.**

Please report violations, in writing, on a complaint form to the property management office.

RECYCLING

All recyclables as outlined in the current "Guidelines for ROCA Recycling", attached as Exhibit C & D, shall be placed in appropriate bins. Improper disposal of recyclables will result in a fine.

SELLING

As outlined in the Declaration, the Association is afforded the Right of First Refusal before a conveyance is made. A selling condominium Unit Owner must give fifteen (15) days prior written notice of the terms thereof, together with the name and address of the proposed purchaser, vendee, donee, devises, lessee, or alienee.

SIDING

1. All grills must be a minimum of five (5) feet away from the siding.

2. NO ATTACHMENTS TO THE SIDING, FASCIA OR SOFFIT ARE ALLOWED. (Hose hangers, clothesline fittings, plant holders, lights, etc. are NOT allowed.)

SIGNS

1. No resident shall erect, post, or display any poster, sign or advertising material on or in the common or limited common areas at any time, without Board approval.

2. Block Watch and security signs must be displayed in the section of the front window closest to the door.

3. Beware of Dog signs can be displayed on the front door and are not to exceed 3 x 5 inches in size. Standard Beware of dog signs may be displayed on the gate.

SMOKE DETECTORS

According to the State of Wisconsin, smoke detectors should be installed on every floor of your unit, within 8 feet of bedroom doors and/or at the top of landings (this includes the basement). Check and replace your batteries regularly.

SNOW REMOVAL (PARKING LOTS)

For any snowfall of two inches (2") or more, the snow plowing contractor will arrive at Royal Orleans in the morning to plow out all the parking stalls and emergency areas. All vehicles must be removed from the parking lot by 8:00 a.m. and cannot return to the lot until snow removal has been completed. Vehicles that are NOT removed by 8:00 a.m. will be fined $25.00 per snowfall. If a vehicle is still in the parking lot when plows arrive, an additional $25.00 fine will be assessed. (Maneuvering plows and trucks around vehicles increases the time and expense we incur to clear our lots, and additionally, leaves areas snow covered.) The offending vehicle owner is also responsible for clearing all snow left in the parking stall and surrounding area due to the failure to remove his/her vehicle. Area Reps will display an orange colored flag in the lot as a reminder that plowing operations will take place. The flags will be displayed by 7:00AM upon confirmation with the snow plowing contractor and 2 or more inches of snowfall .

SNOW REMOVAL (SIDEWALKS)

ROCA removes all snow from main sidewalks within 24 hours following each snowfall. However, residents are required to shovel the sections of sidewalk from the front and back doors of the condominium unit,

extending outward to the common sidewalk within 24 hours. If not cleared in 24 hours a $25 fine will be issued. (Mail carriers will not deliver mail to units with unshoveled sidewalks).

SUMP PUMPS

A number of the units at Royal Orleans have sump pumps located within the confines of the basement of the condominium unit. These units are:

AREA "A": 6601, 6609, 6617, 619, 6629, 6637, 6651, 6665, 6671, 6661

AREA "B": 6540, 6548, 6556, 6566, 6572, 6582, 6588, 6598

AREA "C": 10102, 10112, 10120, 10126, 10132, 10144, 10152, 10160, 10168

(Additional units as may be discovered)

Units containing sump pumps must provide the Property Manager with either a key for the unit, or the name, address, and telephone number of persons nearby who have a key; which would only be used in emergency situations. Repair personnel must have access, should a malfunction occur, in order to protect the resident's personal property, as well as that of the neighbors.

Sump pumps shall be checked annually, at no charge to the Unit Owner, with prior written notification from the Property Manager. Denied access to unit for repair or maintenance personnel will result in a fine of $25.00 a week until access is permitted.

WATER MAIN SHUT-OFFS

There is a main water shut-off located inside a unit in each of the three areas of ROCA:

AREA "A" 6605 AREA "B" 6584 AREA "C" 10110

FRONT WATER SPIGOTS

It is the responsibility of the resident in each of the units identified below to turn the front outside water on by May 1, and then to close and drain the spigot by November 1, of each year. Violations will result in a fine. Water spigots are located in the front of the following units:

AREA "A" 6603, 6613, 6621, 6623, 6629, 6639, 6649, 6659, 6669

AREA "B" 6542, 6550, 6560, 6568, 6576, 6584, 6588, 6598

AREA "C" 10104, 10112, 10116, 10126, 10132, 10142, 10150, 10160, 10168

(other units as may be determined)

WASHING VEHICLES

For safety reasons, Unit Owners shall not wash their vehicles in the street in front of the Units. Unit Owners' vehicles only may be washed in the parking lots.

EXHIBIT A

AREA_____

2006
ROCA RESIDENT FORM

UNIT ADDRESS _____

Is Unit: OWNER OCCUPIED_____RENTED_____VACANT_____

OWNER INFORMATION

NAME(S)_____

MAILING ADDRESS _____

PHONE (home)_____(work)_____(cell)_____

EMERGENCY CONTACT _____

EMPLOYMENT INFORMATION

COMPANY NAME _____

ADDRESS _____

PHONE_____

TENANT INFORMATION (If rental unit)

NAME(S)_____

MAILING ADDRESS _____

PHONE (home)_____(work)_____(cell)_____

EMERGENCY CONTACT _____

MORTGAGE CO. NAME_____PURCHASE DATE_____

INSURANCE CO. NAME_____

PLEASE LIST <u>ALL</u> VEHICLES YOU OR YOUR TENANTS ARE PARKING ON THE PREMISES:

MAKE	MODEL	YEAR	COLOR	LICENSE #	SPACE #	STICKER #

NAMES & AGES OF ALL PEOPLE IN RESIDENCE, INCLUDING CHILDREN:

_____Date of Birth____-____-____Relationship_____

_____Date of Birth____-____-____Relationship_____

_____Date of Birth____-____-____Relationship_____

_____Date of Birth____-____-____Relationship_____

_____Date of Birth____-____-____Relationship_____

_____Date of Birth____-____-____Relationship_____

EXHIBIT B

Royal Orleans Complaint Form

This form is intended to service and document complaints related to the daily operations of ROCA and should be used by residents and ROCA board members alike. These complaints will be delivered to our managing agency and considered at the board meeting held closest following the date of the complaint. This complainant is invited to attend the board meeting and present further evidence if needed. Otherwise this written document will be considered sufficient and will represent the submitted complaint.

Occurrence(s): Date, Type of Problem_____

Name of complainant(s) and unit number(s)

_____

_____

Please describe the individual or event that you wish to complain about. Include as much detail as you feel necessary. This detail includes names of other witnesses if possible, and the type of infraction you feel has been committed.

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

If you require additional room, please use the back of this paper.

What would you like the ROCA board to do about this compliant?

_____

_____

Signed:_____ Date:_____

EXHIBIT C

GUIDELINES FOR ROCA RECYCLING

PAPER, CARDBOARD, NEWSPAPER:

1. **FLATTEN** all boxes and cardboard containers of ANY kind.
2. Cardboard must be no larger than 2 feet square.
3. Paper or cardboard CANNOT have any food on it when it is placed in the recycling bin.
4. If paper or cardboard is contaminated (has food on it) it must go into the GENERAL WASTE dumpster.
5. Facial tissue, napkin, paper towels are NEVER recycled-they ALWAYS go into the GENERAL WASTE dumpster.
6. Newspaper, or paper of any kind, can be placed in PAPER bags when throwing it into the recycling bin.

PLASTIC, GLASS, TIN, AND ALUMINUM:

1. All GLASS, PLASTIC BOTTLES, FOOD CANS must be rinsed out before they are placed in the recycling bin.
2. Metal or plastic covers, caps and lids are NOT recycled-they go into the GENERAL WASTE dumpster.
3. Labels MUST be removed from tin cans; they can be placed in the PAPER recycling bin. (It is NOT necessary to remove labels from bottles or jars-plastic or glass.)
4. Only **PETE #1** or **HPDE #2** plastic can be recycled. Look for the number on the BOTTOM of the container and on the TOP of the lid. Lids are usually #4 plastic and must be placed in the GENERAL WASTE dumpster.
5. Plastic bags can be used to hold general waste, and can be thrown in the GENERAL WASTE dumpster.
6. DO NOT use PAPER or PLASTIC BAGS when dumping glass, plastics, or cans IN THE RECYCLING BIN. PAPER BAGS, if empty, go into the PAPER recycling bin. PLASTIC BAGS go into the GENERAL WASTE dumpster.

PLEASE NOTE: It is very important that we ALL follow these guidelines. If items are not placed in the proper containers, the containers will not be emptied and the waste company that does our pickups will charge the Association for an extra pick-up for each contaminated container. In turn, the individual homeowners will be fined $25.00 per occurrence.

EXHIBIT D

GUIDELINES FOR ROCA RECYCLING

GLASS, TIN, PLASTIC, & ALUMINIUM BIN:

ALL caps, lids, covers for these categories go into **GENER WASTE** dumpster and **ALL** items **MUST BE RINSED OUT:**

GLASS

glass (ALL colors)
jars (ALL colors)
bottles

ALUMINUM

cans only

TIN

coffee cans
food cans (remove labels)
ham cans

PLASTIC

butter tubs
detergent bottles
margarine tubs
milk bottles
soda bottles
Tylenol, etc. bottles
water bottles

CARDBOARD, NEWSPAPER Bin:

Beer cartons (Flattened)
billing invoices (gas, phone, electric, etc.)
cardboard (Flattened and cut 2 ft. square)
cash register receipts
catalogs
cereal boxes (Flattened & remove liners)
computer paper
construction paper
junk mail
labels (from tin cans)
loose leaf paper
magazines
microwave popcorn boxes (Flattened)
newspaper
paper bags (Flattened)
post-it notes
potato chip boxes (Flattened)
shoeboxes (Flattened)
soda cartons (Flattened)

GENERAL WASTE DUMPSTER:

aerosol cans of any kind
batteries
candy/gum wrappers
caps (ALL kinds)
carbon paper
cardboard milk cartons
cellophane
ceramics
cereal box liners, foil, plastic
cloth/fabric
dishes
drinking glasses
facial tissue
foil
lids (ALL kinds)
light bulbs
mirrors
motor oil bottles
napkins
paper clips
paper towels
pencils/pens
photographs
pie plates
plastic cups
plastic sheet protectors
plastic silverware
plastic wrap
plate glass
polystyrene
pop tops
potato chip bags
printer ribbons
recording tape
rubber
slides
strapping material (metal, nylon, plastic)
straws (drinking)
string
styrofoam
toilet paper
transparencies
WAXED anything
wire



Royal Orleans Condo Association
Board of Directors
Shaira Hanif, President
Lynn Barthel, Vice President
Donna Printz, Treasurer
Rae Brown, Secretary

Elite Properties, Inc.
Property Mgr. Cindy Ogden
P. O. Box 250826
Milwaukee, WI 53225
Ph. 414-463-2560
Fax 414-463-2561

TO: ROCA Residents

FROM: ROCA Board of Directors

DATE: 03/10/06

RE: New Rules and Regulations

Attached is a copy of the latest revision of the ROCA Rules and Regulations. Please read them carefully as changes were made in several areas, including but not limited to:

- Violations and enforcement procedures
- Fines
- Grievance Committee
- Media Access
- Requirement for parking tags

Please remember that ignorance of the Rules is not an acceptable excuse for violating them. If you have any questions, call Cindy at Elite Properties (414) 463-2560, or your Area Board Representative.

Thank you

Royal Orleans Board of Directors

NOTICE

Royal Orleans Condo Association
Board of Directors
Mary Dauden, President
Helga Edwards, Vice President
Rita Nowotny, Treasurer
Erica Beil, Secretary

Elite Properties, Inc.
Property Mgr. Cindy Ogden
3415 N. 127th Street
Suite 300
Brookfield, WI 53005
Phone: 262-373-1777
Fax: 262-373-1731

To: All Royal Orleans Condominium Homeowners

From: Elite Properties, Inc. and Royal Orleans Board of Directors

Date: May 19, 2010

Re: New and Revised Rules and Regulations

Enclosed with this notice is a copy of the pages in the Royal Orleans Rules and Regulations that contain recent revisions or additions.

- Please note that on pages 1 and 13 there have been three **additions**, which include:
- Page 1—ROCA Resident Forms must be fully completed and turned in before Memorial Day of each year. If the form is not turned in, a fine will be assessed starting at $50.00 and graduating to $300.00.
- Page 1—Unit owners must provide proof of home owners insurance yearly before Memorial Day of each year. If proof of home owners insurance is not turned in, a fine will be assessed starting at $50.00 and graduating to $300.00.
- Page 13—No alcoholic beverages are allowed inside the fenced in pool area. This includes the upper deck of the pool.

Also note that on pages 6, 14, and 15 there have been the following **revisions**:

- Exterior Changes, page 6—Nothing permanent may be constructed or placed in the patio area which will exceed the height of the fence without Board approval. Plantings in patio areas may exceed the fence height as long as they are kept trimmed, maintained and contained within the patio area.
- Snow Removal (Parking Lots), page 14—Area reps will display an orange colored flag in the lot as a **courtesy** that plowing operations will take place.
- Washing Vehicles, page 15—Unit owners may wash their vehicles in the street in front of the Units and/or the parking lots.

ROYAL ORLEANS CONDOMINIUM ASSOCIATION

The Board of Directors of the Royal Orleans Condominium Association (ROCA) is pleased to present you with your current copy of the Royal Orleans Condominium Association Rules and Regulations. This copy of the Rules and Regulations dated March 18, 2006 replaces all previous versions. Please take the time to read through them as all Unit Owners/Residents of ROCA and their guests are required to abide by these Rules and Regulations.

The Rules and Regulations are intended to enhance the enjoyment of the property, insure the safety of all Residents and their property and preserve the value of our investments. All regulations, restrictions, and covenants contained in the Declaration and the By-laws are incorporated as part of these Rules and are subject to enforcement policies. Additionally, State Statute Chapter 703 *Condominiums* requirements are incorporated into these Rules and Regulations.

GENERAL INFORMATION

AREA "A" has 37 units. This area faces Bourbon Street. All units have Bourbon Street addresses – 6601 through 6673 North Bourbon Street.

AREA "B" has 30 units. This area faces Bourbon Street and Kiehnau Avenue. All units also have Bourbon Street Addresses – 6540 through 6598 North Bourbon Street.

AREA "C" has 34 units. This area faces Kiehnau Avenue and Beale Street. All units have Kiehnau Avenue addresses – 10102 through 10168 West Kiehnau Avenue.

ROCA is comprised of 101 units constructed in 1972.

ROCA Resident forms must be fully completed and turned in before Memorial Day of each year. If the form is not turned in, a fine will be assessed starting at $50.00 and graduating to $300.00.

Unit Owners must provide proof of home owners insurance yearly before Memorial Day of each year. If proof of home owners insurance is not turned in, a fine will be assessed starting at $50.00 and graduating to $300.00.

BOARD OF DIRECTORS

In accordance with the Declaration and By-laws the Association is governed by a nine (9) member Board. One person will be elected each year from each area. The Board of Directors is responsible for the operation of the property. The Board enters into contracts with persons for snow removal, lawn care, tree/shrub maintenance, rubbish removal/recycling, pool maintenance, etc.

PROPERTY MANAGEMENT

Royal Orleans employs the services of a professional property management company.

The property management agent can be reached during normal business hours. In the event of an **emergency** they can be reached 24 hours a day.

not be exclusive, but shall be in addition to all other remedies provided by the Condominium Declaration and the laws of the State of Wisconsin.

ACCESS-COMMON AREA

No Resident shall use the common areas in a way which would deny others the full use of these areas. There will be no obstructions of any common areas. Walks and drives shall be kept clean and free of bicycles, baby carriages, scooters, skateboards, toys, wagons, grills and like objects.

CONDITION OF UNITS

The Unit Owner shall:

1. Maintain all components of the unit in good condition and repair.
2. Repair or replace torn screens, broken doors, broken or fogged windows. Doors and windows in their entirety are the responsibility of the Unit Owner.
3. Keep the patio area in a clean and neat condition, grass trimmed, free of weeds, debris, and trash.
4. Maintain a temperature in the unit of at least 50° degrees to avoid freezing of pipes. (Vacant units shall be winterized.)

EXTERIOR CHANGES

1. No awnings or shutters shall be erected. Nothing shall be added or removed from the exterior of any building or common area, except with prior written approval by the Board of Directors—this includes interiors and exteriors of patio fences.
2. Entry doors, storm/screen doors or windows shall conform to all others in your respective area. Note: Due to the difficulty and expense to obtain doors and windows in the original style, the Board has approved several readily available similar styles that may be used when replacing doors and windows. Contact the Property Manager for a list of approved door and window colors and styles for your area.
3. Contact the property manager to obtain stain to touch-up patio areas, fences or gates.
4. Nothing permanent may be constructed or placed in the patio area which will exceed the height of the fence without board approval. Plantings in patio areas may exceed the fence height as long as they are kept trimmed, maintained and contained within the patio area.
5. Mailboxes or slots must conform in size and color.

MEDIA ACCESS

Cable and Dish Installation Specifications for ROCA

1. There shall be no roof installations of any sort. Satellite dishes, aerials, antennas, cable wire, or any other type of media access shall not be placed on roofs.

12. No disposable diapers or fitted plastic pants are allowed in the pool. Only swim approved diapers (Huggies, Swimmers) are allowed on children who are not toilet-trained.

13. No running, pushing, wrestling or causing undue disturbance in or about the pool area is allowed.

14. No bandages of any kind are allowed in the pool. People with open sores, rashes or wounds are not allowed in the pool.

15. Unit Owners with outstanding and delinquent Association fees, special assessments and/or fines/fees will not be allowed use of the pool or pool area until such sums are paid in full.

16. No abusive or profane language, or breach of the peace, will be tolerated.

17. No inner tubes, life rafts, air mattresses, balls, toys or other play equipment may be used in the pool or pool area. Safety equipment or life preservers may be used for young children.

18. No pets of any type are allowed in the pool area.

19. No littering. Use the "butt cans" and waste receptacles provided for your convenience.

20. Street clothes are not allowed in the pool water. You must wear swimwear only.

21. No alcoholic beverages are allowed inside the fenced in pool area. This includes the upper deck of the pool.

There is no lifeguard on duty. Anyone using the pool or pool area does so at his/her own risk. The Association does not assume responsibility for any accident with such use, or for any loss or damage of personal property. **Unit Owners/Residents are responsible for all actions of their guests and children.**

Guests are NOT allowed when the pool becomes too crowded for residents. You must be a resident, 18 years of age or older, for guest privileges. Each unit is allowed only four (4) guests at any one time without the Board's prior permission.

All residents have a responsibility to help enforce these Rules. It is not the responsibility of the pool maintenance people to enforce the Rules.

Lawn chairs may be left at the pool for the season, but MUST be folded and stored in the corner of the cabana bar area. **CHAIRS MUST BE REMOVED AT THE END OF THE SEASON OR THEY WILL BE DISPOSED OF.**

Please report violations, in writing, on a complaint form to the property management office.

RECYCLING

All recyclables as outlined in the current "Guidelines for ROCA Recycling", attached as Exhibit C & D, shall be placed in appropriate bins. Improper disposal of recyclables will result in a fine.

SELLING

As outlined in the Declaration, the Association is afforded the Right of First Refusal before a conveyance is made. A selling condominium Unit Owner must give fifteen (15) days prior written notice of the terms thereof, together with the name and address of the proposed purchaser, vendee, donee, devises, lessee, or alienee.

SIDING

1. All grills must be a minimum of five (5) feet away from the siding.

2. NO ATTACHMENTS TO THE SIDING, FASCIA OR SOFFIT ARE ALLOWED. (Hose hangers, clothesline fittings, plant holders, lights, etc. are NOT allowed.)

SIGNS

1. No resident shall erect, post, or display any poster, sign or advertising material on or in the common or limited common areas at any time, without Board approval.

2. Block Watch and security signs must be displayed in the section of the front window closest to the door.

3. Beware of Dog signs can be displayed on the front door and are not to exceed 3 x 5 inches in size. Standard Beware of dog signs may be displayed on the gate.

SMOKE DETECTORS

According to the State of Wisconsin, smoke detectors should be installed on every floor of your unit, within 8 feet of bedroom doors and/or at the top of landings (this includes the basement). Check and replace your batteries regularly.

SNOW REMOVAL (PARKING LOTS)

For any snowfall of two inches (2") or more, the snow plowing contractor will arrive at Royal Orleans in the morning to plow out all the parking stalls and emergency areas. All vehicles must be removed from the parking lot by 8:00 a.m. and cannot return to the lot until snow removal has been completed. Vehicles that are NOT removed by 8:00 a.m. will be fined $25.00 per snowfall. If a vehicle is still in the parking lot when plows arrive, an additional $25.00 fine will be assessed. (Maneuvering plows and trucks around vehicles increases the time and expense we incur to clear our lots, and additionally, leaves areas snow covered.) The offending vehicle owner is also responsible for clearing all snow left in the parking stall and surrounding area due to the failure to remove his/her vehicle. Area Reps will display an orange colored flag in the lot as a **courtesy** that plowing operations will take place. The flags will be displayed by 7:00AM upon confirmation with the snow plowing contractor and 2 or more inches of snowfall .

SNOW REMOVAL (SIDEWALKS)

ROCA removes all snow from main sidewalks within 24 hours following each snowfall. However, residents are required to shovel the sections of sidewalk from the front and back doors of the condominium unit,

extending outward to the common sidewalk within 24 hours. If not cleared in 24 hours a $25 fine will be issued. (Mail carriers will not deliver mail to units with unshoveled sidewalks).

SUMP PUMPS

A number of the units at Royal Orleans have sump pumps located within the confines of the basement of the condominium unit. These units are:

AREA "A": 6601, 6609, 6617, 619, 6629, 6637, 6651, 6665, 6671, 6661

AREA "B": 6540, 6548, 6556, 6566, 6572, 6582, 6588, 6598

AREA "C": 10102, 10112, 10120, 10126, 10132, 10144, 10152, 10160, 10168

(Additional units as may be discovered)

Units containing sump pumps must provide the Property Manager with either a key for the unit, or the name, address, and telephone number of persons nearby who have a key; which would only be used in emergency situations. Repair personnel must have access, should a malfunction occur, in order to protect the resident's personal property, as well as that of the neighbors.

Sump pumps shall be checked annually, at no charge to the Unit Owner, with prior written notification from the Property Manager. Denied access to unit for repair or maintenance personnel will result in a fine of $25.00 a week until access is permitted.

WATER MAIN SHUT-OFFS

There is a main water shut-off located inside a unit in each of the three areas of ROCA:

AREA "A" 6605 AREA "B" 6584 AREA "C" 10110

FRONT WATER SPIGOTS

It is the responsibility of the resident in each of the units identified below to turn the front outside water on by May 1, and then to close and drain the spigot by November 1, of each year. Violations will result in a fine. Water spigots are located in the front of the following units:

AREA "A" 6603, 6613, 6621, 6623, 6629, 6639, 6649, 6659, 6669

AREA "B" 6542, 6550, 6560, 6568, 6576, 6584, 6588, 6598

AREA "C" 10104, 10112, 10116, 10126, 10132, 10142, 10150, 10160, 10168

(other units as may be determined)

WASHING VEHICLES

Unit Owners may wash their vehicles in the street in front of the Units and/or the parking lots

ROYAL ORLEANS CONDOMINIUM, INC.

DECLARATION

TABLE OF CONTENTS - DECLARATION

	Description	Page
1.	Statement of Declaration	1
2.	Description of Land and Name	1-2
3.	Description and Location of Buildings	2
4.	Identification of Units	2-3
	(a) Upper Boundaries	
	(b) Lower Boundaries	
	(c) Vertical Boundaries	
5.	Common Areas and Facilities	3
6.	Limited Common Areas	3
7.	Percentage of Ownership In Common Areas and Facilities and Limited Common Areas	3-4
8.	Purpose	4
9.	Service of Process	4
10.	Association of Unit Owners	4
	(a) Duties and Obligations	
	(b) Voting Rights	
11.	Right of First Refusal and Conveyance or Other Disposition	5
12.	Right of Declarant to Dispose of Units	5
13.	Unit Owner's Rights with Respect to Interiors	6
14.	Repairs and Maintenance	6-7
	(a) Common Areas and Facilities	
	(b) Limited Common Areas and Individual Units	
	(c) Prohibition Against Structural Changes by Owner	
	(d) Entry For Repairs	
	(e) Association Personnel	7
15.	Destruction and Reconstruction	7
16.	Insurance	7-8
17.	Liability For Common Expenses	8
18.	Partition of Common Elements Prohibited	8
19.	Conveyance to Include Interests in Common Areas and Facilities and Limited Common Areas	8-9
20.	Failure of Association to Insist on Strict Performance No Waiver	9
21.	Amendments to Declaration	9
22.	Notices	9
23.	Easements, Reservations and Encroachments	9-10
24.	Pool and Cabana	10
25.	Number and Gender	10
26.	Severability	11
27.	Homestead	11

CONDOMINIUM DECLARATION
OF
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
ROYAL ORLEANS CONDOMINIUM

This Declaration is made pursuant to the Unit Ownership Act of the State of Wisconsin, Sections 703.01 to 703.28, Wisconsin Statutes (hereinafter sometimes referred to as the "Act") this 22nd day of May, 1972, by DANIEL DROBAC, (hereinafter referred to as "Declarant").

1. **Statement of Declaration.**

The purpose of this Declaration is to submit the lands hereinafter described and the improvements heretofore or hereafter to be constructed thereon to the condominium form of ownership in the manner provided by the Act and by this Declaration.

Declarant hereby declares that it is the sole owner of the real property described in Paragraph 2 hereof, together with all buildings and improvements thereon (hereinafter referred to as "the property") which is held and shall be held, conveyed, devised, leased, encumbered, used, improved, and in any manner otherwise affected subject to the provisions, conditions, covenants, restrictions and easements to this Declaration and the Act.

All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the property.

2. **Description of Land and Name.**

The following described real estate is subjected to the provisions of this Declaration:

Lots Three (3) and Four (4) in Block Two (2) in ROYAL ORLEANS, being a Subdivision of a part of the North West One-quarter (1/4), South West One-quarter (1/4). South East One-quarter (1/4) and North East One-quarter (1/4) of the South West One-quarter (1/4) of Section Twenty (2), in Township Eight (8) North, Range Twenty-one (21) East, in the City of Milwaukee.

Lots Five (5) and Six (6) in Block Two (2) in ROYAL ORLEANS, being a Subdivision of a part of the North West One-quarter (1/4), South West One-quarter (1/4), South East One-quarter (1/4) and North East One-quarter (1/4) of the South West One-quarter (1/4) of Section Twenty (20), in Township Eight (8) North, Range Twenty-one (21) East, in the City of Milwaukee.

Lots One (1) and Two (2) in Block Three (3) in ROYAL ORLEANS, being a Subdivision of a part of the North West One-quarter (1/4), South West One-quarter (1/4), South East One-quarter (1/4) and North East One-quarter (1/4) of the South West One-quarter (1/4) of Section Twenty (20), in Township Eight (8) North, Range Twenty-one (21) East, in the City of Milwaukee.

The Southwesterly 65.00 ft of Lot 6 in Block 6 in ROYAL ORLEANS ASS'N NO. 2 being a Re-Division of Lots 1, 2, 7 and 8 in Block 2, in Royal Orleans, in the NE 1/4 and the SE 1/4 of the SW 1/4 of Section 20, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin now known as Parcel Two in Certified Survey Map No. 1784, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on March 6, 1972 in Reel 639, Images 139-142, as Document No. 4657688.

The aforesaid real estate and all buildings and improvements thereon shall be known as ROYAL ORLEANS CONDOMINIUM.

3. **Description and Location of Buildings.**

The buildings now constructed, or to be constructed, on the real estate described in Paragraph 2 above shall be numbered 1, 2 and 3, shall be two stories in height, shall have basements, shall contain a total of One Hundred and One (101) units and are fully described in Exhibit A attached hereto and made a part of this Declaration. Said buildings are constructed principally as wood frame buildings with brick veneer. The buildings are located on the real estate as indicated in the survey marked Exhibit B attached hereto and made a part of this Declaration.

4. **Identification of Units.**

Unit shall mean a part of the Property subject to this Declaration intended for independent use and enjoyment as a single-family residential dwelling unit, consisting of one or more cubicles of air at one or more levels of space, having the following boundaries:

(a) Upper boundaries - shall be the plane of the under surface of the chords of the roof rafters, roof trusses, or ceiling joists, such that all drywall, ceiling tile, and other ceiling materials shall constitute a part of the unit.

(b) Lower boundaries - shall be the plane of the upper surface of the unpainted concrete basement floor.

(c) Vertical boundaries - shall be the exterior plane of the material constituting the wall surface material of the exterior perimeter walls of the unit, the unpainted interior surface of the perimeter basement block walls, and the plane of the outside faces of doors and windows for the unit such that all drywall, paneling and wall coverings and all doors, patio doors, door easements, interior door framing, windows, window glass, and screens shall constitute a part of the Unit.

The following items, areas and facilities shall not be considered Common Elements but shall be considered a part of the Unit owned by the Unit Owner to the extent that such items, areas, or facilities are within the exterior boundaries of the Unit or are used by or service that Unit alone: (a) equipment, appliances, fixtures, ducts, lines, pipes and laterals for services such a sewer, electrical power, gas, water, heat, air conditioning and incineration; and (b) all other apparatus, equipment, fixtures and materials used in conjunction with or servicing such unit alone.

The units are designated as 1, 2 3, etc., as set forth on Exhibit A attached hereto. A complete listing of units, together with post office address is attached hereto as Exhibit C and made a part hereof. Each unit shall include a basement, living room, dining room, kitchen, powder room, three bedrooms and a bathroom as shown on Exhibit A. Units 1, 34, 35, 71, 72 and 101 contain approximately 1208 square feet. Units 10, 11, 20, 21, 27, 28, 45, 54, 55, 77, 78, 86, 87, 94, 95 contain approximately 1176 square feet. All other units contain approximately 1122 square feet. The location, area, immediate common areas to which the units have access and further details identifying the units are as set forth in Exhibit A and B attached hereto and made a part thereof.

5. **Common Areas and Facilities.**

The common areas and facilities shall consist of all Royal Orleans Condominiums, except the individual units and limited common area, as each of the aforementioned is hereunder defined, including without limitation, the land on which the building or buildings are located; bearing walls; roofs; foundations; outside walls; girders, beams and supports; and the walks, driveways, parking areas, recreation areas and landscaping.

Each unit owner shall have a valid, exclusive easement to the space between the interior and exterior walls for purposes of adding additional utility outlets, wall hangings, erection of non-bearing partition walls, and the like, where space between the walls may be necessary for such uses provided that the unit owner shall do nothing to impair the structural integrity of the buildings or the soundproofing of common walls between the units, and provided further that the common areas and facilities be restored to their former condition by the unit owner at his sole expense upon completion or termination of the use requiring the easement.

Easements are hereby granted and declared for the benefit of the unit owners and the association for the installation, maintenance and repair of common utility services in and on any part of the units, as described in Paragraph 4.

6. **Limited Common Areas.**

(a) All fenced yards, entry walks, porches, attached stairways and individual unit utility services areas which are adjacent to each unit or units and are identified as limited-common areas on Exhibit A shall be appurtenant to the particular unit or units and shall be limited common areas for the exclusive uses of the owner or owners of such unit or units.

(b) The manner of use of such limited common areas shall be governed by the By-Laws of, and such rules and regulations as may be established by the Association (hereinafter described), and no unit owner shall decorate, landscape or adorn any limited common areas, or permit such, in any manner contrary to such By-Laws and rules and regulations.

7. **Percentage of Ownership In Common Areas and Facilities and Limited Common Areas.**

Each unit owner shall own an undivided interest in the common areas and facilities and limited common areas as a tenant in common with all other unit owners and, except as otherwise limited in this Declaration, shall have the right to use and occupy the common areas and facilities and limited common areas for all purposes incident to the use and

occupancy of his unit as a place of residence, and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with his unit.

The percentage of undivided interest in the common areas and facilities and limited common areas relating to each unit and its owner for all purposes, including voting, shall be determined by dividing the number one (1) by the number one hundred and one (101).

8. **Purpose.**

All buildings and the units therein contained are intended for and restricted exclusively to residential use as governed by the terms and conditions contained herein and the By-Laws of the Association.

9. **Service of Process.**

The person to receive service of process shall be DANIEL DROBAC, 5400 North 27th Street, Milwaukee, Wisconsin 53209, or such other person as may be designated from time to time by the Board of Directors of the Association, which designation shall be filed with the Register of Deeds of Milwaukee County.

10. **Association of Unit Owners.**

(a) Duties and Obligations.

All unit owners shall be entitled and required to be a member of an association of unit owners to be known as the Royal Orleans Condominium Association (herein "Association") which shall be responsible for carrying out the purposes of this Declaration including the exclusive management and control of the common areas and facilities and limited common areas. Such Association may be incorporated as a non-profit corporation under the laws of the State of Wisconsin. Each unit owner and the occupants of the units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the By-Laws and regulations of the Association.

(b) Voting Rights.

The association shall have two classes of voting membership as follows:

1. Class A -- Class A members shall be all unit owners, with the exception of the Declarant, and shall have one vote for each unit owned;

2. Class B -- Class B member(s) shall be the Declarant and shall be entitled to three votes for each unit owned. The class B membership shall cease and be converted to Class A membership on the occurrence of either of the following events:

    (a) when the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership, or

    (b) December 31, 1974.

11. **Right of First Refusal and Conveyance or Other Disposition.**

No unit owner shall at any time sell, convey, contract to sell, lease or devise, whether by operation of law or otherwise, without first complying with the provisions hereinafter contained in this paragraph. No such sale, conveyance, contract of sale, devise, gift, lease, sublease, or alienation of any other kind shall be made unless the Association is given no less than fifteen days prior written notice of the terms thereof, together with the name and address of the proposed purchaser, vendee, donee, devisee, lessee, or alienee.

The Association shall at all times have the first right and option to purchase or lease such unit upon the same terms as those upon which it is offered, which option shall be exercisable for a period of fifteen days following the date of receipt of notice. If the option is not exercised by the Association within fifteen days, the owner or lessee may, at the expiration of said fifteen day period and at any time within thirty days after the expiration of said period, sell or lease such unit to the proposed purchaser or lessee named in such notice upon the terms specified therein.

In the event that the unit owner shall desire to dispose of his unit by gift or devise to other than his lawful spouse or his heirs at law under the laws of the State of Wisconsin said unit owner or his personal representative shall give the Association no less than thirty days prior written notice of the name and address of the proposed donee or devisee. The Association shall have the right and option to purchase such unit at their fair market value to be determined by a panel of three qualified appraisers one of which shall be selected by the unit owner or his legal representative, one by the Association, and the third by the two so selected, provided that the Association shall notify the unit owner or his personal representative of its intent to exercise such right and option within thirty days after the receipt of notice from the unit owner or his personal representative as provided herein.

The Association shall not exercise any of the options herein set forth to purchase or lease any unit without the prior consent of unit owners holding at least 75% of the votes entitled to be cast at any meeting duly called to consider such action.

Unit ownership or interests therein acquired pursuant to the terms of this paragraph shall be held of record in the name of the Association, or such nominee as it shall designate, for the benefit of all of the owners. Said unit ownership or interests therein shall be sold or leased by the Association for the benefit of the owners. All proceeds of such sale or leasing after payment of borrowed funds and special assessments levied for such purposes shall be deposited in such funds as the Association may establish and may thereafter be disbursed at such time and in such manner as the Association shall determine.

12. **Right of Declarant to Dispose of Units.**

The provisions of paragraph 11 shall not be applicable to or binding upon the Declarant until subsequent to the initial sale of all 101 units. Declarant shall have the right to dispose of units by land contract or by such other form of installment sale as it may choose, and in the event that Declarant shall be forced to foreclose or otherwise recover possession of any unit as the result of the default of a purchaser under such an installment sale Declarant shall be free to dispose of any such unit by any means whatsoever, free of any restrictions set forth in paragraph 11 above. Nothing herein contained shall in any way restrict Declarant's right to lease units not otherwise disposed of.

13. **Unit Owner's Rights with Respect to Interiors.**

Each unit owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise refurnish and decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of his unit and all walls, ceilings, floors and doors within such boundaries, provided that such unit owner shall take no action which in any way will materially change any common walls. Partition walls of a nonstructural nature may be erected pursuant to the terms of paragraph 5 above.

14. **Repairs and Maintenance.**

(a) Common Areas and Facilities.

The Association shall be responsible for the management and control of the common areas and facilities and shall cause the same to be kept in good, clean, attractive and sanitary condition, order and repair. Without in any way limiting the foregoing, this shall include all painting, repairing and decorating of exteriors, maintenance and repair of walks, drives and access routes, and maintenance and repair of all landscaping except for plantings in patios and courtyards.

(b) Limited Common Areas and Individual Units.

Each unit owner shall keep the limited common area appurtenant to his unit, as defined in paragraph 6 hereof and as described in Exhibit A, in a good, clean, sanitary and attractive condition.

Each unit and all its facilities, and other fixtures, appliances and equipment located within or designed as a part of such unit shall at all times be maintenance by the Unit Owner, at such Unit Owner's expense. Except for those portions which the Association is required to maintain and repair hereunder, if any, each Unit Owner shall be responsible for keeping the interior of his unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his unit.

(c) Prohibition Against Structural Changes by Owner.

A unit owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to his unit, or in or to the exterior of any building or any common or limited common areas and facilities. A unit owner shall not perform, or allow to be performed, any act or work which will impair the structural soundness or integrity of any building, or the safety of the property, or impair any easement or hereditament, without the prior written consent of the Association.

(d) Entry For Repairs.

The Association may enter any unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of public utilities and for any other matters for which the Association is responsible. Such entry shall be made with prior notice to the owners and with as little

inconvenience to the owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense.

(e) Association Personnel.

The Association may obtain and pay for services of any person or entity to manage its affairs to the extent it deems advisable, and may hire such personnel as it shall determine to be necessary or advisable for the proper operation of the project. The Association may arrange with others to furnish lighting, heating, water, trash collections, sewer service and such common services as may be required to each unit.

15. **Destruction and Reconstruction.**

In the event of a partial or total destruction of a building or buildings, they shall be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as originally built, unless within 90 days of the date of the damage or destruction all unit owners agree not to rebuild or repair. 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 5% from the number of square feet for such unit as originally constructed, and the location of the buildings shall be substantially the same as prior to damage or destruction. The proceeds of any insurance collected for such damage or destruction shall be available to the Association for the purpose of repair or reconstruction as provided in paragraph 16 hereof. The Association shall have the right to levy assessments in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

16. **Insurance.**

The Board of Directors of the Association shall provide and maintain fire and broad form extended coverage insurance on the buildings and any portion thereof in the amount of full insurable value (replacement value) of the buildings. Such insurance shall be obtained in the name of the Association as trustee for all unit owners and their respective mortgages as their interests may appear. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association, and their respective servants, agents and guests and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more unit owners, or the Association, or their servants, agents and guests, within thirty (3) days prior written notice to the Association giving it an opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value.

In the event of partial or total destruction of a building or buildings and it is determined to repair or reconstruct such building or buildings in accordance with paragraph 15 hereof, the proceed of the insurance shall be paid to the Association to be applied to the cost thereof. If it is determined not to reconstruct or repair, then the proceeds shall be distributed to the unit owners and their mortgagees, if any as their respective interests may appear.

If insurance coverage is available to combine protection for the Association and the unit owner's individual unit, the Board of Directors is hereby given discretionary powers to negotiate such combination of insurance protection on an equitable cost-sharing basis under which the unit owner would be assessed individually for the amount of insurance which he directs the Board of Directors to include in such policies for his additional protection. Copies of all such policies shall be provided to each mortgagee. Nothing contained in this paragraph shall be deemed to prohibit any unit owner, at his own expense, to provide any insurance coverage on his improvements or betterments which will not duplicate any insurance provided by the Association of Unit Owners.

The Board of Directors shall also provide public liability insurance covering the common areas and facilities and general common areas in such amounts as may be determined at the discretion of the Board of Directors from time to time. The Board of Directors may also provide workmen's compensation insurance and fidelity bonds on such officers and employees and in such amounts as is determined by the Board of Directors to be necessary from time to time. The Board of Directors may also provide "additional living expense" insurance for the benefit of unit owners.

17. **Liability For Common Expenses.**

The costs of administration of the Association, repair, maintenance and other expenses of the common areas and facilities and limited common areas. shall be paid for by the Association and assessments shall be made against the unit owners, as well as the units themselves, for such expenses as provided by the By-Laws of said Association. No unit owner may exempt himself or his unit ownership from liability for his contribution toward the common expenses by waiver of the use of enjoyment of any of the common, or limited common areas and facilities or by the abandonment of his unit; and no conveyance shall relieve the unit owner grantor therein or his unit of such liability, and he shall be jointly, severally and personally liable for such common expenses along with his grantee in any such conveyance until all expenses charged to his unit have been paid.

All common expenses and assessments, when due, shall immediately become a personal debt of the unit owner and also a lien, as provided in the "Act," until paid, against the unit to which charged without the necessity of filing such lien, and this provision shall constitute sufficient notice to all successors of title to units.

18. **Partition of Common Elements Prohibited.**

There shall be no partition of the common areas and facilities and limited common areas through judicial proceedings or otherwise until this agreement is terminated and the property is withdrawn from its terms or from the terms of the applicable statutes regarding unit ownership or 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 contained shall be deemed to prohibit a voluntary or judicial partition of said single unit as between such co-owners.

19. **Conveyance to Include Interests in Common Areas and Facilities and Limited Common Areas.**

No unit owners shall execute any deed, mortgage, lease or other instrument affecting title to such ownership without including therein both their interest in the unit and their corresponding percentage of ownership in the common, and limited common areas and facilities, it being the intention hereof to prevent any severance of such combined ownership.

Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

20. **Failure of Association to Insist on Strict Performance No Waiver.**

The failure of the Association to insist in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment for the future, of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a unit owner, with knowledge of the breach of any covenant hereof shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

21. **Amendments to Declaration.**

Except as otherwise provided by the "Act," with respect to percentage of interest as provided in paragraph 7 hereof, this Declaration may be amended by an affirmative vote of not less that 3/4 of all votes entitled to be cast by unit owners in the condominium project following the initial sale of all 101 units by the Declarant herein. Prior to such time the consent in writing of the Declarant, his successors or assigns, shall also be required. Copies of such amendments shall be certified by the President and Secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Milwaukee County, and a copy of the amendment shall also be mailed or personally delivered to each unit owner at his address on file with the Association. This Declaration shall not be revoked except as provided by law.

22. **Notices.**

All notices and other documents required to be given by this Declaration or the By-Laws of the Association shall be sufficient if given to one registered owner of a unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the Agent specified for receipt of process herein. All owners shall provide the Secretary of the Association with an address for the mailing or service of any notice or other documents and such Secretary shall be deemed to have discharged his duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him.

23. **Easements, Reservations and Encroachments.**

(a) Easements are hereby declared and granted for the benefit of the unit owners, the Association and reserved for the benefit of the Declarant for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, master television antenna system wires and equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along and on any part of the common areas and facilities.

(b) In the event that by reason of the construction, reconstruction, settlement, or shifting of any building, or the design or construction of any unit, any part of the common areas and facilities, or limited common areas, encroaches or shall hereafter encroach upon any part of any unit, or any part of any unit encroaches or shall hereafter encroach upon any part of the

common areas and facilities, or limited common areas, or any portion of any unit encroaches upon any part of any other unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such unit so long as all or any part of the building containing such unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit or in favor of the owner or owners of the common areas or facilities, or limited common areas, if such encroachment occurred due to the willful conduct of said owner or owners.

(c) All easements and rights described herein are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all unit owners, purchasers and mortgagees and their heirs, executors, administrators, successors and assigns. The Association shall have the authority to execute all documents necessary to carry out the intent of this paragraph 23.

24. **Pool and Cabana.**

The Declarant is the owner of a 16 unit apartment building on the following described land, which land is adjacent to some of the land made subject to the provisions of this Declaration:

> Lot 6, with the exception of the southwesterly 65 feet thereof, and all of Lot 7 in Block 6, in Royal Orleans Addition No. 2, being a redivision of Lots, 1, 2 7 and 8 in Block 2, in Royal Orleans, in the NE 1/4 and in the SE 1/4 of the SW 1/4 of Section 20, T 8 N, R 21 E, in the City of Milwaukee, now known as Parcel 1 of the CERTIFIED SURVEY MAP NO. 1784, recorded in the Office of the Register of Deeds of Milwaukee County on March 6, 1972 in Reel 639, Images 139 to 142 inclusive, as Document No. 4657688.

The Declarant reserves for the benefit of himself and his heirs, successors and assigns, the right at any time and from time to time to permit present and future tenants, occupants, owners, and their respective families, invitees, and guests, of such 16 unit apartment to make use of and enjoy the pool and cabana to be constructed on the land made subject to this Declaration on the condition that the Declarant or any subsequent owner of such 16 unit apartment prior to exercising such right of use shall agree to pay a pro rata share of the costs and expenses of the operation and maintenance of such pool and cabana during the period of any such use, said pro rate share to be based upon the total number of living units, including the 101 units creating this Declaration, having the use and enjoyment of said pool and cabana.

25. **Number and Gender.**

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

26. **Severability.**

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

27. **Homestead.**

This is not homestead property.

IN WITNESS WHEREOF, the said DANIEL DROBAC, Declarant, has hereto set his hand and seal at Milwaukee, Wisconsin, this 22nd day of May, 1972.

In Presence of:

s/Daniel Drobac (SEAL)
Daniel Drobac

_____

_____

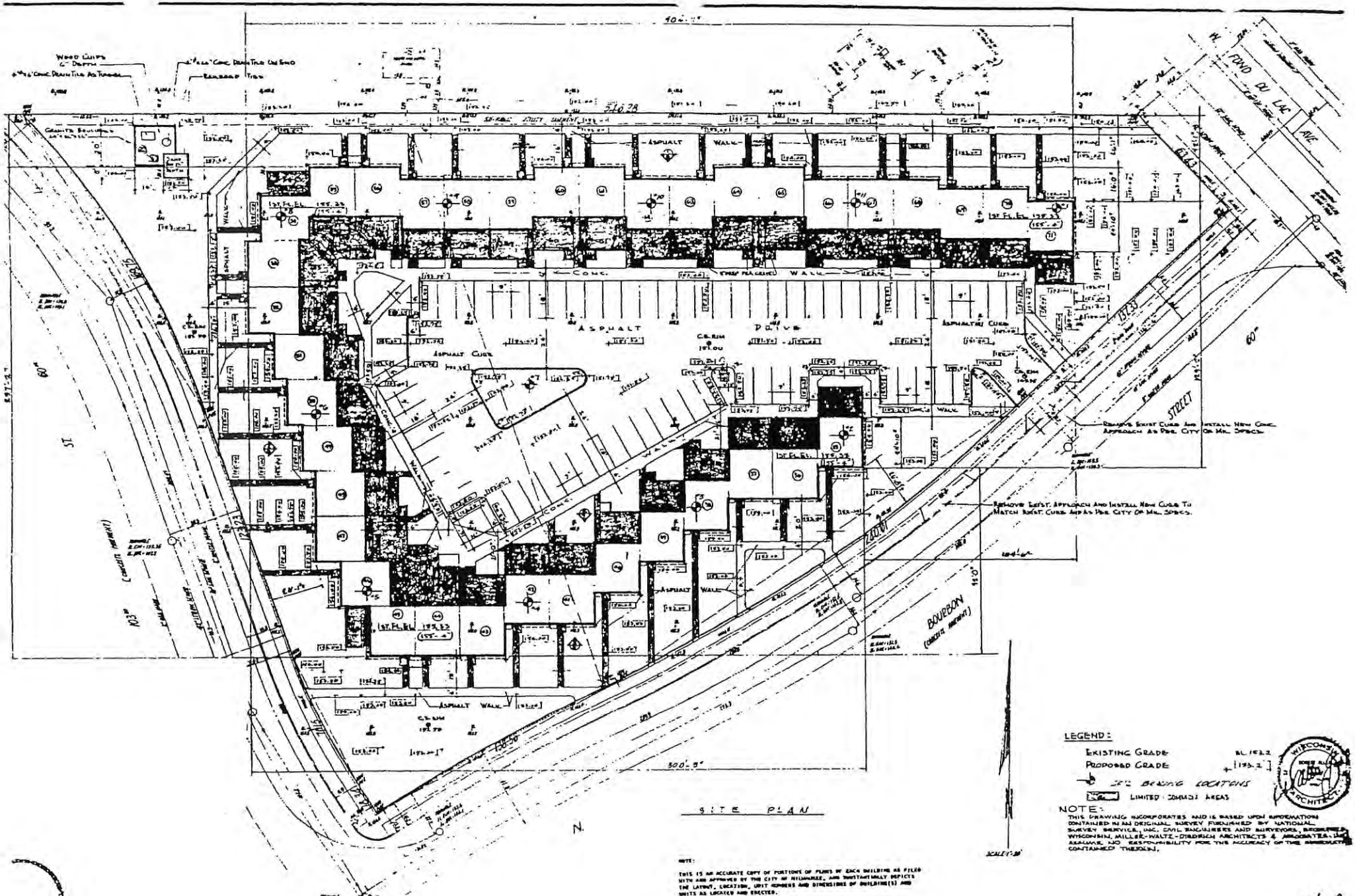
STATE OF WISCONSIN)
: ss.
MILWAUKEE COUNTY)

Personally came before me this 22nd day of May, 1972, DANIEL DROBAC, to me known as the person who executed the foregoing instrument and acknowledged the same.

IT WITNESS WHEREOF, I hereunto set my hand and official seal, this 22nd day of May, 1972.

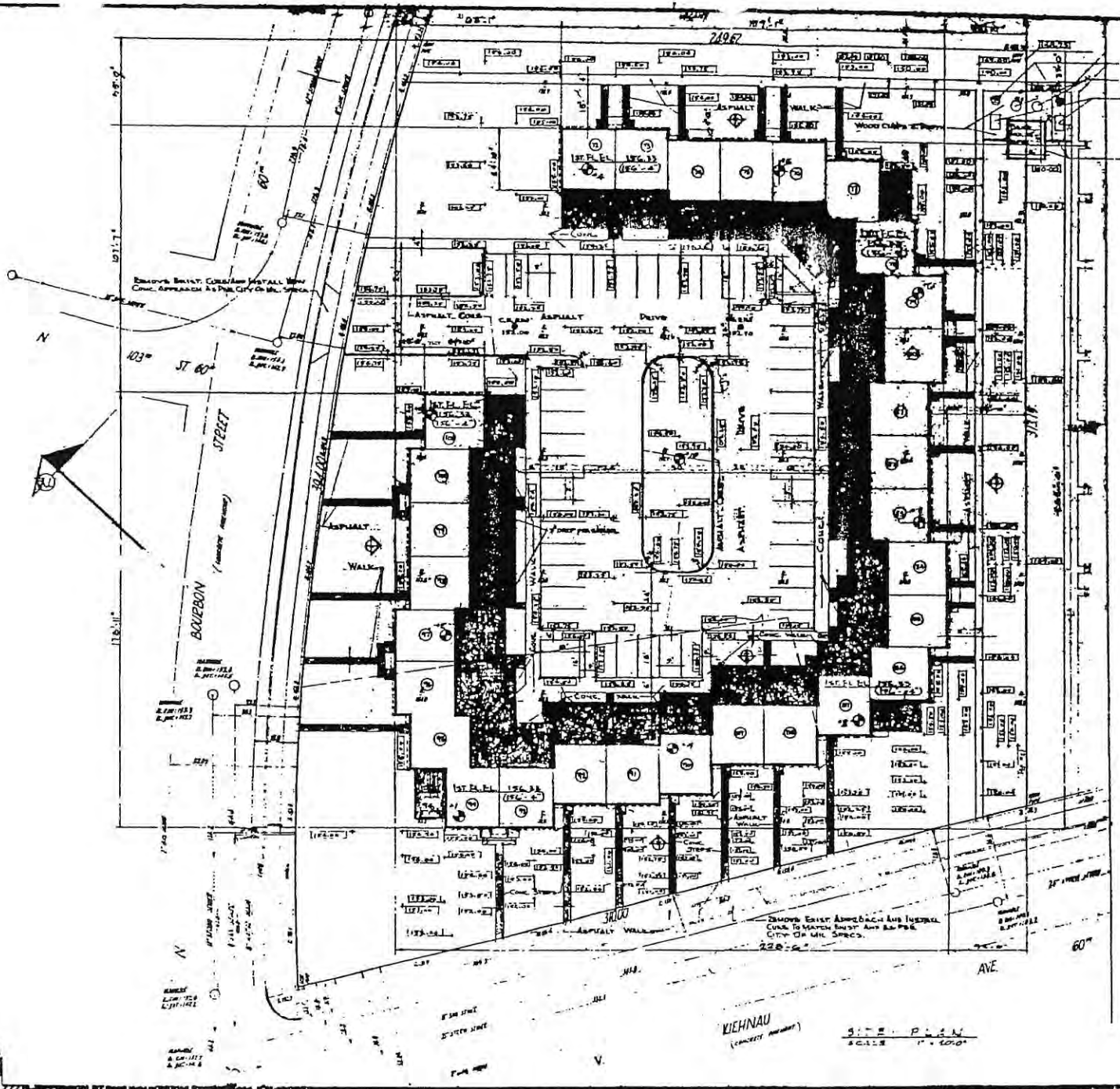
s/Samuel J. Recht
Notary Public, Milwaukee County, Wis.
My commission: is permanent

This instrument was drafted by Samuel J. Recht, Brady, Tyrrell, Cotter & Cutler, 735 North Water Street, Milwaukee, Wisconsin 53202.



EXH A

ROYAL ORLEANS CONDOMINIUMS BUILDING '2' (NO OTHER NAME)	MILWAUKEE, WISCONSIN	MARCH 19, 1971	SITE PLAN	996-C1c	EXHIBIT A SHEET 2



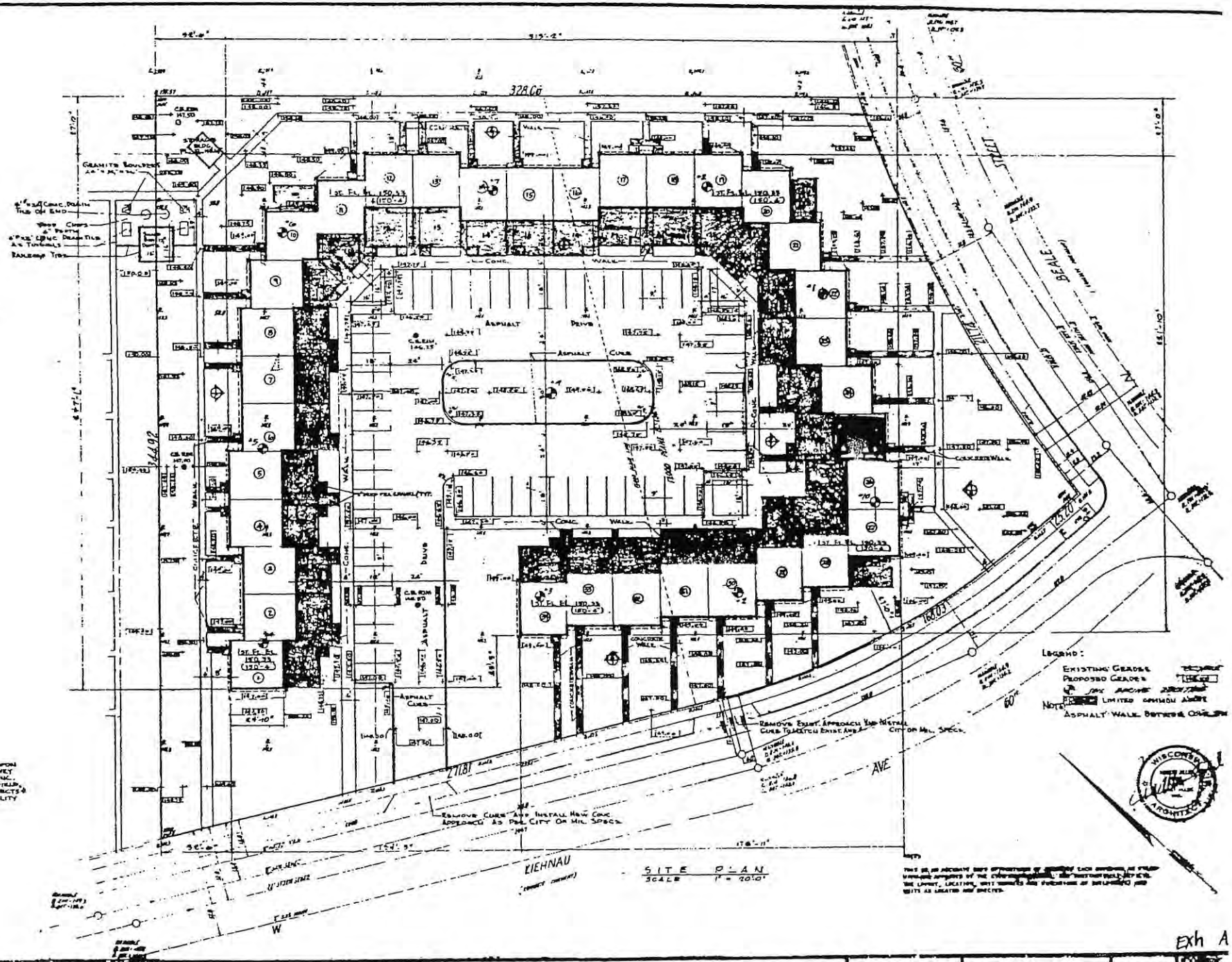
SITE PLAN
SCALE 1" = 40'-0"

NOTE:
THIS DRAWING INCORPORATES AND IS BASED UPON INFORMATION OBTAINED IN AN ORIGINAL SURVEY FURNISHED BY NATIONAL SURVEY SERVICE, INC., CIVIL ENGINEERS AND SURVEYORS, BROOKFIELD, WISCONSIN. MILLER, WALTZ - DIEDRICH ARCHITECTS & ASSOCIATES INC., ASSUME NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED THEREIN.

NOTE:
THIS IS AN ACCURATE COPY OF PORTIONS OF PLANS OF EACH BUILDING AS FILED WITH AND APPROVED BY THE CITY OF MILWAUKEE, AND SUBSTANTIALLY REFLECTS THE LAYOUT, LOCATION, UNIT NUMBERS AND DIMENSIONS OF BUILDING AS BUILT AS-LOCATED AND SHOWN.

Exh A

Check by	ROYAL ORLEANS CONDOMINIUMS BUILDING "B" (NO OTHER NAME) MILWAUKEE, WISCONSIN	MARCH 19, 1971 REVISED JUNE 01, 1971	SITE PLAN	556-C1a	EXHIBIT A SHEET 2

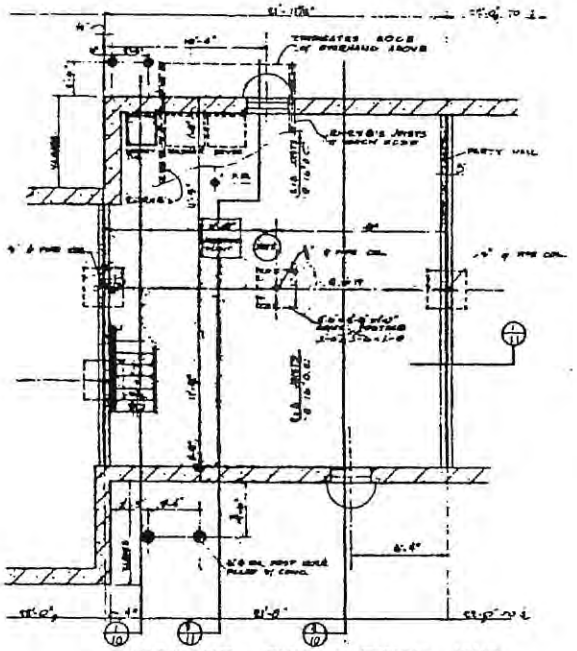


NOTE:

THIS DRAWING INCORPORATES AND IS BASED UPON INFORMATION CONTAINED IN AN ORIGINAL SURVEY FURNISHED BY NATIONAL SURVEY SERVICE, INC. CIVIL ENGINEERS AND SURVEYORS, BROOKFIELD, WISCONSIN. MILLER-WALTZ-DIEDRICH ARCHITECTS & ASSOCIATES INC. ASSUME NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED THEREIN.

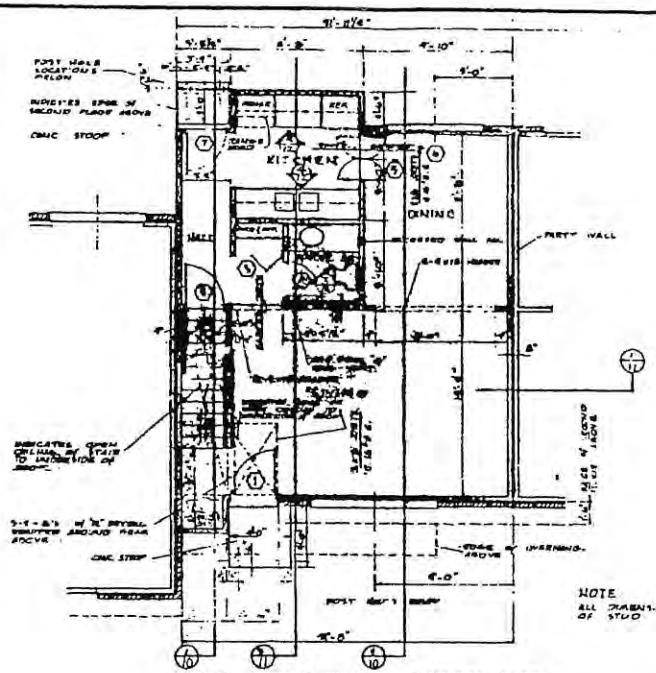
Exh A

Check 1	ROYAL ORLEANS CONDOMINIUMS BUILDING 1 (OR OTHER NAME)	MILWAUKEE, WISCONSIN	MARCH 17 1971	SITE PLAN	348-C12-



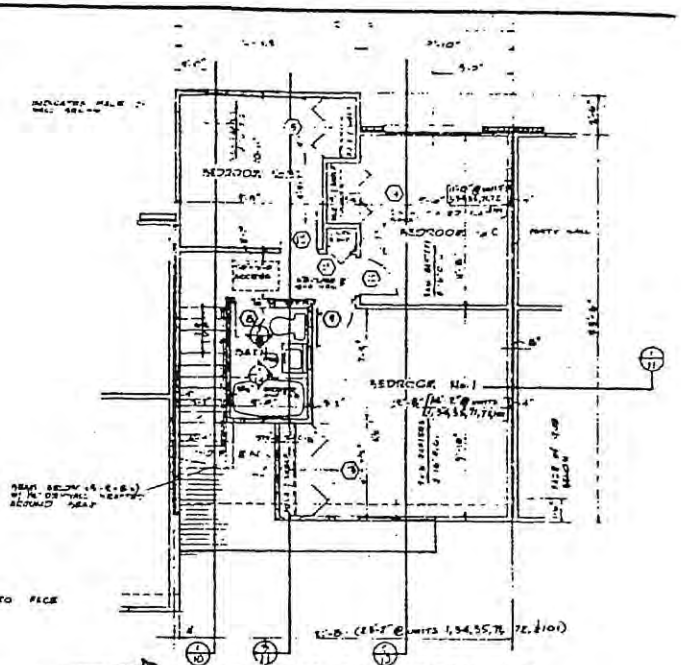
BASEMENT PLAN of TYPICAL UNIT

ALL UNITS



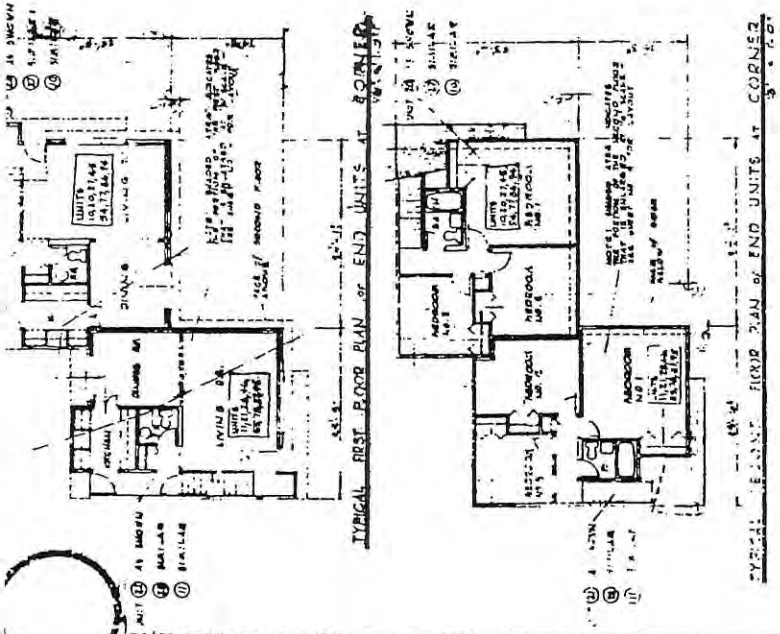
FIRST FLOOR PLAN of TYPICAL UNIT

NOTE
ALL DIMENSIONS TO FACE OF STUD



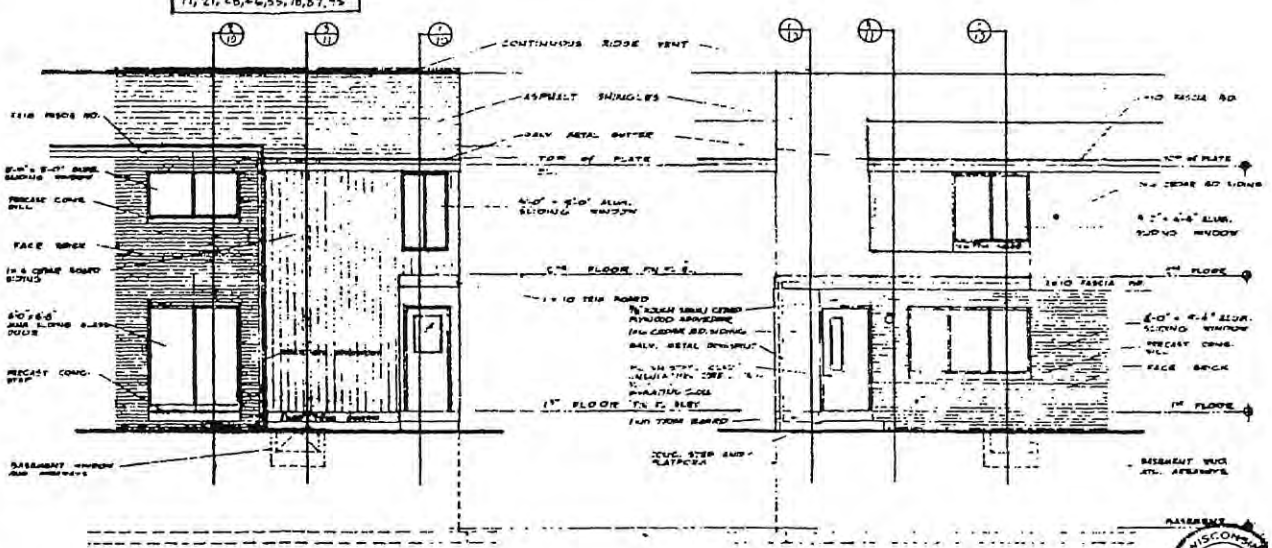
SECOND FLOOR PLAN of TYPICAL UNIT

ALL UNITS EXCEPT
10, 20, 27, 45, 54, 77, 86, 94
11, 21, 28, 44, 55, 78, 87, 95



TYPICAL FIRST FLOOR PLAN OF END UNITS AT CORNER

TYPICAL BASEMENT FLOOR PLAN OF END UNITS AT CORNER



REAR ELEVATION of TYPICAL UNIT

FRONT ELEVATION of TYPICAL UNIT

THIS IS AN ACCURATE COPY OF PORTIONS OF PLANS OF EACH BUILDING AS FILED WITH AND APPROVED BY THE CITY OF MILWAUKEE, AND TRUTHFULLY DEPICTS THE LAYOUT, LOCATION, UNIT NUMBERS AND DIMENSIONS OF BUILDING(S) AND UNITS AS LOCATED AND ERECTED.

REVISED DISCLOSURE DATE:

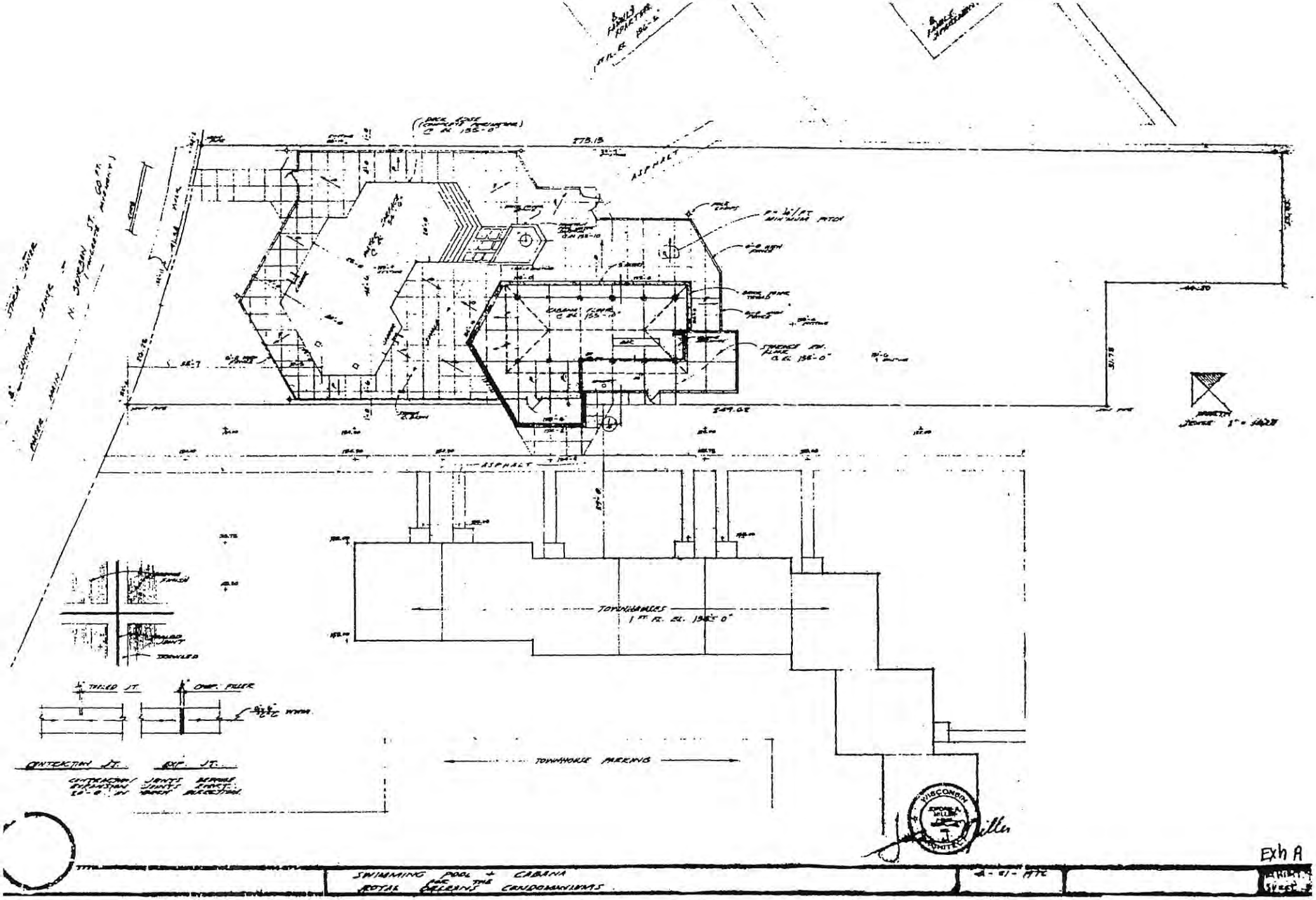
MILWAUKEE, WISCONSIN

MARCH 19, 1971

FLOOR PLANS AND ELEVATIONS of TYPICAL UNIT

246-C1a

EXHIBIT A
SHEET 4


ASPHALT
TOWNHOUSES
TOWNHOUSE PARKING
CONTRACTION JT.
EXP. JT.
SWIMMING POOL + CABANA
ROYAL GREENS CONDOMINIUMS
Exh A

PLAT OF SURVEY

Known as: West Kilbourn Avenue, in City of Milwaukee, Wisconsin

Lots 3 and 4 in Block 2 in ROYAL ORLEANS, being a Subdivision of a part of the NW 1/4, SW 1/4, SE 1/4 and the NE 1/4 of the SW 1/4 of Section 28, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin

MARCH 1, 1971

(COMMON FROM BLANK)

SURVEY NO. 12M072-S

REVISION N.G.S.

328.06

344.92

PROPOSED BUILDING

EXISTING BUILDING

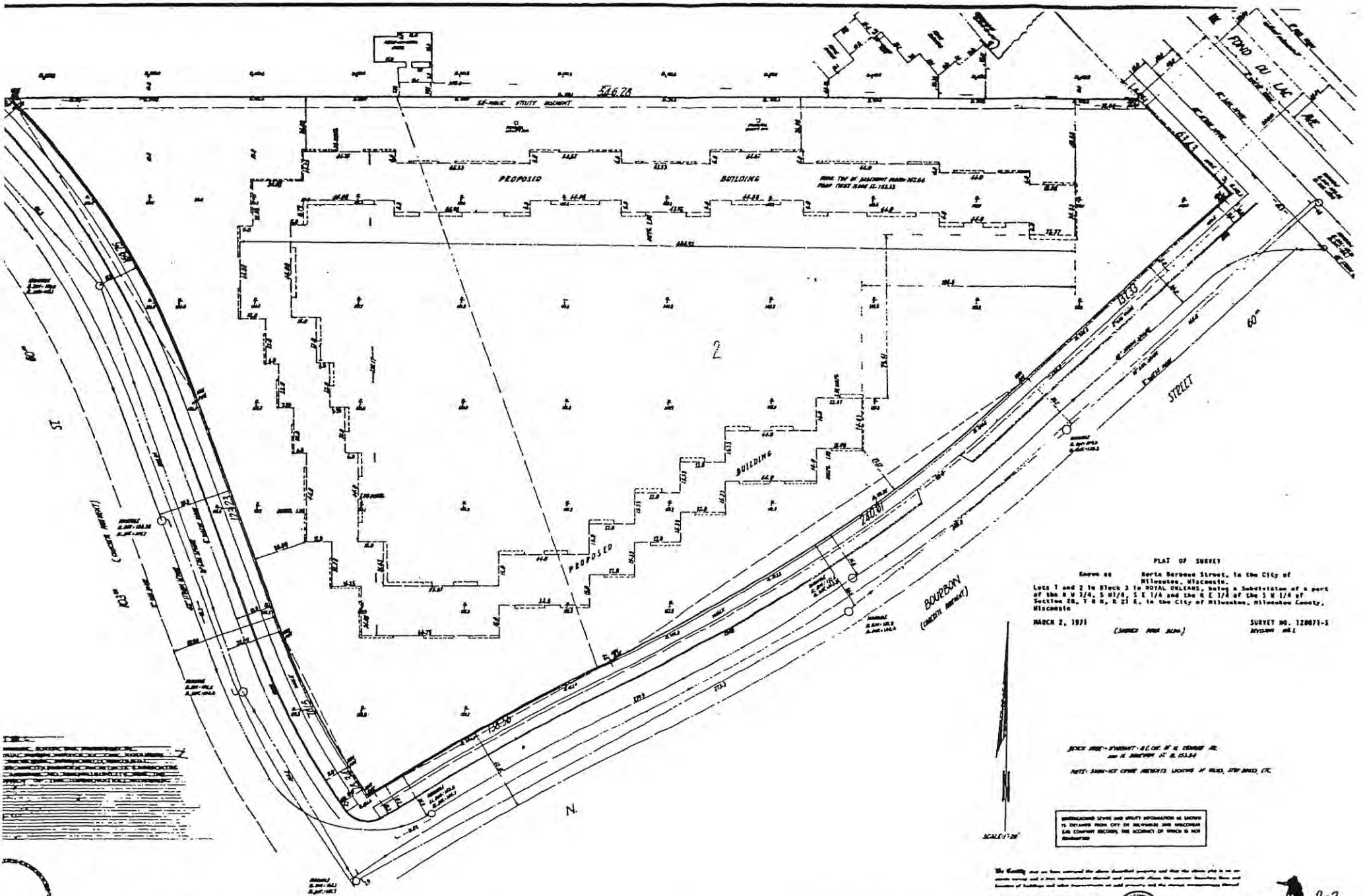
PROPOSED

EXISTING BUILDING

PROPOSED

EXISTING BUILDING

PROPOSED



PLAT OF SURVEY

Known as North Barbeau Street, in the City of Milwaukee, Wisconsin.

Lots 1 and 2 in Block 3 in ROYAL ORLEANS, being a Subdivision of a part of the N W 1/4, S W1/4, S E 1/4 and the N E 1/4 of the S W 1/4 of Section 28, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin

MARCH 2, 1971

SURVEY NO. 120871-S

(SHEET 1 OF 1 SHEET)

NOTE: SANITARY SEWER MANHOLES LOCATED BY RODS, STEP SHOD, ETC.

OBSERVATIONS LEVEL AND UTILITY INFORMATION AS SHOWN IS OBTAINED FROM CITY OF MILWAUKEE AND WISCONSIN GAS COMPANY RECORDS, THE ACCURACY OF WHICH IS NOT GUARANTEED

We hereby certify that we have surveyed the above described property and that the above plat is a true, correct and accurate representation thereof and correctly shows the exterior boundaries and dimensions of the property and the visible improvements thereon.

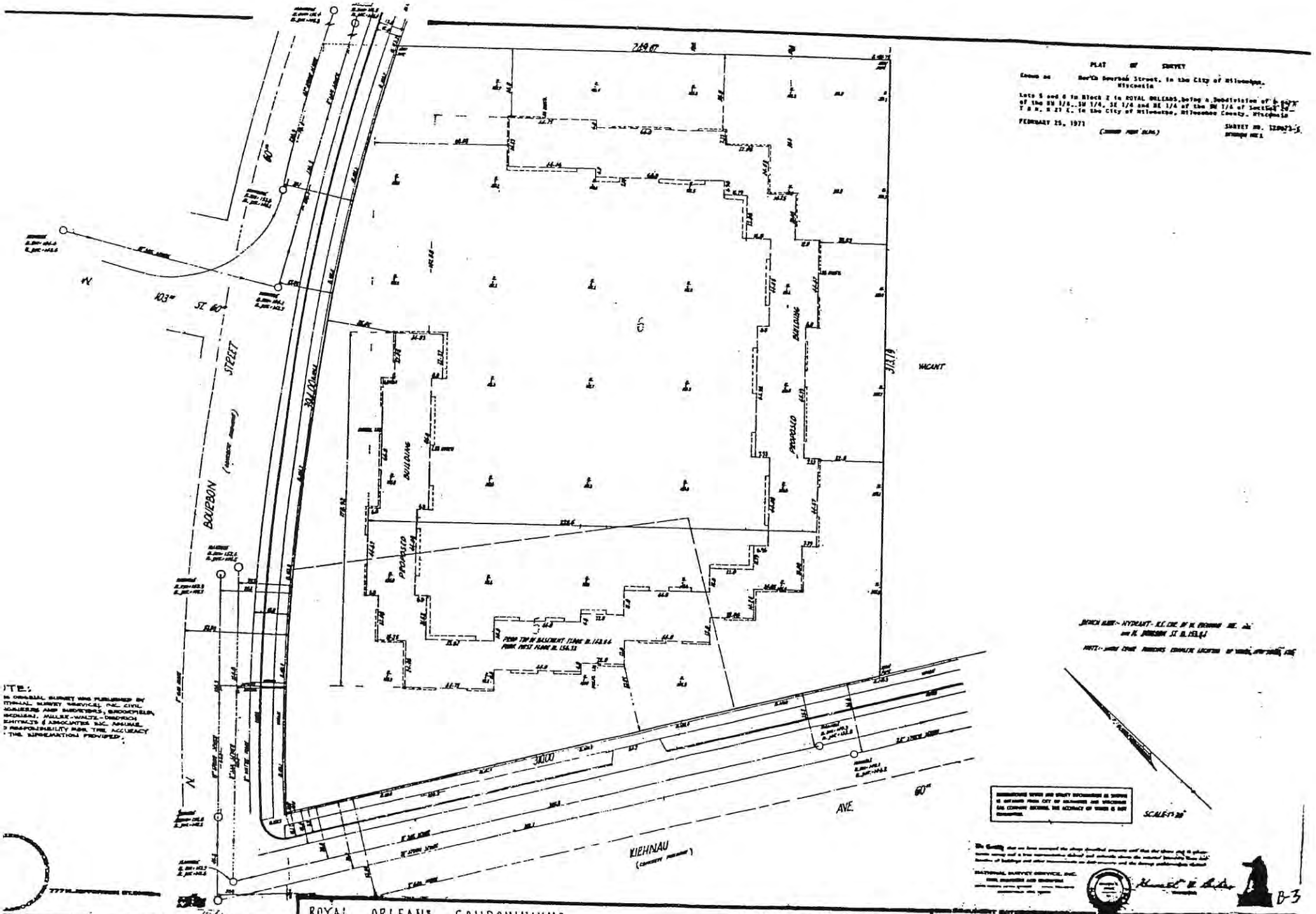
NATIONAL SURVEY SERVICE, INC.

Kenneth C. Rabe

SURVEY 34661

B-2

MILWAUKEE, WISCONSIN | MARCH 19, 1971


PLAT OF SURVEY
Known as North Bourbon Street, in the City of Milwaukee, Wisconsin
Lots 5 and 6 in Block 2 in ROYAL ORLEANS, being a Subdivision of the NW 1/4 SW 1/4, SW 1/4 SE 1/4 and NE 1/4 of the NW 1/4 of Section 32, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin
FEBRUARY 25, 1971
SURVEY NO. 120673-S
BOURBON STREET
103rd ST.
60'
N
249.67'
VACANT
PROPOSED BUILDING
EXISTING BUILDING
PENT TOP OF BASEMENT ELEV. 813.94
FIRST FLOOR EL. 834.33
3000
60'
AVE.
KIEHNAU
SCALE: 1" = 20'
ROYAL ORLEANS CONDOMINIUMS
MILWAUKEE, WISCONSIN
MARCH 19, 1971
SURVEY
346 CL.
B-3

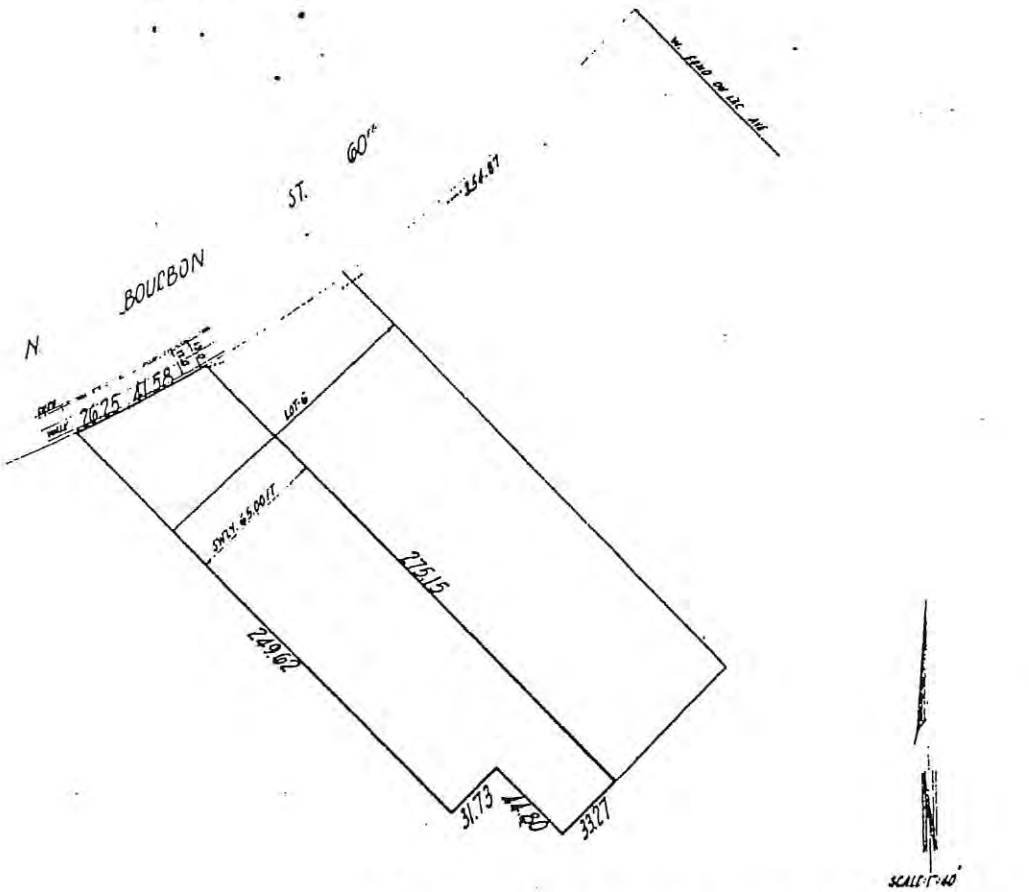
Plat of Survey

Known as North Bourbon Street, in the City of Milwaukee, Milwaukee County, Wisconsin

The Southwesterly 65.00 ft of Lot 6 in Block 6 in ROYAL ORLEANS ADD'N. NO. 2, being a Re-Division of Lots 1, 2, 7 and 8 in Block 2, in Royal Orleans, in the NE 1/4 and the SE 1/4 of the SW 1/4 of Section 20, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin
To be known as Parcel Two in F M Land Company Certified Survey Map No. 1784

April 2, 1971

Survey No. 130161-M



We Certify that we have surveyed the above described property and that the above plat is an accurate survey and a true representation thereof and correctly shows the exterior boundary lines and location of buildings and other improvements on said property and the correct measurements thereof.

NATIONAL SURVEY SERVICE, INC.
CIVIL ENGINEERS AND SURVEYORS
5470 NORTH 125TH STREET 1414-781 3010
BROOKFIELD WIS 53005

WISCONSIN REGISTERED LAND SURVEYOR

Kenneth C Rube
SURVEYOR



B-4

	DOCUMENT DATE	DRAWING DESCRIPTION	PROJECT	SHEET
MILWAUKEE, WISCONSIN	4/21/1972	SURVEY	3461	EXHIBIT 'B' SHEET 4

EXHIBIT C TO ROYAL ORLEANS CONDOMINIUM

Unit	Street Address
1	10168 West Kiehnau Avenue
2	10166 " " "
3	10164 " " "
4	10162 " " "
5	10160 " " "
6	10158 " " "
7	10156 " " "
8	10154 " " "
9	10152 " " "
10	10150 " " "
11	10148 " " "
12	10146 " " "
13	10144 " " "
14	10142 " " "
15	10140 " " "
16	10138 " " "
17	10136 " " "
18	10134 " " "
19	10132 " " "
20	10130 " " "
21	10128 " " "
22	10126 " " "
23	10124 " " "
24	10122 " " "
25	10120 " " "
26	10118 " " "
27	10116 " " "
28	10114 " " "
29	10112 " " "
30	10110 " " "
31	10108 " " "
32	10106 " " "
33	10104 " " "
34	10102 " " "
35	6601 North Bourbon Street
36	6603 " " "
37	6605 " " "
38	6607 " " "
39	6609 " " "
40	6611 " " "
41	6613 " " "
42	6615 " " "
43	6617 " " "
44	6619 " " "
45	6621 " " "
46	6623 " " "
47	6625 " " "
48	6627 " " "
49	6629 " " "
50	6631 " " "

EXHIBIT C TO ROYAL ORLEANS CONDOMINIUM (cont'd)

Unit	Street Address
51	6633 North Bourbon Street
52	6635 " " "
53	6637 " " "
54	6639 " " "
55	6641 " " "
56	6643 " " "
57	6645 " " "
58	6647 " " "
59	6649 " " "
60	6651 " " "
61	6653 " " "
62	6655 " " "
63	6657 " " "
64	6659 " " "
65	6661 " " "
66	6663 " " "
67	6665 " " "
68	6667 " " "
69	6669 " " "
70	6671 " " "
71	6673 " " "
72	6540 " " "
73	6542 " " "
74	6544 " " "
75	6546 " " "
76	6548 " " "
77	6550 " " "
78	6552 " " "
79	6554 " " "
80	6556 " " "
81	6558 " " "
82	6560 " " "
83	6562 " " "
84	6564 " " "
85	6566 " " "
86	6568 " " "
87	6570 " " "
88	6572 " " "
89	6574 " " "
90	6576 " " "
91	6578 " " "
92	6580 " " "
93	6582 " " "
94	6584 " " "
95	6586 " " "
96	6588 " " "
97	6590 " " "
98	6592 " " "
99	6594 " " "
100	6596 " " "
101	6598 " " "

ROYAL ORLEANS CONDOMINIUM ASSOCIATION

BY-LAWS

TABLE OF CONTENTS / BY-LAWS

INTRODUCTION			1
ARTICLE I	**ASSOCIATION**		1
Section	1	Address	1
	2	Purpose	1
ARTICLE II	**ASSOCIATION MEMBERSHIP AND VOTES**		1
Section	1	Members	1
	2	Member Votes	1
	3	One Membership Per Unit	2
	4	Multiple Ownership Of One Condominium	2
	5	Transfer Of Membership	2
	6	Duties Of Owners	2
ARTICLE III	**MEETINGS**		2
Section	1	Notice Of Annual Meetings (Meetings Of Members)	2
	2	Special Meetings Of The Association (" " ")	3
	3	Presiding Officers	3
	4	Proxy Votes	3
	5	Quorum	3
	6	Majority Of Unit Owners	3
	7	Vote By Multiple Ownership Of One Condominium	3
	8	Restriction From Voting Due To Lien Or Judgment	4
	9	Regular Board Of Directors Meetings	4
	10	Special Meetings Of The Board Of Directors	4
	11	Quorum Of Directors	4
	12	Board Of Directors Voting	4
	13	Emergency Action	4
ARTICLE IV	**BOARD OF DIRECTORS**		4
Section	1	Qualifications Of Directors	4
	2	Powers And Duties Of The Board Of Directors	5
	3	Number Of Directors	5
	4	Term Of Directors	5
	5	Election Of Directors - Annual Meeting	6
	6	Resignation Of Directors	6
	7	Removal Of Directors	6
	8	Election Of Directors - Interim Vacancies	6
	9	Fidelity Bonds	6
	10	Liability Of Directors And Officers	7
	11	Indemnity Of Directors And Officers	7
	12	Payment Of Directors	7

ARTICLE V	OFFICERS OF THE ASSOCIATION		8
Section	1	Designation	8
	2	Election Of Officers	8
	3	Term Of Office	8
	4	Removal Of Officers	8
	5	President	8
	6	Vice-President	8
	7	Secretary	9
	8	Treasurer	9
ARTICLE VI	COMMON EXPENSES: ASSESSMENTS		9
Section	1	Annual Budget	9
	2	Operating Fund	9
	3	Capital Improvement Account	9
	4	Special Assessments	10
	5	Fiscal Year	10
	6	Preparation Of Annual Budget	10
	7	Borrowing Money And Acquisition Of Property	10
	8	Default By Unit Owner	10
ARTICLE VII	DUTIES AND OBLIGATIONS OF UNIT OWNERS		11
Section	1	Maintenance And Repair Of Units	11
	2	Maintenance Of Limited Common Areas	11
	3	Limited Common Area Decorations	11
	4	Alteration, Construction Or Removal	11
	5	Written Approval	11
	6	Governing Documents	11
	7	Rules And Regulations	11
	8	Use Of Condominium	12
	9	Obstructions	12
	10	Increase Of Insurance Rates	12
	11	Signs	12
	12	Animals	12
	13	Noxious Activity	12
	14	Conflict	12
ARTICLE VIII	MISCELLANEOUS		13
Section	1	Leasing Of Units	13
	2	Insurance	13
	3	Record Of Ownership	13
	4	Mortgages	13
	5	Interpretation	13
	6	Amendments To By-Laws	13
	7	Subordination	13

BY-LAWS
OF
ROYAL ORLEANS CONDOMINIUMS
Revised 1998

INTRODUCTION

Pursuant to the Condominium Declaration of Conditions, Covenants, Restrictions and Easements for Royal Orleans Condominium, as amended (the "Declaration"), which created the Royal Orleans Condominium (the "Condominium"), and the Articles of Incorporation of the Royal Orleans Condominium, Inc. (the "Association"), the revised 1983 By-Laws were again revised and adopted on October 20, 1998, as the Revised By-Laws of the Association at a Special Meeting of the Association.

These By-Laws shall be deemed covenants running with the land and shall be binding on the Condominium owners, their heirs, administrators, executors, and assigns.

ARTICLE I

ASSOCIATION

Section 1. ADDRESS

The permanent address of the Association is 6614 North Bourbon Street, Milwaukee, Wisconsin 53224. However, daily communications shall be sent to the office of the Property Manager.

Section 2. PURPOSE

The Association is a Wisconsin corporation formed to serve as an association of Condominium owners who own real estate as improvements under the condominium form of use and ownership (hereinafter referred to as the "homeowners"), as provided in the Condominium Ownership Act under the laws of the State of Wisconsin (the "COA") and subject to the terms and conditions of the Declaration.

ARTICLE II

ASSOCIATION MEMBERSHIP AND VOTES

Section 1. MEMBERS

Members shall be all Condominium homeowners. Every homeowner upon acquiring title to a condominium, under the terms of the Declaration, shall automatically become a member of the Association and shall remain a member thereof until such time as that person's ownership of such unit ceases for any reason, at which time that person's membership in the Association shall automatically cease.

Section 2. MEMBER VOTES

a) Members shall have one vote for each Condominium owned.

b) Voting rights may not be split and shared membership interests must be voted pursuant to the terms of Article III, Section 7 hereof.

Section 3. ONE MEMBERSHIP PER CONDOMINIUM

A homeowner shall be entitled to one membership for each Condominium owned.

Section 4. MULTIPLE OWNERSHIP OF ONE CONDOMINIUM

If title to a Condominium is held by more than one person, the membership related to that Condominium shall be shared by such owners in the same proportionate interests and by the same type tenancy in which the title to the Condominium is held.

Section 5. TRANSFER OF MEMBERSHIP

a) Each membership shall be appurtenant to the Condominium upon which it is based and shall be transferred automatically upon conveyance of that Condominium. Membership in the Association may not be transferred except in connection with the transfer of a Condominium.

b) Upon transfer of a Condominium, the homeowner shall, within five (5) days of the date of the transfer, give written notice of such transfer to the property manager for the Condominium, including the name of the new owner, identification of the condominium transferred, the date of the transfer, and any other information about the transfer which the Association may deem pertinent.

Section 6. DUTIES OF OWNERS

The owner shall be responsible for all acts of any guests, tenants or tenant's guests.

ARTICLE III

MEETINGS

Section 1. NOTICE OF ANNUAL MEETINGS (Meetings of Members)

The annual meeting of the Association (the "Annual Meeting") will be held in October of each year. The time and place of all Association meetings shall be designated by the Board of Directors.

a) 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 homeowner entitled to vote, at the address last appearing on the books of the Association for the purpose of serving notices.

b) Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the specific purpose of the meeting.

c) Notice of a Special Meeting shall specify the place, day, hour and specific purpose of the meeting.

d) In lieu of such notice, waivers may be accepted from the homeowners.

Section 2. SPECIAL MEETINGS OF THE ASSOCIATION (Meetings of Members)

a) Special meetings of the members ("Special Meetings") must be held whenever called by the President, or when called by any two members of the Board of Directors.

b) Special Meetings must also be called by such officers upon receipt of a written request signed by at least twenty-six (26) voting members. Such special meetings must be held within thirty (30) days of the written request, and notice shall be given as required in Section 1 above.

Section 3. PRESIDING OFFICERS

a) The President of the Board of Directors will preside at all meetings of the Association. If the President is not present, the Vice-President will preside, then the Secretary and then the Treasurer.

b) The Secretary, or the Recording Secretary appointed by the Board of Directors, will keep the minutes.

c) The tellers for ballot or vote counting purposes will be done by the Secretary or appointed by the presiding officer.

Section 4. PROXY VOTES

Votes may be cast in person, by proxy or by telephone proxy. A proxy shall be valid only for the one particular members' meeting designated therein. The proxy must be filed, before the appointed time of the meeting, with the Secretary who will retain the proxy in Association files for a period of thirty (30) days. A telephone proxy must be followed by a written confirmation within fifteen (15) days of said meeting.

Section 5. QUORUM

a) A quorum for members' meetings shall consist of fifty-one percent (51%) of votes entitled to be cast.

b) If any meeting of members cannot be organized because a quorum is not present, the meeting will be adjourned from time to time until a quorum is present, either in person, by proxy or by telephone proxy. Notice of adjourned meetings must be given as in Section 1 of Article III above. At such meeting where a quorum shall be present or represented, any business may be transacted which might have been transacted at the meetings as originally notified and original proxies may be used.

Section 6. MAJORITY OF UNIT OWNERS

Unless otherwise provided in the chapter, and subject to provisions in the By-Laws requiring a different majority, decisions of the Association shall be made on a majority of votes of the homeowners present and entitled to vote, at which a quorum is present.

Section 7. VOTE BY MULTIPLE OWNERSHIP OF ONE CONDOMINIUM

The vote of the owners of a Condominium shall be cast by a person named in a certificate signed by all of the owners of the Condominium prior to the commencement of the Annual Meeting.

Section 8. RESTRICTION FROM VOTING DUE TO LIEN OR JUDGMENT

A homeowner is prohibited from voting at a meeting of the Association if the Association has recorded a statement of condominium lien, or attached a judgment, on the person's unit and the amount necessary to release the lien or judgment has not been paid at the time of the meeting and filed with the Association Secretary.

Section 9. REGULAR BOARD OF DIRECTORS MEETINGS

a) The Board of Directors will meet at least monthly on a scheduled day and date.

b) All regular meetings of the Board of Directors will be open to attendance, but participation by a homeowner is by parliamentary procedure.

Section 10. SPECIAL MEETINGS OF THE BOARD OF DIRECTORS

Special meetings of the Board of Directors may be called by the President, or by two directors, on three (3) days prior written notice to every director, given personally or by mail, which notice shall state the time, place and purpose of the meeting. Voting is prohibited until the next regular Board of Directors meeting.

Section 11. QUORUM OF DIRECTORS

a) A quorum shall be deemed present at the beginning of any meeting of the Board of Directors if five (5) of the nine (9) directors are present.

b) If there are less than nine (9) directors serving on the board, then the majority of the remaining directors shall be deemed a quorum.

c) If, at any meeting of the Board of Directors there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At such meeting where a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

Section 12. BOARD OF DIRECTORS VOTING

a) The acts of the majority of the directors present at a meeting at which a proper quorum is present shall be deemed the acts of the Board of Directors.

b) Proxies are NOT valid for Board of Directors meetings.

Section 13. EMERGENCY ACTION

If any emergency action requiring the approval of the Board of Directors is necessary, the President or acting President may put in writing the plan of action and upon having at least five (5) directors sign the document setting forth the plan of action and carry out the action. This document will then be presented at the next regular Board of Directors meeting, and entered into the Minutes and placed on file in the Association office.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. QUALIFICATIONS OF DIRECTORS
Each member of the Board of Directors shall be a member in good standing with the Association.

Responsibilities of a Board member include:

a) Attendance at monthly Board and Special meetings.

b) Voluntary participation in special projects and on committees.

c) Representation of respective Area's (hereinafter defined) concerns.

d) Enforcement of rules and regulations, bylaws and declarations.

Section 2. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

a) The affairs of the Association shall be governed by the Board of Directors. All powers and duties shall be exercised by the Board of Directors. Such powers and duties shall be exercised in accordance with the provisions of the COA Chapter 703, the Declaration, the Articles of Incorporation and these By-Laws.

b) The Board of Directors shall have the powers and duties as are necessary for the administration of the Condominium and may, among other duties, carry out the following on behalf of the Association:

1. Propose budgets for revenues, expenditures, reserves and assessments for common expenses;
2. Levy and collect Association-approved assessments;
3. Levy and collect Association approved fees and attendant late fees;
4. Impose and collect Board-approved fines and attendant late fees;
5. Employ and dismiss employees, agents and engage the services of a manager or managing agent;
6. Sue on behalf of all homeowners; and
7. Exercise any other power conferred by the Declaration, By-Laws or the COA.

c) Subject to any restrictions and limitations specified by the Declaration, the Board of Directors may, on behalf of the Association:

1. Make contracts and incur liabilities;
2. Cause additional improvements to be made as part of the common elements;
3. Acquire, hold, encumber and convey any right, title or interest in, or to, real property;
4. Grant easements through or over the common elements; and
5. Grant or withhold approval or any action by a unit owner or other person which would change the exterior appearance of the unit or of any portion of the Condominium.

Section 3. NUMBER OF DIRECTORS

The Board of Directors shall consist of nine (9) persons, each elected to a three (3) year term, classified with respect to the terms for which they are elected to hold office as set forth in Section 4 below.

Section 4. TERM OF DIRECTORS

a) There shall be three classes of directors as follows:

1. Class I Directors, one each from Areas A, B and C, respectively (as commonly referred to), whose terms expire in 1998 and in successive three (3) year intervals;

2. Class II Directors, one each from Areas A, B, and C, respectively (as commonly referred to), whose terms expire in 1999 and in successive three(3) year intervals; and
3. Class III Directors, one each from Areas A, B and C, respectively (as commonly referred to), whose terms expire in 2000 and in successive three (3) year intervals.

b) At the Annual Meeting of the Association each area will elect, and vote for, a director to succeed the director whose term is expiring, as prescribed in Section 5 below. The outgoing director's term shall expire at the adjournment of the Annual Meeting of the Association, and such newly-elected director will hold office upon the expiration of the term of the predecessor, for a term of three (3) years, or until said director resigns or shall have been removed in the manner hereinafter provided.

Section 5. ELECTION OF DIRECTORS - ANNUAL MEETING

Board members shall be elected by the homeowners at the Annual Meeting of the Association. Nominations to fill director vacancies will be taken from the floor at the Annual Meeting of the Association. Nominations will be accepted and voted by homeowners for their respective Areas (A, B and C). However, if no interested party from the respective area (A, B or C) can be found, then an acting Director may be nominated by a homeowner from another area (A, B or C). The nominee receiving the highest number of votes will fill the vacancy.

Section 6. RESIGNATION OF DIRECTORS

Written resignations shall be accepted by the President, who shall, within twenty-four (24) hours, notify all directors of the vacancy. If a director fails to attend two (2) consecutive meetings without prior board notification, this will be deemed as a resignation.

Section 7. REMOVAL OF DIRECTORS

Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association present from his/her respective area at an Annual Meeting of the Association or a Special Meeting of the Association with a quorum present. If the vote fails to remove the director, that director cannot be challenged for six (6) months. If such votes results in removal, the vacancy will be filled as set forth in Section 8 below.

Section 8. ELECTION OF DIRECTORS - INTERIM VACANCIES

Interim vacancies on the Board of Directors shall be filled by the vote of the majority of all remaining directors, even though they may constitute less than a quorum (refer to Article III, Sec 11-a), at the next regularly scheduled Board Meeting following the creation of the vacancy; and each person so elected shall serve as an acting Director until the next Annual Meeting of the Association, at which time a director shall be elected by the respective homeowners to serve the balance of the vacated term.

Nominations to fill such vacancies will be accepted by the Board from homeowners or a Board Member representing the respective area (A, B or C) from which the vacancy was created. However, if no interested party from the respective area (A, B or C) can be found, then an acting Director may be nominated by a homeowner from another area (A, B or C); and upon being duly elected, this acting Director shall serve for the balance of the vacated term.

Section 9. FIDELITY BONDS

The Board of Directors shall require that all officers and/or employees of the Association handling or responsible for Association funds shall furnish adequate bonds. The premiums on any such fidelity bonds shall be paid for by the Association.

Section 10. LIABILITY OF DIRECTORS AND OFFICERS

No officer or director shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken, if such person:

a) Exercised and used the same degree of care and skill as a prudent person would have exercised or used under the circumstances in the conduct of their own affairs; or

b) Took, or omitted to take, such action in reliance upon the advice of counsel for the Association or upon statements made, or information furnished, by officers or employees of the Association which they had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which they may be entitled as a matter of law.

Section 11. INDEMNITY OF DIRECTORS AND OFFICERS

Every person who is or was a director or officer of the Association shall (together with the heirs, executors, and administrators of such person) be indemnified by the Association against all losses, costs, damages and expenses (including reasonable attorneys' fees) asserted against, incurred by, or imposed upon said director/officer in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which said director/officer is made or threatened to be made a party by reason of being or having been such director or officer, except as to matters as to which said director/officer shall be finally adjudged in such action suit or proceeding to be liable for gross negligence, willful misconduct or criminal conduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of duty as such director/officer in relation to the matter involved. The Association, by its Board of Directors, may indemnify in like manner, or with any limitations, any employee or former employee of the Association with respect to any action taken or not taken in that capacity as such employee. The foregoing rights of indemnification shall be in addition to all rights to which officers, directors employees may be entitled as a matter of law.

All liability, losses, costs and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided however, that nothing contained in Section 10 of these By-Laws shall be deemed to obligate the Association to indemnify any member or owner of a Condominium unit who has been an employee, director or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by said owner under and by virtue of the Declaration, Wisconsin's Condominium Ownership Act, the Articles and By-Laws of the Association, as a member of the Association, or owner of a condominium unit.

Section 12. PAYMENT OF DIRECTORS

a) Payments to directors and officers for services rendered requires an affirmative vote of the majority of homeowners present, either in person or by proxy, at the Annual Meeting, at which a quorum is present.

b) Nothing in these By-Laws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the Condominium owners.

ARTICLE V

OFFICERS OF THE ASSOCIATION

Section 1. DESIGNATION

The principal officers of the Association shall be a President, Vice-President, Secretary and Treasurer.

Section 2. ELECTION OF OFFICERS

a) Officers will be elected by a majority vote of all of the Board of Directors at the beginning of the first Board meeting following the Annual Meeting.

b) No individual shall hold more than one office at a time.

Section 3. TERM OF OFFICE

Officers' terms of office will be one year, beginning immediately upon their election and terminating immediately upon the election of their successor.

Section 4. REMOVAL OF OFFICERS

Upon the affirmative vote of a majority of all of the Board of Directors, any officer may be removed, either with or without cause, and a successor shall be elected at the next Board meeting. Officer vacancies created for any reason will be filled by a majority vote of all the Board of Directors at the next Directors' meeting following the creation of the vacancy. This newly elected officer will complete the term of the vacated position.

Section 5. PRESIDENT

The President shall be elected by a majority of all of the Board of Directors and shall be the chief officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors, and shall have all the general powers and duties which are usually vested in the office of President including, but not limited to, the power to sign, together with any other officer(s) designated by the Board, any contracts, checks, drafts, or other instruments on behalf of the Association in accordance with the provisions herein. All emergency situations involving a monetary expenditure of up to, but not exceeding, the amount of Two Hundred Fifty Dollars ($250.00) per occurrence, must be authorized and signed by the President along with two (2) directors representing the other two (2) Areas. Expenditures in excess of $250.00 must be approved by the majority of all of the Board of Directors.

Section 6. VICE-PRESIDENT

The Vice-President shall be elected by a majority of all the of the Board of Directors, and shall take the place of the President and perform presidential duties and assume presidential powers whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the majority of all of the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed by the Board of Directors. The Vice-President shall have the authority to co-sign checks on behalf of the Association.

Section 7. SECRETARY

The Secretary shall be elected by a majority of all of the Board of Directors and shall take and reproduce minutes of all meetings of the Board of Directors and of the Association, unless such functions are performed by professional management company, and keep them on file at the legal address of the Association. The Secretary shall also have responsibility for the Association's records, count votes at Association meetings, and in general perform other duties incident to that office. All minutes and records are to be kept at the cabana office of the Royal Orleans Condominium and are to be available for perusal by any homeowner upon reasonable request to any Board member. The Secretary shall have the authority to co-sign checks on behalf of the Association.

Section 8. TREASURER

The Treasurer shall be elected by a majority of all of the Board of Directors and shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts for all receipts and disbursements and financial records and books of accounts belonging to the Association. The Treasurer shall be responsible for the deposit of all moneys and valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also be responsible for the billing and collection of all common charges and assessments made by the Association. Where professional management service performs any or all of the foregoing duties, the Treasurer shall be responsible to see that all these duties are carried out according to the contract. The Treasurer shall have the authority to co-sign checks on behalf of the Association.

ARTICLE VI

COMMON EXPENSES: ASSESSMENTS

Section 1. ANNUAL BUDGET

a) The Board of Directors shall prepare, in September of each year, a proposed annual budget for the following year, in order to determine the amount of the common charges payable by the members of the Association to meet the common expenses.

b) The budget shall provide for two (2) funds, one of which shall be designated the "Operating Fund", and the other the "Capital Improvement Account (Reserve Account)."

Section 2. OPERATING FUND

The Operating Fund shall be used for such common expenses as occur with greater than annual frequency, such as wages, material, insurance, services, supplies, etc.

Section 3. CAPITAL IMPROVEMENT ACCOUNT

a) The Capital Improvement Account shall be used for contingencies and replacement expenses. In the event that the Association incurs extraordinary expenditures not originally included in the annual estimate, then such sums as may be required shall be first charged against the Capital Improvement Account.

b) The Capital Improvement Account may include such amounts as the Board of Directors may deem necessary to provide for the purchase of any unit whose owner has elected to transfer a unit pursuant to the provisions of the Declarations.

Section 4. SPECIAL ASSESSMENTS

In the event that both the Operating Fund and the Capital Improvement Account prove inadequate to meet the necessary common expenses, the directors may levy a further assessment which shall be charged to each unit as set forth herein. This special assessment must be voted on at the Annual Meeting or at a Special Meeting of the Association with decision based on the affirmative vote of the majority of members present.

Section 5. FISCAL YEAR

The fiscal year shall begin on the first day of January after the October Annual Meeting, and end on the last day of December of each year.

Section 6. PREPARATION OF ANNUAL BUDGET

a) No later than ten (10) days prior to the September Board meeting, all Association members will be mailed written notice that at that meeting the new budget for the coming fiscal year will be prepared.

b) At the September Board of Directors meeting the Board will prepare the budget making such adjustments as appear to reflect the will of the people and/or the common good of all owners.

c) No later than 10 days before the Annual Meeting, a written and itemized copy of the proposed budget for the coming fiscal year and current year-to-date expenses shall be mailed to each member at their address of record.

d) At the Annual Meeting of the Association in October, the proposed budget as prepared by the Board will be discussed and voted on by the Association membership. If after three (3) hours of discussion the budget cannot be approved by a majority vote, the budget as originally prepared by the Board will become the budget in fact.

Section 7. BORROWING MONEY AND ACQUISITION OF PROPERTY

The Association may borrow money and acquire and dispose of real property by an affirmative vote of sixty-seven percent (67%) of the member votes entitled to be cast at any Annual Meeting, or any meeting called for such purpose.

Section 8. DEFAULT BY UNIT OWNER

If a member of the Association is in default in payment of any charges or assessments for a period of more than thirty (30) days, the Board of Directors, in the name of the Association, may bring suit for and on behalf of the Association as representative of all members to enforce collection of such delinquencies or to foreclose the lien, as provided by law, and there shall be added to the amount due the costs of suit, plus 18% annual interest compounded monthly, together with reasonable attorneys' fees.

ARTICLE VII

DUTIES AND OBLIGATIONS OF UNIT OWNERS

Section 1. MAINTENANCE AND REPAIR OF UNITS

Every homeowner must perform properly all maintenance and repair work within the owner's unit which if omitted would affect the project in its entirety or in a portion belonging to other owners, and such owner shall be personally liable to the Association for any damages caused by a failure to do so.

Section 2. MAINTENANCE OF LIMITED COMMON AREAS

Every homeowner must maintain the limited common areas appurtenant to that owner's unit in clean and proper condition.

Section 3. LIMITED COMMON AREA DECORATIONS

Every homeowner shall have the right to decorate and appoint the limited common area appurtenant to that owner's unit in a non-structural manner provided that decorations which are visible from the adjoining streets or other units shall have the prior written approval of the Board of Directors.

Section 4. ALTERATION, CONSTRUCTION OR REMOVAL

Nothing shall be altered or constructed in or removed from the common areas and facilities, except upon written consent of the Board of Directors.

Section 5. WRITTEN APPROVAL

In any of these paragraphs, the fact that the Board has placed on file in the Association office a policy statement pertaining to a request shall constitute written approval.

Section 6. GOVERNING DOCUMENTS

The units and the common areas and facilities and limited common areas (hereinafter in this section sometimes collectively referred to as "commons") shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these By-Laws, the Rules and Regulations, and policy statements of the Association.

Section 7. RULES AND REGULATIONS

The Board may from time to time adopt additional rules, regulations, and policy governing the operation, maintenance, beautification and use of the common areas and facilities, the limited common areas, and the units, not inconsistent with the terms of the Declaration or with the contracts, documents, declaration and easements referred to in the Declaration, and the Association's members shall conform to and abide by all such rules and regulations. A violation of any such rules or regulations shall constitute a violation of the Declaration.

Section 8. USE OF CONDOMINIUM

No homeowner shall occupy or use a unit or the limited common areas appurtenant thereto, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the homeowner/tenant, the homeowner's/tenant's family or guests.

Section 9. OBSTRUCTIONS

There shall be no obstruction of the common areas and facilities and nothing shall be stored therein without the prior consent of the Board of Directors.

Section 10. INCREASE OF INSURANCE RATES

Nothing shall be done or kept in any unit or in the commons which will increase the rate of insurance on the commons, without the prior consent of the Board of Directors. No unit owner shall permit anything to be done or kept in the owner's unit, or in the commons, which will result in the cancellation of insurance on any unit or any part of the commons, or which would be in violation of any law or ordinance. No waste will be permitted in the commons.

Section 11. SIGNS

No sign or advertisement of any kind shall be displayed to the public view on or from any unit or the commons without the prior consent of the Board of Directors.

Section 12. ANIMALS

No animals, livestock or poultry of any kind shall be raised, bred, or kept in any unit or in the commons, except that dogs, cats and other household pets as adopted by the Association may be kept in units, subject to Association Rules and Regulations, City and County ordinances and state statutes.

Section 13. NOXIOUS ACTIVITY

No noxious or offensive activity shall be carried on in any unit or in the commons, nor shall anything be done therein which may be or become an annoyance or nuisance to others.

Section 14. CONFLICT

These By-Laws are set forth to supplements and comply with the requirements of the COA and the Declaration. In case any of the terms and conditions of these By-Laws conflict with the provisions of the COA or the Declaration, the provisions of the COA or Declaration, as the case may be, shall control.

ARTICLE VIII

MISCELLANEOUS

Section 1. LEASING OF UNITS.

All units of the Condominium shall be owner occupied, unless purchased prior to January 1, 1994, in which case that unit may be rented.

Section 2. INSURANCE

Every unit owner shall maintain liability insurance covering the unit(s) and limited common area in the amount of at least $250,000.

Section 3. RECORD OF OWNERSHIP

Every unit owner shall promptly cause to be duly recorded or filed on record of deed, lease, assignment or other conveyance to said owner of such unit or other evidence of a title thereto and shall file such lease with and present such other evidence of title to the Board of Directors, and the Secretary shall maintain all such information in the record of ownership of the Association.

Section 4. MORTGAGES

Any homeowner who mortgages a unit or any interest therein, shall notify the Property Manager of the name and address of the mortgagee, and also of the release of such mortgage; and the Secretary shall maintain all such information in the record of ownership of the Association. The Property Manager, at the request of any mortgagee or prospective purchaser of any unit or interest therein, shall report to such person the amount of any assessments against such unit then due and unpaid.

Section 5. INTERPRETATION

In case any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect.

Section 6. AMENDMENTS TO BY-LAWS

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the members, at any Annual Meeting, or any meeting called for such purpose, by an affirmative vote of sixty-seven percent (67%) of all homeowners entitled to vote.

Section 7. SUBORDINATION

These By-Laws are subordinate and subject to all provisions of the Declaration and any amendments thereto, and the Condominium Ownership Act under the laws of the State of Wisconsin, which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meaning as in the Declaration or said Condominium Ownership Act.