



PLAN COMMISSION

April 26, 2022
6:00 P.M.

Common Council Chambers

8040 S. 6th St.
Oak Creek, WI 53154
(414) 766-7000

Daniel Bukiewicz - Chair
Dawn Carrillo
Chaucey Chandler
Donald Oldani
Chris Guzikowski
Ashley Kiepczynski
Gregory Loreck
Fred Siepert
Christine Hanna
Matt Sullivan - ex-officio
Kari Papelbon - ex-officio

The City's Vision

Oak Creek: A dynamic regional leader, connected to our community, driving the future of the south shore.

Find more information on agenda items at [oakcreek.zoninghub.com](https://www.oakcreekwi.org/zoninghub.com).

1. Call Meeting to Order
2. Roll Call
3. Approval of Minutes – March 22, 2022 and April 12, 2022
4. Significant Common Council Actions
5. Board of Housing and Zoning Appeals Actions – NONE
6. Quarterly Parks & Recreation Commission Actions – next report June 28, 2022
7. New Business
 - a. FINAL SUBDIVISION PLAT - Review a final subdivision plat submitted by Jessica Ganther, F Street Development Group, for the proposed Lakeshore Commons (Phase 1) subdivision located at 4005 E. Lake Vista Parkway (Tax Key No. 868-9005-000; 4th Aldermanic District).
ZoningHub: <https://s.zoninghub.com/T7BKTS308>; Twitter @OakCreekPC#OCPCLakeshore
 - b. CONDOMINIUM PLATS – Review a request submitted by Jessica Ganther, F Street Development Group, for the Lakeshore Commons Master Condominium plat and The Residences and Clubhouse at Lakeshore Commons Condominium plat for Phase 1 of the Lakeshore Commons Traditional Neighborhood Development Planned Unit Development on the property at 4005 E. Lake Vista Parkway (Tax Key No. 868-9005-000; 4th Aldermanic District).
ZoningHub: <https://s.zoninghub.com/83VV56HY5I>; Twitter @OakCreekPC#OCPCLakeshoreCondo
 - c. CONDITIONAL USE PERMIT AMENDMENT - Review a request submitted by Paul Johnson, Heritage Funeral Homes, for an amendment to the existing Conditional Use Permit to allow a funeral parlor with cremation services on the property at 7625 S. Howell Ave. (Tax Key No. 782-9031-000; 1st Aldermanic District).
ZoningHub: <https://s.zoninghub.com/SJFVH40ISE>; Twitter @OakCreekPC#OCPCHeritage

Announcements & Adjournment.

Dated this 21st day of April, 2022
Posted 4/21/2022 ad

Public Notice

Upon reasonable notice, a good faith effort will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aid at no cost to the individual to participate in public meetings. Due to the difficulty in finding interpreters, requests should be made as far in advance as possible, preferably a minimum of 48 hours. For additional information or to request this service, contact the Oak Creek City Clerk at 766-7000, by fax at 766-7976, or by writing to the ADA Coordinator at the Oak Creek Health Department, 8040 S. 6th Street, Oak Creek, Wisconsin 53154.

It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.

**MINUTES OF THE
OAK CREEK PLAN COMMISSION MEETING
TUESDAY, MARCH 22, 2022**

Mayor Bukiewicz called the meeting to order at 6:00 p.m. The following Commissioners were present at roll call: City Engineer Sullivan, Mayor Bukiewicz, Alderman Guzikowski, Commissioner Oldani, and Commissioner Siefert. Also present: Kari Papelbon, Senior Planner; Jack Kovnesky, Planning Intern. Commissioner Hanna, Commissioner Carrillo, Commissioner Kiepczynski, Alderman Loreck, and Commissioner Chandler are excused.

Minutes of the March 8, 2022 meeting

Commissioner Siefert moved to hold the minutes of the March 8, 2022, meeting. City Engineer Sullivan seconded. On roll call: all voted aye. Motion carried.

**CONDITIONS AND RESTRICTIONS
CENTRAL STATES TOWER V, LLC & CELLCO PARTNERSHIP DBA VERIZON WIRELESS
2509 W. DREXEL AVE.
TAX KEY NO. 810-9985-001**

Item has been held for the April 12, 2022 meeting, per the Applicant.

**CONDITIONS AND RESTRICTIONS
JANSSEN BRUCKNER LLC
641 AND 819R E. DREXEL AVE.
TAX KEY NOS. 814-9999-000 & 815-9995-002**

Senior Planner Papelbon provided an overview of a request to rezone and establish a Planned Unit Development on the properties at 641 and 819R E. Drexel Ave. (see staff report for details). Senior Planner Papelbon stated that there are two (2) additional single-family side-by-side condominium models that will be incorporated into the Conditions & Restrictions, reflecting a garage orientation with a side entrance.

Alderman Guzikowski and Commissioner Siefert stated their approval of the design and project.

The Alderman of this district was invited to speak. Alderman Kurkowski stated the comments he had received regarding the project were only related to potential flooding issues. Senior Planner Papelbon stated she had received feedback from a resident to the northeast of the proposed development, they are vehemently opposed to the project due to the presence of wetlands, floodplains, and potential increase of traffic for development and Drexel Ave. Mayor Bukiewicz then stated the engineering, flood, and water management will be reviewed by the Engineering Department.

Commissioner Oldani moved that the Plan Commission recommends that the Common Council adopts the Conditions and Restrictions as part of the Planned Unit Development submitted by Janssen Bruckner, LLC, for the properties at 641 & 819R E. Drexel Ave. after a public hearing.

Commissioner Siefert seconded. On roll call: all voted aye. Motion carried.

**CONDITIONAL USE PERMIT AMENDMENT
LEO'S PLAYLAND LLC DBA CENTRAL BARK OAK CREEK**

**1075 W. NORTHBRANCH DR.
TAX KEY NO. 735-9028-000**

Planning Intern Kovnesky provided an overview of a request for an amendment to the existing Conditional Use Permit to allow up to 80 dogs within the existing facility at any given time on the property at 1075 W. Northbranch Dr. (see staff report for details).

Commissioner Siepert asked the applicant if there is identified parking for clients dropping off their dog(s), as well as with needs for handicap access.

Jacob Dorst, 1075B W. Northbranch Dr., Oak Creek WI 53154, answered in the affirmative for both parking needs.

Mayor Bukiewicz stated his satisfaction with the consistency of this proposal with the amendments made to a similar proposal in 2018.

Senior Planner Papelbon then clarified the Conditions and Restrictions of the proposed CUP may be amended regarding the maximum number of dogs allowed onsite, lighting, parking, and the duration of the CUP.

Commissioner Oldani asked if the new motion could be read with eighty-five (85) dogs, instead of eighty (80). Planning Intern Kovnesky answered in the affirmative.

Commissioner Siepert moved that the Plan Commission recommends that the Common Council approve a Conditional Use Permit Amendment to allow a maximum of eighty-five (85) dogs onsite as part of the existing animal boarding kennel/dog day care facility with outdoor exercise area on the property at 1075 W. Northbranch Dr. after a public hearing and subject to conditions and restrictions.

Commissioner Oldani seconded. On roll call: all voted aye. Motion carried.

**PLAN REVIEW
THE GABLES APARTMENTS (BURKE PROPERTIES)
7730R S. HOWELL AVE.
TAX KEY NO. 781-9015-000**

Planning Intern Kovnesky provided an overview of site, building, and related plans for an accessory building on the property at 7730R S. Howell Ave. (see staff report for details).

Mayor Bukiewicz asked Senior Planner Papelbon for clarification on the three-quarter majority vote as the full Commission was not present. Senior Planner Papelbon stated that the vote can be taken by members present - the full Commission is not needed.

Discussion among the Commissioners ensued regarding whether HardiePlank or vinyl should be allowed on the proposed garage building. Mayor Bukiewicz stated his comfort with the HardiePlank siding.

Zoran Atlija, 622 N. Water Street Ste 200, Milwaukee WI 53202, stated the majority of the existing buildings already have vinyl siding. Mr. Atlija expressed the desire for all buildings to having matching exterior.

The Commission agreed vinyl would be acceptable.

Alderman Guzikowski moved that the Plan Commission approves the site and building plans submitted by The Gables Apartments, Burke Properties for the property at 7730R S. Howell Ave. with the following conditions:

1. That all relevant Code requirements remain in effect.
2. That the height of the building does not exceed 17 feet as measured from grade.
3. That the use of vinyl siding for exterior building materials is approved.
4. That all detailed, revised plans are submitted in digital format to the Department of Community Development prior to submission of permit applications.

Commissioner Siefert seconded. On roll call: all voted aye. Motion carried.

**PLAN REVIEW
AST/LEARNIT, DBA WISCONSIN EARLY AUTISM PROJECT
140 E. RAWSON AVE.
TAX KEY NO. 733-9991-001**

Senior Planner Papelbon provided an overview of site and related plans for a proposed fence on the property at 140 E. Rawson Ave. (see staff report for details).

Commissioner Siefert stated his acceptance of the proposal and Mayor Bukiewicz commended the applicants on the work being done at the property.

Commissioner Oldani moved that the Plan Commission approves site and related plans submitted by AST/LEARNIT, dba Wisconsin Early Autism Project, for the property at 140 E. Rawson Ave. with the following conditions:

1. That all relevant Code requirements remain in effect.
2. That all conditions of the existing Conditional Use Permit remain in effect.
3. That all revised plans are submitted in digital format for review and approval by the Department of Community Development prior to the submission of permit applications.

Commissioner Siefert seconded. On roll call: all voted aye. Motion carried.

**CONDITIONAL USE PERMIT AMENDMENT
UNLIMITED ATHLETIC CLUB, LLC
140 E. RAWSON AVE.
TAX KEY NOS. 733-9991-001**

Senior Planner Papelbon provided an overview of a request for a Conditional Use Permit Amendment to allow an indoor commercial recreation facility (fitness center) within the existing multitenant industrial building on the property at 140 E. Rawson Ave. (see staff report for details).

Mayor Bukiewicz suggested that the property owner(s) review the site and possibly change the zoning district to alleviate the number of CUPs that may be needed for future tenants. Senior Planner Papelbon agreed the most appropriate zoning assignment should be discussed with the property owner(s).

Senior Planner Papelbon then clarified the changes to the CUP currently in place for the property - that two (2) indoor recreation facilities are allowed and the hours of operation for Unlimited Athletic Club in Building B will be Monday-Sunday 7:00 AM – 8:00 PM.

Commissioner Siefert moved that the Plan Commission recommends that the Common Council approves a Conditional Use Permit Amendment for an indoor commercial recreation facility (fitness center) within a portion of the existing multitenant industrial building on the property at 140 E. Rawson Ave. after a public hearing and subject to conditions and restrictions.

Alderman Guzikowski seconded. On roll call: all voted aye. Motion carried.

MASTER LANDSCAPE REVIEW – LAKESHORE COMMONS

RINKA

4001 E. LAKE VISTA PKWY., 9300 S. 5TH AVE., 4200 E. LAKE VISTA BLVD.

TAX KEY NOS. 868-9005-000, 868-9994-002, 868-9006-000

Senior Planner Papelbon provided an overview of Phase 1 Master Landscape Plans for the Lakeshore Commons Traditional Neighborhood Development Planned Unit Development at 4001 E. Lake Vista Pkwy., 9300 S. 5th Ave., 4200 E. Lake Vista Blvd. (see staff report for details).

City Engineer Sullivan stated his appreciation of the issues and concerns regarding environmental protection being addressed. Mayor Bukiewicz complimented Staff and the applicant on their work to include all the green space and trees in the plan.

Alderman Guzikowski moved that the Plan Commission approves the proposed Lakeshore Commons Master Landscape Guide and Master Landscape Plan submitted by Katie Monachos, RINKA, for the properties at 4005 E. Lake Vista Pkwy., 9116 S. 5th Ave., 9300 S. 5th Ave. subject to the following conditions:

1. That the plans are amended to incorporate landscape areas for single family and multifamily villa housing types per the PUD.
2. That all revised plans are submitted in digital format for review and approval by the Department of Community Development prior to the submission of permit applications.

Commissioner Oldani seconded. On roll call: all voted aye. Motion carried.

PLAN REVIEW – LAKESHORE COMMONS CLUBHOUSE

RINKA

4005 E. LAKE VISTA PKWY.

TAX KEY NO. 868-9005-000

Senior Planner Papelbon provided an overview of site, building, and related plans for the Lakeshore Commons clubhouse, outdoor pool, and associated parking lot located at 4005 E. Lake Vista Parkway (see staff report for details).

Katie Monachos, RINKA, 756 N. Milwaukee St., Milwaukee, WI 53202, stated the thin brick material that has been proposed has no issues with maintenance or longevity of use, and requested a consideration to use the material. Senior Planner Papelbon asked the applicant for the dimensions of the proposed material. Another spokesperson for RINKA stated that the material is a thin veneer brick, 1- 1.5 inches thick, 2-2.5 inches tall, 12 inches long, and would go along almost all the elevations of the clubhouse.

Alderman Guzikowski asked what needed to be done since the proposed material does not meet the 4 – inch depth requirement needed to meet Condition 2 of the Conditions and Restrictions of the suggested motion. Senior Planner Papelbon stated that as the existing PUD does not allow for that material, Condition 2 could be eliminated from the proposed motion in favor of having Staff work with the applicant to find a resolution. Alderman Guzikowski then asked if the resolution would have to be brought to Plan Commission for approval. Senior Planner Papelbon stated that the Commission could choose to approve the resolution, or let Staff approve the resolution without having to come before the Commission again. She stressed that she could not make any assertions regarding the reviews that may be required, including an amendment to the PUD.

Commissioner Siefert and City Engineer Sullivan stated their approval for Staff to make the decision.

Ms. Monachos stated a reason for choosing the proposed material was to keep building costs low. Mayor Bukiewicz asked Senior Planner Papelbon if, once the material is allowed in the PUD, would all the resident housing brick be affected, or just the clubhouse. Senior Planner Papelbon answered that the request will have to be further investigated to find additional answers. Mayor Bukiewicz then agreed that Staff could approve the resolution as well. Senior Planner Papelbon concluded that the future resolution would not affect the approvals already in place for the other proposed buildings in this development.

Commissioner Siefert suggested the applicant expand the bicycle parking area to accommodate a possible high number of children using bicycles to get to the pool area.

Ms. Monachos stated that there is another bicycle storage located in another plan, but will reassess to ensure the need will be met.

Commissioner Oldani clarified with Senior Planner Papelbon the second condition of the proposed motion.

Commissioner Oldani moved that the Plan Commission approves the site and building plans submitted by Katie Monachos, RINKA, for the clubhouse and associated amenities on the property at 4005 E. Lake Vista Parkway with the following conditions:

1. That all relevant Code requirements and conditions of the Traditional Neighborhood Development Planned Unit Development (TND PUD) remain in effect.
2. That the exterior building materials meet the Code and PUD requirements.
3. That the landscaping plan is revised as necessary for compliance with PUD requirements and the Master Landscape Design Guide, and submitted for review before the Plan Commission prior to submission of building permit applications.
4. That all mechanical equipment, transformers, and utility boxes (ground, building, and rooftop) shall be screened from view.

5. That trash enclosure be constructed of masonry materials to match the building.
6. That all revised plans (site, building, landscaping, etc.) are submitted in digital format for review by the Department of Community Development prior to the submission of building permit applications.

Alderman Guzikowski seconded. On roll call: all voted aye. Motion carried.

Commissioner Siefert moved to adjourn the meeting. Alderman Guzikowski seconded. On roll call: all voted aye. Motion carried. The meeting was adjourned at 7:15 pm.

ATTEST:

Kari Papelbon, Plan Commission Secretary

4-8-22
Date

DRAFT

**MINUTES OF THE
OAK CREEK PLAN COMMISSION MEETING
TUESDAY, APRIL 12, 2022**

Mayor Bukiewicz called the meeting to order at 6:03 p.m. The following Commissioners were present at roll call: Commissioner Hanna, Commissioner Carrillo, Commissioner Kiepczynski, Alderman Loreck, Mayor Bukiewicz, Alderman Guzikowski, Commissioner Oldani, and Commissioner Chandler. Commissioner Siepert was excused. Also present: Kari Papelbon, Senior Planner; Laurie Miller, Zoning Administrator; and Mike Havey, Assistant Fire Chief.

Minutes of the March 8, 2022 meeting

Commissioner Oldani moved to approve the minutes of the March 8, 2022, meeting. Alderman Loreck seconded. On roll call: all voted aye. Motion carried.

Minutes of the March 22, 2022 meeting

Commissioner Oldani moved to approve the minutes of March 22, 2022. Alderman Guzikowski seconded. On roll call: Commissioner Carrillo, Alderman Loreck, Commissioner Chandler, and Commissioner Hanna abstained, all others voted aye. The minutes of March 22, 2022 will be held until there is a quorum.

**CONDITIONS AND RESTRICTIONS
CENTRAL STATES TOWER V, LLC & CELLCO PARTNERSHIP DBA VERIZON WIRELESS
2509 W. DREXEL AVE.
TAX KEY NO. 810-9985-001**

Senior Planner Papelbon provided an overview of the Conditions and Restrictions for a Conditional Use Permit request for a proposed wireless telecommunications pole and compound ("facility") on the property at 2509 W Drexel Avenue (see staff report for details).

Michael Long, lawyer for the applicants, 511 North Broadway, Milwaukee, stated that the applicants agreed with most sections; however, there were some concerns in Sections 3a and 3b. Section 3a states the uses of the property will be limited to B-4, Highway Business uses. The proposed tower will be fine with those uses; however, the applicant is a tenant on the property and wants to be sure the tower does not make the property non-compliant.

Senior Planner Papelbon clarified that the tower has nothing to do with the existing condition of the property. The Conditional Use is issued to the property even though the use being requested is something that requires this particular document and this particular review. Senior Planner Papelbon stated the cell tower is not making the property any more non-conforming.

Mr. Long explained that Section 3b states that there is to be no outdoor storage of vehicles or equipment; however, the property is being used by the owner for outdoor vehicle storage. The applicants wanted to be sure the Conditional Use Permit would not prevent the continued use by the property owner as a vehicle storage yard.

Senior Planner Papelbon explained that the Conditional Use Permit is for the telecommunications site, and the Plan Commission is not approving any other outdoor storage outside of the telecommunications site. Any outstanding violations or enforcements on the property are separate and apart from the wireless telecom facility.

Mayor Bukiewicz asked if the proposed Conditions and Restrictions are segregated from the main property. Senior Planner Papelbon reiterated that staff is not making any claims as to whether there are or are not violations on the property. Senior Planner Papelbon clarified that anything outside of the compound is not being approved with this Conditional Use.

Mr. Long asked to confirm that the Conditional Use is not a method to bring the entire property into compliance. Senior Planner Papelbon stated the property would need to comply with Code no matter what.

Commissioner Hanna asked Senior Planner Papelbon to clarify what is meant by the existing restriction on outdoor storage being grandfathered in. Senior Planner Papelbon reiterated that the staff is not making any claims as to whether there are or are not violations on the property right now. This Conditional Use Permit is only approving the telecom tower and the compound. Anything else on the property needs to comply with Code. If there is an existing violation on the property, then the City can still pursue it outside of the Conditional Use Permit.

Commissioner Kiepczynski reminded the applicants to apply for a green infrastructure permit as the impervious surface is greater than 5,000 square feet.

Commissioner Chandler referenced a previous meeting, and asked the applicant to review the items that will be located on the compound.

Mr. Long stated that he believes Commissioner Chandler is referring to the drop point for the electrical service, fiber service, and a bollard in the corner. The applicant will protect those items; however, on the proposed plans, they are placed outside the fence area, but within the easement area so the power and phone companies can access them. Senior Planner Papelbon stated that staff had no objections to the placement.

Commissioner Chandler asked Senior Planner Papelbon if the items placed outside the fence will be considered storage. Senior Planner Papelbon stated the items being discussed are considered utilities.

Assistant Fire Chief Havey stated the Fire Department has no concerns.

Commissioner Hanna moved that the Plan Commission recommends that the Common Council adopts the Conditions and Restrictions as part of the Conditional Use Permit for a wireless telecommunications pole and associated facility on the property at 2509 W. Drexel Ave. after a public hearing. Alderman Guzikowski seconded. On roll call: all voted aye. Motion carried.

**CERTIFIED SURVEY MAP
DECKER PROPERTIES, INC.
8100 & 8146 S. 27TH ST AND 8100 S. ORCHARD WAY
TAX KEY NOS. 810-9012-001, 810-9005-000, AND 810-9013-001**

Senior Planner Papelbon provided an overview of a Certified Survey Map request to combine and reconfigure the properties at 8100 & 8146 S. 27th St. and 8100 S. Orchard Way (see staff report for details).

Alderman Loreck asked if the wetland buffers were changed on the presented map. Senior Planner Papelbon explained that the wetland buffers were noted in the report because they are included in the presented Certified Survey Map (CSM).

Alderman Guzikowski moved that the Plan Commission recommends to the Common Council that the Certified Survey Map submitted by David Decker, Decker Properties, Inc., for the properties at 8100 & 8146 S. 27th St. and 8100 S. Orchard Way be approved with the following condition:

That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

Commissioner Oldani seconded. On roll call: all voted aye. Motion carried.

**CONDITIONAL USE PERMIT AMENDMENT
SUPERIOR AIR GROUND AMBULANCE SERVICE
140 E. RAWSON AVE.
TAX KEY NO. 733-9991-001**

Senior Planner Papelbon provided an overview of the Conditional Use Permit request for a proposed private emergency service facility within a portion of the existing multitenant industrial building on the property at 140 E. Rawson Ave. (see staff report for details).

Pete Schumacher, 305 E. Rawson Ave.:

"I think the business sounds fine, I'm not overly concerned with them moving into this area. The one concern I have, basically, we don't want sirens going off in the middle of the night and it sounds like their basic process doesn't call for that. Although the one concern is there is a reference to testing prior to every shift or at shift change. If that requires testing the sirens, which I would expect it would, doing that within the building doesn't bother me that much because it would contain the noise, if they are doing outside the building that would be a concern of mine, given the fact that shift change could be 7 in the morning or 11 at night. So, I guess I would ask that you would consider putting something in the Conditional Permit that restricts them from testing the sirens outside of the building and even if their process is that they wouldn't do that, ya know, processes change, ownership of businesses change, we would like to have that in there so we don't have to worry about that."

Mike Piechowski, 251 E. Rawson Ave.:

"Pete's my neighbor and he went over some of the concerns with the noise. One of the concerns I have again with rezoning these buildings is that this wasn't setup for, I should say a garage, storage area for vehicles. Do we know how many ambulances are going to be parked in that building? My concern is and it doesn't really affect me, but you do realize that there is a childcare center and an indoor playground in that facility. These ambulances have fuel in them, they have lithium batteries, they have oxygen, and if anything would ever happen as a fire would start, within these buildings, with these vehicles in there, depending how many are in there, I don't see you rezoning this operation and, in most cases, this type of operation has a stand alone building, they're not incorporated with, other, there's two other office buildings in there right now that have people in there, plus we're talking about testing the sirens and the horns and all this stuff, well what about the people that are in there right now, that definitely are going to hear this

too? My opinion is, this is a bad scenario to put this type of operation in this building, for those reasons I just stated. Thank you."

Assistant Fire Chief Havey explained that the Fire Department does not test the sirens inside the building to protect all of the employees' hearing. The Fire Department also does not test the sirens daily because the sirens work when out on calls, and the mechanics at [Oak Creek] DPW keep everything in working order. The Fire Department does not recommend the testing of sirens inside the building because the decibels would affect a lot of people. Assistant Fire Chief Havey also stated that the building is fully sprinkled, and the system must be maintained, have annual testing, and documentation that it can provide the automatic sprinkler systems for the hazards inside the building.

Mayor Bukiewicz asked the applicant how many ambulances will be serviced out of this facility.

Martha Augustine, 1015 Madison Avenue, Wauconda, Illinois, Superior Ambulance, stated there will be less than a dozen ambulances stored at this facility, with a realistic estimate of four (4) to six (6).

Mayor Bukiewicz inquired if the ambulances are rotated out. Ms. Augustine confirmed Superior utilizes System Status Management. If there are high call volumes in another area, the ambulances could be moved to another area.

Senior Planner Papelbon stated staff understood that the ambulances will be contained in the building, and asked where the other ambulances would be parked. Ms. Augustine stated no ambulances will be parked outside.

Senior Planner Papelbon stated that staff were provided with a floor plan showing two (2) bays, and inquired if six (6) ambulances would fit in two (2) bays. Ms. Augustine corrected the floor plan will be built for four (4).

Mayor Bukiewicz asked the applicant to describe how often sirens are tested, and for how long they are tested. Ms. Augustine stated the sirens are tested in the morning hours, and it takes about one (1) second. Ms. Augustine explained Superior can suspend that practice, if needed. Mayor Bukiewicz suggested finding a reasonable time to test the sirens when drafting the Conditions and Restrictions.

Commissioner Chandler asked the applicant to provide some clarification regarding the testing. Ms. Augustine stated it would be each vehicle at the start of shift, and shift change is generally in the morning.

Mayor Bukiewicz inquired if the shifts would be 24 hours. Ms. Augustine stated shifts will be a combination of 12-hour and 24-hour shifts.

Commissioner Chandler inquired if it is a possibility to have the testing done twice a day. Ms. Augustine stated it would only be done in the morning hours.

Commissioner Chandler asked to confirm that the parking would allow for a maximum of four (4) vehicles all parked on the inside. Ms. Augustine confirmed that is correct.

Alderman Loreck inquired if quiet hours could be put in place during certain times to prevent the use of sirens until the ambulances reach Howell Avenue. Ms. Augustine stated the applicants

are more than happy to do that. Superior could suspend the use of the sirens until they get out to the main street: Howell Avenue. The lights and sirens could be activated at the intersection of Howell Avenue.

Mayor Bukiewicz inquired if vehicles could go east on Rawson Avenue when exiting the driveway. It was stated that the vehicles would need to go west to Howell Avenue.

Commissioner Hanna asked who the other tenants in the building are. Senior Planner Papelbon stated there are tenants in both buildings; however, some of the tenants did not require Conditional Use Permits. Senior Planner Papelbon stated that she can only provide the names of tenants that are part of the Conditional Use Permits. AST Learn, The Early Autism Project, both of those have indoor and outdoor Conditional Use Permits. There was also a gym that was recently recommended for approval. There is a lab testing facility that will go into the northern portion of this building.

Commissioner Hanna asked if the other tenants were notified or consulted. Senior Planner Papelbon stated that the notices went out the property owner, and it is incumbent upon the property owner to provide the information to their tenants.

Mayor Bukiewicz stated that the boundary for siren engagement would need to be added to the Conditions and Restrictions. Senior Planner Papelbon stated staff would need to craft some language for Council consideration.

Commissioner Chandler asked about the time of testing of sirens. Senior Planner Papelbon stated that the testing would only be allowed outside of the quiet hours that will be established. Mayor Bukiewicz added that the applicant would be amenable to doing the testing off site.

Mike Piechowski, 251 E. Rawson Ave.:

"The other thing about that, they can cross the street on Rawson Avenue and go east towards South Milwaukee. So, part of that testing... There's only one entrance to that complex, but they can either go east or go west. So, Howell would be west and if they cross the street they can go towards South Milwaukee."

Senior Planner Papelbon referenced the site plan, and asked Commissioner Kiepczynski to confirm if traffic can use the center median to go east on Rawson Avenue. Commissioner Kiepczynski stated traffic would be able to go east or west.

Mike Piechowski, 251 E. Rawson Ave.:

"Correct, so they can cross Rawson Avenue from the driveway there and they can turn and go west towards Howell or they can cross the street and go east."

Mayor Bukiewicz stated the east boundary is what would need to be established. Senior Planner Papelbon explained the Conditional Use Permit has no jurisdiction over when sirens are going to be used. Staff tried to accommodate it by saying "only when medically necessary," but there is no policing the City can do to make them get to a certain point before turning the sirens on.

Mayor Bukiewicz asked Superior when the sirens are medically necessary, and what the laws are. Ms. Augustine stated lights and sirens would need to be engaged at the same time; however, their data shows it is a very small percentage of their calls that require lights and sirens. Ms.

Augustine stated lights and sirens are most commonly used when transporting a patient from one hospital to a higher-level hospital, and the sirens are not turned on until they are leaving the hospital.

Senior Planner Papelbon stated that she would be hard-pressed to find language that could be included to address the neighbor concerns and the ambulance requirements. Senior Planner Papelbon said she would be able to include language about quiet hours for the testing, and that sirens would only be used when medically necessary or required by law.

Assistant Fire Chief Havey explained that the ambulance dispatch center will determine if a call is emergent at the point of call based on State provisions through the Department of Health Services (DHS). Senior Planner Papelbon stated that she thinks the only thing the City would have jurisdiction over would be to include the language “when medically necessary or required by DHS” and quiet hours for the testing.

Mike Piechowski, 251 E. Rawson Ave.:

“Well, that’s the point I want to make here. Is that you’re changing zoning and again you’re letting an operation operate at the expense of us residents again. You just said that you can’t make them not turn their sirens on so there’s no way you’re going to tell them, they’re not going to turn them on or not. If they want to turn them and you’re changing the zoning to have that sort of operation across the street from us, and we’re going to have to deal with it because they don’t care. They’re not the ones that are going to get woken up in the middle night or whatever it may be.”

Mayor Bukiewicz explained that the City cannot restrict sirens from the Oak Creek Fire Department on public streets, and the same would go for this business. The City can restrict the sirens on private property, and the Plan Commission is making their best effort to do so.

Mike Piechowski, 251 E. Rawson Ave.:

“The point is here you have a choice, you can deny this and have that kind of operation across the street from us, where you’re not putting us in this situation, that’s the point.”

Mayor Bukiewicz asked Senior Planner Papelbon what can be done on the property in the restrictions. Senior Planner Papelbon explained that the restrictions can state that the sirens are used when medically necessary or as required by state law, and testing shall not occur outside of designated hours. Senior Planner Papelbon stated that the City cannot restrict sirens altogether.

Commissioner Chandler asked who is responsible for this Conditional Use Permit. Senior Planner Papelbon stated it would be both the property owner and the tenant. The Conditional Use is requesting something that Superior Ambulance would need to abide by; however, it is up to the property owner to make sure whatever is granted on their property is followed.

Commissioner Chandler asked the applicant if there were any discussions with the other tenants or the landowner about the concerns.

Jason Atkielski, 931 Hickory Hill Parkway, Hubertus, representative of St. John’s Properties, explained that there were some brief conversations. Mr. Atkielski also stated that Superior Ambulance is a tenant in another of their properties, and there have never been any complaints

regarding the testing of the sirens. The test is a very quick sound to make sure the sirens are working.

Commissioner Hanna asked if there was something in the noise ordinance to help setup restrictions. Senior Planner Papelbon stated that is not possible because the proposal is for emergency services.

Commissioner Hanna clarified she was suggesting to use the timing from the noise ordinance. Senior Planner Papelbon explained there is a decibel level restriction in the noise ordinance as well.

Commissioner Hanna asked if all the adjacent tenants could be notified of the public hearing so they could be involved in the discussion and hear the sound level.

Commissioner Carrillo encouraged the applicant to have all tenants involved in the discussion.

Commissioner Oldani asked if the sirens are automatically engaged for emergencies regardless of the amount of traffic around. Ms. Augustine stated if the lights and sirens are required for an emergent response, the ambulance must have the lights and sirens going. Ms. Augustine reiterated that very few of their response calls are emergent. Superior mainly performs inter-facility transports.

Alderman Loreck suggested the applicant develop some internal policies regarding the sirens even though the City cannot police the sirens. Ms. Augustine agreed and said Superior Ambulance has internal policies in place at other locations at the request of towns. Ms. Augustine stated Superior Ambulance just wants to provide medical support to the community, and will consider whatever is requested by the Plan Commission or staff.

Commissioner Hanna reiterated that she would like the applicant to coordinate with neighbors regarding the public hearing. Senior Planner Papelbon stated it would have to come from the landlord because staff does not have a full tenant listing. Senior Planner Papelbon asked the landowner or landowner representative to have a conversation with tenants about the proposed use.

Alderman Guzikowski moved that the Plan Commission recommends that the Common Council approves a Conditional Use Permit Amendment for a private emergency service facility within a portion of the existing multitenant industrial building on the property at 140 E. Rawson Ave. after a public hearing and subject to conditions and restrictions. Alderman Loreck seconded. On roll call: all voted aye. Motion carried.

**CONDITIONAL USE PERMIT AMENDMENT
PPG INDUSTRIES, INC. & SUNVEST SOLAR, LLC
10600 S. 13TH ST.
TAX KEY NO. 954-9996-006**

Senior Planner Papelbon provided an overview of the Conditional Use Permit request for a proposed solar farm on the property at 10600 S. 13th St. (see staff report for details).

Alderman Loreck asked if the panels are stationary, and if they produce glare for any nearby neighbors.

Bill French, SunVest, 330 W State St, Suite 1, Geneva, IL, explained that they will be using fixed panels that face south, and the residential neighborhood is about 570 feet to the north with an agricultural field in between.

Commissioner Chandler asked Assistant Fire Chief Havey if the Fire Department will need access to this area, and, if so, whether it is sufficient. Assistant Fire Chief Havey stated the Fire Department is familiar with the hazards of solar farms. Assistant Fire Chief Havey also stated the need to access the area is limited because it is not a structure. Assistant Fire Chief Havey also explained that PPG will be providing training to the Fire Department about the type of system that is being installed.

Mayor Bukiewicz asked the applicant if the solar farm will have a gravel base, and who will be responsible for maintaining it. Mr. French explained that underneath the panels there will be a low growing native grass that is maintained twice a year. Any noxious weeds will be treated on a spot treatment basis.

Alderman Guzikowski moved that the Plan Commission recommends (Note: motion included the phrase "that the Common Council") approves a Conditional Use Permit Amendment for a solar farm on the property at 10600 S. 13th St. after a public hearing and subject to conditions and restrictions. Alderman Loreck seconded. On roll call: all voted aye. Motion carried.

**TEMPORARY USE PERMIT
ENGELSMAN CONSTRUCTION, INC.
8989 S. HOWELL AVE.
TAX KEY NO. 859-9038-000**

Zoning Administrator Miller provided an overview of a request for a Temporary Use Permit for a fenced-in staging area for the temporary storage of three (3) 30-yard dumpsters, one (1) office trailer, and twenty (20) storage containers in the parking lot at 8989 S. Howell Avenue (see staff report for details).

Alderman Guzikowski moved that the Plan Commission approves the Temporary Use Permit for a fenced-in staging area in the parking lot at 8989 S. Howell Avenue with the following conditions:

1. That all relevant Code requirements remain in effect.
2. That all dumpsters, storage containers, and the office trailer shall be located within the approved fenced-in area.
3. There shall be no advertising on or adjacent to the staging area.
4. Fire hydrants shall remain readily accessible by the Fire Department with a minimum clearance of 10' around the appliance.
5. All shared drives serving adjacent properties shall remain unobstructed at all times.
6. The maximum height of the fence shall not exceed six (6) feet.
7. The staging area and all contents shall be removed by November 30, 2020.

Commissioner Oldani seconded. Senior Planner Papelbon clarified that the date should be November 30, 2022. Correction included in motion. On roll call: all voted aye. Motion carried.

**PLANNED UNIT DEVELOPMENT AMENDMENT
TARGET CORP.
8989 S. HOWELL AVE.
TAX KEY NOS. 859-9038-000**

Senior Planner Papelbon provided an overview of a request for a Planned Unit Development Amendment to allow an additional wall sign on the east elevation of the existing Target store (see staff report for details).

Alderman Loreck asked the applicant if the drive-up sign and order pickup sign are for the same service or two different services.

Sojung Kim, Kimley-Horn, 767 Eustis St., Ste. 100, St. Paul, MN, stated that the signs are for two different services.

Commissioner Oldani asked Senior Planner Papelbon when the applicant would come back for approval of the sign. Senior Planner Papelbon said the applicant would need to come back for the sign appeal process.

Alderman Guzikowski moved that the Plan Commission recommends that the Common Council approve the Planned Unit Development Amendment for the property at 8989 S. Howell Ave. after a public hearing and subject to conditions and restrictions. Commissioner Hanna seconded. On roll call: all voted aye. Motion carried.

**OFFICIAL MAP AMENDMENT
CR DEVCO, LLC**

2231 & 1933 W. PUETZ RD., 8843 S. 13TH ST., AND 8950 S. 20TH ST.

TAX KEY NOS. 856-9999-001, 857-9993-000, 857-9992-000, AND 857-9991-000

Senior Planner Papelbon provided an overview of the request by CR Devco, LLC to remove and reconfigure portions of the future street pattern on the Official Map affecting the properties at 2231 & 1933 W. Puetz Rd., 8843 S. 13th St., and 8950 S. 20th St. (and potentially 2411, 2345, 2321, & 2301 W. Puetz Rd.; 8810 & 8864 S. 27th St.; 2320 W. Grays Lane). (see staff report for details).

Commissioner Chandler asked what the impact of removing the future streets would be on the neighbors. Senior Planner Papelbon stated that in the proposed layout most of the official street pattern would be contained on the property that is owned by the developer. Senior Planner Papelbon provided an overview of the map and explained what is being removed, and stated that staff is recommending removing the additional street layout because the road patterns do not seem to serve a purpose in the current layout. Removing the mapped streets does not mean that future access in a different configuration to serve these properties would be eliminated.

Commissioner Chandler inquired if there was any feedback from the applicant regarding the suggestion from the Planning Department. Senior Planner Papelbon stated she has not received anything from the applicant.

Sean Kingston, 2480 W. Grays Lane:

“One thing, since I’ve lived there for 18 years, it never made sense why Grays Lane would ever be connected to Puetz because Grays Lane, if you guys have ever driven down it, is not a road that you want to encourage any additional traffic volume on. I’m 100% supportive on anything that would eliminate potential connection sources to our road. We walk down, it’s not sidewalked, it’s a very narrow road and we do walk our dogs down it and stuff like that. I’d highly encourage anything that takes away potential traffic volume from that road.”

Sean Utphall, 8864 S. 27th Street:

"My only question is, the road proposed to come through my property, is that just for future if I should decide to sell it or is this something that they're going to take away?"

Senior Planner Papelbon explained that it is a future road pattern and is not anything that the City is saying is going to be constructed. The Official Map is from the 1960s and has been amended over the years. There are a lot of future roads on the Official Map that do not correspond with how actual development has occurred in the area.

Alderman Guzikowski stated that he has not received any calls from residents regarding this proposal, and that he would be in favor of staff's recommendation.

Alderman Loreck referenced the map showing staff's recommendation, and inquired how the area would be accessed if it was developed. Senior Planner Papelbon stated that there is a 30-foot easement that would provide access to the west for a future private connection. Senior Planner Papelbon stated that any other properties that were affected by the future road pattern would then need to propose their own access when developed. This proposal will eliminate the official street pattern for public streets, but will not eliminate access.

Commissioner Carrillo asked what the blue streets on the map represent. Senior Planner Papelbon stated those are proposed to remain as future public roads.

Commissioner Hanna asked Senior Planner Papelbon to walk through the proposal. Senior Planner Papelbon provided an overview of the two proposals to eliminate the official street pattern for public streets to serve the area.

Commissioner Carrillo inquired why the proposals are keeping the portions shown in blue. Senior Planner Papelbon stated the blue portions would provide access to the developer for the proposed development.

Commissioner Carrillo asked if those portions would be public roads. Senior Planner Papelbon confirmed the blue portions would be public streets.

Commissioner Hanna asked why the remaining cul-de-sac on the southern portion, near Grays Lane, will be public right of way, but gated for emergencies. Senior Planner Papelbon stated there is a cul-de-sac there now that will be extended to provide the developer with a second point of emergency access that is required for the development.

Commissioner Hanna questioned if removing the streets from the [Official] street map would impact any utilities. Senior Planner Papelbon explained that the utilities are already in and somewhat follow the road patterns; however, the easements would provide access to what is already installed.

Commissioner Hanna inquired if the access elimination would impact how the parcels are serviced. Senior Planner Papelbon stated the utilities are only in to serve what is being proposed on the development.

Mayor Bukiewicz said future developments can figure out streets at the time of proposal, as long as there is access. Senior Planner Papelbon explained the easement shown on the Certified

Survey Map to provide access to the western portion could be a private road. This proposal is just removing the public street component.

Mayor Bukiewicz said he is in favor of staff's recommendation.

Sean Kingston, 2480 W. Grays Lane:

"The extension on 20th, how close will that be getting to Grays? Because right now that's very close so if that's extended, will that touch Grays or is it still going to be separate?"

Senior Planner Papelbon stated that they are still going to be separated. The intention is not to provide additional access from Grays Lane to 20th Street and vice versa.

Alderman Guzikowski moved that the Plan Commission recommends to the Common Council that the Official Planned [sic] Map for a portion of the mapped, unimproved future right-of-way affecting the properties at 2231 & 1933 W. Puetz Rd., 8843 S. 13th St., and 8950 S. 20th St. 2411, 2345, 2321, & 2301 W. Puetz Rd.; 8810 & 8864 S. 27th St.; 2320 W. Grays Lane be amended as presented after a public hearing. Alderman Loreck seconded. On roll call: all voted aye. Motion carried.

PLAN REVIEW

C.W PURPERO, INC.

7030 S. 13TH ST. AND 1190 W. RAWSON AVE.

TAX KEY NO. 735-9000-000 AND 735-9041-000

Senior Planner Papelbon provided an overview of site, landscaping, and related plans for a proposed parking lot (see staff report for details).

David Bachhuber, M Squared Engineering, N19W6719 Commerce Court, Cedarburg, WI, stated that he was available for questions.

Commissioner Oldani moved that the Plan Commission approves site and related plans submitted by Phil Purpero, C.W. Purpero, Inc., for the properties at 7030 S. 13th St. & 1190 W. Rawson Ave. with the following conditions:

1. That all relevant Code requirements remain in effect.
2. That the Certified Survey Map approved by the Common Council on February 14, 2022 (Resolution No. 12306-021422) is recorded prior to submission of permit applications.
3. That each of the proposed lots is rezoned into a single zoning district prior to submission of applications for development or redevelopment per Resolution No. 12306-021422.
4. That all light sources are shielded and directed downward, that the color temperature of the fixtures are limited to a maximum of 3,500 Kelvins, and that light sources adjacent to single-family residential areas are shielded on the side of the fixture adjacent to the residential area.
5. That the plans are revised to include locations and screening for any new mechanical equipment, transformers, utilities, and trash enclosures (if applicable).
6. That the landscape plans are revised to incorporate details of the proposed plantings at installation and maturity.
7. That all revised plans are submitted in digital format for review and approval by the Department of Community Development prior to the submission of permit applications.

Alderman Guzikowski seconded. On roll call: all voted aye. Motion carried.

**PLAN REVIEW
SIDETRACKED LLC.
823 W. OAKWOOD RD.
TAX KEY NOS. 954-9994-000**

Zoning Administrator Miller provided an overview of site and building plans for a building addition, proposed accessory structure (pavilion), expanded parking lot, and outdoor patio at the property located at 823 W. Oakwood Road.

Shawn Utphall, 823 W Oakwood Road, Oak Creek, WI, explained that he did not construct a pavilion, and there is no pavilion on the property. Mr. Utphall clarified that there is a tiki bar on the property, and that he did propose to put a fence along the south property line to keep the garbage cans from the view of the people to the south.

Zoning Administrator Miller asked to clarify if the Mr. Utphall is proposing a new fence or using the existing fence. Mr. Utphall stated he is proposing a new 6-foot-tall picket fence.

Mr. Utphall explained that his original proposal was for a 19-foot-tall pavilion to cover the tiki bar; however, if that is not possible, he can lower it to 17 feet.

Zoning Administrator Miller clarified that the existing tiki bar would need to be included with the plan review because permits were never pulled for it. Mr. Utphall stated there was some confusion on his part because the property is mixed-use, and does contain some residential he thought he did not need a permit due to the size of the tiki bar.

Commissioner Carrillo asked to clarify that the applicant is proposing a fence to screen the trash receptacles. The City requires a receptacle enclosure. Zoning Administrator Miller confirmed that is correct. Mr. Utphall said he would be able to construct an enclosed trash receptacle.

Commissioner Carrillo inquired if there were two residential properties on each side of the subject parcel in addition to the residential properties behind the subject property. Mr. Utphall confirmed there is a residential property to the west. Mr. Utphall also stated that he is in the process of buying the property to the east, which is a business mixed – use property.

Commissioner Carrillo inquired if that meant there would not need to be screening on the east and west sides. Mr. Utphall explained there is a line of trees on the west side, and that he proposed adding another picket fence along the patio to help keep the sound down.

Commissioner Carrillo asked what kind of sound there would be. Mr. Utphall stated it would be people on the patio.

Commissioner Carrillo questioned if there would be live music. Mr. Utphall explained that he had live music last year, but was told he could not have that. Mr. Utphall stated that would be an issue to discuss in the future because other nearby businesses have live music. Zoning Administrator Miller clarified that live music would need to go through Plan Commission as a temporary use.

Alderman Loreck asked if there was electrical to the pavilion and if it was lit. Mr. Utphall said there is electrical to the tiki bar for TVs; however, other than lights in the pavilion, that is all that is really needed.

Alderman Loreck inquired if there were speakers at this time. Mr. Utphall stated not at this time because he does not yet know what will be allowed.

Commissioner Chandler asked if there will be a tiki bar and a pavilion on site. Mr. Utphall said the tiki bar will be under the pavilion.

Commissioner Chandler asked to confirm that the pavilion is the area that needs to be 17 feet tall or less. Zoning Administrator Miller confirmed and stated building plans would need to be submitted for the tiki bar and the electrical work.

Commissioner Oldani moved that the Plan Commission approves the site and building plans submitted by Shawn Utphall, Sidetracked LLC, for the property at 823 W. Oakwood Road with the following conditions:

1. That all relevant Code requirements remain in effect.
2. That landscape plans be submitted to the Department of Community Development for review and approval to show adequate screening of the proposed fence, parking and patio areas.
3. All gravel areas must be paved to meet Code requirements.
4. That all mechanical equipment shall be screened from view.
5. That the plans are revised to include details for a required trash enclosure.
6. That the use of vinyl siding for exterior building materials is approved by a $\frac{3}{4}$ majority of the Plan Commission.
7. That the height of the pavilion shall not exceed 17 feet as measured from grade. The Applicant may submit a Board of Zoning Appeals application to seek a variance for the height of the pavilion within 30 days of this Plan Commission review.
8. That all detailed, revised plans are submitted in digital format to the Department of Community Development prior to submission of permit applications.
9. That a fence is to be installed on the rear of the property at a height of six feet tall.

Alderman Guzikowski seconded. On roll call: all voted aye. Motion carried.

Commissioner Carrillo moved to adjourn the meeting. Commissioner Hanna seconded. On roll call: all voted aye. Motion carried. The meeting was adjourned at 8:05 pm.

ATTEST:

Kari Papelbon, Plan Commission Secretary

4-21-22

Date

Summary of Significant Common Council Actions

April 19, 2022

- **APPROVED** – Ordinance No. 3035, a Conditional Use Permit Amendment to allow for an indoor recreation facility (fitness center) within a portion of the existing multitenant industrial building on the property at 140 E. Rawson Ave.
- **APPROVED** - Ordinance No. 3034, approving a Conditional Use Permit amendment to allow a maximum of 85 dogs onsite at any time for the existing animal boarding kennel/dog day care facility located at 1075 W. Northbranch Drive.
- **APPROVED** - Ordinance No. 3033, approving a rezone to Rd-1, Two-Family Residential (NO CHANGE to FW, Floodway or FF, Flood Fringe Districts) and to establish a Planned Unit Development on portions of the properties at 641 and 819R E. Drexel Ave.
- **APPROVED** - Resolution No. 12324-041922, approving a Certified Survey Map submitted by David Decker, Decker Properties, Inc., for the properties at 8100 and 8146 S. 27th St. and 8100 S. Orchard Way.



Kari Papelbon, CFM, AICP
Planner



PLAN COMMISSION REPORT

Proposal: Final Subdivision Plat – Lakeshore Commons (Phase 1)

Description: Review a final subdivision plat for Phase 1 of the Lakeshore Commons development.

Applicant(s): Jessica Ganther, F Street Development Group

Address(es): 4005 E. Lake Vista Parkway (4th Aldermanic District)

Suggested Motion: That the Plan Commission approves the Preliminary Subdivision Plat for Lakeshore Commons submitted by Jessica Ganther, F Street Development Group, for the property at 4005 E. Lake Vista Parkway with the following conditions:

1. That all relevant Code requirements and conditions of the Traditional Neighborhood Development Planned Unit Development (TND PUD) remain in effect.
2. That all conditions of approval from the January 11, 2022 Plan Commission review of the multitenant and townhouse buildings on the proposed Lot 8 remain in effect.
3. That all reviewing agency comments, if any, are incorporated as required.
4. That all revisions to the plat are submitted to the Department of Community Development prior to submission of permit applications.
5. That all required Development and Stormwater Agreements and Land Use Permits are coordinated with the Engineering Department.
6. That all water and sewer utility connections are coordinated with the Oak Creek Water & Sewer Utility.

Owner(s): F Street OCLV, LLC

Tax Key(s): 868-9005-000

Lot Size(s): See plat

Current Zoning District(s): Traditional Neighborhood Devel. (TND)

Overlay District(s): PUD Lakefront Overlay

Wetlands: Yes No Floodplain: Yes No

Comprehensive Mixed Use
Plan:

Background:

At the February 22, 2022 meeting, the Plan Commission approved the preliminary subdivision plat for Phase 1 of Lakeshore Commons. Infrastructure installation and construction are currently in progress onsite. The Applicant is now requesting approval of a Final Subdivision Plat for Phase 1 of Lakeshore Commons at 4005 E. Lake Vista Parkway. Included within this phase are Lots 1-9 for development, Outlots 1-4 for stormwater and public amenities, easements, wetlands, and dedications of several public streets. Several deviations from the requirements of Chapter 14 for subdivision plats are being requested per the submitted narrative and in accordance with Section 10 of the TND PUD. The condominium plats for Phase 1 are next on the agenda for Plan Commission review.

Plan Commissioners should be aware that Milwaukee County has requested a separate resolution be passed by the City of Oak Creek formally changing the name of what used to be Ryan Road to Lake Vista Boulevard. This resolution will be completed prior to or concurrent with recording the subdivision plat.

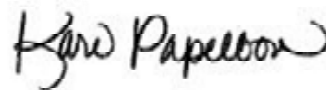
Options/Alternatives: The Plan Commission has the discretion to approve or disapprove of the Final Subdivision Plat. Disapproval would likely result in conflicts with approved development proposals, current onsite development work, and future phases.

Respectfully submitted:



Douglas Seymour, AICP
Director of Community Development

Prepared:



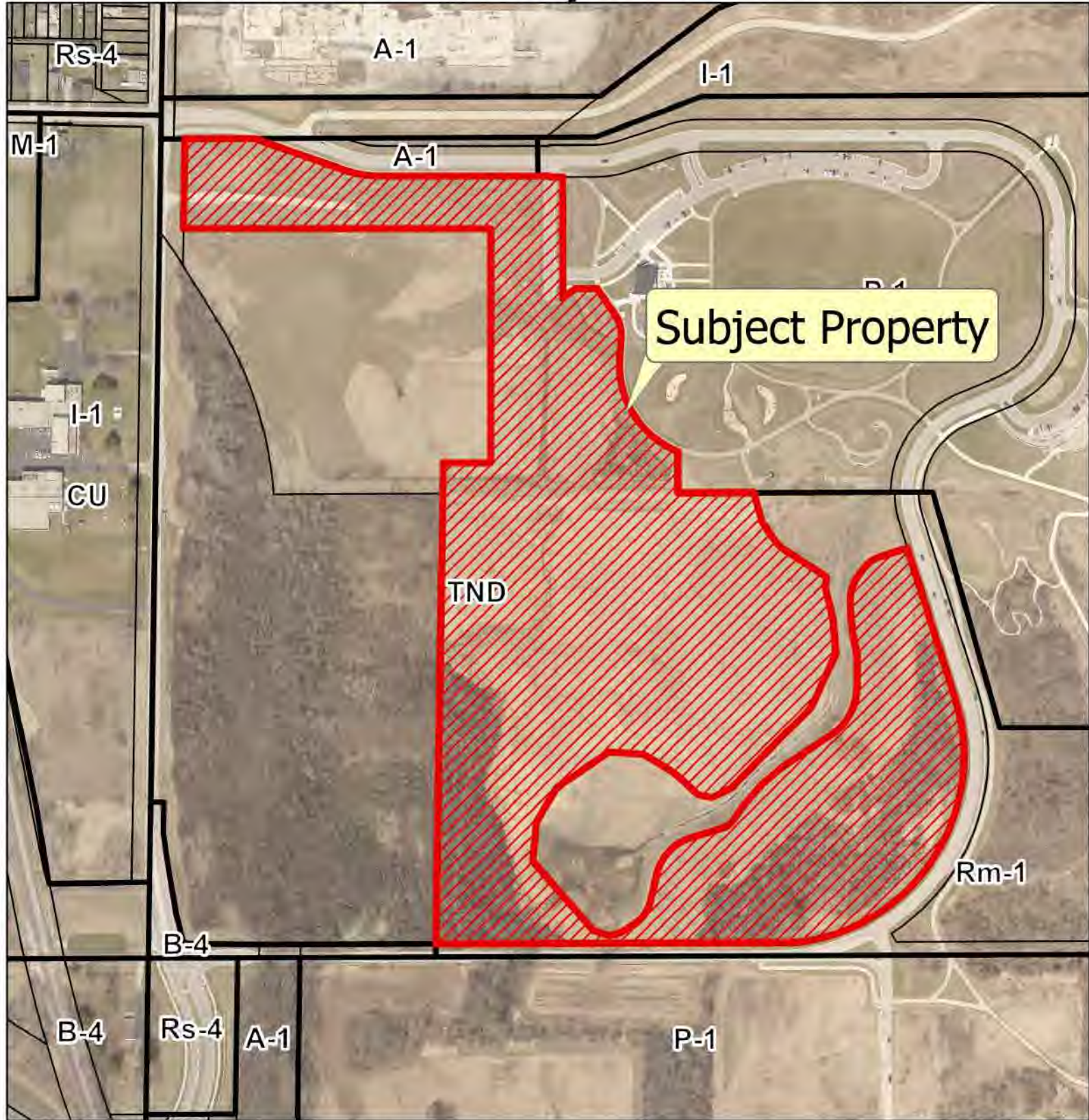
Kari Papelbon, CFM, AICP
Senior Planner

Attachments:

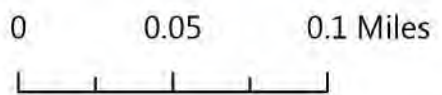
- Location Map
- Department of Administration Letter (2 pages)
- Requested Deviations (1 page)
- Sec. 14.81 (3 pages)
- TND PUD (12 pages, exhibits excluded)
- Final Subdivision Plat (8 pages)

Location Map

4005 E. Lake Vista Pkwy.



This map is not a survey of the actual boundary of the property this map depicts



Legend

- Zoning
- Official Street Map
- Floodway
- Flood Fringe
- Parcels
- 4005 E. Lake Vista Pkwy.



TONY EVERS
GOVERNOR
KATHY BLUMENFELD
SECRETARY
Plat Review
PO Box 1645, Madison WI 53701
E-mail: plat.review@wi.gov
<https://doa.wi.gov/platreview>

March 10, 2022

Erik Gustafson
KAPUR & ASSOCIATES (Appleton)
226 W Wisconsin Ave, Appleton WI 54911-4344
egustafson@kapurinc.com

FILE NO. 121295
LAKESHORE COMMONS
City of Oak Creek, Milwaukee County

Dear Erik Gustafson:

You have submitted the preliminary plat of LAKESHORE COMMONS for review. The Department of Administration does not object to this preliminary plat and certifies it as complying with the requirements of: s. 236.16, and s. 236.20 Wis. Stats.; the Milwaukee County Planning Agency.

DEPARTMENT OF ADMINISTRATION COMMENTS:

We have examined and find that, with the exceptions noted below, this preliminary plat appears to conform with the applicable layout requirements of ss. 236.16 and 236.20, Wis. Stats.

s. 236.16 (2) This section provides, in part, that no full street shall be less than 60' wide unless otherwise allowed by local ordinance. The right-of-way width of several streets are 52' wide. We are aware that City of Oak Creek ordinance allows for the street width as shown.

s. 236.20 (2) (c) On the final plat the boundaries of all easements that are not parallel with adjacent lot lines must be dimensioned by bearing and length and tied to a lot corner.

COUNTY PLANNING AGENCY:

The Milwaukee County Planning Agency is an objecting agency on this plat. On 02/24/2022 we transmitted copies to them for review. On 03/09/2022 we were notified that they do not object to this plat, with conditions to be met with the final plat.

Local government units, during their review of the plat, will resolve, when applicable, that the plat:

- complies with local ordinances;
- conforms with areawide water quality management plans, if sewerage;
- complies with Wisconsin shoreland management regulations;
- resolves possible problems with storm water runoff;
- fits the design to the topography;
- displays well designed lot and street layout;
- includes service or is serviceable by necessary utilities.

If there are any questions concerning this review or preparation and submittal of the final plat, please contact our office, using the information at the top.

Sincerely,

A handwritten signature in black ink that reads "Don Sime". The signature is written in a cursive, flowing style.

Don Sime, PLS
Plat Review
Email: plat.review@wi.gov

cc: Owner
Clerk, City of Oak Creek
Milwaukee County Planning Agency

PLAT RECEIVED FROM SURVEYOR ON 02/24/2022; REVIEWED ON 03/10/2022

Lakeshore Commons Development

Deviations from Chapter 14, Subdivisions

Sec.14.100, Improvements Required.

(a) General Requirement.

- (1) The City of Oak Creek hereby requires that the subdivider shall install all public improvements required by this Chapter prior to approval of the Final Plat. *The Developer has requested a waiver of this requirement.*

Sec. 14.81, Technical Requirements for Final Plats.

- (g) General Requirement. Surveying and Monumenting; All Final Plats shall meet all the surveying and monumenting requirements of Section 236.15, Wis. Stats. *As I discussed with Kari Papelbon earlier, we will place the subdivision monuments after the completion of the site grading and utility installation. Doing so prior to said construction could cause damage to the construction equipment as well as destroy or alter the monument locations.*

Sec. 14.112, Easements.

(c) Easement Locations.

- (1) Utility easements shall be at least twelve (12) feet wide, or wider where recommended by the City Engineer. *We worked with the City when establishing the width and location of the Municipal Utility Easements and those have been previously recorded. We are currently working with the utility companies in preparation of the Public Utility Easements, some of which are less than twelve feet wide due to the proximity of the project buildings and improvements. All Public Utility Easement location and widths will be reviewed by the utility companies for compatibility with the proposed utilities.*

- (12) A Draft of a Protective Covenant whereby the subdivider proposes to regulate land use in the subdivision and otherwise protect the proposed development.
- (13) High-Water Elevation of all ponds, streams, lakes, flowages and wetlands within the exterior boundaries of the plat or located within one hundred (100) feet therefrom.
- (14) Water Elevation and exact boundaries of all ponds, streams, lakes, flowages and wetlands within the exterior boundaries of the plat or located within one hundred (100) feet therefrom at the date of the survey.
- (15) Floodland and Shoreland Boundaries of the one hundred (100) year recurrence interval flood or, where such data is not available, the maximum flood of record within the exterior boundaries of the plat or within one hundred (100) feet therefrom.
- (16) Location and Results of Percolation Tests within the exterior boundaries of the plat conducted in accordance with Sec. H 85.06 of the Wisconsin Administrative Code where the subdivision will not be served by public sanitary sewer service, when allowed by the City.
- (17) Location, Width and Names of all proposed streets and public rights-of-way such as alleys and easements.
- (18) Approximate Dimensions of All Lots together with proposed lot, or lot and block, numbers. The area in square feet of each lot shall be provided.
- (19) Location and Approximate Dimensions of any sites to be reserved or dedicated for parks, playgrounds, drainageways or other public use or which are to be used for group housing, shopping centers, church sites or other nonpublic uses not requiring lotting.
- (20) Approximate Radii of all Curves.
- (21) Any Proposed Lake and Stream Access with a small drawing clearly indicating the location of the proposed subdivision in relation to access.
- (22) Any Proposed Lake and Stream improvement or relocation, and notice of application for approval by the Army Corps of Engineers or Department of Natural Resources, when applicable.
- (23) Soil Tests and Reports as may be required by the City Engineer for the design of roadways, storm drainage facilities, on-site sewage disposal systems, erosion control facilities, and/or other subdivision improvements and features.
- (24) Setbacks and Building Lines for each lot consistent with the pertinent requirements of the City Zoning Code.
- (25) Design Features.
 - a. Locations and widths of proposed alleys, pedestrian ways and utility easements.
 - b. Layout numbers and preliminary acreages and dimensions of lots and blocks.
 - c. Minimum front, rear, side, and street yard building setback lines.
 - d. Location and size of proposed sanitary sewer lines and water mains.
 - e. Gradients of proposed streets, sewer lines (and water mains, if required).
 - f. Areas, other than streets, alleys, pedestrian ways and utility easements, intended to be dedicated or reserved for public use, including the size of such area or areas in acres.
 - g. Location and description of survey monuments.
 - h. An identification system for the consecutive numbering of all blocks and lots within the subdivision.
 - i. Sites, if any, to be reserved for parks or other public uses.
 - j. Sites, if any, for multi-family dwellings, shopping centers, churches, industry or other non-public uses exclusive of single-family dwellings.
 - k. Provisions for surface water management including both minor and major system components, detention/retention facilities, including existing and post development one hundred (100) year flood elevations, etc.
 - l. Potential resubdivision and use of excessively deep [over two hundred (200) feet] or oversized lots must be indicated in a satisfactory manner.
 - m. Any wetlands, floodplains, or environmentally sensitive areas provided for by any local, state or federal law.
 - n. All easements as required by Section 14.111.
- (26) Where the Director of Community Development or City Engineer finds that it requires additional information relative to a particular problem presented by a proposed development in order to review the Preliminary Plat, it shall have the authority to request in writing such information from the subdivider.

SEC. 14.81 TECHNICAL REQUIREMENTS FOR FINAL PLATS.

- (a) **General.** A Final Plat prepared by a registered land surveyor shall be required for all subdivisions. It

shall comply in all respects with the requirements of Section 236.20, Wis. Stats., and this Chapter.

- (b) **Additional Information.** The Final Plat shall show correctly on its face, in addition to the information required by Section 236.20, Wis. Stats., the following:
- (1) Exact Length and Bearing of the center line of all streets.
 - (2) Exact Street Width along the line of any obliquely intersecting street.
 - (3) Exact Location and Description of street lighting and lighting utility easements.
 - (4) Railroad Rights-of-Way within and abutting the plat.
 - (5) All Lands Reserved for future public acquisition or roads of easements or reserved for the common use of property owners within the Plat.
 - (6) Special Restrictions required by the Common Council, upon the recommendation of the Plan Commission; such as, but not limited to, items relating to access control along public ways or to the provision of planting strips.
 - (7) Taxes. Certifications by attached information showing that all taxes, special assessments or other outstanding charges currently due on the property to be subdivided have been paid in full.
 - (8) Dimensions of Lot Lines shall be shown in feet and hundredths; no ditto marks shall be permitted. When lot lines are not at right angles to the street right-of-way line, the width of the lot shall be indicated in the narrowest portion of the buildable area in addition to the frontage of the lot at the street right-of-way line.
 - (9) A Numbered Identification System for all lots and blocks.
- (c) **Deed Restrictions.** Restrictive covenants and deed restrictions for the proposed subdivision shall be filed with the Final Plat.
- (d) **Property Owners Association.** The legal instruments creating a property owners association for the ownership and/or maintenance of common lands in the subdivision shall be filed with the Final Plat.
- (e) **Street Dedication.** Public rights-of-way for streets and other public areas shall be dedicated to the City with Final Plat approval. Such dedications shall require the owner's certificate and the mortgagee's certificate in substantially the same form as required by Sec. 236.21 (2)(a), Wis. Stats.
- (f) **Survey Accuracy.**
- (1) Examination. The Common Council and Plan Commission, or their designees, shall examine all Final Plats within the City of Oak Creek and may check for the accuracy and closure of the survey, the proper kind and location of monuments, and legibility and completeness of the drawing.
- (2) Maximum Error of Closure. Maximum error of closure before adjustment of the survey of the exterior boundaries of the subdivision shall not exceed, in horizontal distance or position, the ratio of one part in five thousand (1:5,000), nor in azimuth, four (4) seconds of arc per interior angle. If field measurements exceed this maximum, new field measurements shall be made until a satisfactory closure of the field measurements has been obtained; the survey of the exterior boundary shall be adjusted to form a closed geometric figure.
- (3) Street, Block and Lot Dimensions. All street, block and lot dimensions shall be computed as closed geometric figures based upon the control provided by the closed exterior boundary survey. If checks disclose an error for any interior line of the plat greater than the ratio of one part in three thousand (1:3,000), or an error in measured angle greater than one (1) minute of arc for any angle where the shorter side forming the angle is three hundred (300) feet or longer, necessary corrections shall be made. Where the shorter side of a measured angle is less than three hundred (300) feet in length, the error shall not exceed the value of one (1) minute multiplied by the quotient of three hundred (300) divided by the length of the shorter side; however, such error shall not in any case exceed five (5) minutes of arc.
- (4) Plat Location. Where the plat is located within a quarter section, the corners of which have been relocated, monumented and coordinated by the City, the tie required by Section 236.20(3)(b), Wis. Stats., may be expressed in terms of grid bearing and distance; and the material and Wisconsin state plane coordinates of the monument marking the relocated section or quarter corner to which the plat is tied shall be indicated on the plat. The grid bearing and distance of the tie shall be determined by a closed survey meeting the error of closure herein specified for the survey of the exterior boundaries of the subdivision.
- (g) **Surveying and Monumenting.** All Final Plats shall meet all the surveying and monumenting requirements of Section 236.15, Wis. Stats.
- (h) **State Plane Coordinate System.** Where the plat is located within a quarter section, the corners of which have been relocated, monumented and coordinated by the City, the tie required by Section 236.20(3)(b), Wis. Stats., may be expressed in terms of grid bearing and distance; and the material and Wisconsin state plane coordinates of the monument marking the relocated section or quarter corner to which the plat is tied shall be indicated on the plat. The grid bearing and distance of the tie shall be determined by a closed survey meeting the error of closure herein specified for the survey of the exterior boundaries of the subdivision.

minated by the City, the plat shall be tied directly to one of the section or quarter corners so relocated, monumented and coordinated. The exact grid bearing and distance of such tie shall be determined by field measurements, and the material and Wisconsin state plane coordinates of the monument marking the relocated section or quarter corner to which the plat is tied shall be indicated on the plat. All distances and bearings shall be referenced to the Wisconsin Coordinate System, South Zone, and adjusted to the City's control survey.

- (i) **Certificates.** All Final Plats shall provide all the certificates required by Section 236.21, Wis. Stats.; and in addition, the surveyor shall certify that he has fully complied with all the provisions of this Chapter.
- (j) **Notes:** All Final Plats shall contain such notes relevant to restrictions on the use of the lots created. One such note, if appropriate, shall be the following: "All or part of this subdivision is located in an area potentially subject to aircraft noise levels high enough to annoy users of the property and interfere with its unrestricted use. Contact the City Department of Community Development or the Milwaukee County Airport Director's office for information regarding the most recently calculated levels of current and forecast aircraft noise levels on the property".

SEC. 14.82 REQUIREMENTS FOR CERTIFIED SURVEY MAPS.

- (a) **Map Preparation.** A certified survey map prepared by a registered land surveyor shall be required for all land divisions not created by a subdivision plat. It shall comply in all respects with the applicable requirements of Sec. 236.20, Wis. Stats., and this Chapter.
- (b) **Required Improvements.** The provisions of Sections 14.100 to 14.115 shall be applicable to certified survey maps.
- (c) **Other Requirements.** All certified survey maps shall be subject to all other applicable provisions set forth in this Chapter for subdivision plats.
- (d) **Dedication of Streets and Granting of Easements.** As a condition of approving a certified survey map, the City may require the dedication of public streets as shown on the Official Map and the granting of easements for public utilities or public facilities.
- (e) **Maximum Number of Parcels Divisible by Certified Survey Map.** A maximum of eight (8) parcels or outlots may be divisible by certified survey map within properties that are zoned for commercial, industrial or mixed use development subject to the applicable provisions of this Chapter and Wisconsin Statutes.

Ordinance # 2734 A 9/17/14 Sec. 14.82(e)

**Lakeshore Commons –
Traditional Neighborhood Planned Unit Development (PUD)
General Development Plan and Conditions and Restrictions**

Applicant: F Street Development Group
Project: Lakeshore Commons Development
Property Address: 4200 E. Lake Vista Blvd., 9300 S. 5th Ave., and 4001 E. Lake Vista Pkwy
Tax Key Number: 868-9996-002, 868-9994-002, & 868-9993-001

**Approved by Plan Commission: 9-28-21
Approved by Common Council: 10-5-21
Ord #: 3018**

This planned unit development is being developed within the Traditional Neighborhood Development District zoning in accordance with Section 17.0327 of the Municipal Code and is subject to the following conditions of approval.

Lakeshore Commons is a development that envisions an active, walkable and inclusive community located along the shores of Lake Michigan. Rooted in progressive urban design principals and a vision for a more sustainable future, this document serves as a detailed roadmap for the development ensuring key factors are incorporated in its creation.

Lakeshore Commons is projected to have primarily residential, mixed-use, and community compatible uses. Residential will include a range of housing types from Single Family units, Townhomes, and Multi-Family buildings with mixed-use ground floors. Standalone Community Amenity buildings will also be incorporated into the Masterplan.

1. Required plans, documents, easements, agreements and public improvements

- a. A project narrative describing, at a minimum:
 - i. The mix of uses, housing types and densities within the PUD
 - ii. An overall statement regarding ownership structure and common area maintenance
 - iii. The substance of covenants, easements and other restrictions to be imposed on the use of the land including common open space, and buildings or structures.
 - iv. A schedule of development showing the approximate date for beginning and completion of each phase of the planned development.
 - v. An analysis setting forth the anticipated demand on City services
 - vi. A statement identifying each site development allowance requested from Municipal Code standards including how each allowance would be compatible with surrounding development, is in furtherance of the stated objectives of a Traditional Neighborhood Development and is necessary for proper development of the site.
- b. A general development plan (**Exhibit 1**) for the entire area to be regulated within the PUD shall be approved by the Common Council upon recommendation by the Plan Commission and shall include:
 - i. Lot, block and building locations with setbacks
 - ii. Square footage of buildings and number of units (multifamily)
 - iii. Public street locations including general cross-section and ROW width
 - iv. Private alleys and access drives (width and location)
 - v. Sidewalk and path-trail locations and connections
 - vi. Proposed public and private recreational amenities
 - vii. Parking layout and traffic circulation

- viii. Location
 - ix. Number of spaces
 - x. Dimensions
 - xi. Setbacks
- c. Location of utility infrastructure (existing and proposed)
- i. Sanitary sewer
 - ii. Water
 - iii. Storm sewer
 - iv. Detention/retention basins
 - v. Green infrastructure plans
 - vi. Location of wetlands (field verified)
 - vii. Location of regulated soil management areas
- d. Schematic drawings (**Exhibits 2.1 through 2.10**) illustrating the design and character of all building typologies. The drawings shall also include a schedule showing the unit sizes and number of bedrooms proposed within all multifamily structures of four or more units.
- e. A master landscape design guide for streetscapes and common areas within the PUD. This shall include minimum landscaping requirements for the single family and multifamily villa housing types with standards established for landscaped streets, trails, front, side and rear yards. No landscaping or disturbance will be permitted in such a location or manner as may be contrary to these conditions and restrictions, deed restrictions or established soil management plans.
- f. For each phase of development, detailed landscaping plans showing location, types and initial plant sizes of all evergreens, deciduous trees and shrubs, and other landscape features such as statuary, art forms, water fountains, retaining walls, etc., shall be submitted to the Plan Commission for approval prior to the issuance of a building permit. Said landscape plans shall be in conformance with the master landscape design guide approved for the PUD.
- g. A professional traffic study showing the proposed circulation pattern within and in the vicinity of the planned development, including the location and description of public improvements to be installed, and any streets and access easements.
- h. Precise detailed plans for each phase of the PUD shall be submitted to, and approved by, the Plan Commission prior to the issuance of any building or occupancy permits for that phase. These plans shall be in substantial conformance with the adopted General Development plan and shall include the following:
- i. Site Plan
 - ii. Architectural Plan
 - iii. Landscape Plan
 - iv. Lighting Plan
 - v. Grading Plan, Drainage and Stormwater Management Plan
 - vi. Master Sign Plan
 - vii. Fire Protection Plan
 - viii. Contingent parking plan for multifamily buildings
- i. All plans for new buildings or additions shall be submitted to the Plan Commission for their review and approval prior to the issuance of a building permit. This requirement shall not apply to single-family structures or two/three-unit multifamily villas.

- j. The Plan Commission shall approve architectural plans for all of the different models proposed for the single-family and two/three-unit multifamily villas. Plan Commission review of individual site and building plans is not required for the single-family and two/three-unit multifamily villas provided they substantially conform to the approved models and general development plan as depicted in **Exhibits 1 and Exhibits 2.1 through 2.7**.
- k. For any new buildings or structures and additions, site grading and drainage, stormwater management and erosion control plans shall be submitted to the City Engineer for approval, if required. The City Engineer's approval must be received prior to the issuance of any building permits.
- l. A Development Agreement shall be completed between the owner and the City so as to ensure the construction or installation of public or other improvements required in the adopted General Development Plan, detailed phase plans or as specified by these conditions and restrictions. Plans and specifications for any necessary public improvements within developed areas (e.g. sanitary sewer, water main, storm sewer, etc.) shall be subject to approval by the City Engineer.
- m. A qualified environmental professional ("QEP") hired by the City shall be responsible for reviewing compliance with the Barrier Management Plan ("BMP") and SMP under the COC".
- n. If required by the City of Oak Creek, public easements for telephone, electric power, sanitary sewer, storm sewer and water main shall be granted. Said easements shall be maintained free and clear of any buildings, structures, trees or accessory outdoor appurtenances. Shrubbery type plantings shall be permitted; provided there is access to each of the aforementioned systems and their appurtenances.
- o. If there are any future land divisions, a subdivision or condominium plat or certified survey map shall be prepared, submitted for approval and recorded. All future land divisions shall comply with the Deed Restriction and COC requirements imposed by the WDNR under the Voluntary Party Liability Program ("VPLE")".
- p. The City shall approve the condominium plat and deed restrictions within this planned unit development in accordance with Chapter 14.42 of the Municipal Code. The City has the right, but not the obligation to enforce those restrictions, particularly as they relate to existing environmental documentation and agreements.
- q. The Plan Commission shall approve the Declaration of Condominium and the Condominium ByLaws to ensure that there is compliance with the State of Wisconsin Department of Natural Resources ("DNR") Certificates of Completion ("COC") dated November 20, 2014, which require that in the Clean Cover Soil Area ("CCSA") for any condominium and residential development the land should be under common ownership where there is an oversight body responsible for enforcing compliance with the Barrier Management Plan ("BMP") and Soil Management Plan ("SMP") that are part of the Institutional Controls under the COC and are a requirement of the Deed Restrictions imposed by both E.E. DuPont de Nemours and Company and EPEC Polymers, Inc., both dated December 1, 2014.

2. Traditional Neighborhood Development Use and Design Standards

- a. Permitted Uses - In order to achieve the proximity necessary to make neighborhoods walkable, it is important to mix land uses. A traditional neighborhood development should consist of a mix of residential uses, a mixed-use area and open spaces. The

following uses are permitted within this Traditional Neighborhood PUD subject to Chapter 17.0327 of the Municipal Code, deed restrictions, the adopted General Development Plan and uses established for designated soil management areas:

- i. Single family detached (not permitted within Clean Cover Soil Area – CCSA)
 - ii. Two- and three-unit multifamily villas
 - iii. Multifamily Townhomes
 - iv. Multifamily buildings of four or more units
 - v. Neighborhood commercial uses up to 10,000 square feet in size, as further restricted by recorded deed restrictions, including:
 - Food services (grocery stores, butcher shops, bakeries and other specialty food stores without drive-through facilities), cafes, coffee shops, bars and taverns, microbreweries, neighborhood scale distilleries or wineries, tasting rooms, ice cream or candy shops.
 - Retail, excluding adult entertainment.
 - Services, including financial institutions (without drive-ups or drive-throughs), day care centers, veterinary services, self-service laundry, dry cleaners
 - vi. Home occupations, where not excluded by Municipal Code or deed restriction.
 - vii. Public and private recreational and open space uses.
- b. **Conditional Uses** - The following uses require conditional use permits within this Traditional Neighborhood PUD subject to Chapter 17.0327 of the Municipal Code, deed restrictions, the adopted General Development Plan and uses established for designated soil management areas:
- i. Permitted neighborhood commercial uses exceeding 10,000 square feet in size
 - ii. Lodging uses, including bed and breakfast, motels or hotels.
 - iii. Civic or institutional uses
- c. **Development Units and Density** – The maximum density and number of residential dwelling units and the amount of nonresidential development shall be determined in accordance with the adopted general development plan and Exhibit 3 - Lakeshore Commons Unit Types & Density Standards by Phase.
- i. The Director of Community Development is authorized to permit variations to the unit mix in any given development phase provided that the total number of units and density does not exceed the maximum for that phase as identified in Exhibit 3 - Lakeshore Commons Unit Types & Density Standards by Phase provided that no single-family homes shall be permitted in the CCSA.
- d. **Mixed-Use Areas** – Neighborhood Commercial uses, as defined by Section 17.0312 of the Municipal Code, or further restricted by recorded deed restrictions shall be permitted on ground floors of multifamily structures
- e. **Open Space and Neighborhood Amenities** – There shall be an interconnected network of public and private open space as depicted in Exhibit 3 – Open Space & Neighborhood Amenities. All amenities for a given phase must be constructed in accordance with approved Finance Development Agreement and Escrow agreement. Maintenance of private amenities and facilities shall be the responsibility of the property owner(s).
- f. **Stormwater Management** – The properties within the planned unit development shall be subject to a storm water management practices maintenance agreement with the

City. Areas designated for stormwater management green infrastructure shall be consistent with the adopted general development plan for this planned unit development.

- g. **Lot and Block Standards** – Although it is anticipated that development will take the form of a condominium plat without individual lots, the following standards apply to structures within this planned unit development as depicted in **Exhibit 1** & TND Table 17.0327(h)(3)(d).
- h. **Circulation and Parking Standards** – The circulation system shall allow for different modes of transportation. It shall provide functional and visual links between areas within the planned unit development and shall connect to existing or proposed external development. The circulation system shall provide adequate traffic capacity, and promote safe and efficient mobility for pedestrian and bicycles throughout the planned unit development. Roadway sections are depicted in **Exhibits 6.1, 6.2, and 6.3**.
 - i. **Pedestrian Circulation** – Pedestrian circulation should minimize pedestrian-vehicle conflicts.
 - Sidewalks shall connect all dwelling entrances and entrances to commercial or mixed-use buildings to the adjacent public sidewalk.
 - Sidewalks shall comply with applicable requirements of the Americans with Disabilities Act.
 - Crosswalks shall be clearly marked with contrasting paving materials or striping and may include other traffic calming measures.
 - ii. **Bicycle Circulation** – Bicycle circulation shall be accommodated on collector streets and/or multiuse paths. Facilities for bicycle travel may include off-street bicycle paths (generally shared with pedestrians and other non-motorized users) and separate, striped, 4-foot bicycle lanes on streets. If a bicycle lane is combined with a lane for parking, the combined width shall be a minimum of 13.5 feet. Bicycle parking shall be provided for all multifamily buildings as well as the private community building and recreation space.
 - iii. **Motor Vehicle Circulation** – Motor vehicle circulation shall be designed to minimize conflicts with pedestrians and bicycles. Traffic calming measures are encouraged to slow traffic speeds.
- i. **Street Hierarchy** – The design intent of the street hierarchy and cross section design within the traditional neighborhood development is illustrated in **Exhibits 6.1, 6.2, and 6.3**. Motor Vehicle Circulation and Road Cross Sections, and shall be classified as follows:
 - i. **Collector (public)** – Collector streets provide regional access to neighborhood as part of the City’s major street network. Individual driveways are not permitted to directly access collector streets. South 5th Avenue and East Lake Vista Boulevard are designated as collector streets within this planned unit development.
 - ii. **Subcollector (public)** – Subcollector streets provide primary access to residential, commercial and mixed-use areas of the planned unit development. Only consolidated and shared driveways for multifamily and mixed-use parking facilities may directly access subcollector streets. Additional parking is provided within buildings or lots to the side or rear of buildings. Road 1 is designated a subcollector street.
 - iii. **Local Street (public)** – Local streets provide primary access to individual

properties (although vehicular access to off-street parking is limited to alleys). Roads 2, 3, 4, 5, 6, 8, and 9 are designated as public local streets.

- iv. **Local Street (private)** – Road 7, 10 are designated as private local streets.
- v. **Alley (private)** – These streets provide access to residential properties where the streets are designed with a narrow width to provide limited on-street parking. Alleys may also provide delivery access or access to alternate parking for commercial or mixed-use properties.

j. **Parking and Driveway Requirements**

- i. Minimum off-street parking requirements for this project shall be provided at the rate of:
 - Single-family, multifamily villas, and multifamily townhomes two (2) attached spaces per dwelling unit.
 - Multiple family buildings of more than four units shall provide a minimum of 1.4 dedicated parking spaces per dwelling unit. Design intent to include as many stalls as possible provided within an enclosed or attached garage within a reasonable vicinity of the dwelling unit.
 - A contingent parking plan shall be provided as part of the precise detailed site plans required by Section 1h illustrating those areas on the site set aside for additional parking should actual parking demands exceed the minimum parking requirements established by these conditions and restrictions.
- ii. Where 90° parking is indicated on the site plans, individual-parking stalls shall be nine (9) feet in width by eighteen (18) feet in length. The standards for other types of angle parking shall be those as set forth in Section 17.0403(d) of the Municipal Code.
- iii. Movement aisles for 90° parking shall be at least twenty-two (22) feet in width.
- iv. All off-street parking areas shall be surfaced with an all-weather wearing surface of plant mix asphaltic concrete over crushed stone base subject to approval by the City Engineer. A proposal to use other materials shall be submitted to the Plan Commission and the Engineering Department for approval.
- v. Surface parking lots or garages for multifamily structures of four or more units shall provide bicycle parking areas in conformance with NACTO standards.
- vi. Other parking arrangements, showing traffic circulation and dimensions, shall be submitted to the Plan Commission for approval.
- vii. All driveway approaches to this property shall comply with the standards set forth in Chapter 23 of the Oak Creek Municipal Code. Any off-site improvements shall be the responsibility of the property owner.
- viii. All off-street parking areas shall be landscaped in accordance with Sections 17.0403(g) & (h) of the Municipal Code, the adopted Master Landscape Design Guide and these conditions and restrictions.
 - **Landscape Area.** All public off-street parking lots which serve five (5) vehicles or more shall be provided with accessory landscaped areas; which may be landscape islands, landscape peninsulas or peripheral plantings totaling not

less than five (5) percent of the surfaced area. For parking lots designed for twenty-five (25) parking spaces or more, at least one-half of the minimum five-(5) percent landscaped area shall be within the parking lot.

- **Parking Lot Screening.** Those parking areas for five (5) or more vehicles if adjoining a public right-of-way shall be screened from casual view by an earth berm, a solid wall, fence, evergreen planting of equivalent visual density or other effective means approved by the City Plan Commission. Such fence or berm and landscaping together shall be an average of three (3) feet in height between the parking and the street right-of-way and six (6) feet in height between the parking and any adjacent residential property line. All screening materials shall be placed and maintained at a minimum height of three (3) feet.

k. **Single Family and Attached Multifamily Villa Fencing Requirements**

- i. Private fenced rear yards are optional within the development at single family and attached multifamily villas. Fencing is allowed at backyard and side yard conditions only. Fencing shall be a minimum of three (3) feet from the rear yard alley line and should extend no more than fifty (55) feet from the alley line. Any deviations that arise shall be brought to the Plan Review Department - staff level, for consideration. Fencing shall be held tight to the demising site lines. Fence materials shall meet the TND requirements.

3. **Architectural Standards**

- a. **Materials:** Materiality is a critical component within the architecture of Lakeshore Commons. The following guidelines describe levels of quality and general locations of building materials. The Exterior materials, and their colors, shall be complementary to each other for a cohesive and refined aesthetic. The use of high quality and durable building materials shall be used on all facades. The use of sustainable building materials is strongly encouraged. Materials examples are illustrated in **Exhibits 7.1 and 7.2.**

- i. **Single Family Homes, Multifamily Villas, and Townhomes (Exhibit 7.1)** - Examples of high-quality materials shall include:

Stone, Brick, Burnished Block, Commercial grade architectural metal panel, Wood, Fiber cement plank or panel, Stucco, Photovoltaic systems, engineered wood systems, Phenolic cladding system, Composite Siding System, Wood look aluminum metal plank system.

- ii. **Multi Family Buildings and Clubhouse (Exhibit 7.2)** - Examples of high-quality materials shall include:

Stone, Brick, Burnished Block, Commercial grade architectural metal panel, Wood, Fiber cement plank or panel, Stucco, Photovoltaic systems, engineered wood systems, Phenolic cladding system, Corrugated metal paneling, Wood look aluminum metal plank system.

- iii. **Locations of High-Quality materials:** High quality materials shall take precedence on facades that face main roadways or any other frontages that will be in direct contact with the public realm.

- iv. **Accent Materials:** Accent materials are defined as high quality materials that shall not make up the primary composition of a façade. They selectively highlight architectural features and are intended to harmonize within the overall design

expression.

Examples of recommended Accent materials include:

- Exposed concrete (variety of colors and textures are acceptable)
- Fritted glazing (variety of patterns are acceptable)
- Translucent Materials (variety of styles are acceptable)
- Corrugated Metal Panel
- Metal and/or vinyl trim and fascia

- v. **Material examples** – Example images of acceptable materials are depicted on **Exhibits 7.1 and 7.2** Material examples and requirements stated above shall apply to all proposed building typologies within Lakeshore Commons.
- b. **Building Façade Composition** - Buildings at Lakeshore Commons are intended to harmonize with each other and create a uniform and understandable design identity without limiting building style and expression. The community experience is enhanced with visually interesting building facades. All building typologies and facades shall demonstrate a timeless design aesthetic.
- c. **Scale:** A building's composition shall include a hierarchy and variety of elements such as entries, windows, roof elements, structural bays, etc., all of which create neighborhood identity. These elements shall work in harmony with building height and massing emphasizing character and pedestrian comfort.
- d. **Height:** In order to achieve a dense urban character, building heights within Lakeshore Commons shall be maximized following their building. Proposed buildings shall follow the guidelines set forth in the Traditional Neighborhood Development document.
- e. **Depth:** Buildings shall utilize techniques to avoid flat façade treatments. Visually capturing layering and depth includes intentional design and material approaches with windows, roof extensions, and various other façade expressions.
- f. **Glass:** Glazing is an important component in a building's design. Appropriate glazing amounts enhance interior living conditions with natural daylight, outside views, and better air flow depending on window types. All of these components contribute to the health and wellness of all residents. Glazing along pedestrian corridors at the ground level shall be maximized here to promote retail engagement and street edge activation while also providing safety, allowing unobstructed views into and out of buildings.
- i. Tinted glazing and Spandrel glazing should be minimized to small areas on the facades and used primarily as back of house façade treatments at service locations.
 - ii. All building typologies noted below shall meet glazing amount guidelines as stated in the Traditional Neighborhood Development document.
 - iii. **Single Family structure and multifamily two- and three-unit villas glazing guidelines:** Glazing locations, amounts, sizes, and window specifications shall promote the health and wellness of the residents as much as possible.
 - iv. **Multifamily structure of four or more units glazing guidelines:** Ground floor glazing amounts shall serve to activate the street front as much as possible.
 - v. **Commercial & Amenity Building Glazing Guidelines:** Commercial glazing

design should be maximized at the ground level to encourage street activation and shall incorporate adequate visibility into the tenant spaces.

4. Landscaping Standards

- a. For each phase of development, detailed landscaping plans showing location, types and initial plant sizes of all evergreens, deciduous trees and shrubs, and other landscape features such as statuary, art forms, water fountains, retaining walls, etc., shall be submitted to the Plan Commission for approval prior to the issuance of a building permit. Said landscape plans shall be in conformance with the overall master site landscape plan approved for the PUD (refer to Overall Master Site Plan).

5. Lighting Standards

- a. All plans for new outdoor lighting shall be reviewed and approved by the Plan Commission or their designee and shall conform with the standards in Section 17.0808 of the Municipal Code.

6. Signs

- a. A master sign plan shall be submitted for review and approval by the Plan Commission and shall include requirements for lettering, base materials, form, landscaping and lighting. Signage, provided that it is in accordance with the approved master sign plan, shall not require additional Plan Commission approval. Refer to **Exhibit 8** Development Signage for additional information. The plan shall include signage requirements for –
 - i. Wayfinding – Not shown in exhibit. To be individual wayfinding markers, one overall at central amenity space, one at each amenity station. Design intent to match development signage- design, color, and material. Sizing to be fifty-four (54) inches tall by twelve (12) inches wide.
 - ii. Development signage
 - iii. Multifamily buildings of four or more units and mixed-use buildings
 - iv. Clubhouse and amenity spaces

7. Maintenance and Operation

- a. Areas for snow storage on private property shall be provided outside of public rights of way as depicted in **Exhibit 9**. Removal of snow from roads (private), alleys, off-street parking areas, sidewalks and access drives shall be the responsibility of the owners.
- b. The number, size, location and screening of appropriate solid waste collection units shall be subject to approval of the Plan Commission as part of the required site plan(s). Garbage and recycling containers may not be stored outside unless screened. Solid waste collection and recycling shall be the responsibility of the owners.
- c. The maintenance of stormwater management and green infrastructure facilities is the responsibility of the property owner unless otherwise agreed to and documented by the City.

8. Time of compliance

The operator of the PUD use shall begin installing or constructing the public infrastructure and amenities for Phase 1 as required in these conditions and restrictions for the PUD within twelve (12) months from the date of adoption of the ordinance authorizing the planned unit development. Phase 1 public infrastructure and amenities must be completed, and building permits issued for initial structures therein within forty-eight (48) months from the date of adoption of the ordinance. The time of compliance for future phases shall be as prescribed in the Purchase and Sale Agreement and/or Finance Development Agreement.

In the event that the time of compliance provisions are not complied with, the applicant shall re-apply for a PUD approval, prior to recommencing work or construction.

9. Other regulations

- a. All new electric, telephone and cable TV service wires or cable shall be installed underground within the boundaries of this property.
- b. Compliance with all other applicable City, State and Federal regulations not heretofore stated or referenced, is mandatory.
- c. Impact fees shall apply to all development within this planned unit development in accordance with Section 3.40 of the Municipal Code.
- d. The development shall fully comply with all conditions of the COC and the Deed Restrictions. A post closure modification for mass grading of the development in some limited areas of final grading has been approved. A Post Closure Modification ("PCM") may be necessary for some areas of Phase I and for any future Phases. Compliance with the COC and Deed Restrictions is mandatory and shall be enforced by the condominium association.

10. Sequencing of regulatory approvals, land divisions, infrastructure development, building permits and occupancy permits.

- a. Variation from Chapter 14 Requirements – The following sequence represents a variation of Chapter 14 Subdivision and Platting Requirements pursuant to Section 14.180(d) of the Municipal Code.
- b. Certified Survey Map – A certified survey map shall be approved and shall be recorded concurrently with the closing of the sale of the City property.
- c. Infrastructure Development Agreement – A development agreement as required under Section 1L shall be approved and executed prior to the closing of the sale of the City property.
- d. Rezoning and Planned Unit Development – The properties shall be rezoned to Traditional Neighborhood Development Planned Unit Development. A copy of the signed conditions and restrictions shall be returned to the Department of Community Development.
- e. Commencement of Infrastructure Development- Following approval of the infrastructure development agreement, closing on the property, and approval of the rezoning and PUD, construction may commence in accordance with the conditions set forth in this document, the Deed Restriction and COC requirements imposed by the Wisconsin Department of Natural Resources ("WDNR") under the Voluntary Party Liability Program ("VPLE") and the Post Closure Modification ("PCM) approved by the WDNR.
- f. Preliminary Plat – A preliminary plat shall be submitted for review and approval by the Plan Commission. As part of that submittal, the applicant shall identify and justify any variations that are being requested to the platting procedures as identified in Section 14.180 of the Municipal Code.
- g. Final Plat – Upon approval of the preliminary plat, the applicant may submit a final plat for review and approval by the Plan Commission and Common Council in accordance with the procedures established in Chapter 14 of the Municipal Code or those variations recommended thereto by the Plan Commission. The Plan Commission shall make a

recommendation to the Common Council, who in turn may approve the final plat and any variations requested therewith. The final plat may not be recorded, and no new parcels or public rights of way may be created until the conditions of the Post Closure Modification ("PCM") have been satisfied, unless there is written approval of the WDNR.

- h. Condominium Plat - A condominium plat shall be submitted for review and approval by the Plan Commission and Common Council in accordance with Section 14.42 of the Municipal Code. As part of that submittal, the applicant shall identify and justify any variations that are being requested to the platting procedures identified in Section 14.180 of the Municipal Code.

Conditions Precedent to Issuance of Building Permit – No building permit shall be issued until such time as plans have been approved by the Plan Commission if required by Section 1.1 of these conditions and restrictions and until water, sanitary sewer, storm sewer and an accessible roadway have been provided to access the location of said building permit. The extent to which these improvements are deemed acceptable is at the sole discretion of the City Engineer.

Completion, Acceptance and Dedication of Public Improvements and Issuance of Certificate of Occupancy – No occupancy permits may be issued for structures within a phase until such time as all public improvements for that phase have been completed, accepted and dedicated to the City in accordance with the infrastructure development agreement.

11. Revocation

Should an applicant, their heirs, successors or assigns, fail to comply with the conditions and restrictions of the approval issued by the Common Council, the PUD approval may be revoked, and the lands may be rezoned to the TND – Traditional Neighborhood Development district. The process for revoking an approval shall generally follow the procedures for approving a PUD as set forth in Section 17.1007 of the Municipal Code.

12. Acknowledgement

The approval and execution of these conditions and restrictions shall confirm acceptance of the terms and conditions hereof by the owner, and these conditions and restrictions shall run with the property unless revoked by the City, or terminated by mutual agreement of the City and the owner, and their subsidiaries, related entities, successors and assigns.


Owner / Authorized Representative Signature

10/14/2021
Date

Jessica Gutman
(please print name)

List of Exhibits for Lakeshore Commons PUD

Exhibit 1 – Proposed Development Site Plan

Exhibits 2.1 through 2.10 – Design and Character of Building Typologies

Exhibit 3 – Lakeshore Commons Unit Types & Density Standards by Phase

Exhibit 4 – Proposed Open Space and Neighborhood Amenities

Exhibit 5 – Page Intentionally Left Blank

Exhibits 6.1 , 6.2, & 6.3– Circulation and Road Cross Sections

Exhibits 7.1 & 7.2. - Material Samples

Exhibit 8 – Development Signage

Exhibit 9 – Snow Storage Areas

Exhibit 10 – Proposed Private Fence Diagram

LAKE SHORE COMMONS

SHEET 1 OF 8 SHEETS

BEING ALL OF LOT 3, OF CERTIFIED SURVEY MAP No. 9355, AS RECORDED WITHIN CERTIFIED SURVEY MAPS OF THE MILWAUKEE COUNTY REGISTRY AS DOCUMENT No. 11174987, BEING PART OF THE FRACTIONAL SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 05 NORTH, RANGE 22 EAST, SITUATED IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

LINE TABLE

L1 = S00°02'00"E 2.50'	L11 = S47°17'16"E 18.13'	L21 = S05°36'08"W 98.14'	L31 = N01°17'09"W 14.52'
L2 = N89°58'00"E 33.77'	L12 = S07°07'40"W 25.09'	L22 = S71°33'44"E 41.54'	L32 = N38°26'21"E 24.25'
L3 = N51°32'08"E 39.83'	L13 = S13°19'18"E 85.24'	L23 = N58°05'03"E 23.59'	L33 = N72°22'58"E 72.65'
L4 = N89°42'28"E 54.27'	L14 = S04°53'47"E 83.89'	L24 = N12°41'03"E 65.33'	L34 = S69°59'02"E 50.59'
L5 = S34°27'31"E 80.86'	L15 = S63°26'16"W 54.37'	L25 = N28°53'33"E 3.14'	L35 = S69°15'16"E 57.77'
L6 = S04°00'06"W 54.84'	L16 = N79°17'03"W 34.56'	L26 = N73°11'10"E 82.38'	L36 = S00°00'58"W 43.42'
L7 = S00°00'10"W 102.81'	L17 = N47°51'32"W 84.05'	L27 = N57°19'53"E 38.90'	L37 = N69°15'16"W 57.13'
L8 = S15°25'25"E 75.24'	L18 = N59°02'00"W 87.71'	L28 = N56°14'47"E 69.80'	L38 = N89°59'02"W 48.82'
L9 = S33°06'31"E 40.42'	L19 = N86°10'59"W 66.41'	L29 = N00°17'48"E 66.20'	L39 = S00°00'58"W 39.42'
L10 = S37°18'04"E 27.02'	L20 = S30°34'55"W 98.75'	L30 = N12°02'01"W 19.65'	L40 = S30°00'58"W 105.62'
L41 = S00°00'10"W 41.75'	L50 = N72°22'58"E 72.65'		
L42 = S00°00'10"W 123.42'	L51 = S17°37'25"E 13.50'		
L43 = S00°00'10"W 62.36'	L52 = N89°59'02"W 50.20'		
L44 = S00°00'10"W 165.17'	L53 = N89°59'02"W 67.58'		
L45 = N31°54'57"W 40.13'	L54 = N89°59'02"W 143.00'		
L46 = N12°41'03"E 65.33'	L55 = N89°59'02"W 143.00'		
L47 = N17°37'25"E 52.46'			
L48 = N72°22'35"E 105.00'			
L49 = N38°26'21"E 23.44'			

LEGEND:

- = 1.315" O.D. IRON PIPE FOUND
- = 2.375" O.D. X 18" LONG IRON PIPE SET WEIGHING 3.65 LBS./LINEAR FT.
- = 1.315" O.D. X 18" LONG IRON PIPE SET WEIGHING 1.68 LBS./LINEAR FT. AT ALL OTHER LOT CORNERS.
- = SECTION CORNER MONUMENT
- = RIGHT-OF-WAY LINE
- - - = PROPERTY LINE

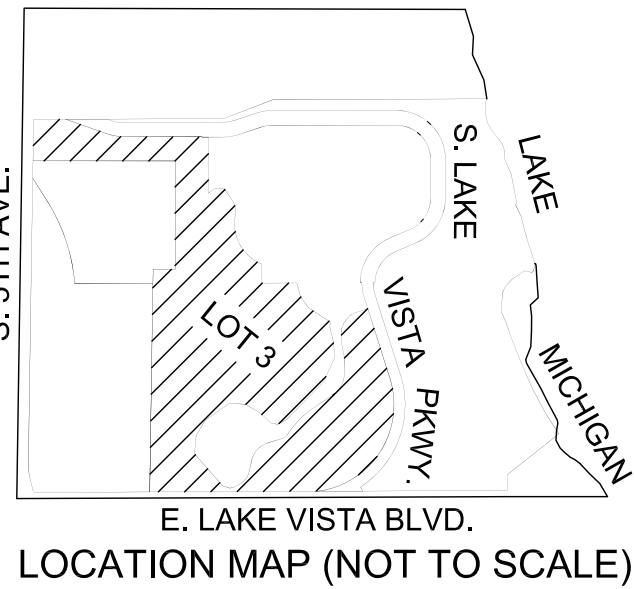
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ALL DISTANCES SHOWN ALONG CURVED LINES ARE ARC DISTANCES.

NORTH REFERENCE:
NORTH REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM SOUTH ZONE, NAD 27, THE WEST LINE OF THE FRACTIONAL SW 1/4 OF SEC. 24-05-22, BEARING N 00°52'00" E.

CURVE TABLE

CURVE NO.	RADIUS LENGTH	CHORD BEARING	CHORD LENGTH	ARC LENGTH	CENTRAL ANGLE	TANGENT BEARING IN	TANGENT BEARING OUT
C1	85.00'	S15°13'42.6"E	55.99'	57.06'	38°27'37"	S34°27'31"E	S04°00'06"W
C2	232.51'	S32°04'35.5"E	273.85'	292.82'	72°09'23"	S04°00'06"W	S68°09'17"E
C3	99.00'	N70°33'47.5"E	42.78'	43.12'	24°57'29"	N83°02'32"E	N58°05'03"E
C4	99.00'	N35°23'03"E	76.41'	78.45'	45°24'00"	N58°05'03"E	N12°41'03"E
C5	113.00'	N20°47'18"E	31.86'	31.97'	16°12'30"	N12°41'03"E	N28°53'33"E
C6	125.00'	N51°02'21.5"E	94.25'	96.63'	44°17'37"	N28°53'33"E	N73°11'10"E
C7	49.00'	N52°53'21.5"E	34.00'	34.72'	40°35'37"	N73°11'10"E	N32°35'33"E
C8	501.00'	N44°57'43"E	214.64'	216.32'	24°44'20"	N32°35'33"E	N57°19'53"E
C9	149.00'	N28°16'16.5"E	139.79'	145.50'	55°57'01"	N56°14'47"E	N00°17'46"E
C10	99.00'	N05°52'07.5"W	21.26'	21.30'	12°19'47"	N00°17'46"E	N12°02'01"W
C11	501.00'	N06°39'35"W	93.84'	93.98'	10°44'52"	N12°02'01"W	N01°17'09"W
C12	101.00'	N18°34'36"E	68.63'	70.03'	39°43'30"	N01°17'09"W	N38°26'21"E
C13	76.00'	N55°24'39.5"E	44.37'	45.02'	33°56'37"	N38°26'21"E	N22°22'58"E
C14	470.00'	S32°50'12"W	724.91'	827.86'	100°55'14"	S17°37'25"E	S89°46'26"W
C15	124.00'	S79°37'09"E	44.62'	44.86'	20°43'46"	S89°59'02"E	S69°15'16"E
C16	187.00'	S06°02'00"W	39.21'	39.28'	12°02'04"	S12°03'02"W	S00°00'58"W
C17	30.58'	S44°59'02"E	43.25'	48.04'	90°00'00"	S89°59'02"E	S00°00'58"W
C18	113.00'	S15°00'58"W	58.49'	59.17'	30°00'00"	S00°00'58"W	S30°00'58"E
C19	187.00'	S29°01'34"W	6.46'	6.46'	01°58'48"	S30°00'58"W	S28°02'10"W
C20	176.00'	N79°37'09"W	63.33'	63.68'	20°43'46"	N69°15'16"E	N89°59'02"W
C21	38.58'	S41°38'05"E	51.28'	56.09'	83°18'06"	S00°00'58"W	S83°17'08"E
C22	31.58'	S40°55'12"W	41.36'	45.09'	81°48'28"	S81°49'26"W	S00°00'58"W
C23	194.00'	S15°00'58"W	100.42'	101.58'	30°00'00"	S00°00'58"W	S30°00'58"E
C24	106.00'	S15°00'58"W	54.87'	55.50'	30°00'00"	S30°00'58"W	S00°00'58"E
C25	262.50'	S80°23'31"E	87.93'	88.34'	19°16'58"	S70°45'02"E	N89°58'00"E
C26	194.00'	S15°54'47"W	94.54'	95.51'	28°12'22"	S01°48'36"W	S30°00'58"W
C27	194.00'	S00°54'47"W	6.07'	6.07'	01°47'38"	S00°00'58"W	S01°48'36"W
C28	112.50'	N35°09'05.5"E	85.99'	88.23'	44°56'05"	N57°37'08"E	N12°41'03"E
C29	99.50'	N20°47'25"E	28.06'	28.15'	16°12'44"	N12°41'03"E	N28°53'47"E
C30	111.78'	N40°13'46.5"E	49.77'	50.19'	25°43'35"	N27°15'59"E	N53°05'34"E
C31	52.50'	N39°18'37.5"E	59.62'	63.41'	69°12'03"	N04°42'38"E	N73°54'39"E
C32	196.50'	N50°54'25.5"E	153.58'	157.79'	46°00'27"	N73°54'39"E	N27°54'12"E
C33	52.50'	N63°51'51"E	61.66'	65.90'	71°55'18"	N27°54'12"E	S80°10'30"E
C34	238.00'	N00°54'45"W	136.87'	138.83'	33°25'20"	N15°47'55"E	N17°37'25"W
C35	62.50'	N55°24'39.5"E	36.49'	37.03'	33°56'37"	N38°26'21"E	N72°22'58"E
C36	146.50'	N15°00'58"E	75.83'	76.71'	30°00'00"	N00°00'58"E	N30°00'58"E
C37	150.00'	S79°37'09"E	53.97'	54.27'	20°43'46"	S89°59'02"E	S69°15'16"E
C38	153.50'	N15°00'58"E	79.46'	80.37'	30°00'00"	N30°00'58"E	N00°00'58"E

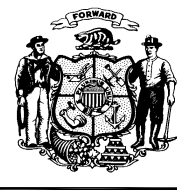
FRACTIONAL SW 1/4 OF SEC. 24-05-22



LOCATION MAP (NOT TO SCALE)

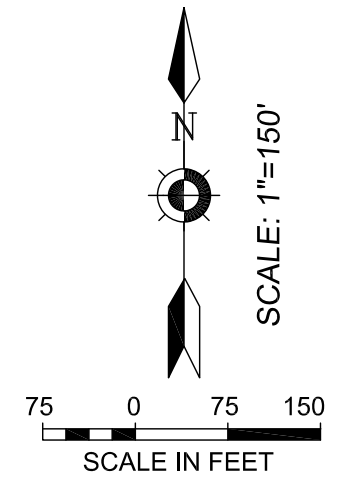
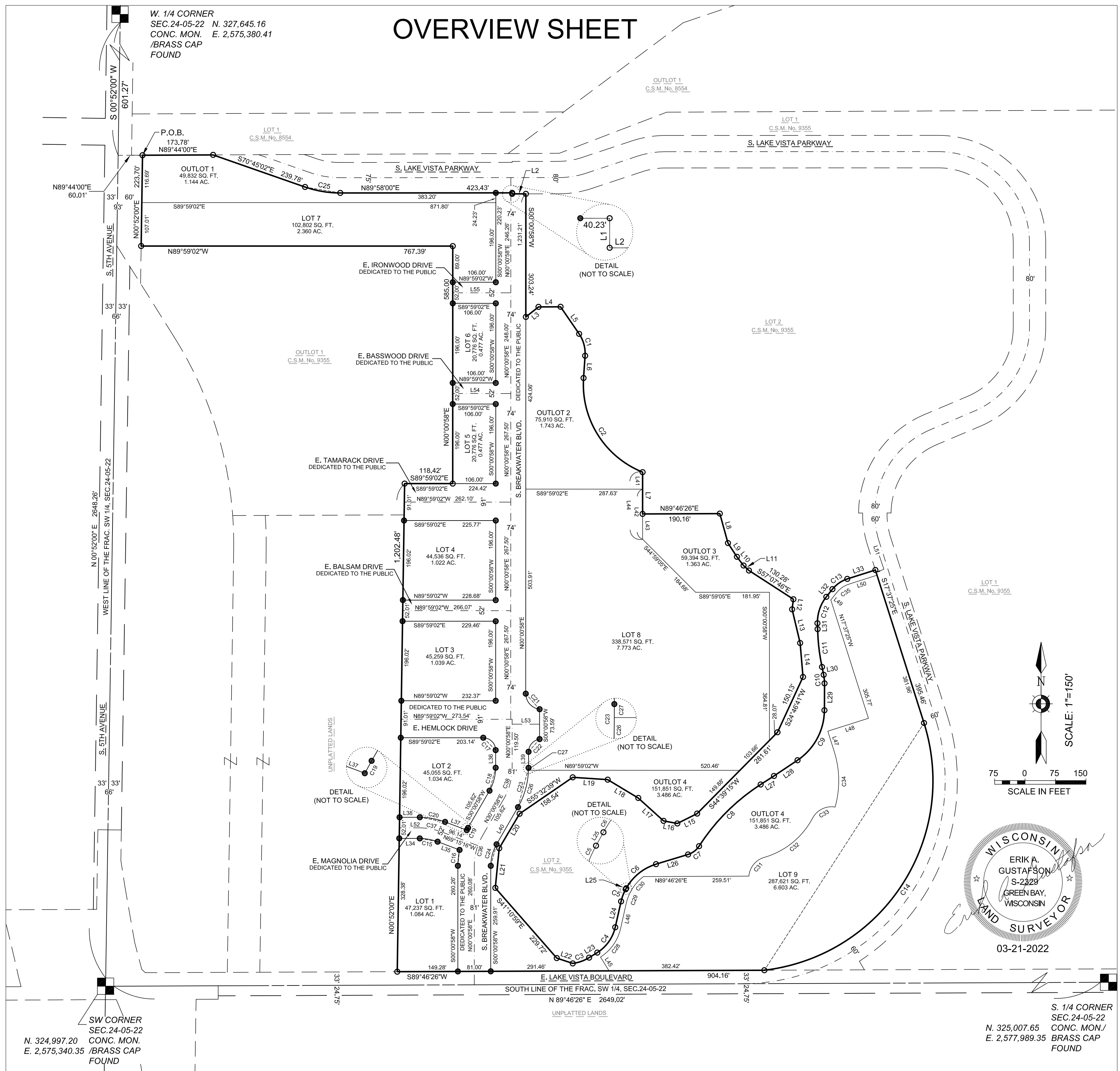
There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20__



Department of Administration

OVERVIEW SHEET



ERIK A. GUSTAFSON
S-2229
GREEN BAY, WISCONSIN
LAND SURVEYOR
03-21-2022

S. 1/4 CORNER
SEC. 24-05-22
CONC. MON./
E. 2,577,999.35
BRASS CAP
FOUND

LAKE SHORE COMMONS

SHEET 2 OF 8 SHEETS

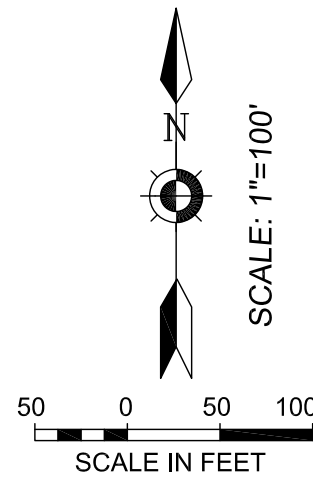
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LEGEND:

- = 1.315" O.D. IRON PIPE FOUND
- = 2.375" O.D. X 18" LONG IRON PIPE SET WEIGHING 3.65 LBS./LINEAR FT.
- = 1.315" O.D. X 18" LONG IRON PIPE SET WEIGHING 1.68 LBS./LINEAR FT. AT ALL OTHER LOT CORNERS.
- = SECTION CORNER MONUMENT
- — — — — = RIGHT-OF-WAY LINE
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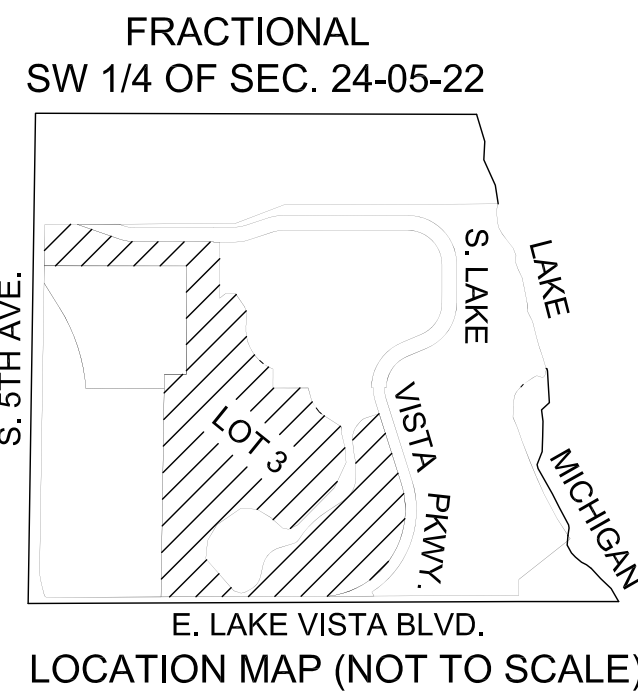
NORTH REFERENCE:
NORTH REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM SOUTH ZONE, NAD 27, THE WEST LINE OF THE FRACTIONAL SW 1/4 OF SEC. 24-05-22, BEARING N 00°52'00" E.



There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20__

Department of Administration



LINE TABLE

L1 = S00°02'00"E 2.50'	L10 = S37°18'04"E 27.02'
L2 = N89°58'00"E 33.77'	L11 = S47°17'16"E 18.13'
L3 = N51°32'08"E 39.83'	L12 = S07°07'40"W 25.09'
L4 = N89°42'28"E 54.27'	L41 = S00°00'10"W 41.75'
L5 = S34°27'31"E 90.86'	L42 = S00°00'10"W 123.42'
L6 = S04°00'06"W 54.84'	L43 = S00°00'10"W 62.36'
L7 = S00°00'10"W 102.81'	L44 = S00°00'10"W 165.17'
L8 = S15°25'25"E 75.24'	L54 = N89°59'02"W 143.00'
L9 = S33°06'31"E 40.42'	L55 = N89°59'02"W 143.00'

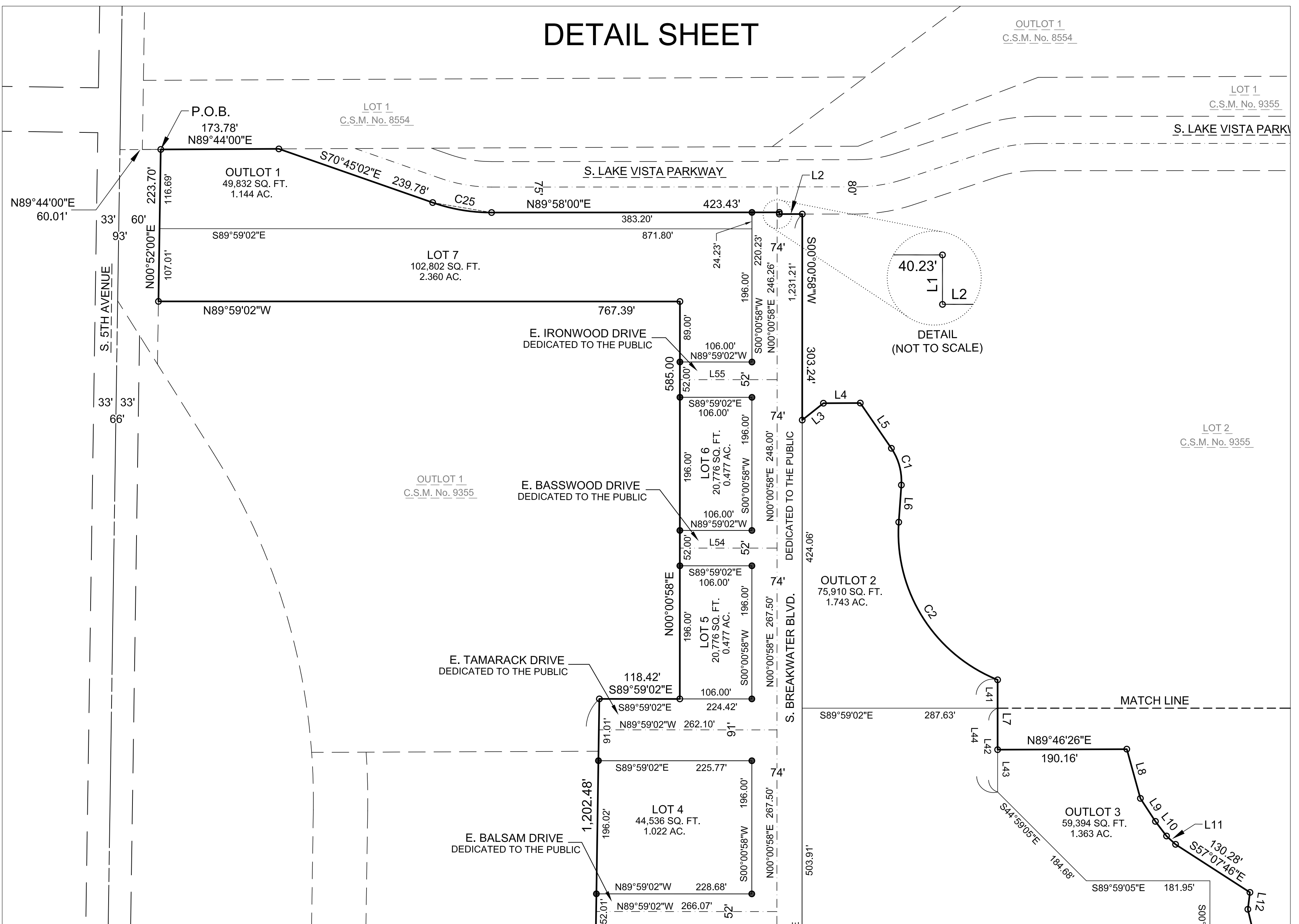
CURVE TABLE

CURVE NO.	RADIUS LENGTH	CHORD BEARING	CHORD LENGTH	ARC LENGTH	CENTRAL ANGLE	TANGENT BEARING IN	TANGENT BEARING OUT
C1	85.00'	S15°13'42.5"E	55.99'	57.06'	38°27'37"	S34°27'31"E	S04°00'06"W
C2	232.51'	S32°04'35.5"E	273.85'	292.82'	72°09'23"	S04°00'06"W	S68°09'17"E
C25	262.50'	S80°23'31"E	87.93'	88.34'	19°16'58"	S70°45'02"E	N89°58'00"E

NOTE:

Outlots 1, 2, 3, and 4 of the plat of Lakeshore Commons shall be owned and maintained by the Lakeshore Commons Master Condominium Homeowners Association and each individual unit owner shall have an undividable fractional ownership of the outlots and that Milwaukee County and the City of Oak Creek shall not be liable for any fees or special assessments in the event Milwaukee County or the City of Oak Creek should become the owner of any lot in the subdivision by reason of delinquency. The Homeowners Association shall maintain said outlots in an unobstructed condition so as to maintain their intended purpose. Construction of any building, grading, or filling in said outlots is prohibited unless approved by the City of Oak Creek. The Homeowners Association grants to the City the right (but not the responsibility) to enter upon these outlots in order to inspect, repair or restore said outlots to its intended purpose. Expenses incurred by the City for said inspection, repair or restoration of said outlots may be placed against the tax roll for said association and collected as a special charge by the City.

DETAIL SHEET



3/29/2022 2:33 PM

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LAKESHORE COMMONS

SHEET 3 OF 8 SHEETS

BEING ALL OF LOT 3, OF CERTIFIED SURVEY MAP No. 9355, AS RECORDED WITHIN CERTIFIED SURVEY MAPS OF THE MILWAUKEE COUNTY REGISTRY AS DOCUMENT No. 11174987, BEING PART OF THE FRACTIONAL SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 05 NORTH, RANGE 22 EAST, SITUATED IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

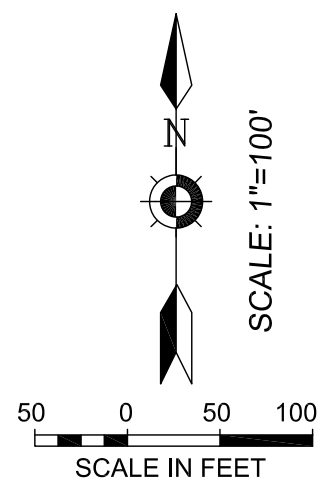
LEGEND:

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- = 2.375" O.D. X 18" LONG IRON PIPE SET WEIGHING 3.65 LBS./LINEAR FT.
- = 1.315" O.D. X 18" LONG IRON PIPE SET WEIGHING 1.68 LBS./LINEAR FT. AT ALL OTHER LOT CORNERS.
- = SECTION CORNER MONUMENT

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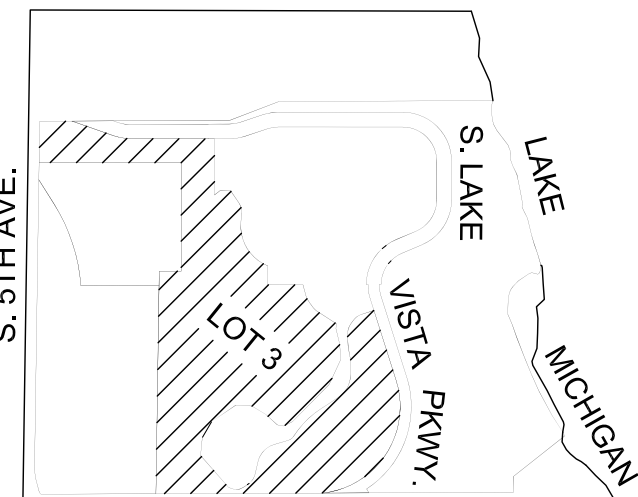
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Certified _____, 20__

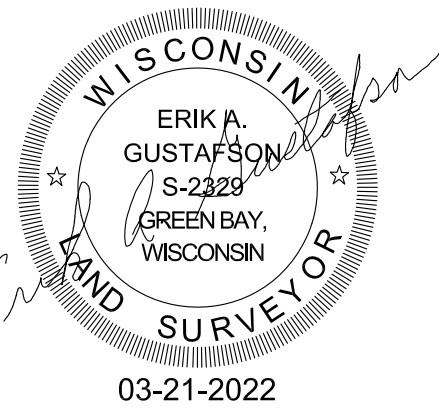
Department of Administration



FRACTIONAL SW 1/4 OF SEC. 24-05-22



E. LAKE VISTA BLVD.
 LOCATION MAP (NOT TO SCALE)

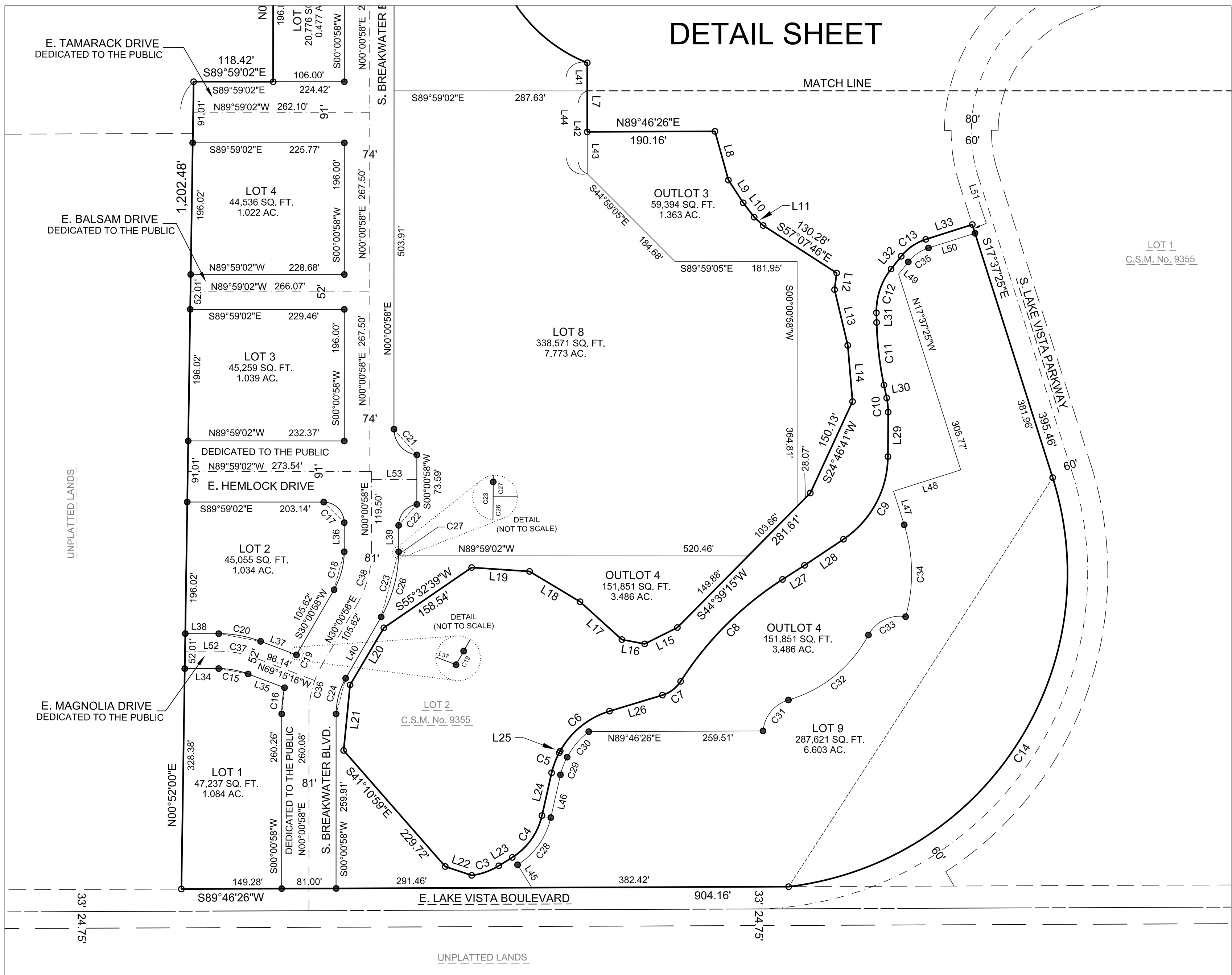


CURVE TABLE

CURVE NO.	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH	CENTRAL ANGLE	TANGENT BEARING IN	TANGENT BEARING OUT
C3	99.00'	N70°33'47.5"E	2.78'	43.12'	24°57'29"	N83°02'32"E	N58°05'03"E
C4	99.00'	N35°23'03"E	76.41'	78.45'	45°24'00"	N58°05'03"E	N12°41'03"E
C5	113.00'	N20°47'18"E	31.86'	31.97'	16°12'30"	N12°41'03"E	N28°53'33"E
C6	125.00'	N51°02'21.5"E	94.25'	96.63'	44°17'37"	N28°53'33"E	N73°11'10"E
C7	49.00'	N52°53'21.5"E	34.00'	34.72'	40°35'37"	N73°11'10"E	N32°35'33"E
C8	501.00'	N44°57'43"E	214.64'	216.32'	24°44'20"	N32°35'33"E	N57°19'53"E
C9	149.00'	N28°16'17"E	139.79'	145.50'	55°57'02"	N56°14'48"E	N00°17'46"E
C10	99.00'	N05°52'07.5"W	21.26'	21.30'	12°19'47"	N00°17'46"E	N12°02'01"W
C11	501.00'	N06°39'35"W	93.84'	93.98'	10°44'52"	N12°02'01"W	N01°17'09"W
C12	101.00'	N18°34'36"E	68.63'	70.03'	39°43'30"	N01°17'09"W	N38°26'21"E
C13	76.00'	N55°24'39.5"E	44.37'	45.02'	33°56'37"	N38°26'21"E	N72°22'58"E
C14	470.00'	S32°50'12"W	724.91'	827.86'	100°55'14"	S17°37'25"E	S89°46'26"W
C15	124.00'	S79°37'09"E	44.62'	44.86'	20°43'46"	S89°59'02"E	S69°15'16"E
C16	187.00'	S06°02'00"W	39.21'	39.28'	12°02'04"	S12°03'02"W	S00°00'58"W
C17	30.58'	S44°59'02"E	43.25'	48.04'	90°00'00"	S89°59'02"E	S00°00'58"W
C18	113.00'	S15°00'58"W	58.49'	59.17'	30°00'00"	S00°00'58"W	S30°00'58"W
C19	187.00'	S29°01'34"W	6.46'	6.46'	01°58'48"	S30°00'58"W	S28°02'10"W
C20	176.00'	N79°37'09"W	63.33'	63.68'	20°43'46"	N69°15'16"W	N89°59'02"W
C21	38.58'	S41°38'05"E	51.28'	56.09'	83°18'06"	S00°00'58"W	S83°17'08"E
C22	31.58'	S40°55'12"W	41.36'	45.09'	81°48'28"	S81°49'26"W	S00°00'58"W
C23	194.00'	S15°00'58"W	100.42'	101.58'	30°00'00"	S00°00'58"W	S30°00'58"W
C24	106.00'	S15°00'58"W	54.87'	55.50'	30°00'00"	S00°00'58"W	S00°00'58"W
C26	194.00'	S15°54'47"W	94.54'	95.51'	28°12'22"	S01°48'36"W	S30°00'58"W
C27	194.00'	S00°54'47"W	6.07'	6.07'	01°47'38"	S00°00'58"W	S01°48'36"W
C28	112.50'	N35°09'05.5"E	85.99'	88.23'	44°58'05"	N57°37'08"E	N12°41'03"E
C29	99.50'	N20°47'25"E	28.06'	28.15'	16°12'44"	N12°41'03"E	N28°53'47"E
C30	111.78'	N40°13'46.5"E	49.77'	50.19'	25°43'35"	N27°21'59"E	N63°05'34"E
C31	52.50'	N39°18'37.5"E	59.62'	63.41'	69°12'03"	N04°42'36"E	N73°54'39"E
C32	196.50'	N50°54'25.5"E	153.58'	157.79'	46°00'27"	N73°54'39"E	N27°54'12"E
C33	52.50'	N63°51'51"E	61.66'	65.90'	71°55'18"	N27°54'12"E	S80°10'30"E
C34	238.00'	N00°54'45"W	136.87'	138.83'	33°25'20"	N15°47'55"E	N17°37'25"W
C35	62.50'	N55°24'39.5"E	36.49'	37.03'	33°56'37"	N38°26'21"E	N72°22'58"E
C36	146.50'	N15°00'58"E	75.83'	76.71'	30°00'00"	N00°00'58"E	N30°00'58"E
C37	150.00'	S79°37'09"E	53.97'	54.27'	20°43'46"	S89°59'02"E	S69°15'16"E
C38	153.50'	N15°00'58"E	79.46'	80.37'	30°00'00"	N30°00'58"E	N00°00'58"E

LINE TABLE

L7 = S00°00'10"W 102.81'	L20 = S30°34'55"W 98.75'	L33 = N72°22'58"E 72.65'	L46 = N12°41'03"E 65.33'
L8 = S15°25'25"E 75.24'	L21 = S05°36'08"W 98.14'	L34 = S89°59'02"E 50.59'	L47 = N17°37'25"W 52.46'
L9 = S33°06'31"E 40.42'	L22 = S71°33'44"E 41.54'	L35 = S89°15'16"E 57.77'	L48 = N72°22'58"E 105.00'
L10 = S37°18'04"E 27.02'	L23 = N58°03'03"E 23.59'	L36 = S00°00'58"W 43.42'	L49 = N38°26'21"E 23.44'
L11 = S47°17'16"E 18.13'	L24 = N12°41'03"E 65.33'	L37 = N69°15'16"W 57.13'	L50 = N72°22'58"E 72.65'
L12 = S07°07'40"W 25.09'	L25 = N28°53'33"E 3.14'	L38 = N89°59'02"W 49.82'	L51 = S17°37'25"E 13.50'
L13 = S13°19'18"E 85.24'	L26 = N73°11'10"E 82.38'	L39 = S00°00'58"W 39.42'	L52 = N89°59'02"W 50.20'
L14 = S04°53'47"E 83.89'	L27 = N57°19'53"E 38.90'	L40 = S30°00'58"W 105.62'	L53 = N89°59'02"W 67.58'
L15 = S63°26'16"W 54.37'	L28 = N56°14'47"E 69.80'	L41 = S00°00'10"W 41.75'	
L16 = N79°17'03"W 34.56'	L29 = N00°17'46"E 66.20'	L42 = S00°00'10"W 123.42'	
L17 = N47°51'32"W 94.05'	L30 = N12°02'01"W 19.65'	L43 = S00°00'10"W 62.36'	
L18 = N59°02'00"W 87.71'	L31 = N01°17'09"W 14.52'	L44 = S00°00'10"W 165.17'	
L19 = N86°10'59"W 86.41'	L32 = N38°26'21"E 24.25'	L45 = N31°54'57"W 40.13'	



S:_Site\Bspn\Bspn_Chung_Architects\190575 Lake Vista Final\Survey\DWG\190575_SRF_Final.dwg 3/29/2022, 2:34 PM

LAKE SHORE COMMONS

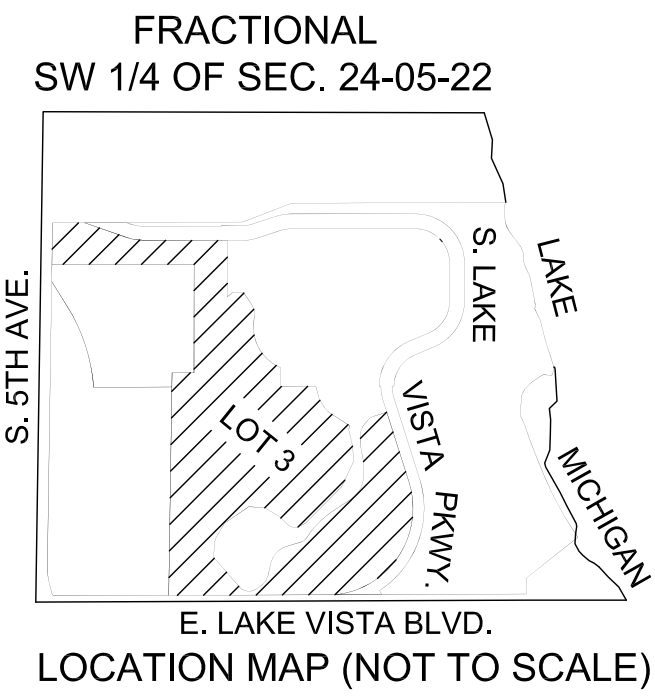
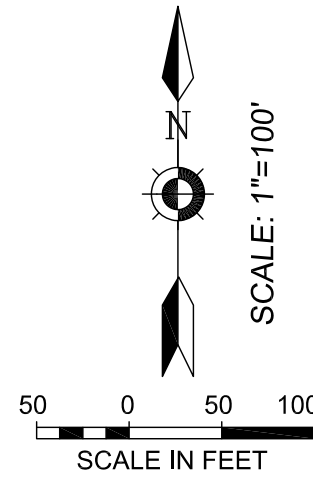
SHEET 4 OF 8 SHEETS

BEING ALL OF LOT 3, OF CERTIFIED SURVEY MAP No. 9355, AS RECORDED WITHIN CERTIFIED SURVEY MAPS OF THE MILWAUKEE COUNTY REGISTRY AS DOCUMENT No. 11174987, BEING PART OF THE FRACTIONAL SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 05 NORTH, RANGE 22 EAST, SITUATED IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration



LEGEND:

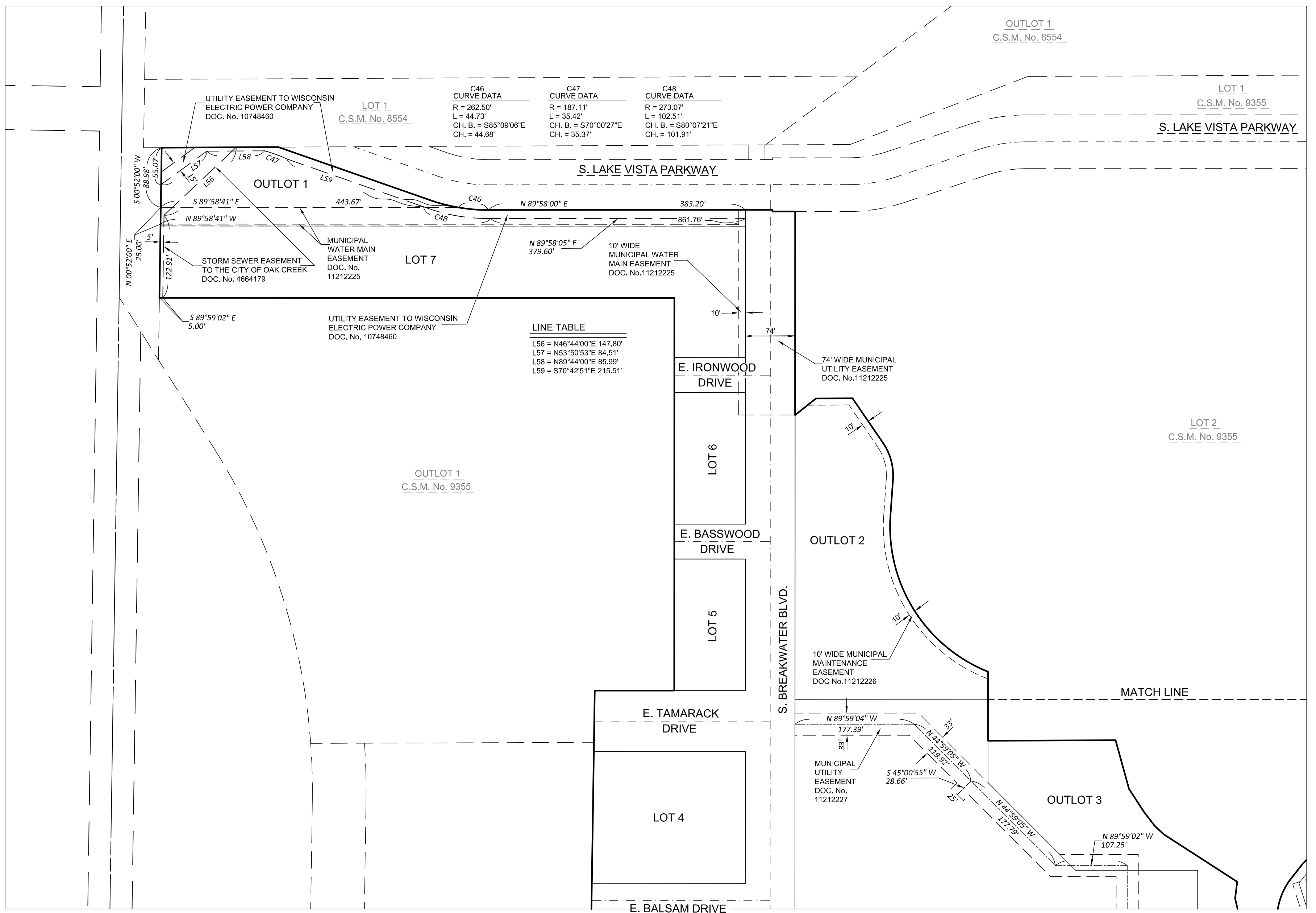
- = RIGHT-OF-WAY LINE
- = PROPERTY LINE

NOTE:
ALL LINEAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST 0.01 OF A FOOT.
ALL DISTANCES SHOWN ALONG CURVED LINES ARE ARC DISTANCES.

NORTH REFERENCE:
NORTH REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM SOUTH ZONE, NAD 27, THE WEST LINE OF THE FRACTIONAL SW 1/4 OF SEC. 24-05-22, BEARING N 00°52'00" E.



EXISTING EASEMENTS



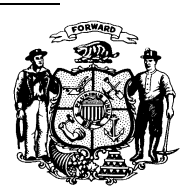
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LAKE SHORE COMMONS

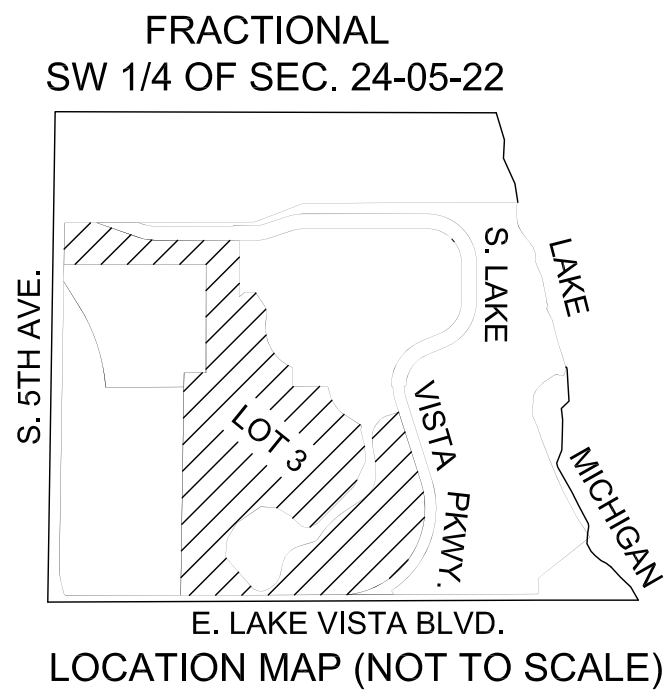
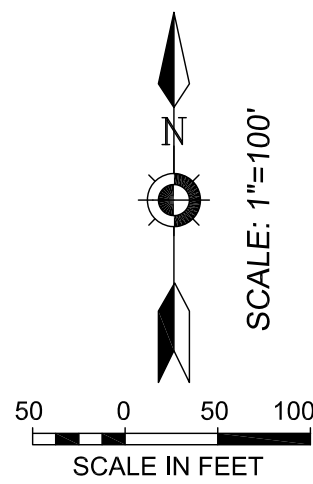
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Certified _____, 20____



Department of Administration



LEGEND:

————— = RIGHT-OF-WAY LINE

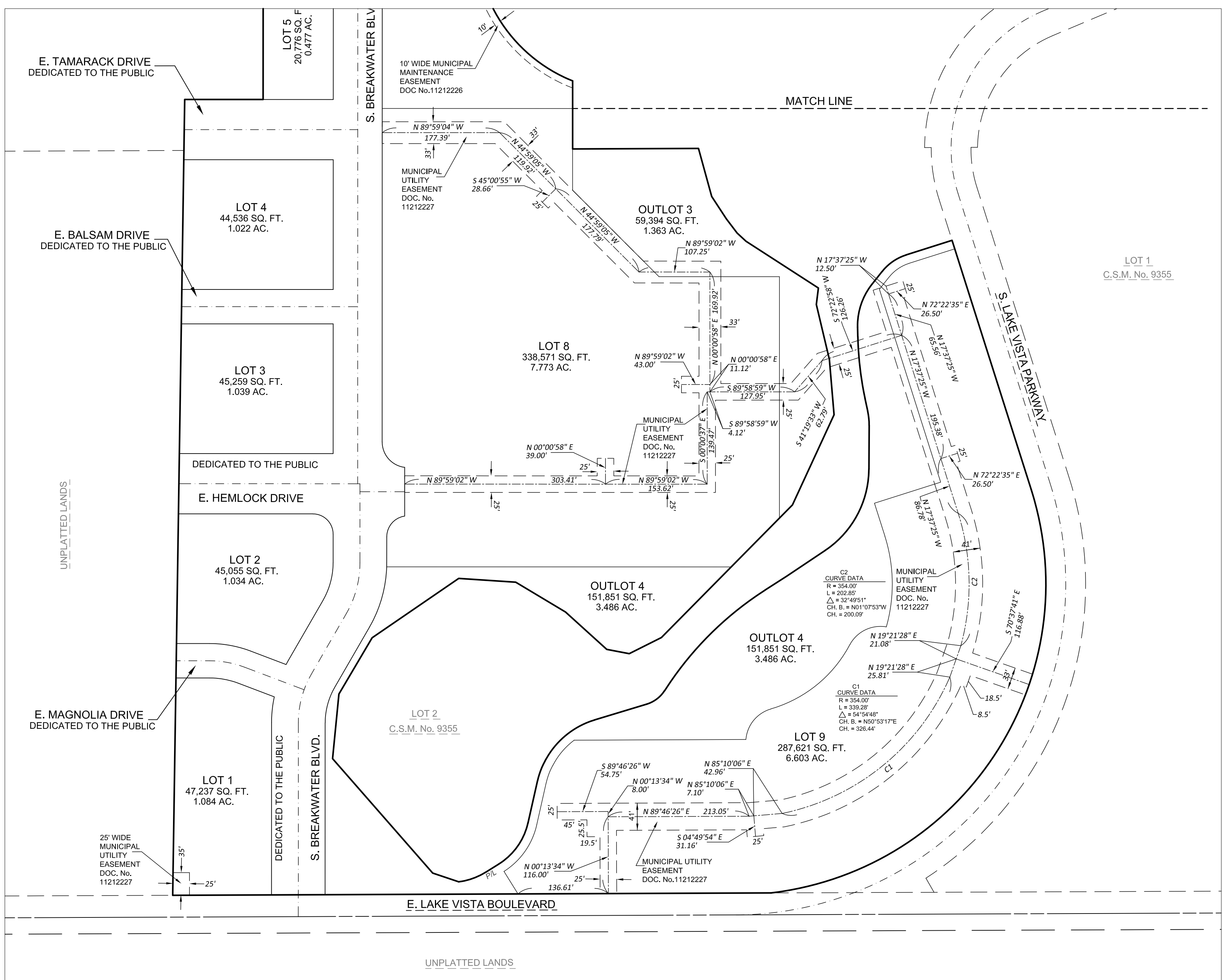
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EXISTING EASEMENTS



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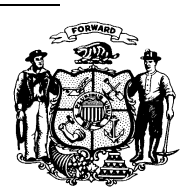
LAKE SHORE COMMONS

SHEET 6 OF 8 SHEETS

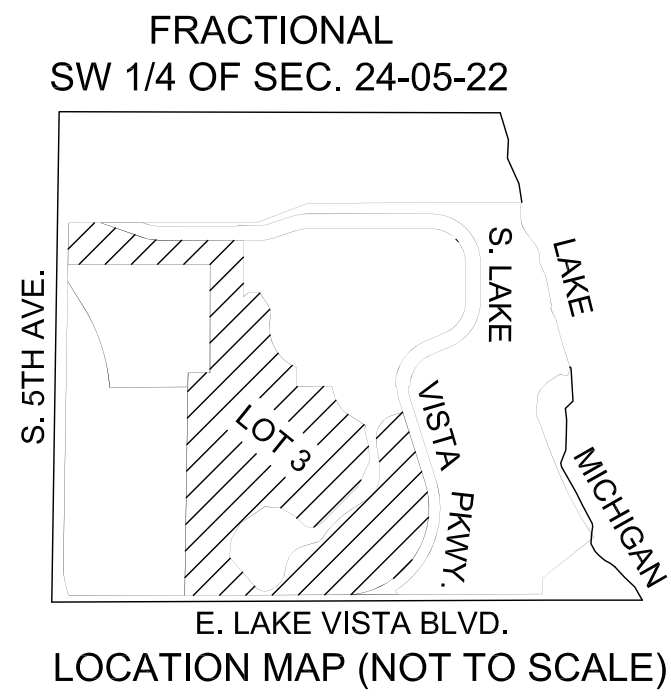
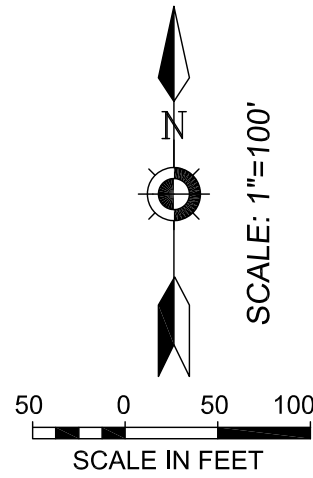
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Certified _____, 20____



Department of Administration



LEGEND:

————— = RIGHT-OF-WAY LINE

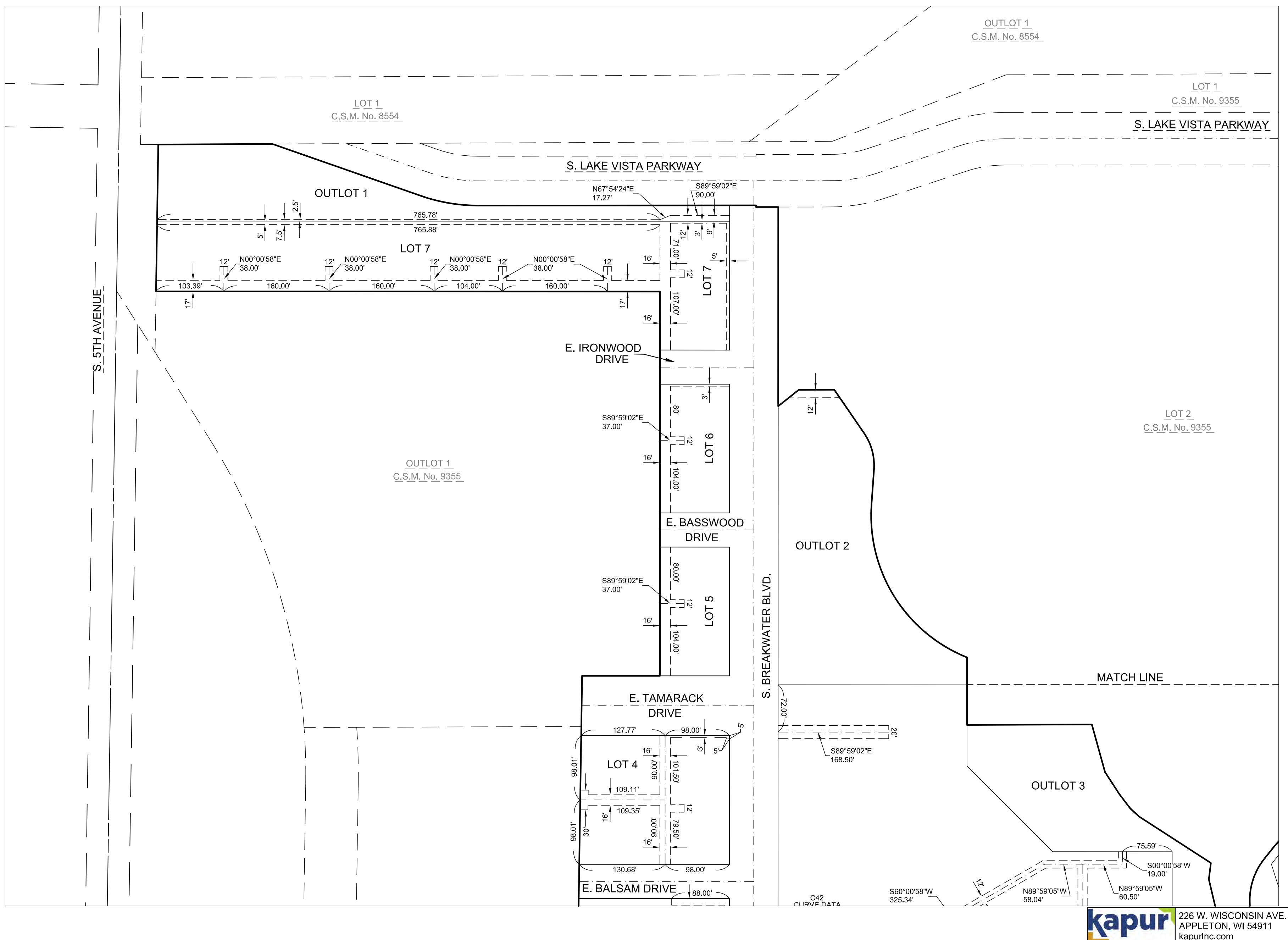
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PUBLIC UTILITY EASEMENTS CREATED WITH PLAT



LAKE SHORE COMMONS

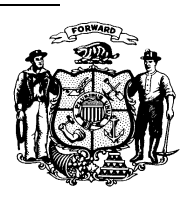
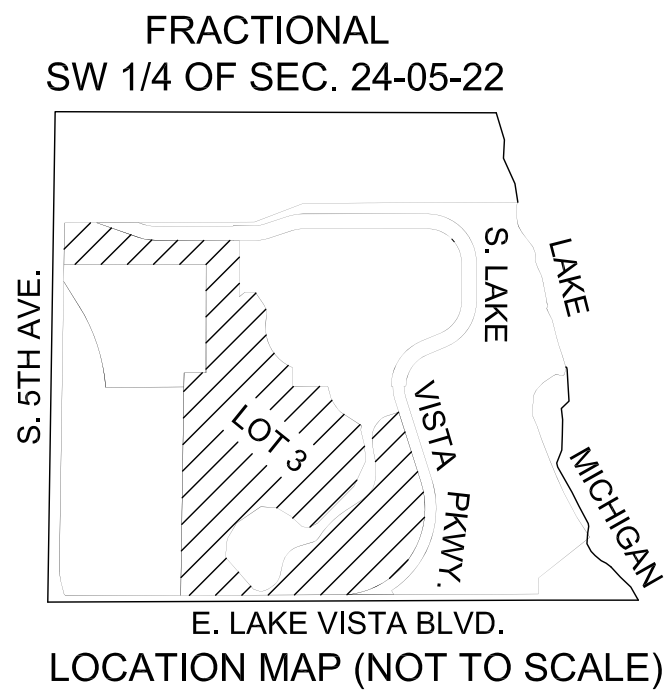
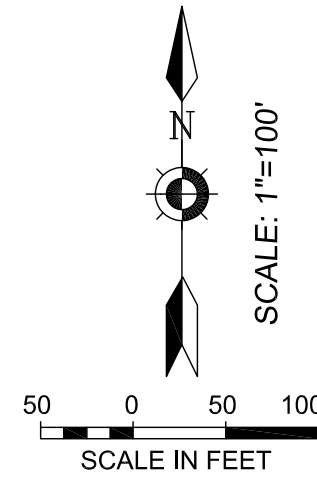
SHEET 7 OF 8 SHEETS

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There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20__

Department of Administration

LEGEND:

————— = RIGHT-OF-WAY LINE

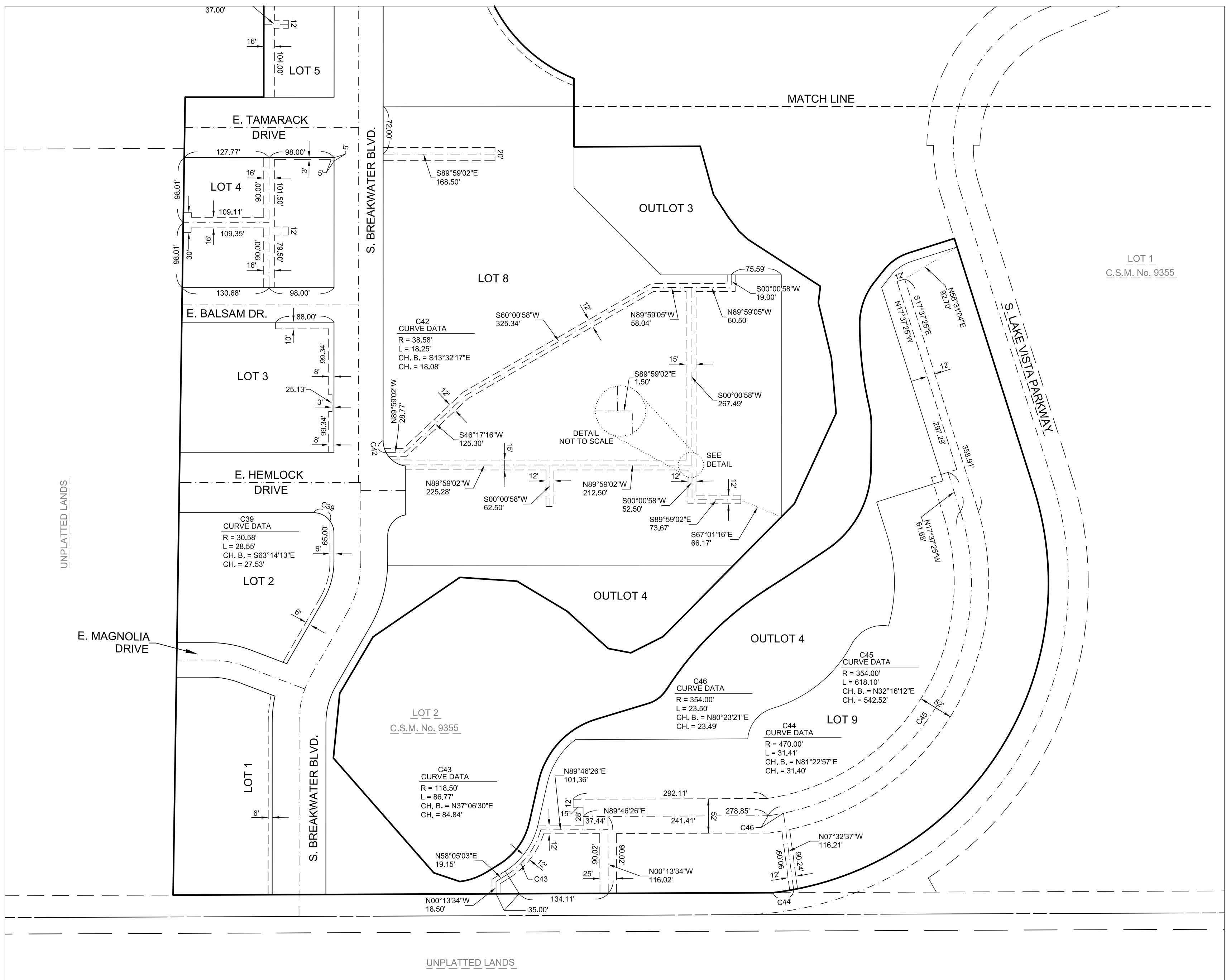
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PUBLIC UTILITY EASEMENTS CREATED WITH PLAT



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LAKESHORE COMMONS

SHEET 8 OF 8 SHEETS

BEING ALL OF LOT 3, OF CERTIFIED SURVEY MAP No. 9355, AS RECORDED WITHIN CERTIFIED SURVEY MAPS OF THE MILWAUKEE COUNTY REGISTRY AS DOCUMENT No. 11174987, BEING PART OF THE FRACTIONAL SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 05 NORTH, RANGE 22 EAST, SITUATED IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, Erik A. Gustafson, Professional Land Surveyor, hereby certify that by the direction of FSDG 2, LLC, I have surveyed, divided, and mapped this plat entitled "LAKESHORE COMMONS", being all of Lot 3, of Certified Survey Map No. 9355, of Certified Survey Maps of the Milwaukee County Registry, as Document No. 11174987, being located within the Fractional Southwest 1/4 of Section 24, Township 05 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

Containing 1,513,390 square feet / 34.743 acres of land, more or less.

I further certify that this plat is a correct representation of the exterior boundaries and the subdivisions of the land surveyed and described and that I have fully complied with Chapter 14, Land Division and Platting, of the City of Oak Creek Ordinances, Chapter A-E 7, of the Wisconsin Administrative Code, and the provisions of Section 236 of the Wisconsin Statutes in surveying, dividing, and mapping said land.

Dated this 21st day of March, 2022.


Erik A. Gustafson S-2329



OWNER'S CERTIFICATE OF DEDICATION:

FSDG 2, LLC, as owner hereby certifies that we have caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on the plat. We also certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

City of Oak Creek
Wisconsin Department of Administration - Plat Review
Milwaukee County Department of Public Works (Objecting Authority Only)

Witness the hand and seal of said owner this _____ day of _____, 20__.

In presence of:

Scott Lurie, Manager FSDG 2, LLC

OWNER'S NOTARY CERTIFICATE:

STATE OF WISCONSIN)
_____(COUNTY) ss

Personally came before me this _____ day of _____, 20__, the above named Scott Lurie to me known to be the person who executed the foregoing instrument as Manager and on behalf of FSDG 2, LLC, and acknowledged the same.

(sign name) _____, Notary Public, _____, Wisconsin.
(print name)

My commission (is permanent), expires _____.

CONSENT OF MORTGAGEE CERTIFICATE:

Forte Bank, as mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and do hereby consent to the above certificate of FSDG 2, LLC, owner.

Witness the hand and seal of
Forte Bank, mortgagee, this _____ day of _____, 20__.

In presence of:

Aaron Lensink, Senior Vice President, Business Banking Manager

MORTGAGEE NOTARY CERTIFICATE:

STATE OF WISCONSIN)
_____(COUNTY) ss

Personally came before me this _____ day of _____, 20__, the above named Aaron Lensink to me known to be the person who executed the foregoing instrument as Senior Vice President, Business Banking Manager, and on behalf of Forte Bank, and acknowledged the same.

(sign name) _____, Notary Public, _____, Wisconsin.
(print name)

My commission (is permanent), expires _____.

CERTIFICATE OF THE CITY OF OAK CREEK TREASURER:

STATE OF WISCONSIN)
_____(COUNTY) ss

I, Sara Kawczynski, being the duly elected (appointed), qualified and acting treasurer of the City of Oak Creek, Milwaukee County, Wisconsin, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or special assessments as of _____, 20__, affecting the lands included within this plat.

Dated this _____ day of _____, 20__.

Sara Kawczynski, City of Oak Creek Treasurer

CERTIFICATE OF THE MILWAUKEE COUNTY TREASURER:

STATE OF WISCONSIN)
_____(COUNTY) ss

I, David Cullen, being the duly elected (appointed), qualified and acting treasurer of Milwaukee County, Wisconsin, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or special assessments as of _____, 20__, affecting the lands included within this plat.

Dated this _____ day of _____, 20__.

David Cullen, Milwaukee County Treasurer

CITY OF OAK CREEK COMMON COUNCIL APPROVAL:

Resolved, that this plat entitled "Lakeshore Commons", being developed by FSDG 2, LLC, owner, in the City of Oak Creek, is hereby approved and the street dedication as shown hereon is hereby accepted by the City of Oak Creek Common Council.

Dated this _____ day of _____, 20__.

Daniel Bukiewicz, Mayor

Catherine A. Roeske, City Clerk

The UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by FSDG 2, LLC, Grantor, to

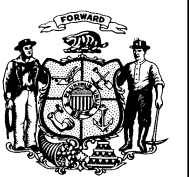
WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies, Grantee, Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, a Wisconsin corporation, Grantee, and SPECTRUM MID-AMERICA, LLC, Grantee, their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20__

Department of Administration



kapur 226 W. WISCONSIN AVE.
APPLETON, WI 54911
kapurinc.com



PLAN COMMISSION REPORT

Proposal: Condominium Plats – Lakeshore Commons (Phase 1)

Description: Review two (2) condominium plats for Phase 1 of Lakeshore Commons.

Applicant(s): Jessica Ganther, F Street Development Group

Address(es): 4005 E. Lake Vista Parkway (4th Aldermanic District)

Suggested Motion: That the Plan Commission approves the Lakeshore Commons Master Condominium plat and The Residences and Clubhouse at Lakeshore Commons Condominium plat submitted by Jessica Ganther, F Street Development Group, for the property at 4005 E. Lake Vista Parkway with the following conditions:

1. That all relevant Code requirements and conditions of the Traditional Neighborhood Development Planned Unit Development (TND PUD) remain in effect.
2. That all conditions of approval from the January 11, 2022 Plan Commission review of the multitenant and townhouse buildings on the proposed Lot 8 remain in effect.
3. That all reviewing agency comments, if any, are incorporated as required.
4. That all revisions to the plats, bylaws, and declarations are submitted to the Department of Community Development prior to recording.

Owner(s): F Street OCLV, LLC

Tax Key(s): 868-9005-000

Lot Size(s): See plats

Current Zoning District(s): Traditional Neighborhood Devel. (TND)

Overlay District(s): PUD Lakefront Overlay

Wetlands: Yes No Floodplain: Yes No

Comprehensive Plan: Mixed Use

Background:

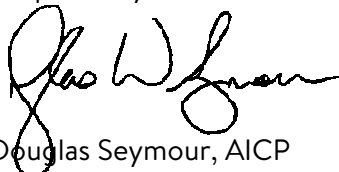
The Applicant is requesting approval of the Lakeshore Commons Master Condominium plat and The Residences and Clubhouse at Lakeshore Commons Condominium plat for Phase I of the Lakeshore Commons development at 4005 E. Lake Vista Parkway. Plan Commissioners will note that each plat is an “expandable” condominium, anticipating future phases of the development. Both condo plats are interdependent for Phase 1. The Master plat includes all of the infrastructure, common elements, and initial units (i.e., the areas on which buildings will be constructed). The Residences and Clubhouse plat creates the building unit layouts on the master units.

The Bylaws and Declarations included with this report have been reviewed by the City Attorney’s office. It is recommended that the Declaration documents include language similar to the following:

“The Association is required to retain a professional management company with the experience necessary to perform the duties of the Association (the “ Management Company ”). The Association shall enter into a management contract (the “Management Contract”) on such terms and conditions as the Association and the Management Company shall agree.”

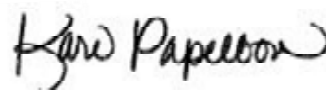
Options/Alternatives: The Plan Commission has the discretion to approve or disapprove of the Final Subdivision Plat. Disapproval would likely result in conflicts with approved development proposals, current onsite development work, and future phases.

Respectfully submitted:



Douglas Seymour, AICP
Director of Community Development

Prepared:



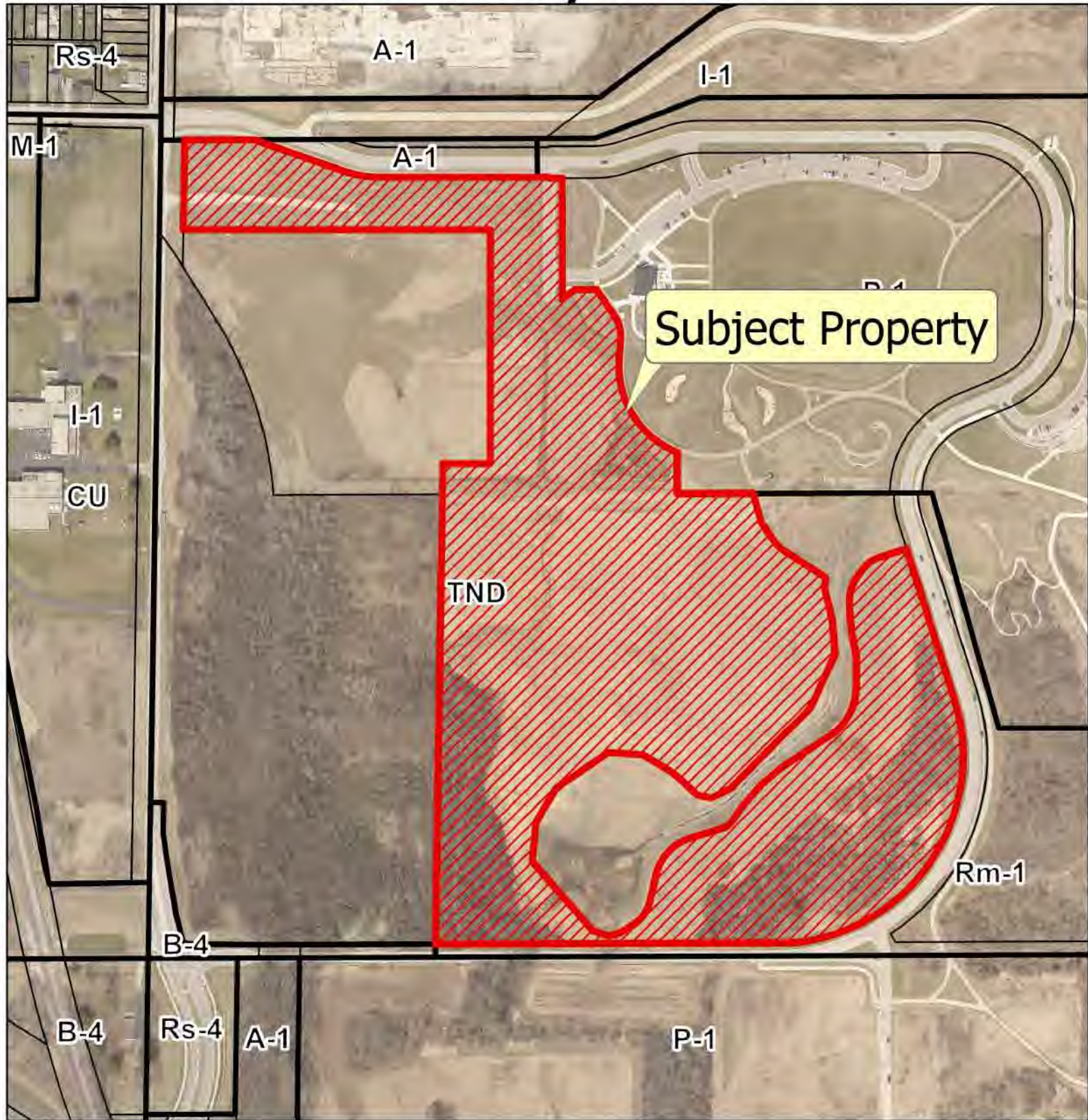
Kari Papelbon, CFM, AICP
Senior Planner

Attachments:

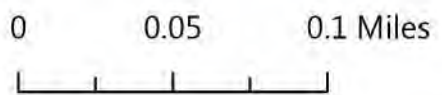
- Location Map
- Master Bylaws (27 pages)
- Residences Bylaws (27 pages)
- Master Declaration (50 pages)
- Residences Declaration (44 pages)
- Master Condominium Plat (10 pages)
- Residences and Clubhouse Plat (11 pages)

Location Map

4005 E. Lake Vista Pkwy.



This map is not a survey of the actual boundary of the property this map depicts



Legend

- Zoning
- Official Street Map
- Floodway
- Flood Fringe
- Parcels
- 4005 E. Lake Vista Pkwy.



**BYLAWS
OF
LAKESHORE COMMONS MASTER
CONDOMINIUM OWNER'S
ASSOCIATION, INC.**

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**BYLAWS
OF
LAKESHORE COMMONS MASTER CONDOMINIUM
OWNER'S ASSOCIATION, INC.**

ARTICLE I. PURPOSES

The purposes for which this Corporation is organized and shall be operated are as follows: (1) to serve as an association of Unit Owners in the Association under the Act; (2) to serve as a means through which the Unit Owners may collectively and efficiently administer, manage, operate and control the condominium in accordance with the Act and the Declaration; and (3) to engage in any lawful activity included in and permitted under the Act, the Declaration and the purposes for which a nonstock corporation may be organized.

ARTICLE II. OFFICES

Section 2.01 Principal Office. The principal office of the Association shall be located at as stated on file with the Wisconsin Department of Financial Institutions. The Association may have such other offices, either within or without the State of Wisconsin, as the Board of Directors may designate from time to time.

Section 2.02 Registered Agent Office. The registered office shall be F Street OCLV, LLC, 1134 N. 9th Street, Suite 220, Milwaukee, WI 53233, Attention Josh Lurie, or as stated on file with the Wisconsin Department of Financial Institutions from time to time.

ARTICLE III. ASSOCIATION

Section 3.01 Membership. The Association shall have one (1) class of voting Membership. The Members shall be all the Unit Owners. Each Unit will have the number of votes identified on Exhibit C of the Declaration. Every Unit Owner, upon acquiring title to a Unit under the terms of the Declaration shall automatically become a Member of the Association and shall remain a Member thereof until such time as his ownership of such Unit ceases for any reason, at which time his Membership in the Association shall automatically cease. In the event a Unit is owned by more than one person or entity, the person or entity who shall be entitled to vote for the Unit shall be the person or entity named on a certificate executed by all of the co-owners of the Unit and filed with the Secretary of the Association.

Section 3.02 Unit Owner Prohibited from Voting. No Unit Owner may cast a vote if the Association has a lien against the Unit for an unpaid amount due the Association, or if the Association has instituted an action to perfect a lien and the amount necessary to release such lien has not been paid at the time of such meeting, or if the amount necessary to release an instituted lien action has not been escrowed with a title insurance company authorized to do business in the State of Wisconsin.

Section 3.03 Proxies. Any Unit's vote may be cast pursuant to a proxy executed by the Unit Owner, either on paper/hard copy or by electronic means. No proxy shall be revocable except by actual notice of revocation given to the presiding officer of the meeting by the Unit Owner or by the majority in interest of the co-owners. All proxies must be filed with the Secretary of the Association before the time of the meeting for which they are given. Proxies may be filed with the Secretary either on paper/hard copy or by electronic means. Every proxy shall state the time at which it shall terminate, the date it was executed and that it shall not be revocable without notice. In any event, except with respect to proxies in favor of a Mortgagee, no proxy shall be valid for a period in excess of one hundred eighty (180) days.

Section 3.04 Membership Roster. The Secretary of the Association shall maintain a Membership Roster which states the name, address, and email address of each person or entity entitled to cast a vote on behalf of a Unit. Co-owners of a Unit shall provide the Association with a certificate naming the individual or entity entitled to vote on behalf of the Unit. Any change in the designation of the individual or entity entitled to vote shall be delivered to the Secretary of the Association.

Section 3.05 Annual Meetings. Unless otherwise determined by the Board of Directors, annual meetings of the Association shall be held during the month of May each year or at such other time to be set by the Board of Directors. Meetings of the Association shall be held at a suitable place (whether physical or virtual) convenient to Unit Owners as from time to time may be designated by the Board of Directors.

Section 3.06 Special Meetings. The President, or the Board of Directors, or the Members having twenty-five percent of the votes in the Association, may call a special meeting. The only issues which may be addressed at a special meeting are those issues stated in the notice of such meeting.

Section 3.07 Notice of Meetings. The Secretary shall cause to be sent to each Unit Owner written notice of the time, place (whether physical or virtual), and purpose or purposes of all general and special meetings of the Association. Such notice shall be given at least ten (10) days but no more than thirty (30) days in advance of the meeting. Such notice shall be sent by United States mail, first class postage prepaid, or via electronic mail.

Section 3.08 Conduct of Meetings. The minutes of all meetings shall be kept in a minute book maintained for the Association by the Secretary. The then current Robert's Rules of Order or any other rules of procedure acceptable to a majority of the votes of Unit Owners shall govern the conduct of all meetings of the Association when not in conflict with these Bylaws, the Declaration or the Act. All votes shall be tallied by a person or persons appointed by the presiding officer of the meeting.

Section 3.09 Majority Required to Act. Except as otherwise required by the Act, the Declaration or these Bylaws, decisions of the Association shall be made by a majority of the votes of Unit Owners present, in person or by proxy, at a meeting of the Association at which a quorum is present. Presence "in person" at a meeting may be via video or digital means if the Association has access to such technology.

Section 3.10 Quorum. A quorum for the purposes of general or special meetings shall consist of 33.33% of the votes entitled to vote unless otherwise required by the Act, Declaration, or any of the Condominium Instruments.

Section 3.11 Action Without Meeting By Written Ballot. Any action required or permitted by any provision of the Wisconsin Nonstock Corporation Law, the Declaration, the Articles of Incorporation, or these Bylaws to be taken by the vote of the unit owners may be taken without a meeting if the Association delivers a written ballot to every unit owner entitled to vote on the matter. The written ballot may be delivered to the unit owner by any of the methods set forth in Article III, Section 3.07 above. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than election of directors, and the time by which the ballot must be received by the Secretary of the Association in order to be counted. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Ballots may be returned to the Secretary via electronic mail. Once received by the Secretary of the Association, a written ballot may not be revoked.

Section 3.12 Declarant's Voting. The Declarant shall be entitled to the number of votes identified on Exhibit C of the Declaration for each Unit owned by Declarant. Notwithstanding the foregoing provisions for voting, the Declarant shall be deemed to have sufficient votes to constitute a majority of votes until all of Declarant's Units are sold; provided, however, that Declarant's control shall cease as provided in Section 3.13 below.

Section 3.13 Declarant's Control. Subject to Article IV below, Declarant, or a person or persons authorized by it may appoint and remove the Directors and Officers of the Association and exercise powers and responsibilities of the Association; provided, however, that such control shall cease the earlier of (a) ten (10) years after the first Unit is conveyed to a purchaser other than the Declarant (unless the Act is amended to permit a longer period, in which event, such longer period shall apply), (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Elements, or (c) thirty (30) days after the Declarant's election to waive its right of control.

ARTICLE IV. BOARD OF DIRECTORS

Section 4.01 General Powers. The affairs of the corporation shall be managed by its Board of Directors. The Board of Directors shall utilize and distribute the net earnings and principal funds of the Association solely in accordance with the purposes for which the Association was organized.

Section 4.02 Number. Notwithstanding any provision set forth in these Bylaws to the contrary, the Declarant shall designate the initial Board, none of whom must be Members, consisting of three (3) persons who shall have all of the rights and powers reserved to the Board under these Bylaws. Such Directors, or successors to any of them as designated by Declarant, shall continue to serve until their successors are elected as set forth herein.

Prior to the conveyance of twenty-five percent (25%) of the Common Element interest to purchasers, the Association shall hold a meeting and the Members other than the Declarant shall elect at least twenty-five percent (25%) of the Directors. Prior to the conveyance of fifty percent (50%) of the Common Element interest to purchasers, the Association shall hold a meeting and the Members other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the Directors. Until expiration of Declarant's control (as set forth in Section 3.13 above) occurs, the Board shall consist of a Unit Owner of the Multi Family Unit, a Unit Owner of the Single Family Unit, and a Declarant designated Director.

Not later than forty-five (45) days after the expiration of Declarant's control (as set forth in Section 3.13 above), the Association shall hold a meeting and the Members shall elect a Board of five (5) Directors of the Association. Each Member of the Board of Directors must be a Unit Owner. At least one Director must be elected from each of the following Unit types: Multi Family Unit, Single Family Unit, Villa Unit, Townhome Unit, and if applicable Commercial Unit. To the extent a Commercial Unit has not yet been designated, the fifth (5th) Director can be elected from any of the Unit types. The Directors shall take office upon election. If and when a Commercial Unit is declared and in existence, such Director shall be elected at the then next annual meeting to replace the duplicate Unit type Director. The Directors shall serve until their successors have been elected at the next succeeding annual meeting.

If a Unit or Units is/are owned by spouses or domestic partners, the spouses or domestic partners are prohibited from serving as Directors at the same time, regardless of the number of Units owned. If a Unit Owner has a delinquent assessment account with the Association, that Unit Owner cannot be elected as a Director. If at any time a Director becomes delinquent on paying assessments, the Director is required to resign from its Board position (and any Officer position held) unless it brings its account current within ten (10) days notice from the Board. If a Director shall cease to meet such qualifications during its term, he/she shall thereupon cease to be a Director and his/her place on the Board shall be deemed vacant.

Section 4.03 Term of Office. The directors will be elected to terms of two years. For a five member Board, in even years two directors will be elected and in odd years three directors will be elected.

Section 4.04 Powers and Duties. The Board of Directors shall have all of the powers and duties necessary or required for the administration and implementation of the affairs of the Association. Such powers and duties shall be exercised in accordance with the provisions of the Act, Declaration and any of the Condominium Instruments. Such powers and duties shall include, but not be limited to, the following:

- (A) To promulgate and enforce the Rules and Regulations.
- (B) To contract for and dismiss the services of accountants, attorneys, or other employees or agents and to pay to such persons reasonable compensation.
- (C) To adopt an annual budget, in which there shall be established the required contribution of each Unit Owner to the Common Expenses.

(D) To operate, maintain, repair, improve and replace the Common Elements and facilities as provided for in the Declaration and other Condominium Instruments.

(E) To ascertain the amount of and pay the Common Expenses.

(F) To enter into contracts, deeds, leases, or other written agreements and to authorize the execution and delivery thereof by the appropriate officers.

(G) To open and maintain bank accounts on behalf of the Association and designate the signatories required therefore.

(H) To initiate, prosecute and settle litigation for itself, the Association and the Condominium, provided that it shall make no settlement which results in a liability against the Board of Directors.

(I) To obtain property and casualty insurance on behalf of the Association as required by the Condominium Instruments with respect to the Units and the Common Elements, to obtain insurance in accordance with these Bylaws, and to settle any claim under any such policies of insurance.

(J) To repair or restore the Property as required by the Act and/or the Declaration.

(K) To keep adequate books and records as required by the Act and the Condominium Instruments.

(L) To approve and sign checks and issue payment vouchers.

(M) To pay off liens against any portion of the Property.

(N) To collect Assessments from Unit Owners and deposit the proceeds thereof in the proper accounts.

(O) To borrow money and enter into promissory notes on behalf of the Association when required in connection with the operation and maintenance of the Common Elements; provided, however, that at no time shall there be borrowed or owed in excess of Five Thousand Dollars (\$5,000), other than trade debt incurred in the ordinary course of business (payable within 45 days or less), without the prior consent of at least sixty-seven percent (67%) of the votes obtained at a meeting duly called and held for such purpose.

(P) Contract for the services of an Owners' Managing Agent and to delegate to an Owners' Managing Agent all of its foregoing powers, duties and responsibilities referred to above except for those set forth in subparagraphs (A), (C), (F) (except for contracts under \$5,000.00), (G), (H), (I), and (Q) above. The Owners' Managing Agent shall be a bona fide business enterprise. Such firm shall have a minimum of two years' experience in real estate residential management. The Owners' Managing Agent shall perform such duties and services as the Board of Directors shall authorize. The compensation of the Owners' Managing Agent shall be established by the Board of Directors.

(Q) To appoint an Architectural Control Committee which shall be empowered to review and approve all exterior improvements, alterations and modifications to the Condominium.

Section 4.05 Regular Meetings. The Board of Directors may provide, by resolution, the time and place, either virtual or within the State of Wisconsin, for the holding of regular meetings.

Section 4.06 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. The person or persons calling such meetings shall fix any time or place, either virtual or within the State of Wisconsin, for holding any special meeting of the Board of Directors.

Section 4.07 Removal of Members of the Board of Directors. Any Director may be removed from office either with or without cause, by the affirmative vote of a majority of Directors then in office, taken at a special meeting of Directors called for that purpose.

Section 4.08 Incapacity or Death of a Director. If a Director becomes incapacitated to the extent he is unable to perform his duties as a Director, or if a Director dies during his term as a Director, then a replacement Director shall be chosen as provided for in Section 4.09 below of this Article.

Section 4.09 Vacancies. Any vacancy occurring in the Board of Directors may be filled until the next succeeding annual election by the affirmative vote of a majority of the Directors then in office, although less than a quorum of the Board of Directors.

Section 4.10 Notice. Notice of a regular meeting shall be given at least ten (10) business days prior to the date thereof and notice of any special meeting shall be given at least forty-eight (48) hours prior to the time thereof. Notices may be given orally or by written notice delivered personally, mailed by United States Mail or by Federal Express or some other similar form of commercial delivery system or sent by email or other electronic means to each Director at his last known address. If mailed, a notice shall be deemed to be delivered when deposited in the United States Mail or when deposited with a Federal Express agent or some other agent of a similar form of commercial delivery system so addressed with postage thereon prepaid. If notice is given by email, such notice shall be deemed to be delivered when sent to the email address provided by the Director. Whenever any notice is required to be given to any Directors of the Association under the provisions of these Bylaws or under the provisions of the Articles of Incorporation or under the provisions of any statute, a waiver thereof in writing, signed at any time, whether before or after the time of meeting, by the Director entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting except where a Director attends a meeting and objects thereafter to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 4.11 Telephone Meetings. The Board of Directors may conduct its meetings by means of a conference telephone, videoconference, or similar communication equipment if all persons participating in such meeting can hear and talk to each other at the same time. Such participation shall constitute presence in person at any such meeting.

Section 4.12 Quorum. A majority of the Directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than a quorum is present at a meeting a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 4.13 Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present, shall be the act of the Board of Directors, unless the act of a greater number is required by these Bylaws or by law.

Section 4.14 Compensation. The Board of Directors, by affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its Members or the fact that they may also be Officers, may establish reasonable compensation of all Directors for services rendered to the Association as Directors or otherwise, or may delegate such authority to an appropriate committee.

Section 4.15 Presumption of Assent. A Director of the corporation who is present at a meeting of the Board of Directors or a committee thereof at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof, or shall forward such dissent by registered mail to the Secretary of the Association within twenty-four (24) hours after the adjournment of the meeting. Such right to dissent shall not apply to a Director who has voted in favor of such action.

Section 4.16 Informal Action. Any action required or permitted to be taken at any meeting of the Board of Directors or any committee thereof may be taken without a meeting if a consent in writing setting forth the action so taken shall be provided by all of the Directors or Members of such committee.

Section 4.17 Committees. The Board of Directors may appoint and dismiss committees made up of Unit Owners as the Board of Directors from time to time deems desirable to assist in the administration or operation or affairs of the Condominium.

Section 4.18 Minutes. Minutes of all meetings of the Board of Directors and its committees shall be made and filed in the Association's Minute Book.

Section 4.19 Insurance Trustee. The Board of Directors shall have the right (but shall not be required) to designate any bank, trust company, management agent, savings and loan association, building and loan association, insurance company or any institutional lender, or the Association, as the Insurance Trustee, and all parties beneficially interested in such insurance coverage shall be bound thereby. The Insurance Trustee at the time of the deposit of such policies and endorsements shall acknowledge that the policies and any proceeds therefrom will be held in accordance with the terms of these Bylaws. The Insurance Trustee shall not be liable for the payment of premiums, the renewal of the policies, the sufficiency of coverage, the form or content of the policies, the correctness of any amounts received by it on account of the proceeds of any insurance policies, nor the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to

receive such proceeds as are paid to it and to hold the same in trust for the purposes elsewhere stated in these Bylaws, for the benefit of the Unit Owners and their respective Mortgagees.

ARTICLE V. OFFICERS

Section 5.01 Principal Officers. The principal Officers of the corporation shall be a President, one or more Vice Presidents, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary shall be elected by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary, or President and Vice President.

Section 5.02 Election and Terms of Office. The Officers shall be elected by the Board of Directors at its annual meeting. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each Officer shall hold office until the next annual meeting of the Board of Directors, or until his successor is duly elected and qualified, unless sooner terminated by his death, resignation or removal.

Section 5.03 Removal. Any Officer or agent elected or appointed by the Board of Directors may be removed by a majority vote of the Board of Directors whenever in its judgment the best interest of the Association will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment shall not of itself create contract rights.

Section 5.04 Vacancies. A vacancy in any principal office shall be filled by the Board of Directors for the unexpired portion of the term.

Section 5.05 President. The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Association. He shall, when present, preside at all meetings of the Association and Board of Directors. He may sign, with the Secretary or any other officer of the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or some other law to be otherwise signed or executed. In general the President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 5.06 Vice President. In the absence of the President or in the event of his death or inability to act, the Vice President or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President or Vice Presidents, as the case may be, shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 5.07 Secretary. The Secretary shall: (a) keep any minutes of the Board of Directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given;

(c) be custodian of the corporate books and records of the Association; (d) count all votes at any meeting of the Association; and, (e) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 5.08 Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation; (b) receive and give receipts for monies due-and payable to or from the Association to or from any source whatsoever; (c) deposit all monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws; and (d) in general, perform all of the duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 5.09 Salaries. Officers shall ordinarily serve without compensation, but in unusual circumstances the Board of Directors may approve salaries for the Officers. No Officer shall be prevented from receiving any salary by reason of the fact that he is also a Director of the Corporation.

Section 5.10 Qualifications. Notwithstanding Declarant's Control provisions identified in Section 3.13 above, all Officers must be Unit Owners.

ARTICLE VI. INDEMNIFICATION

Section 6.01 Definitions Relating to Indemnification. For the purposes of this Article VI, the following terms shall have the meanings ascribed to them in this section:

- (A) "Director" or "Officer" shall mean any of the following:
 - (i) a natural person who is or was a Director or Officer of the Association; or
 - (ii) a natural person who, while a Director or Officer of the Association, is or was serving at the Association's request as a Director, Officer, partner, trustee, member of any governing or decision-making committee, employee or agent of another corporation or foreign corporation, partnership, joint venture, trust or other enterprise.
- (B) "Expenses" shall include fees, costs, charges, disbursements, attorney fees and any other expenses incurred in connection with a proceeding.
- (C) "Liability" shall include the obligation to pay a judgment, settlement, penalty, assessment, forfeiture or fine, including any excise tax assessed with respect to an employee benefit plan, and reasonable expenses.
- (D) "Party" shall mean a natural person who was or is, or who is threatened to be made, a named defendant or respondent in a proceeding.
- (E) "Proceeding" shall mean any threatened, pending or completed civil, criminal, administrative or investigative action, suit, arbitration or other proceeding, whether formal or

informal, which involves foreign, federal, state or local law and which is brought by or in the right of the Association or by any other person.

Section 6.02 Mandatory Indemnification.

(A) The Association shall indemnify a Director or Officer, to the extent he has been successful on the merits or otherwise in the defense of a Proceeding, for all reasonable Expenses incurred in the Proceeding if the Director or Officer was a Party because of being a Director or Officer of the Association.

(B) In cases not included under subparagraph (A) above, the Association shall indemnify a Director or Officer against Liability incurred by the Director or Officer in a Proceeding to which the Director or Officer was a Party because he is a Director or Officer of the Association, unless Liability was incurred because the Director or Officer breached or failed to perform a duty he owes to the Association and the breach or failure to perform constitutes any of the following:

- (i) a willful failure to deal fairly with the Association or its Members in connection with a matter in which the Director or Officer has a material conflict of interest;
- (ii) a violation of criminal law, unless the Director or Officer had reasonable cause to believe his conduct was lawful or no reasonable cause to believe his conduct was unlawful;
- (iii) a transaction from which the Director or Officer derived an improper personal profit; or
- (iv) willful misconduct.

Determination of whether indemnification is required under this subparagraph (B) above, shall be made under the provisions of Section 6.03 below. The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of no contest or an equivalent plea shall not, by itself, create a presumption that indemnification of the Director or Officer is not required under this subparagraph (B).

(C) A Director or Officer who seeks indemnification under this section shall make a written request to the Association.

(D) Indemnification under this section is not required if the Director or Officer has previously received indemnification or allowance of the same expenses from any person, including the Association, in connection with the same Proceeding.

Section 6.03 Determination of Right to Indemnification. Unless provided otherwise by a written agreement between the Director or Officer and the Association, determination of whether indemnification is required under Section 6.02(B) shall be made by one of the following methods:

- (i) by a majority vote of a quorum of the Board of Directors consisting of the Directors who are not at the time Parties to the Proceedings or, if a quorum of disinterested Directors cannot be obtained, by a majority vote of a committee duly appointed by the Board of Directors (which appointment by the Board may be made by Directors who are Parties to the Proceeding) consisting solely of two or more Directors who are not at the time Parties to the Proceedings;
- (ii) by a panel of three arbitrators consisting of (a) one arbitrator selected by a quorum of the Board of Directors or its committee constituted as required under (i), above, or, if unable to obtain such a quorum or committee, by a majority vote of the full Board of Directors, including Directors who are Parties to the Proceedings, (b) one arbitrator selected by the Director or Officer seeking indemnification, and, (c) one arbitrator selected by the other two arbitrators;
- (iii) by a court of competent jurisdiction; or
- (iv) by any other method provided for under Section 6.05.

Section 6.04 Allowance of Expenses as Incurred. Upon written request by a Director or Officer who is a Party to a Proceeding, the Association may pay or reimburse his reasonable Expenses as incurred if the Director or Officer provides the Association with all of the following:

(A) a written affirmation of his good faith belief that he or she has not breached or failed to perform his duties to the Association; and

(B) a written undertaking, executed personally or on his behalf, to repay the allowance, and, if required by the Association, to pay reasonable interest on the allowance to the extent that it is ultimately determined under Section 6.03 above that indemnification under Section 6.02 above is not required and that indemnification is not ordered by a court under Section 6.06 below. The undertaking under this subparagraph shall be an unlimited general obligation of the Director or Officer and may be accepted without reference to his ability to repay the allowance. The undertaking may be secured or unsecured.

Section 6.05 Additional Rights to Indemnification and Allowance of Expense. Except as provided in this Section 6.05, the provisions of Section 6.02 and Section 6.04 above do not preclude any additional right to indemnification or allowance of Expenses that a Director or Officer may have under any of the following:

- (A) a written agreement between the Director or Officer and the Association; or
- (B) a resolution of the Board of Directors.

Regardless of the existence of an additional right to indemnification or allowance of Expenses, the Association shall not indemnify a Director or Officer or permit a Director or Officer to retain any allowance of Expenses unless it is determined by or on behalf of the Association that the Director or Officer did not breach or fail to perform a duty he owes to the Association which constitutes conduct under Section 6.02(B)(iv) above. A Director or Officer who is a Party to the same or related

Proceeding for which indemnification or an allowance of Expenses is sought may not participate in a determination under this subparagraph. None of the provisions contained in this Article VI shall affect the Association's power to pay or reimburse Expenses incurred by a Director or Officer in any of the following circumstances:

- (i) as a witness in a Proceeding to which he is not a Party; or
- (ii) as a plaintiff or petitioner in a Proceeding because he or she is or was an employee, agent, Director or Officer of the Association.

Section 6.06 Court Ordered Indemnification. Except as provided otherwise by written agreement between the Director or Officer and the Association, a Director or Officer who is a Party to a Proceeding may apply for indemnification to the court conducting the Proceeding or to another court of competent jurisdiction. Application shall be made for an initial determination by the court under the provisions of Section 6.03(iii) or for review by the court of an adverse determination under Section 6.03(i).

Section 6.07 Contract. The assumption by a person of a term of office as a Director or Officer of the Association, and the continuance in office or service of those persons who are any such Directors or Officers as of the adoption of this Article VI, shall constitute a contract between such person and the Association entitling him during such term of office or service to all of the rights and privileges of indemnification afforded by this Article VI as in effect as of the date of his assumption or continuance in such term of office or service, but such contract shall not prevent, and shall be subject to modification by, amendment of this Article VI at any time prior to receipt by the Association of actual notice of a claim giving rise to any such person's entitlement to indemnification hereunder.

Section 6.08 Insurance. The Association shall have power to purchase and maintain insurance on behalf of any person who is or was a Director or Officer of the Association, against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article VI or Chapter 181 of the Wisconsin Statutes.

Section 6.09 Effect of Invalidity. The invalidity or unenforceability of any provision of this Article VI shall not affect the validity or enforceability of any other provision of this Article VI or of these Bylaws.

ARTICLE VII. ASSESSMENTS

Section 7.01 Fiscal Year. The fiscal year of the Condominium shall commence on January 1 of each year (except that the first fiscal year shall commence upon the recording of the Declaration) and terminate on December 31 of such year unless otherwise determined by the Board of Directors.

Section 7.02 Preparation of Budget. The Board of Directors shall adopt a budget at least thirty (30) days before the beginning of the new fiscal year. The annual budget shall provide for an "operating fund" and upon the sale of the a Unit for a "working capital fund." Promptly upon completion of the budget, the Board of Directors shall send to each Unit Owner a copy of such

budget and a statement setting forth the obligation of each Unit Owner pursuant to the provisions of this Article VII to pay his Percentage Interest of the Common Expenses based upon such budget.

Section 7.03 Operating Fund. The operating fund shall be used for the payment of Common Expenses which the Association is required to pay on behalf of the Unit Owners pursuant to Section 6.01 of the Declaration. Such Common Expenses shall include normal and recurring expenses including, but not limited to, management services, special amenity fees, insurance, common services, administration, materials and supplies.

Section 7.04 Reserve for Replacement Fund. The reserve for replacement fund shall be used for future Common Expenses which the Association is required to pay on behalf of the Unit Owners. Such Common Expenses may include, but not be limited to, roof replacement and driveway/ parking lot resurfacing. These funds must be accounted for separately in the general ledger maintained by the Association.

Section 7.05 General Assessments. Each Unit shall receive a notice of annual Assessment promptly after the final budget is prepared. The final budget will show the amount assessed to the particular Unit, how that amount was determined, and that one-twelfth of the amount of the Assessment is due on the first day of each month of the year. The amount due on the first day of each month shall be paid by the Unit Owner to the Association or the Owners Managing Agent. Within ninety (90) days after the end of each fiscal year, the Board of Directors shall supply to all Unit owners an itemized accounting of the expenses incurred and paid by the Association for such fiscal year, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Directors for such fiscal year.

Section 7.06 Special Assessments. The Board of Directors, upon the affirmative vote of sixty-seven percent (67%) of all the Directors, may at any time assess a Special Assessment which shall be used to pay any deficiency in the operating fund, reserve replacement fund, or operating reserve fund. The Board of Directors shall also have the right to make any other Special Assessment as provided herein or in the Condominium Instruments upon the affirmative vote of sixty-seven percent (67%) of all the Directors. If such a Special Assessment is levied against a Unit for disrepair or maintenance cost of the Unit, or for any other matter stated in the Condominium Instruments, then the Unit Owner against whom the assessment is made shall pay the entire Special Assessment. Upon the determination of the amount of the Special Assessment, the Board shall give notice to all Unit Owners of the amount assessed to each Unit, the date when payment is due, and the reason for the Special Assessment.

Section 7.07 Penalty and Default in Payment. If any payment for any Assessment is not received by the Association within ten (10) days after the date such payment is due, a late payment penalty in an amount set in the Rules and Regulations shall be assessed against the Unit. In addition, the Board of Directors shall have the right and duty to attempt to recover such Assessments, together with interest thereon at the rate set in the Rules and Regulations, and the expenses of the proceedings, including actual attorneys' fees, in an action brought against such Unit Owner, and/or by foreclosure of the lien on such Unit granted by Section 703.165 of the Act. A suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same. The Board of Directors shall also have the right to prohibit such Unit Owner from voting at

a meeting of the Association or serving on the Board of Directors, if the Association has recorded a statement of condominium lien on such Unit and the amount necessary to release the lien has not been paid at the time of the meeting.

Section 7.08 Books and Accounts. The Treasurer shall keep the books and accounts of the Association in accordance with generally accepted accounting practices. The books and accounts of the Association shall be available for examination by the Unit Owners and contract purchasers, and/or their duly authorized agents or attorneys, and to the holder of any Mortgage, and/or its duly authorized agents or attorneys, during normal business hours.

Section 7.09 Transfer Fee. Each time ownership of a Unit is transferred from one party to another, in whole or in part, including by purchase, sale, foreclosure, tax foreclosure, or the taking of a deed in lieu of foreclosure, the transferee of the Unit shall pay a unit transfer fee to the Association in an amount equal to two months' installment for Association dues for such Unit under the budget then in effect. Each transfer fee payment shall be deposited by the Association into a working capital fund. Notwithstanding anything herein to the contrary, the following transfers are exempt from paying the fee:

- (A) When the transfer is to or from a trust where the sole beneficiary is the donor and Owner;
- (B) When the transfer is solely between spouses and/or domestic partners;
- (C) When the transfer is solely between a parent and his, her or their child;
- (D) When the transfer is from the Declarant to an affiliate or related entity; and
- (E) When the transfer is to or from the Association.

ARTICLE VIII. RULES AND REGULATIONS

Section 8.01 Rules and Regulations. The Board of Directors may promulgate Rules and Regulations for the use, repair and maintenance of the Units and Common Elements, provided, that such Rules and Regulations are not contrary to or inconsistent with the Act or any of the Condominium Instruments. Copies of changes to the Rules and Regulations shall be furnished by the Secretary of the Association to each Unit Owner prior to the time when the same shall become effective.

Section 8.02 Enforcement. The Rules and Regulations in effect from time to time shall be enforced by such means as the Association deems necessary and appropriate, including recourse to civil authorities, and court action if necessary, and daily monetary fines assessed by the Board of Directors consistent with the Rules and Regulations.

ARTICLE IX. INSURANCE

Section 9.01 Directors' and Officers' Liability and Fidelity. The Board shall obtain and maintain, in a reasonable amount, insurance coverage to protect against wrongful and dishonest acts

on the part of the Officers, Directors, employees and other agents of the Association, including the Owners Managing Agent, who either handle or are responsible for handling the funds held or administered by the Association. In addition, the Board shall obtain and maintain fidelity insurance covering officers, directors, property managers, employees, and other persons who handle or are responsible for handling Association funds. Such insurance shall be in an amount at least equal to no less than three (3) months operating expenses plus reserves on hand as of the beginning of the fiscal year and shall contain waivers of any defense based upon the exclusion of persons serving without compensation.

Section 9.02 Fire and Casualty. The Association shall maintain fire and broad form extended coverage insurance on the Buildings and the Common Elements, including, but not limited to any fixtures owned by the Association and the Unit Owners (but excluding the personal property of the Unit Owner), in an amount not less than the replacement value of the Buildings and the Common Elements from time to time, including endorsements for automatic changes in insurance coverage as fluctuating values may warrant and contingency endorsements covering nonconforming use. To the extent reasonably possible, the insurance shall provide: (i) that the insurer waives its rights of subrogation as to any claim against the Unit Owners, the Association, the Board of Directors and their respective family members, servants and agents; and (ii) that the insurance cannot be canceled, invalidated or suspended on account of the conduct of any one or more of the Unit Owners, or the Association, or their servants, agents and guests, without sixty (60) days prior written notice to the Association, which notice gives the Association an opportunity to cure the defect within that time. All required insurance shall be issued by an insurance company with a minimum of a B general policyholder's rating and of a class III financial size category in the Best's Key Rating Guide. The amount of protection and the types of hazards to be covered shall be reviewed by the Association at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary by the Association to conform to the requirements of replacement value insurance. The Board of Directors shall obtain a third-party insurance appraisal, to be updated at least every 5 years, to determine the full replacement value of the Property insured. Any Mortgagee may receive an insurance certificate upon ten (10) days prior written notice. The insurance shall be obtained in the name of the Association as trustee for each of the Unit Owners and their respective Mortgagees.

It is the express intent of the Association to provide the above coverage for all Common Elements, Units and Unit upgrades or betterments, together with all service machinery appurtenant thereto, as well as all personal property belonging to the association, but excluding any Unit Owner personal property, in an amount equal to the full replacement value, with code upgrades, without deduction for depreciation.

In the event of partial or total destruction of the Buildings and/or Common Elements and the Association determines to repair or reconstruct the Buildings and/or Common Elements according to Section X of the Declaration and Section 10.01 of these Bylaws, the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost of repairing and reconstructing the particular Building(s) and/or Common Element(s) which were damaged. If it is determined (according to Section 10.02 of the Declaration and Section 10.01 of these Bylaws) not to reconstruct or repair any particular Building and/or Common Element, then the proceeds shall be distributed according to Section 10.02 of the Declaration and Section 10.01 of these Bylaws.

Section 9.03 Public Liability Insurance. The Association shall provide public liability insurance covering the Common Elements in such amounts as may be determined at the discretion of the Board of Directors from time to time; provided, however, the amount of coverage shall not be less than Two Million Dollars (\$2,000,000) per single occurrence, which may be achieved using an underlying liability policy and an umbrella/excess liability policy. The Association may also provide worker's compensation insurance in such amounts as are determined by the Board of Directors to be necessary from time to time.

Section 9.04 Insurance Deductible. In the event of any insured loss on the Association's master insurance policy, the Association's deductible shall be the responsibility of the person or entity (including the Association) who would be responsible for such damage under the Condominium Instruments, in the absence of insurance. If the cause of loss originates within a Unit, the Unit Owner is responsible for the damage costs up to the Association's master insurance policy deductible. If the cause of the loss originates in more than one Unit or a Unit and the Common Elements, the responsibility for paying the Association's deductible shall be equitably apportioned by the Board in its sole discretion among the Unit(s) and/or Common Elements where the loss originated. .

Section 9.05 Unit Owner Insurance. The Unit Owners shall be responsible for and shall obtain insurance coverage for the personal property within the Unit, and also for coverage for Building/Additions and Alterations/Improvements and Betterments (Coverage A), and loss assessment coverage, at a minimum limit of the Association's master policy deductible.

ARTICLE X. REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY

Section 10.01 General Requirements.

(A) When Repair and Reconstruction are Required. Except as provided in paragraph (B) of this Section, in the event of damage to or destruction of all or any part of the Condominium as a result of fire or other casualty, the Board shall arrange for and supervise the prompt repair and restoration of the Condominium (excluding only betterments and improvements supplied or installed by, or other personal property of, the Unit Owners in the Units). Notwithstanding the foregoing, each Unit Owner shall have the right to supervise the interior cosmetic redecoration of his Unit.

By acceptance of the deed to a Unit, each Unit Owner shall be deemed to have consented to the foregoing authorization and direction for repair and reconstruction. Such authorization and direction shall be deemed continuous action by the Association by unanimous consent pursuant to Section 3.11 of these Bylaws, and shall constitute the determination by the Association and the Unit Owners to repair or reconstruct as required by the Act.

(B) When Reconstruction is not Required. If the Condominium is destroyed by fire or other casualty to an extent more than the available insurance proceeds, and, if within ninety (90) days after the date of such destruction, at least seventy-five percent (75%) of the votes in the Association agree to waive and terminate the Condominium form of ownership, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale and the insurance policies, if

any, shall be considered as one fund, and distributed by the Board of Directors or the Insurance Trustee, as the case may be, among all the Unit Owners in proportion to their respective Percentage Interest after first paying out of the share of each Unit Owner, to the extent sufficient for this purpose, the amount of any unpaid liens on such Unit Owner's Condominium Unit, in the order of the priority of such liens. Any Unit Owners whose Unit is subject to a Mortgage shall first obtain his Mortgagees' written consent to the Unit Owner's intended vote. Until the execution of judgment partitioning the Condominium, each Unit Owner, and his heirs, successors or assigns, shall have an exclusive right of occupancy of that part of the Condominium which formerly constituted his Unit.

Section 10.02 Procedure for Reconstruction and Repair.

(A) Cost Estimates. Immediately after a fire or other casualty causing damage to any part of the Condominium, the Board shall obtain detailed estimates of reconstruction and repair costs so as to restore the Condominium to a condition as good as that existing before such fire or other casualty. Such costs may also include professional fees and premiums for such bonds as the Board determines to be necessary or desirable.

(B) Casualty Assessments. If the proceeds of insurance maintained by the Board are not sufficient to defray the estimated costs of reconstruction and repair, or if at any time during reconstruction and repair the funds for the payment thereof are insufficient, special casualty assessments in sufficient amount(s) to provide payment of such costs shall be deemed to be a general obligation of all Unit Owners; accordingly, the Board shall levy such special casualty assessments against all Unit Owners in proportion to the respective Percentage Interest of all Units. Special casualty assessments shall not require the approval of the Association, anything in these Bylaws to the contrary notwithstanding.

(C) Determination of Amount of Special Casualty Assessment; Use of Reserve for Replacement Funds. If the Board determines that the repair or reconstruction of any portion of the Condominiums (including one or more Buildings) after a casualty will, upon completion, materially reduce the necessity of maintaining any Reserve for Replacement Fund at its then current level, the Board may utilize such Reserve for Replacement Fund to the extent it deems appropriate to reduce or eliminate the amount of any special casualty assessment.

(D) Plans and Specifications. Except upon the approval of the Association as provided in the Bylaws or this Declaration, any reconstruction or repair of the Condominium in accordance with this Article shall be made substantially in accordance with the plans and specifications under which the Condominium originally was constructed, subject to the requirements of applicable law at the time of such reconstruction or repair.

Section 10.03 Disbursements.

(A) Construction Fund. The net proceeds of insurance collected on account of casualty, together with any sums received by the Board of Directors from collections or special casualty assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner: If the estimated cost of reconstruction and repair is One Hundred Thousand Dollars

(\$100,000) or less, then the construction fund shall be disbursed in payment of such costs upon order of the Board of Directors; if the estimated cost of reconstruction and repair is more than One Hundred Thousand Dollars (\$100,000), then the construction fund shall be disbursed in payment of such costs by the Board of Directors or Insurance Trustee (if one has been designated by the Board of Directors) upon approval of an architect qualified to practice in the State of Wisconsin and employed by the Board of Directors or the Insurance Trustee, as the case may be, to supervise such reconstruction and repair, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by the various contractors, subcontractors, materialmen, the architect and other persons who have rendered services or furnished materials in connection with such reconstruction and repair and stating that: (i) the sums requested by them in payment are justly due and owing and do not exceed the value of the services and materials furnished; (ii) there is no other outstanding indebtedness known to such architect for the services and materials described; and (iii) the cost as estimated by such architect for the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining after payment of the sum so requested.

(B) Surplus. The first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds and, if there is a balance in the construction fund after the payment of all of the costs of reconstruction and repair for which the fund is established, such balance shall be divided among all Unit Owners who paid special casualty assessments levied pursuant to Section 10.02 above of this Article in proportion to their payments.

(C) Common Elements. When damage is to both Common Elements and Units, the insurance proceeds shall be applied first to the cost of replacing and repairing those portions of the Common Elements which enclose and/or service the Units, next to the cost of replacing and repairing the perimeter walls of the Units, next to the cost of replacing and repairing the other Common Elements, and then the balance, if any, to the cost of replacing and repairing the Units.

(D) Certificate. The Board of Directors or Insurance Trustee (if one has been designated by the Board of Directors) shall be entitled to rely upon a certificate executed by the President (or the Vice President) and the Secretary of the Association, certifying (i) whether the damaged property is required to be reconstructed and repaired, (ii) the name of the payee and the amount to be paid with respect to disbursement from any construction funds, and (iii) all other matters concerning the holding and disbursing of any construction fund. Any such certificate shall be delivered to the Board of Directors or Insurance Trustee, as the case may be, promptly after request.

Section 10.04 Common Elements: When Reconstruction Is Not Required. If the Board of Directors elects not to repair insubstantial damage to the Common Elements, it shall cause the removal of all remains of the damaged improvements and restoration of the site thereof to an acceptable condition compatible with the remainder of the Condominium, and the balance of any insurance proceeds received on account of such damage shall be distributed among all Unit Owners in proportion to their respective Percentage Interests.

ARTICLE XI. COMPLIANCE AND DEFAULT

Section 11.01 Unit Owners. All Unit Owners shall be governed by and shall comply with the provisions of the Act and the Condominium Instruments, as any of the same may be amended from time to time. A default by a Unit Owner shall entitle the Association or an aggrieved Unit Owner to the relief as provided in this Article XI.

Section 11.02 Fines. The Board of Directors may establish and assess fines against Unit Owners for every violation of the Condominium Instruments or the Act by the Unit Owner, his family members, guests, invitees, lessee, employees and/or agents. Such fines, as well as a grievance procedure, shall be set forth in the Rules and Regulations. As provided in §703.165 of the Act, fines and penalties are deemed Assessments and shall be collectible as such. In any proceeding arising out of any alleged violation by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorneys' fees as may be determined by the court in which the proceeding has been held.

Section 11.03 Waiver. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

ARTICLE XII. MISCELLANEOUS

Section 12.01 Amendments. These Bylaws may be altered, amended or repealed and new Bylaws adopted by the Members by an affirmative vote of Unit Owners of Units to which at least sixty-seven (67%) of the votes in the Association appertain. The amendment shall be effective when it is duly adopted and notice of such amendment is delivered to the Unit Owners.

Section 12.02 Notices. All notices required under these Bylaws shall be in writing and shall be deemed to have been duly given upon delivery if delivered personally, upon mailing if sent by United States mail, first-class postage prepaid, by email, or otherwise as the Act may require or permit, at the following:

(A) if to the Unit Owner, at the address or email address shown on the Membership Roster; and

(B) if to the Association or the Owners Managing Agent, at the registered office of the Association.

Section 12.03 Invalidity. The invalidity or unenforceability of any provision of these Bylaws shall not affect the validity or enforceability of any other provision of these Bylaws.

Section 12.04 Captions. The captions and headings of various paragraphs and sections of these Bylaws are for convenience only and are not to be construed as defining or limiting the scope or intent of the provisions thereof.

Section 12.05 Internal Revenue Code. Notwithstanding anything herein contained to the contrary, no action shall be required or permitted to be taken under these Bylaws or by the Officers or

Directors of this corporation which would not be permitted to be taken by an organization described in 528 of the Internal Revenue Code of 1986, as amended.

Section 12.06 Number and Gender. Whenever used herein, the singular number shall include the plural, the plural the singular, and use of any gender shall include all genders.

Section 12.07 Conflicts. These Bylaws are intended to comply with the requirements of the Act. In case there is any conflict between the provisions of the Act or of the documents listed below, or between the various documents listed below, the Act or the document, as the case may be, shall control in the following Order:

- (a) The Act;
- (b) The Declaration;
- (c) The Plat;
- (d) The Articles of Incorporation;
- (e) These Bylaws

Section 12.08 Defined Terms. The following terms shall have the following meanings herein:

“Act” means Chapter 703 of the Wisconsin Statutes and known as the Condominium Ownership Act, as amended from time to time.

“Architectural Control Committee” means the committee which the Board of Directors shall establish for the purpose of reviewing and approving any and all exterior alterations, improvements or modifications to the Condominium.

“Assessments” refers to both General Assessments and Special Assessments and means the amount determined by the Association to be due with respect to a Unit for Common Expenses, fines or penalties as more fully defined in §703.165 of the Act.

“Association” means Lakeshore Commons Master Condominium Owner’s Association, Inc.

“Board of Directors” means the governing body of the Association.

“Building(s)” means any structure containing one or more Units which is situated on the Property.

“Bylaws” means the Bylaws of the Association.

“Common Expenses” means all of the expenses of the Association.

“Common Elements” refers to both the “General Common Elements” and the “Limited Common Elements,” and means all of the Condominium other than the Units.

“Condominium” means Lakeshore Commons Master Condominium.

“Condominium Instruments” consist of the Condominium’s Articles, Bylaws, Rules and Regulations, Floor Plans, Specifications, Surveys, Plat Maps, Management Agreement, if any, and the Declaration.

“Declaration” means the Declaration of Condominium at Lakeshore Commons Master Condominium.

“Director” means a Member of the Board of Directors of the Association.

“FNMA” means the Federal National Mortgage Association.

“General Assessments” means the amount determined by the Association to be due with respect to a Unit for Common Expenses.

“General Common Elements” means all Common Elements except for any Limited Common Elements, a more particularly described in the Declaration.

“Limited Common Elements” means those portions of the Common Elements reserved for the exclusive use of one or more but less than all of the Units, as more particularly described in the Declaration.

“Owners Managing Agent” means any individual or entity employed by the Association to perform duties and services for the Condominium in accordance with the Act or the Condominium documents.

“Percentage Interest” means the undivided ownership interest in the Common Elements appurtenant to each Unit expressed as a percentage and identified for each respective Unit in Exhibit C of the Declaration.

“Majority” means more than 50% of the votes assigned to the Units by the Declaration.

“Mortgage” means any recorded mortgage or land contract encumbering a Unit.

“Mortgagee” means the holder of any recorded Mortgage encumbering one or more Units or land contract vendor.

“Member” means every Unit Owner, who by his status as a Unit Owner is also a Member of the Association.

“Membership Roster” means the list of all Unit Owners entitled to vote at all general and special meetings.

“Plat” means the Lakeshore Commons Master Condominium Plat, attached to the original Declaration as Exhibit B, of the Condominium being recorded pursuant to the Act simultaneously with the Declaration and constituting a part of the Declaration, as the same may be amended from time to time.

“Property” means the real property as described on Exhibit A to the Declaration, and any amendment thereto.

“Residential Declaration” means that certain Declaration of Condominium at The Residences and Clubhouse at Lakeshore Commons Condominium.

“Rules and Regulations” means the Rules and Regulations for the Condominium adopted and amended from time to time by the Board of Directors.

“Special Assessment” means any assessment made against the Unit Owner and his Unit by the Association as provided in Section 8.3(b) of the Declaration.

“Unit” means that part of the Condominium designed and intended for the exclusive and independent use, enjoyment and possession by, or under the authority of, its Owner, as further defined herein..

“Unit Owner” means any natural person, corporation, partnership, association, trust or other entity capable of holding title to real property, or any combination thereof which holds legal title to a Unit or has equitable ownership to a Unit as a land contract vendee, but does not include any Mortgagee before such Mortgagee takes title to a Unit by foreclosure or process in lieu thereof, or any land contract vendor of a Unit.

Any capitalized term that is not herein defined shall have the same meaning as provided for in the Act and/or the Declaration.

ARTICLE XIII. LEASING RESTRICTIONS

Section 13.01 Owner Occupancy Required.

(A) Except as provided in Section 13.01(B) below, Units must be occupied by the title owner of the Unit (the “Owner Occupancy Requirement”). For purposes of this section, the Owner Occupancy Requirement will not be breached if the occupants are the unit owner's immediate family members, herein defined as a parent, child, spouse/domestic partner, sibling, grandparent, or grandchild, by blood, adoption, marriage, or registered domestic partner; further, if a Unit is owned by an entity, the Owner Occupancy Requirement shall be met if the person occupying the Unit has a substantial ownership interest in the entity or is a trustee or beneficiary of a Trust. The Board of Directors is entitled to ask for evidence showing the purported relationship or ownership interest in the unit. In no event will the Owner Occupancy Requirement apply to the Association, where the Unit is acquired by foreclosure of the Association's interest, either judicially or by accepting a deed in lieu of foreclosure.

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

- (i) The lease must be in writing and approved by the Association;
- (ii) The lease must be for the entire Unit, and no subleasing is allowed;

- (iii) The lease must be a one-time per year lease of no less than three (3) months and/or no more than two per year lease of no less than six (6) months, in each case to the same person for a lease term. For the avoidance of doubt, there shall be no leasing of a unit for less than three months once per year, and no more than two leases per year (whether two 6 month leases, or a 3 month and a 6 month lease) to different persons;
- (iv) The lease must designate that the use of the premises is subject to the Declaration, the Bylaws, and the Rules and Regulations of the Association;
- (v) A copy of the lease must be provided to the Secretary of the Association or the managing agent no less than 10 days prior to its execution for review and approval, with a final executed lease delivered within 10 days of execution;
- (vi) Owners of leased units must provide current contact information for their tenants;
- (vii) The owner and tenant must show proof of insurance within five (5) days of occupancy; and
- (viii) Every tenant is subject to the laws of Wisconsin governing landlord-tenant relations and regulations. If any Unit Owner (landlord) or tenant is in violation of any of the provisions of the Declaration or Bylaws, or both, including any rules and regulations, the Association may bring an action in its own name or that of Unit Owner, or both, to have the tenant evicted or recover damages, or both. The Association shall give the tenant and the Unit Owner written notice of the nature of the violation, and have twenty (20) days from the mailing of the notice of the nature of the violation in which to cure the violation before the Association may file for eviction.

(C) Short-term Rentals Prohibited. No space in any Unit may be rented and no transient tenants may be accommodated, even if the unit owner is present during the occupancy. Except as provided in Section 13.01(B)(iii) above, rentals through similar services such as AirBnb and VRBO are expressly prohibited.



**BYLAWS
OF
THE RESIDENCES AND CLUBHOUSE OF
LAKESHORE COMMONS
CONDOMINIUM OWNER'S
ASSOCIATION, INC.**

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**BYLAWS
OF
THE RESIDENCES AND CLUBHOUSE OF LAKESHORE COMMONS
CONDOMINIUM OWNER'S ASSOCIATION, INC.**

ARTICLE I. PURPOSES

The purposes for which this Corporation is organized and shall be operated are as follows: (1) to serve as an association of Unit Owners in the Association under the Act; (2) to serve as a means through which the Unit Owners may collectively and efficiently administer, manage, operate and control the condominium in accordance with the Act and the Declaration; and (3) to engage in any lawful activity included in and permitted under the Act, the Declaration and the purposes for which a nonstock corporation may be organized.

ARTICLE II. OFFICES

Section 2.01 Principal Office. The principal office of the Association shall be located at as stated on file with the Wisconsin Department of Financial Institutions. The Association may have such other offices, either within or without the State of Wisconsin, as the Board of Directors may designate from time to time.

Section 2.02 Registered Agent Office. The registered office shall be F Street OCLV, LLC, 1134 N. 9th Street, Suite 220, Milwaukee, WI 53233, Attention Josh Lurie, or as stated on file with the Wisconsin Department of Financial Institutions from time to time.

ARTICLE III. ASSOCIATION

Section 3.01 Membership. The Association shall have one (1) class of voting Membership. The Members shall be all the Unit Owners. Each Unit will have the number of votes identified on Exhibit C of the Declaration. Every Unit Owner, upon acquiring title to a Unit under the terms of the Declaration shall automatically become a Member of the Association and shall remain a Member thereof until such time as his ownership of such Unit ceases for any reason, at which time his Membership in the Association shall automatically cease. In the event a Unit is owned by more than one person or entity, the person or entity who shall be entitled to vote for the Unit shall be the person or entity named on a certificate executed by all of the co-owners of the Unit and filed with the Secretary of the Association.

Section 3.02 Unit Owner Prohibited from Voting. No Unit Owner may cast a vote if the Association has a lien against the Unit for an unpaid amount due the Association, or if the Association has instituted an action to perfect a lien and the amount necessary to release such lien has not been paid at the time of such meeting, or if the amount necessary to release an instituted lien action has not been escrowed with a title insurance company authorized to do business in the State of Wisconsin.

Section 3.03 Proxies. Any Unit's vote may be cast pursuant to a proxy executed by the Unit Owner, either on paper/hard copy or by electronic means. No proxy shall be revocable except by actual notice of revocation given to the presiding officer of the meeting by the Unit Owner or by the majority in interest of the co-owners. All proxies must be filed with the Secretary of the Association before the time of the meeting for which they are given. Proxies may be filed with the Secretary either on paper/hard copy or by electronic means. Every proxy shall state the time at which it shall terminate, the date it was executed and that it shall not be revocable without notice. In any event, except with respect to proxies in favor of a Mortgagee, no proxy shall be valid for a period in excess of one hundred eighty (180) days.

Section 3.04 Membership Roster. The Secretary of the Association shall maintain a Membership Roster which states the name, address, and email address of each person or entity entitled to cast a vote on behalf of a Unit. Co-owners of a Unit shall provide the Association with a certificate naming the individual or entity entitled to vote on behalf of the Unit. Any change in the designation of the individual or entity entitled to vote shall be delivered to the Secretary of the Association.

Section 3.05 Annual Meetings. Unless otherwise determined by the Board of Directors, annual meetings of the Association shall be held during the month of May each year or at such other time to be set by the Board of Directors. Meetings of the Association shall be held at a suitable place (whether physical or virtual) convenient to Unit Owners as from time to time may be designated by the Board of Directors.

Section 3.06 Special Meetings. The President, or the Board of Directors, or the Members having twenty-five percent of the votes in the Association, may call a special meeting. The only issues which may be addressed at a special meeting are those issues stated in the notice of such meeting.

Section 3.07 Notice of Meetings. The Secretary shall cause to be sent to each Unit Owner written notice of the time, place (whether physical or virtual), and purpose or purposes of all general and special meetings of the Association. Such notice shall be given at least ten (10) days but no more than thirty (30) days in advance of the meeting. Such notice shall be sent by United States mail, first class postage prepaid, or via electronic mail.

Section 3.08 Conduct of Meetings. The minutes of all meetings shall be kept in a minute book maintained for the Association by the Secretary. The then current Robert's Rules of Order or any other rules of procedure acceptable to a majority of the votes of Unit Owners shall govern the conduct of all meetings of the Association when not in conflict with these Bylaws, the Declaration or the Act. All votes shall be tallied by a person or persons appointed by the presiding officer of the meeting.

Section 3.09 Majority Required to Act. Except as otherwise required by the Act, the Declaration or these Bylaws, decisions of the Association shall be made by a majority of the votes of Unit Owners present, in person or by proxy, at a meeting of the Association at which a quorum is present. Presence "in person" at a meeting may be via video or digital means if the Association has access to such technology.

Section 3.10 Quorum. A quorum for the purposes of general or special meetings shall consist of 33.33% of the votes entitled to vote unless otherwise required by the Act, Declaration, or any of the Condominium Instruments.

Section 3.11 Action Without Meeting By Written Ballot. Any action required or permitted by any provision of the Wisconsin Nonstock Corporation Law, the Declaration, the Articles of Incorporation, or these Bylaws to be taken by the vote of the unit owners may be taken without a meeting if the Association delivers a written ballot to every unit owner entitled to vote on the matter. The written ballot may be delivered to the unit owner by any of the methods set forth in Article III, Section 3.07 above. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than election of directors, and the time by which the ballot must be received by the Secretary of the Association in order to be counted. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Ballots may be returned to the Secretary via electronic mail. Once received by the Secretary of the Association, a written ballot may not be revoked.

Section 3.12 Declarant's Voting. The Declarant shall be entitled to the number of votes identified on Exhibit C of the Declaration for each Unit owned by Declarant. Notwithstanding the foregoing provisions for voting, the Declarant shall be deemed to have sufficient votes to constitute a majority of votes until all of Declarant's Units are sold; provided, however, that Declarant's control shall cease as provided in Section 3.13 below.

Section 3.13 Declarant's Control. Subject to Article IV below, Declarant, or a person or persons authorized by it may appoint and remove the Directors and Officers of the Association and exercise powers and responsibilities of the Association; provided, however, that such control shall cease the earlier of (a) ten (10) years after the first Unit is conveyed to a purchaser other than the Declarant (unless the Act is amended to permit a longer period, in which event, such longer period shall apply), (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Elements, or (c) thirty (30) days after the Declarant's election to waive its right of control.

ARTICLE IV. BOARD OF DIRECTORS

Section 4.01 General Powers. The affairs of the corporation shall be managed by its Board of Directors. The Board of Directors shall utilize and distribute the net earnings and principal funds of the Association solely in accordance with the purposes for which the Association was organized.

Section 4.02 Number. Notwithstanding any provision set forth in these Bylaws to the contrary, the Declarant shall designate the initial Board, none of whom must be Members, consisting of three (3) persons who shall have all of the rights and powers reserved to the Board under these Bylaws. Such Directors, or successors to any of them as designated by Declarant, shall continue to serve until their successors are elected as set forth herein.

Prior to the conveyance of twenty-five percent (25%) of the Common Element interest to purchasers, the Association shall hold a meeting and the Members other than the Declarant shall elect at least twenty-five percent (25%) of the Directors. Prior to the conveyance of fifty percent (50%) of the Common Element interest to purchasers, the Association shall hold a meeting and the Members other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the Directors. Until expiration of Declarant's control (as set forth in Section 3.13 above) occurs, the Board shall consist of a Unit Owner of the Villa Unit, the Townhome Unit, and the Single Family Unit, with the Declarant representing at least one or more of the Unit types depending on the number of positions it is able to hold based on the turnover identified in this paragraph.

Not later than forty-five (45) days after the expiration of Declarant's control (as set forth in Section 3.13 above), the Association shall hold a meeting and the Members shall elect a Board of three (3) Directors of the Association. Each Member of the Board of Directors must be a Unit Owner. At least one Director must be elected from each of the following Unit types: Single Family Unit, Villa Unit, and Townhome Unit. The Directors shall take office upon election. The Directors shall serve until their successors have been elected at the next succeeding annual meeting.

If a Unit or Units is/are owned by spouses or domestic partners, the spouses or domestic partners are prohibited from serving as Directors at the same time, regardless of the number of Units owned. If a Unit Owner has a delinquent assessment account with the Association, that Unit Owner cannot be elected as a Director. If at any time a Director becomes delinquent on paying assessments, the Director is required to resign from its Board position (and any Officer position held) unless it brings its account current within ten (10) days notice from the Board. If a Director shall cease to meet such qualifications during its term, he/she shall thereupon cease to be a Director and his/her place on the Board shall be deemed vacant.

Section 4.03 Term of Office. The directors will be elected to terms of two years. For a three member Board, in even years one director will be elected and in odd years two directors will be elected.

Section 4.04 Powers and Duties. The Board of Directors shall have all of the powers and duties necessary or required for the administration and implementation of the affairs of the Association. Such powers and duties shall be exercised in accordance with the provisions of the Act, Declaration and any of the Condominium Instruments. Such powers and duties shall include, but not be limited to, the following:

- (A) To promulgate and enforce the Rules and Regulations.
- (B) To contract for and dismiss the services of accountants, attorneys, or other employees or agents and to pay to such persons reasonable compensation.
- (C) To adopt an annual budget, in which there shall be established the required contribution of each Unit Owner to the Common Expenses.
- (D) To operate, maintain, repair, improve and replace the Common Elements and facilities as provided for in the Declaration and other Condominium Instruments.

- (E) To ascertain the amount of and pay the Common Expenses.
- (F) To enter into contracts, deeds, leases, or other written agreements and to authorize the execution and delivery thereof by the appropriate officers.
- (G) To open and maintain bank accounts on behalf of the Association and designate the signatories required therefore.
- (H) To initiate, prosecute and settle litigation for itself, the Association and the Condominium, provided that it shall make no settlement which results in a liability against the Board of Directors.
- (I) To obtain property and casualty insurance on behalf of the Association as required by the Condominium Instruments with respect to the Units and the Common Elements, to obtain insurance in accordance with these Bylaws, and to settle any claim under any such policies of insurance.
- (J) To repair or restore the Property as required by the Act and/or the Declaration.
- (K) To keep adequate books and records as required by the Act and the Condominium Instruments.
- (L) To approve and sign checks and issue payment vouchers.
- (M) To pay off liens against any portion of the Property.
- (N) To collect Assessments from Unit Owners and deposit the proceeds thereof in the proper accounts.
- (O) To borrow money and enter into promissory notes on behalf of the Association when required in connection with the operation and maintenance of the Common Elements; provided, however, that at no time shall there be borrowed or owed in excess of Five Thousand Dollars (\$5,000), other than trade debt incurred in the ordinary course of business (payable within 45 days or less), without the prior consent of at least sixty-seven percent (67%) of the votes obtained at a meeting duly called and held for such purpose.
- (P) Contract for the services of an Owners' Managing Agent and to delegate to an Owners' Managing Agent all of its foregoing powers, duties and responsibilities referred to above except for those set forth in subparagraphs (A), (C), (F) (except for contracts under \$5,000.00), (G), (H), (I), and (Q) above. The Owners' Managing Agent shall be a bona fide business enterprise. Such firm shall have a minimum of two years' experience in real estate residential management. The Owners' Managing Agent shall perform such duties and services as the Board of Directors shall authorize. The compensation of the Owners' Managing Agent shall be established by the Board of Directors.
- (Q) To appoint an Architectural Control Committee which shall be empowered to review and approve all exterior improvements, alterations and modifications to the Condominium.

Section 4.05 Regular Meetings. The Board of Directors may provide, by resolution, the time and place, either virtual or within the State of Wisconsin, for the holding of regular meetings.

Section 4.06 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. The person or persons calling such meetings shall fix any time or place, either virtual or within the State of Wisconsin, for holding any special meeting of the Board of Directors.

Section 4.07 Removal of Members of the Board of Directors. Any Director may be removed from office either with or without cause, by the affirmative vote of a majority of Directors then in office, taken at a special meeting of Directors called for that purpose.

Section 4.08 Incapacity or Death of a Director. If a Director becomes incapacitated to the extent he is unable to perform his duties as a Director, or if a Director dies during his term as a Director, then a replacement Director shall be chosen as provided for in Section 4.09 below of this Article.

Section 4.09 Vacancies. Any vacancy occurring in the Board of Directors may be filled until the next succeeding annual election by the affirmative vote of a majority of the Directors then in office, although less than a quorum of the Board of Directors.

Section 4.10 Notice. Notice of a regular meeting shall be given at least ten (10) business days prior to the date thereof and notice of any special meeting shall be given at least forty-eight (48) hours prior to the time thereof. Notices may be given orally or by written notice delivered personally, mailed by United States Mail or by Federal Express or some other similar form of commercial delivery system or sent by email or other electronic means to each Director at his last known address. If mailed, a notice shall be deemed to be delivered when deposited in the United States Mail or when deposited with a Federal Express agent or some other agent of a similar form of commercial delivery system so addressed with postage thereon prepaid. If notice is given by email, such notice shall be deemed to be delivered when sent to the email address provided by the Director. Whenever any notice is required to be given to any Directors of the Association under the provisions of these Bylaws or under the provisions of the Articles of Incorporation or under the provisions of any statute, a waiver thereof in writing, signed at any time, whether before or after the time of meeting, by the Director entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting except where a Director attends a meeting and objects thereafter to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 4.11 Telephone Meetings. The Board of Directors may conduct its meetings by means of a conference telephone, videoconference or similar communication equipment if all persons participating in such meeting can hear and talk to each other at the same time. Such participation shall constitute presence in person at any such meeting.

Section 4.12 Quorum. A majority of the Directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than a quorum is present

at a meeting a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 4.13 Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present, shall be the act of the Board of Directors, unless the act of a greater number is required by these Bylaws or by law.

Section 4.14 Compensation. The Board of Directors, by affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its Members or the fact that they may also be Officers, may establish reasonable compensation of all Directors for services rendered to the Association as Directors or otherwise, or may delegate such authority to an appropriate committee.

Section 4.15 Presumption of Assent. A Director of the corporation who is present at a meeting of the Board of Directors or a committee thereof at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof, or shall forward such dissent by registered mail to the Secretary of the Association within twenty-four (24) hours after the adjournment of the meeting. Such right to dissent shall not apply to a Director who has voted in favor of such action.

Section 4.16 Informal Action. Any action required or permitted to be taken at any meeting of the Board of Directors or any committee thereof may be taken without a meeting if a consent in writing setting forth the action so taken shall be provided by all of the Directors or Members of such committee.

Section 4.17 Committees. The Board of Directors may appoint and dismiss committees made up of Unit Owners as the Board of Directors from time to time deems desirable to assist in the administration or operation or affairs of the Condominium.

Section 4.18 Minutes. Minutes of all meetings of the Board of Directors and its committees shall be made and filed in the Association's Minute Book.

Section 4.19 Insurance Trustee. The Board of Directors shall have the right (but shall not be required) to designate any bank, trust company, management agent, savings and loan association, building and loan association, insurance company or any institutional lender, or the Association, as the Insurance Trustee, and all parties beneficially interested in such insurance coverage shall be bound thereby. The Insurance Trustee at the time of the deposit of such policies and endorsements shall acknowledge that the policies and any proceeds therefrom will be held in accordance with the terms of these Bylaws. The Insurance Trustee shall not be liable for the payment of premiums, the renewal of the policies, the sufficiency of coverage, the form or content of the policies, the correctness of any amounts received by it on account of the proceeds of any insurance policies, nor the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust for the purposes elsewhere stated in these Bylaws, for the benefit of the Unit Owners and their respective Mortgagees.

ARTICLE V. OFFICERS

Section 5.01 Principal Officers. The principal Officers of the corporation shall be a President, one or more Vice Presidents, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary shall be elected by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary, or President and Vice President.

Section 5.02 Election and Terms of Office. The Officers shall be elected by the Board of Directors at its annual meeting. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each Officer shall hold office until the next annual meeting of the Board of Directors, or until his successor is duly elected and qualified, unless sooner terminated by his death, resignation or removal.

Section 5.03 Removal. Any Officer or agent elected or appointed by the Board of Directors may be removed by a majority vote of the Board of Directors whenever in its judgment the best interest of the Association will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment shall not of itself create contract rights.

Section 5.04 Vacancies. A vacancy in any principal office shall be filled by the Board of Directors for the unexpired portion of the term.

Section 5.05 President. The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Association. He shall, when present, preside at all meetings of the Association and Board of Directors. He may sign, with the Secretary or any other officer of the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or some other law to be otherwise signed or executed. In general the President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time. In addition, and as more fully set forth in Article III of the Master Condominium Declaration, the President of the Association shall have the sole authority to represent The Residences and Clubhouse at Lakeshore Commons Condominium with regard to all matters concerning the Master Association. A vote of the Association or Board shall bind the President with respect to any such matters.

Section 5.06 Vice President. In the absence of the President or in the event of his death or inability to act, the Vice President or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President or Vice Presidents, as the case may be, shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 5.07 Secretary. The Secretary shall: (a) keep any minutes of the Board of Directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given; (c) be custodian of the corporate books and records of the Association; (d) count all votes at any meeting of the Association; and, (e) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 5.08 Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation; (b) receive and give receipts for monies due-and payable to or from the Association to or from any source whatsoever; (c) deposit all monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws; and (d) in general, perform all of the duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 5.09 Salaries. Officers shall ordinarily serve without compensation, but in unusual circumstances the Board of Directors may approve salaries for the Officers. No Officer shall be prevented from receiving any salary by reason of the fact that he is also a Director of the Corporation.

Section 5.10 Qualifications. Notwithstanding Declarant's Control provisions identified in Section 3.13 above, all Officers must be Unit Owners.

ARTICLE VI. INDEMNIFICATION

Section 6.01 Definitions Relating to Indemnification. For the purposes of this Article VI, the following terms shall have the meanings ascribed to them in this section:

(A) "Director" or "Officer" shall mean any of the following:

- (i) a natural person who is or was a Director or Officer of the Association; or
- (ii) a natural person who, while a Director or Officer of the Association, is or was serving at the Association's request as a Director, Officer, partner, trustee, member of any governing or decision-making committee, employee or agent of another corporation or foreign corporation, partnership, joint venture, trust or other enterprise.

(B) "Expenses" shall include fees, costs, charges, disbursements, attorney fees and any other expenses incurred in connection with a proceeding.

(C) "Liability" shall include the obligation to pay a judgment, settlement, penalty, assessment, forfeiture or fine, including any excise tax assessed with respect to an employee benefit plan, and reasonable expenses.

(D) "Party" shall mean a natural person who was or is, or who is threatened to be made, a named defendant or respondent in a proceeding.

(E) “Proceeding” shall mean any threatened, pending or completed civil, criminal, administrative or investigative action, suit, arbitration or other proceeding, whether formal or informal, which involves foreign, federal, state or local law and which is brought by or in the right of the Association or by any other person.

Section 6.02 Mandatory Indemnification.

(A) The Association shall indemnify a Director or Officer, to the extent he has been successful on the merits or otherwise in the defense of a Proceeding, for all reasonable Expenses incurred in the Proceeding if the Director or Officer was a Party because of being a Director or Officer of the Association.

(B) In cases not included under subparagraph (A) above, the Association shall indemnify a Director or Officer against Liability incurred by the Director or Officer in a Proceeding to which the Director or Officer was a Party because he is a Director or Officer of the Association, unless Liability was incurred because the Director or Officer breached or failed to perform a duty he owes to the Association and the breach or failure to perform constitutes any of the following:

- (i) a willful failure to deal fairly with the Association or its Members in connection with a matter in which the Director or Officer has a material conflict of interest;
- (ii) a violation of criminal law, unless the Director or Officer had reasonable cause to believe his conduct was lawful or no reasonable cause to believe his conduct was unlawful;
- (iii) a transaction from which the Director or Officer derived an improper personal profit; or
- (iv) willful misconduct.

Determination of whether indemnification is required under this subparagraph (B) above, shall be made under the provisions of Section 6.03 below. The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of no contest or an equivalent plea shall not, by itself, create a presumption that indemnification of the Director or Officer is not required under this subparagraph (B).

(C) A Director or Officer who seeks indemnification under this section shall make a written request to the Association.

(D) Indemnification under this section is not required if the Director or Officer has previously received indemnification or allowance of the same expenses from any person, including the Association, in connection with the same Proceeding.

Section 6.03 Determination of Right to Indemnification. Unless provided otherwise by a written agreement between the Director or Officer and the Association, determination of whether indemnification is required under Section 6.02(B) shall be made by one of the following methods:

- (i) by a majority vote of a quorum of the Board of Directors consisting of the Directors who are not at the time Parties to the Proceedings or, if a quorum of disinterested Directors cannot be obtained, by a majority vote of a committee duly appointed by the Board of Directors (which appointment by the Board may be made by Directors who are Parties to the Proceeding) consisting solely of two or more Directors who are not at the time Parties to the Proceedings;
- (ii) by a panel of three arbitrators consisting of (a) one arbitrator selected by a quorum of the Board of Directors or its committee constituted as required under (i), above, or, if unable to obtain such a quorum or committee, by a majority vote of the full Board of Directors, including Directors who are Parties to the Proceedings, (b) one arbitrator selected by the Director or Officer seeking indemnification, and, (c) one arbitrator selected by the other two arbitrators;
- (iii) by a court of competent jurisdiction; or
- (iv) by any other method provided for under Section 6.05.

Section 6.04 Allowance of Expenses as Incurred. Upon written request by a Director or Officer who is a Party to a Proceeding, the Association may pay or reimburse his reasonable Expenses as incurred if the Director or Officer provides the Association with all of the following:

(A) a written affirmation of his good faith belief that he or she has not breached or failed to perform his duties to the Association; and

(B) a written undertaking, executed personally or on his behalf, to repay the allowance, and, if required by the Association, to pay reasonable interest on the allowance to the extent that it is ultimately determined under Section 6.03 above that indemnification under Section 6.02 above is not required and that indemnification is not ordered by a court under Section 6.06 below. The undertaking under this subparagraph shall be an unlimited general obligation of the Director or Officer and may be accepted without reference to his ability to repay the allowance. The undertaking may be secured or unsecured.

Section 6.05 Additional Rights to Indemnification and Allowance of Expense. Except as provided in this Section 6.05, the provisions of Section 6.02 and Section 6.04 above do not preclude any additional right to indemnification or allowance of Expenses that a Director or Officer may have under any of the following:

- (A) a written agreement between the Director or Officer and the Association; or
- (B) a resolution of the Board of Directors.

Regardless of the existence of an additional right to indemnification or allowance of Expenses, the Association shall not indemnify a Director or Officer or permit a Director or Officer to retain any allowance of Expenses unless it is determined by or on behalf of the Association that the Director or Officer did not breach or fail to perform a duty he owes to the Association which constitutes conduct under Section 6.02(B)(iv) above. A Director or Officer who is a Party to the same or related

Proceeding for which indemnification or an allowance of Expenses is sought may not participate in a determination under this subparagraph. None of the provisions contained in this Article VI shall affect the Association's power to pay or reimburse Expenses incurred by a Director or Officer in any of the following circumstances:

- (i) as a witness in a Proceeding to which he is not a Party; or
- (ii) as a plaintiff or petitioner in a Proceeding because he or she is or was an employee, agent, Director or Officer of the Association.

Section 6.06 Court Ordered Indemnification. Except as provided otherwise by written agreement between the Director or Officer and the Association, a Director or Officer who is a Party to a Proceeding may apply for indemnification to the court conducting the Proceeding or to another court of competent jurisdiction. Application shall be made for an initial determination by the court under the provisions of Section 6.03(iii) or for review by the court of an adverse determination under Section 6.03(i).

Section 6.07 Contract. The assumption by a person of a term of office as a Director or Officer of the Association, and the continuance in office or service of those persons who are any such Directors or Officers as of the adoption of this Article VI, shall constitute a contract between such person and the Association entitling him during such term of office or service to all of the rights and privileges of indemnification afforded by this Article VI as in effect as of the date of his assumption or continuance in such term of office or service, but such contract shall not prevent, and shall be subject to modification by, amendment of this Article VI at any time prior to receipt by the Association of actual notice of a claim giving rise to any such person's entitlement to indemnification hereunder.

Section 6.08 Insurance. The Association shall have power to purchase and maintain insurance on behalf of any person who is or was a Director or Officer of the Association, against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article VI or Chapter 181 of the Wisconsin Statutes.

Section 6.09 Effect of Invalidity. The invalidity or unenforceability of any provision of this Article VI shall not affect the validity or enforceability of any other provision of this Article VI or of these Bylaws.

ARTICLE VII. ASSESSMENTS

Section 7.01 Fiscal Year. The fiscal year of the Condominium shall commence on January 1 of each year (except that the first fiscal year shall commence upon the recording of the Declaration) and terminate on December 31 of such year unless otherwise determined by the Board of Directors.

Section 7.02 Preparation of Budget. The Board of Directors shall adopt a budget at least thirty (30) days before the beginning of the new fiscal year. The annual budget shall provide for an "operating fund" and upon the sale of the a Unit for a "working capital fund." Promptly upon completion of the budget, the Board of Directors shall send to each Unit Owner a copy of such

budget and a statement setting forth the obligation of each Unit Owner pursuant to the provisions of this Article VII to pay his Percentage Interest of the Common Expenses based upon such budget.

Section 7.03 Operating Fund. The operating fund shall be used for the payment of Common Expenses which the Association is required to pay on behalf of the Unit Owners pursuant to Section 6.01 of the Declaration. Such Common Expenses shall include normal and recurring expenses including, but not limited to, management services, special amenity fees, insurance, common services, administration, materials and supplies.

Section 7.04 Reserve for Replacement Fund. The reserve for replacement fund shall be used for future Common Expenses which the Association is required to pay on behalf of the Unit Owners. Such Common Expenses may include, but not be limited to, roof replacement and driveway/ parking lot resurfacing. These funds must be accounted for separately in the general ledger maintained by the Association.

Section 7.05 General Assessments. Each Unit shall receive a notice of annual Assessment promptly after the final budget is prepared. The final budget will show the amount assessed to the particular Unit, how that amount was determined, and that one-twelfth of the amount of the Assessment is due on the first day of each month of the year. The amount due on the first day of each month shall be paid by the Unit Owner to the Association or the Owners Managing Agent. Within ninety (90) days after the end of each fiscal year, the Board of Directors shall supply to all Unit owners an itemized accounting of the expenses incurred and paid by the Association for such fiscal year, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Directors for such fiscal year.

Section 7.06 Special Assessments. The Board of Directors, upon the affirmative vote of sixty-seven percent (67%) of all the Directors, may at any time assess a Special Assessment which shall be used to pay any deficiency in the operating fund, reserve replacement fund, or operating reserve fund. The Board of Directors shall also have the right to make any other Special Assessment as provided herein or in the Condominium Instruments upon the affirmative vote of sixty-seven percent (67%) of all the Directors. If such a Special Assessment is levied against a Unit for disrepair or maintenance cost of the Unit, or for any other matter stated in the Condominium Instruments, then the Unit Owner against whom the assessment is made shall pay the entire Special Assessment. Upon the determination of the amount of the Special Assessment, the Board shall give notice to all Unit Owners of the amount assessed to each Unit, the date when payment is due, and the reason for the Special Assessment.

Section 7.07 Penalty and Default in Payment. If any payment for any Assessment is not received by the Association within ten (10) days after the date such payment is due, a late payment penalty in an amount set in the Rules and Regulations shall be assessed against the Unit. In addition, the Board of Directors shall have the right and duty to attempt to recover such Assessments, together with interest thereon at the rate set in the Rules and Regulations, and the expenses of the proceedings, including actual attorneys' fees, in an action brought against such Unit Owner, and/or by foreclosure of the lien on such Unit granted by Section 703.165 of the Act. A suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same. The Board of Directors shall also have the right to prohibit such Unit Owner from voting at

a meeting of the Association or serving on the Board of Directors, if the Association has recorded a statement of condominium lien on such Unit and the amount necessary to release the lien has not been paid at the time of the meeting.

Section 7.08 Books and Accounts. The Treasurer shall keep the books and accounts of the Association in accordance with generally accepted accounting practices. The books and accounts of the Association shall be available for examination by the Unit Owners and contract purchasers, and/or their duly authorized agents or attorneys, and to the holder of any Mortgage, and/or its duly authorized agents or attorneys, during normal business hours.

Section 7.09 Transfer Fee. Each time ownership of a Unit is transferred from one party to another, in whole or in part, including by purchase, sale, foreclosure, tax foreclosure, or the taking of a deed in lieu of foreclosure, the transferee of the Unit shall pay a unit transfer fee to the Association in an amount equal to two months' installment for Association dues for such Unit under the budget then in effect. Each transfer fee payment shall be deposited by the Association into a working capital fund. Notwithstanding anything herein to the contrary, the following transfers are exempt from paying the fee:

- (A) When the transfer is to or from a trust where the sole beneficiary is the donor and Owner;
- (B) When the transfer is solely between spouses and/or domestic partners;
- (C) When the transfer is solely between a parent and his, her or their child;
- (D) When the transfer is from the Declarant to an affiliate or related entity; and
- (E) When the transfer is to or from the Association.

ARTICLE VIII. RULES AND REGULATIONS

Section 8.01 Rules and Regulations. The Board of Directors may promulgate Rules and Regulations for the use, repair and maintenance of the Units and Common Elements, provided, that such Rules and Regulations are not contrary to or inconsistent with the Act or any of the Condominium Instruments. Copies of changes to the Rules and Regulations shall be furnished by the Secretary of the Association to each Unit Owner prior to the time when the same shall become effective.

Section 8.02 Enforcement. The Rules and Regulations in effect from time to time shall be enforced by such means as the Association deems necessary and appropriate, including recourse to civil authorities, and court action if necessary, and daily monetary fines assessed by the Board of Directors consistent with the Rules and Regulations.

ARTICLE IX. INSURANCE

Section 9.01 Directors' and Officers' Liability and Fidelity. The Board shall obtain and maintain, in a reasonable amount, insurance coverage to protect against wrongful and dishonest acts

on the part of the Officers, Directors, employees and other agents of the Association, including the Owners Managing Agent, who either handle or are responsible for handling the funds held or administered by the Association. In addition, the Board shall obtain and maintain fidelity insurance covering officers, directors, property managers, employees, and other persons who handle or are responsible for handling Association funds. Such insurance shall be in an amount at least equal to no less than three (3) months operating expenses plus reserves on hand as of the beginning of the fiscal year and shall contain waivers of any defense based upon the exclusion of persons serving without compensation.

Section 9.02 Fire and Casualty. The Association shall maintain fire and broad form extended coverage insurance on the Buildings and the Common Elements, including, but not limited to any fixtures owned by the Association and the Unit Owners (but excluding the personal property of the Unit Owner), in an amount not less than the replacement value of the Buildings and the Common Elements from time to time, including endorsements for automatic changes in insurance coverage as fluctuating values may warrant and contingency endorsements covering nonconforming use. To the extent reasonably possible, the insurance shall provide: (i) that the insurer waives its rights of subrogation as to any claim against the Unit Owners, the Association, the Board of Directors and their respective family members, servants and agents; and (ii) that the insurance cannot be canceled, invalidated or suspended on account of the conduct of any one or more of the Unit Owners, or the Association, or their servants, agents and guests, without sixty (60) days prior written notice to the Association, which notice gives the Association an opportunity to cure the defect within that time. All required insurance shall be issued by an insurance company with a minimum of a B general policyholder's rating and of a class III financial size category in the Best's Key Rating Guide. The amount of protection and the types of hazards to be covered shall be reviewed by the Association at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary by the Association to conform to the requirements of replacement value insurance. The Board of Directors shall obtain a third-party insurance appraisal, to be updated at least every 5 years, to determine the full replacement value of the Property insured. Any Mortgagee may receive an insurance certificate upon ten (10) days prior written notice. The insurance shall be obtained in the name of the Association as trustee for each of the Unit Owners and their respective Mortgagees. For the avoidance of doubt, this section does not address any separate insurance required to be maintained by each Unit Owner as to the Unit.

It is the express intent of the Association to provide the above coverage for all Common Elements, Units and Unit upgrades or betterments, together with all service machinery appurtenant thereto, as well as all personal property belonging to the association, but excluding any Unit Owner personal property, in an amount equal to the full replacement value, with code upgrades, without deduction for depreciation.

In the event of partial or total destruction of the Buildings and/or Common Elements and the Association determines to repair or reconstruct the Buildings and/or Common Elements according to Section 10 of the Declaration and Section 10.01 of these Bylaws, the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost of repairing and reconstructing the particular Building(s) and/or Common Element(s) which were damaged. If it is determined (according to Section 10.02 of the Declaration and Section 10.01 of these Bylaws) not to reconstruct

or repair any particular Building and/or Common Element, then the proceeds shall be distributed according to Section 10.02 of the Declaration and Section 10.01 of these Bylaws.

Section 9.03 Public Liability Insurance. The Association shall provide public liability insurance covering the Common Elements in such amounts as may be determined at the discretion of the Board of Directors from time to time; provided, however, the amount of coverage shall not be less than Two Million Dollars (\$2,000,000) per single occurrence, which may be achieved using an underlying liability policy and an umbrella/excess liability policy. The Association may also provide worker's compensation insurance in such amounts as are determined by the Board of Directors to be necessary from time to time.

Section 9.04 Insurance Deductible. In the event of any insured loss on the Association's master insurance policy, the Association's deductible shall be the responsibility of the person or entity (including the Association) who would be responsible for such damage under the Condominium Instruments, in the absence of insurance. If the cause of loss originates within a Unit, the Unit Owner is responsible for the damage costs up to the Association's master insurance policy deductible. If the cause of the loss originates in more than one Unit or a Unit and the Common Elements, the responsibility for paying the Association's deductible shall be equitably apportioned by the Board in its sole discretion among the Unit(s) and/or Common Elements where the loss originated. .

Section 9.05 Unit Owner Insurance. The Unit Owners shall be responsible for and shall obtain insurance coverage for the personal property within the Unit, and also for coverage for Building/Additions and Alterations/Improvements and Betterments (Coverage A), and loss assessment coverage, at a minimum limit of the Association's master policy deductible.

ARTICLE X. REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY

Section 10.01 General Requirements.

(A) When Repair and Reconstruction are Required. Except as provided in paragraph (B) of this Section, in the event of damage to or destruction of all or any part of the Condominium as a result of fire or other casualty, the Board shall arrange for and supervise the prompt repair and restoration of the Condominium (excluding only betterments and improvements supplied or installed by, or other personal property of, the Unit Owners in the Units). Notwithstanding the foregoing, each Unit Owner shall have the right to supervise the interior cosmetic redecoration of his Unit.

By acceptance of the deed to a Unit, each Unit Owner shall be deemed to have consented to the foregoing authorization and direction for repair and reconstruction. Such authorization and direction shall be deemed continuous action by the Association by unanimous consent pursuant to Section 3.11 of these Bylaws, and shall constitute the determination by the Association and the Unit Owners to repair or reconstruct as required by the Act.

(B) When Reconstruction is not Required. If the Condominium is destroyed by fire or other casualty to an extent more than the available insurance proceeds, and, if within ninety (90) days

after the date of such destruction, at least seventy-five percent (75%) of the votes in the Association agree to waive and terminate the Condominium form of ownership, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale and the insurance policies, if any, shall be considered as one fund, and distributed by the Board of Directors or the Insurance Trustee, as the case may be, among all the Unit Owners in proportion to their respective Percentage Interest after first paying out of the share of each Unit Owner, to the extent sufficient for this purpose, the amount of any unpaid liens on such Unit Owner's Condominium Unit, in the order of the priority of such liens. Any Unit Owners whose Unit is subject to a Mortgage shall first obtain his Mortgagees' written consent to the Unit Owner's intended vote. Until the execution of judgment partitioning the Condominium, each Unit Owner, and his heirs, successors or assigns, shall have an exclusive right of occupancy of that part of the Condominium which formerly constituted his Unit.

Section 10.02 Procedure for Reconstruction and Repair.

(A) Cost Estimates. Immediately after a fire or other casualty causing damage to any part of the Condominium, the Board shall obtain detailed estimates of reconstruction and repair costs so as to restore the Condominium to a condition as good as that existing before such fire or other casualty. Such costs may also include professional fees and premiums for such bonds as the Board determines to be necessary or desirable.

(B) Casualty Assessments. If the proceeds of insurance maintained by the Board are not sufficient to defray the estimated costs of reconstruction and repair, or if at any time during reconstruction and repair the funds for the payment thereof are insufficient, special casualty assessments in sufficient amount(s) to provide payment of such costs shall be deemed to be a general obligation of all Unit Owners; accordingly, the Board shall levy such special casualty assessments against all Unit Owners in proportion to the respective Percentage Interest of all Units. Special casualty assessments shall not require the approval of the Association, anything in these Bylaws to the contrary notwithstanding.

(C) Determination of Amount of Special Casualty Assessment; Use of Reserve for Replacement Funds. If the Board determines that the repair or reconstruction of any portion of the Condominiums (including one or more Buildings) after a casualty will, upon completion, materially reduce the necessity of maintaining any Reserve for Replacement Fund at its then current level, the Board may utilize such Reserve for Replacement Fund to the extent it deems appropriate to reduce or eliminate the amount of any special casualty assessment.

(D) Plans and Specifications. Except upon the approval of the Association as provided in the Bylaws or this Declaration, any reconstruction or repair of the Condominium in accordance with this Article shall be made substantially in accordance with the plans and specifications under which the Condominium originally was constructed, subject to the requirements of applicable law at the time of such reconstruction or repair.

Section 10.03 Disbursements.

(A) Construction Fund. The net proceeds of insurance collected on account of casualty, together with any sums received by the Board of Directors from collections or special casualty

assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner: If the estimated cost of reconstruction and repair is One Hundred Thousand Dollars (\$100,000) or less, then the construction fund shall be disbursed in payment of such costs upon order of the Board of Directors; if the estimated cost of reconstruction and repair is more than One Hundred Thousand Dollars (\$100,000), then the construction fund shall be disbursed in payment of such costs by the Board of Directors or Insurance Trustee (if one has been designated by the Board of Directors) upon approval of an architect qualified to practice in the State of Wisconsin and employed by the Board of Directors or the Insurance Trustee, as the case may be, to supervise such reconstruction and repair, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by the various contractors, subcontractors, materialmen, the architect and other persons who have rendered services or furnished materials in connection with such reconstruction and repair and stating that: (i) the sums requested by them in payment are justly due and owing and do not exceed the value of the services and materials furnished; (ii) there is no other outstanding indebtedness known to such architect for the services and materials described; and (iii) the cost as estimated by such architect for the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining after payment of the sum so requested.

(B) Surplus. The first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds and, if there is a balance in the construction fund after the payment of all of the costs of reconstruction and repair for which the fund is established, such balance shall be divided among all Unit Owners who paid special casualty assessments levied pursuant to Section 10.02 above of this Article in proportion to their payments.

(C) Common Elements. When damage is to both Common Elements and Units, the insurance proceeds shall be applied first to the cost of replacing and repairing those portions of the Common Elements which enclose and/or service the Units, next to the cost of replacing and repairing the perimeter walls of the Units, next to the cost of replacing and repairing the other Common Elements, and then the balance, if any, to the cost of replacing and repairing the Units.

(D) Certificate. The Board of Directors or Insurance Trustee (if one has been designated by the Board of Directors) shall be entitled to rely upon a certificate executed by the President (or the Vice President) and the Secretary of the Association, certifying (i) whether the damaged property is required to be reconstructed and repaired, (ii) the name of the payee and the amount to be paid with respect to disbursement from any construction funds, and (iii) all other matters concerning the holding and disbursing of any construction fund. Any such certificate shall be delivered to the Board of Directors or Insurance Trustee, as the case may be, promptly after request.

Section 10.04 Common Elements: When Reconstruction Is Not Required. If the Board of Directors elects not to repair insubstantial damage to the Common Elements, it shall cause the removal of all remains of the damaged improvements and restoration of the site thereof to an acceptable condition compatible with the remainder of the Condominium, and the balance of any insurance proceeds received on account of such damage shall be distributed among all Unit Owners in proportion to their respective Percentage Interests.

ARTICLE XI. COMPLIANCE AND DEFAULT

Section 11.01 Unit Owners. All Unit Owners shall be governed by and shall comply with the provisions of the Act and the Condominium Instruments, as any of the same may be amended from time to time. A default by a Unit Owner shall entitle the Association or an aggrieved Unit Owner to the relief as provided in this Article XI.

Section 11.02 Fines. The Board of Directors may establish and assess fines against Unit Owners for every violation of the Condominium Instruments or the Act by the Unit Owner, his family members, guests, invitees, lessee, employees and/or agents. Such fines, as well as a grievance procedure, shall be set forth in the Rules and Regulations. As provided in §703.165 of the Act, fines and penalties are deemed Assessments and shall be collectible as such. In any proceeding arising out of any alleged violation by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorneys' fees as may be determined by the court in which the proceeding has been held.

Section 11.03 Waiver. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

ARTICLE XII. MISCELLANEOUS

Section 12.01 Amendments. These Bylaws may be altered, amended or repealed and new Bylaws adopted by the Members by an affirmative vote of Unit Owners of Units to which at least sixty-seven (67%) of the votes in the Association appertain. The amendment shall be effective when it is duly adopted and notice of such amendment is delivered to the Unit Owners.

Section 12.02 Notices. All notices required under these Bylaws shall be in writing and shall be deemed to have been duly given upon delivery if delivered personally, upon mailing if sent by United States mail, first-class postage prepaid, by email, or otherwise as the Act may require or permit, at the following:

(A) if to the Unit Owner, at the address or email address shown on the Membership Roster; and

(B) if to the Association or the Owners Managing Agent, at the registered office of the Association.

Section 12.03 Invalidity. The invalidity or unenforceability of any provision of these Bylaws shall not affect the validity or enforceability of any other provision of these Bylaws.

Section 12.04 Captions. The captions and headings of various paragraphs and sections of these Bylaws are for convenience only and are not to be construed as defining or limiting the scope or intent of the provisions thereof.

Section 12.05 Internal Revenue Code. Notwithstanding anything herein contained to the contrary, no action shall be required or permitted to be taken under these Bylaws or by the Officers or

Directors of this corporation which would not be permitted to be taken by an organization described in 528 of the Internal Revenue Code of 1986, as amended.

Section 12.06 Number and Gender. Whenever used herein, the singular number shall include the plural, the plural the singular, and use of any gender shall include all genders.

Section 12.07 Conflicts. These Bylaws are intended to comply with the requirements of the Act. In case there is any conflict between the provisions of the Act or of the documents listed below, or between the various documents listed below, the Act or the document, as the case may be, shall control in the following Order:

- (a) The Act;
- (b) The Declaration;
- (c) The Plat;
- (d) The Articles of Incorporation;
- (e) These Bylaws

Section 12.08 Defined Terms. The following terms shall have the following meanings herein:

“Act” means Chapter 703 of the Wisconsin Statutes and known as the Condominium Ownership Act, as amended from time to time.

“Architectural Control Committee” means the committee which the Board of Directors shall establish for the purpose of reviewing and approving any and all exterior alterations, improvements or modifications to the Condominium.

“Assessments” refers to both General Assessments and Special Assessments and means the amount determined by the Association to be due with respect to a Unit for Common Expenses, fines or penalties as more fully defined in §703.165 of the Act.

“Association” means Lakeshore Commons Master Condominium Owner’s Association, Inc.

“Board of Directors” means the governing body of the Association.

“Building(s)” means any structure containing one or more Units which is situated on the Property.

“Bylaws” means the Bylaws of the Association.

“Common Expenses” means all of the expenses of the Association.

“Common Elements” refers to both the “General Common Elements” and the “Limited Common Elements,” and means all of the Condominium other than the Units.

“Condominium” means The Residences and Clubhouse of Lakeshore Commons Condominium.

“Condominium Instruments” consist of the Condominium’s Articles, Bylaws, Rules and Regulations, Floor Plans, Specifications, Surveys, Plat Maps, Management Agreement, if any, and the Declaration.

“Declaration” means the Declaration of Condominium of The Residences and Clubhouse of Lakeshore Commons Condominium.

“Director” means a Member of the Board of Directors of the Association.

“FNMA” means the Federal National Mortgage Association.

“General Assessments” means the amount determined by the Association to be due with respect to a Unit for Common Expenses.

“General Common Elements” means all Common Elements except for any Limited Common Elements, a more particularly described in the Declaration.

“Limited Common Elements” means those portions of the Common Elements reserved for the exclusive use of one or more but less than all of the Units, as more particularly described in the Declaration.

“Owners Managing Agent” means any individual or entity employed by the Association to perform duties and services for the Condominium in accordance with the Act or the Condominium documents.

“Percentage Interest” means the undivided ownership interest in the Common Elements appurtenant to each Unit expressed as a percentage and identified for each respective Unit in Exhibit C of the Declaration.

“Majority” means more than 50% of the votes assigned to the Units by the Declaration.

“Master Declaration” means that certain Declaration of Condominium of Lakeshore Commons Master Condominium.

“Mortgage” means any recorded mortgage or land contract encumbering a Unit.

“Mortgagee” means the holder of any recorded Mortgage encumbering one or more Units or land contract vendor.

“Member” means every Unit Owner, who by his status as a Unit Owner is also a Member of the Association.

“Membership Roster” means the list of all Unit Owners entitled to vote at all general and special meetings.

“Plat” means The Residences and Clubhouse of Lakeshore Commons Condominium Plat, attached to the original Declaration as Exhibit B, of the Condominium being recorded pursuant to the Act simultaneously with the Declaration and constituting a part of the Declaration, as the same may be amended from time to time.

“Property” means the real property as described on Exhibit A to the Declaration, and any amendment thereto.

“Rules and Regulations” means the Rules and Regulations for the Condominium adopted and amended from time to time by the Board of Directors.

“Special Assessment” means any assessment made against the Unit Owner and his Unit by the Association as provided in Section 9.3(b) of the Declaration.

“Unit” means that part of the Condominium designed and intended for the exclusive and independent use, enjoyment and possession by, or under the authority of, its Owner, as further defined herein..

“Unit Owner” means any natural person, corporation, partnership, association, trust or other entity capable of holding title to real property, or any combination thereof which holds legal title to a Unit or has equitable ownership to a Unit as a land contract vendee, but does not include any Mortgagee before such Mortgagee takes title to a Unit by foreclosure or process in lieu thereof, or any land contract vendor of a Unit.

Any capitalized term that is not herein defined shall have the same meaning as provided for in the Act and/or the Declaration.

ARTICLE XIII. LEASING RESTRICTIONS

Section 13.01 Owner Occupancy Required.

(A) Except as provided in Section 13.01(B) below, Units must be occupied by the title owner of the Unit (the “Owner Occupancy Requirement”). For purposes of this section, the Owner Occupancy Requirement will not be breached if the occupants are the unit owner's immediate family members, herein defined as a parent, child, spouse/domestic partner, sibling, grandparent, or grandchild, by blood, adoption, marriage, or registered domestic partner; further, if a Unit is owned by an entity, the Owner Occupancy Requirement shall be met if the person occupying the Unit has a substantial ownership interest in the entity or is a trustee or beneficiary of a Trust. The Board of Directors is entitled to ask for evidence showing the purported relationship or ownership interest in the unit. In no event will the Owner Occupancy Requirement apply to the Association, where the Unit is acquired by foreclosure of the Association's interest, either judicially or by accepting a deed in lieu of foreclosure.

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

- (i) The lease must be in writing and approved by the Association;

- (ii) The lease must be for the entire Unit, and no subleasing is allowed;
- (iii) The lease must be a one-time per year lease of no less than three (3) months and/or no more than two per year lease of no less than six (6) months, in each case to the same person for a lease term. For the avoidance of doubt, there shall be no leasing of a unit for less than three months once per year, and no more than two leases per year (whether two 6 month leases, or a 3 month and a 6 month lease) to different persons;
- (iv) The lease must designate that the use of the premises is subject to the Declaration, the Bylaws, and the Rules and Regulations of the Association;
- (v) A copy of the lease must be provided to the Secretary of the Association or the managing agent no less than 10 days prior to its execution for review and approval, with a final executed lease delivered within 10 days of execution;
- (vi) Owners of leased units must provide current contact information for their tenants;
- (vii) The owner and tenant must show proof of insurance within five (5) days of occupancy; and
- (viii) Every tenant is subject to the laws of Wisconsin governing landlord-tenant relations and regulations. If any Unit Owner (landlord) or tenant is in violation of any of the provisions of the Declaration or Bylaws, or both, including any rules and regulations, the Association may bring an action in its own name or that of Unit Owner, or both, to have the tenant evicted or recover damages, or both. The Association shall give the tenant and the Unit Owner written notice of the nature of the violation, and have twenty (20) days from the mailing of the notice of the nature of the violation in which to cure the violation before the Association may file for eviction.

(C) Short-term Rentals Prohibited. No space in any Unit may be rented and no transient tenants may be accommodated, even if the unit owner is present during the occupancy. Except as provided in Section 13.01(B)(iii) above, rentals through similar services such as AirBnb and VRBO are expressly prohibited.

HB Changes 3/21/22 (v12)

**DECLARATION OF
CONDOMINIUM
AT
LAKESHORE COMMONS
MASTER CONDOMINIUM**

Document Number

Document Title

Recording Area

Name and Return Address
Derek Taylor
c/o Husch Blackwell LLP
511 N. Broadway, Suite 1100
Milwaukee, WI 53202

PIN: See Exhibit A

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Exhibits Attached:

Exhibit A	–	Legal Description of Condominium Property
Exhibit B	–	Condominium Plat
Exhibit C	–	Expansion Real Estate
Exhibit D	–	Percentage Interests in Common Elements
Exhibit E	–	Site Plan of Expansion Real Estate

DECLARATION OF CONDOMINIUM
AT
LAKESHORE COMMONS MASTER CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM AT LAKESHORE COMMONS MASTER CONDOMINIUM (“Declaration”) is made and entered into effective as of _____, 2022, by F STREET OCLV LLC, a Wisconsin limited liability company (“Declarant”), pursuant to Chapter 703 of the Wisconsin Statutes, the Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the “Act”).

RECITALS

1. Declarant is the owner of that certain real property, together with any and all rights, titles and interests appurtenant thereto, generally located in the City of Oak Creek, Milwaukee County, Wisconsin, as same is legally described as set forth on the attached Exhibit A, which is incorporated herein by reference (the “Property”). Declarant intends to further develop and improve the Property, and to construct buildings and improvements on the Property, as may be further described herein and as may be depicted on the Condominium Plat (defined below).

2. Declarant’s rights, titles and interests in the Property, including all buildings, fixtures and improvements to be constructed thereon, and together with all easements, rights and appurtenances pertaining to the Property, are collectively referred to herein as the “Condominium Property”.

3. Declarant intends by this Declaration to submit the Condominium Property, including any and all rights, title and interests appurtenant thereto, to the condominium form of ownership under the Act and further desires to establish, for its own benefit and for that of all future owners and occupants of the Condominium (defined below), certain easements, rights, restrictions and obligations with respect to the ownership, use and maintenance of the Condominium on the terms and conditions hereinafter set forth.

NOW, THEREFORE, Declarant by this Declaration hereby: (i) submits the Condominium Property, including any and all appurtenant rights, title and interests thereto, and subject to those matters referred to in Section 1.5 below, to the condominium form of ownership as provided in the Act and this Declaration; (ii) establishes and imposes the following provisions, restrictions, conditions, easements and uses to which the Condominium shall be subject; (iii) reserves the right to add more lands to the Condominium and expand as provided below; (iv) reserves the right to have sub-condominium(s) within each Unit; (v) to potentially convert common elements into a Unit in the future, to convert unit areas that are not ultimately used for Buildings into common elements, separate and/or merge units; and (vi) specifies that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding on Declarant, its successors and assigns, and all subsequent owners, occupants, users and invitees of all or any part of the Condominium.

ARTICLE I

PURPOSE, LEGAL DESCRIPTION, NAME, ADDRESS AND DEFINITIONS

1.1 Purpose. The purpose of this Declaration is to submit the Condominium Property described herein to the condominium form of ownership under the Act.

1.2 Legal Description of Condominium Property. The real property subject to this Declaration is more particularly described as the Condominium Property, as same is described in Exhibit A attached hereto and made a part hereof.

1.3 Name. The condominium to which this Declaration shall apply shall be known as the “Lakeshore Commons Master Condominium.”

1.4 Definitions. As used in this Declaration and the exhibits and schedules attached hereto, capitalized terms not otherwise defined have the meanings set forth below:

“Assessment” means any General Assessment or Special Assessment.

“Association” means and refers to the entity that may be formed as described in Section 6.5 below, and that upon formation, will be known as the Lakeshore Commons Master Condominium Owner’s Association, Inc., a Wisconsin non-stock corporation.

“Board” means the Board of Directors of the Association.

“Building” or “Buildings” generally means and refers to the buildings located on the Property, which has been or will be constructed (and as may be altered, modified and reconstructed in the future), in which the Units and certain of the Common Elements are situated.

“Building Pad” shall mean the areas shown on the Plat within with Buildings and Limited Common Elements may occur as described in Article IV.

“Clubhouse” means that certain clubhouse and related area, together with any privacy fences, including the Single Family Pool (as hereinafter defined) designated for use by the Single Family Condominium only.

“Commercial Units” mean any Units which are not constructed for the purposes of residential living.

“Common Elements” mean all those portions of the Condominium which are not included in the definition of a Unit.

“Common Expenses” mean the expenses of the Association as defined in Article VIII hereof.

“Condominium” means the Condominium Property, together with all rights, titles, interests, obligations and easements appurtenant thereto which are by this Declaration made subject to the Act.

“Condominium Plat” means the condominium plat of the Condominium, as recorded in the Office of the Register of Deeds of Milwaukee County, Wisconsin, a copy of which is attached hereto as Exhibit B, as amended from time to time.

“Condominium Property” shall have the meaning assigned to such term in Recital 2 above.

“Consideration Period” shall have the meaning assigned to such term in Section 14.1(b) below.

“Construction Funds” shall have the meaning assigned to such term in Section 10.2(f) below.

“Declaration” means this Declaration which subjects the Condominium Property to the Act, and all exhibits and schedules attached hereto, as amended from time to time.

“Declarant” means F Street OCLV LLC, a Wisconsin limited liability company, and its respective successors and assigns pursuant to assignment under Section 14.12 below.

“Default Special Assessment” shall have the meaning assigned to such term in Section 14.1(a) below.

“Environmental Documents” shall mean the BMP and SMP documents as further defined in Section 7.1(d).

“Expansion Real Estate” means the real property together with all Buildings and improvements constructed or to be constructed thereon and all easements, rights, and appurtenances thereto, described on Exhibit C, which may be added in whole or in part at any time within ten (10) years of the date of this Declaration to the Condominium in accordance with the provisions of this Declaration and the Act.

“General Assessments” shall have the meaning assigned to such term in Section 8.3(a) below.

“Ground Level” shall mean, with respect to any Building that is part of a Unit, the existing grade level of such Building and, with respect to any other portion of a Unit, the existing grade of the ground surface. Notwithstanding the foregoing, the Ground Level shall not conflict with the “Barrier” level as such term is defined in the Environmental Documents.

“Individual Unit Service Elements” shall have the meaning assigned to such term in Section 2.3(a) below.

“Invitees” mean any tenants, occupants, employees, customers, agents, contractors, licensees, invitees and other users who are authorized or permitted, expressly, impliedly or by acquiescence, to access, use, occupy or enter upon a Unit, or any portion thereof, by the Unit Owner of such Unit.

“Limited Common Elements” means those Common Elements reserved for the exclusive use and enjoyment of, or service to, one or more but not all Unit Owners, as identified on the Condominium Plat and/or described herein.

“Limited Common Element Expenses” shall have the meaning assigned to such term in Section 5.6(b) below.

“Master Association Instruments” mean the Association’s Articles of Incorporation, Bylaws and Rules and Regulations, as same may be adopted and amended from time to time.

“Master Condominium Instruments” mean this Declaration, the Condominium Plat, the Master Association Instruments, and all exhibits and schedules attached thereto, all as may be amended from time to time as herein provided.

“Mortgage” means a mortgage or land contract encumbering a Unit.

“Mortgagee” means the (i) holder of any mortgage encumbering one or more of the Units, (ii) a land contract vendor under a land contract by which equitable title in a Unit was conveyed, or (iii) a Unit Owner of any unmortgaged Unit pursuant to Section 12.5 below.

“Multi Family Pool” means that certain pool and related area designated for use by the Multi Family Units only

“Multi Family Unit” shall have the meaning assigned to such term in Section 2.1 below.

“Percentage Interest” means the undivided ownership interest in the Common Elements appurtenant to each Unit expressed as a percentage and identified for each respective Unit in Exhibit D attached hereto.

“Person” means a natural person (individual), corporation, partnership, association, trust, limited liability company or other legal entity, or any combination thereof.

“Petition” shall have the meaning assigned to such term in Section 14.1(b) below.

“Petitioner” shall have the meaning assigned to such term in Section 14.1(b) below.

“Property” shall have the meaning assigned to such term in Recital 1 above.

“Residential Units” mean collectively, the Single Family Units and all Multi Family Units.

“Rules and Regulations” mean the rules and regulations that may be adopted by the Association from time to time, if any, and as amended from time to time, concerning the use and enjoyment of the Condominium by Unit Owners and their Invitees.

“Service Elements” shall have the meaning assigned to such term in Section 2.3(a) below.

“Single Family Association Instruments” shall mean the Single Family Condominium’s Association’s Articles of Incorporation, Bylaws and Rules and Regulations, as same may be adopted and amended from time to time.

“Single Family Condominium” shall mean that certain sub-condominium of this master Condominium composed of Units 1 through 6 and 11 through 21, as may be expanded pursuant to Article XV.

“Single Family Condominium Instruments” mean the Single Family Declaration, the Single Family Condominium Plat, the Single Family Association Instruments, and all exhibits and schedules attached thereto, all as may be amended from time to time as herein provided.

“Single Family Condominium Plat” means the condominium plat of the Single Family Condominium, as recorded in the Office of the Register of Deeds of Milwaukee County, Wisconsin, as may be amended from time to time.

“Single Family Pool” means that certain pool, together with any privacy fence, and related area designated for use by the Single Family Condominium only.

“Single Family Unit” shall have the meaning assigned to such term in Section 2.1 below.

“Special Amendment” means an amendment to this Declaration which does not require the consent of any Unit Owner other than the Declarant.

“Special Assessments” shall have the meaning assigned to such term in Section 8.3(b) below.

“Unit” means that part of the Condominium designed and intended for the exclusive and independent use, enjoyment and possession by, or under the authority of, its Owner, as further defined herein.

“Unit Owner” or “Owner” means a Person who holds fee simple title to a Unit or who holds equitable title to a Unit as a land contract vendee.

“Utility Installations” shall mean all installations (not within easement areas) for providing sewer, power, light, gas, water mains, heating, refrigeration and air conditioning serving more than one Unit.

1.5 Covenants, Conditions, Restrictions and Easements. The Condominium shall be, on the date this Declaration is recorded, subject to:

- (a) General taxes and special assessments not yet due and payable;
- (b) Easements and rights in favor of gas, electric, telephone, fiber optics, water, sewer, cable television and other utilities and utility providers;
- (c) All other easements, covenants, declarations and restrictions of record, including, but not limited to, any easements and restrictions created by the prior-recorded Lakeshore Commons Final Plat recorded with the Milwaukee County Register of Deeds on _____, 2022 as Document No. _____ and by the recording of this Declaration;
- (d) All municipal zoning and building ordinances;

(e) All other governmental laws and regulations applicable to the Condominium;

(f) That certain Tax Incremental District No. 13 Finance Development Agreement between F Street OCLV LLC, a Wisconsin limited liability company, and the City of Oak Creek, a municipal corporation of the State of Wisconsin, located in Milwaukee County, Wisconsin, dated June 29, 2021, and that certain Memorandum of Agreement and Restrictive Covenant recorded with the Milwaukee County Register of Deeds dated October 6, 2021 and recorded on October 25, 2021 as Document No. 11179124;

(g) That certain Restrictive Covenants Agreement between the City of Oak Creek and F Street OCLV LLC dated _____, 2022, recorded with the Milwaukee County Register of Deeds on _____, 2022 as Document No. _____;

(h) [INSERT ANY DOCUMENT WITH CITY RELATED TO PUBLIC AMENITIES];

(i) That certain Infrastructure Development Agreement (Lakeshore Commons – Phase I), by and between F Street OCLV LLC, a Wisconsin limited liability company, and the City of Oak Creek dated September 24, 2021 as recorded with the Milwaukee County Register of Deeds on _____, 2022 as Document No. _____; and

(j) Lakeshore Commons Storm Water Management Practices Maintenance Agreement by and between the City of Oak Creek and F Street OCLV LLC dated _____, 2022, recorded with the Milwaukee County Register of Deeds on _____, 2022 as Document No. _____.

ARTICLE II

DESIGNATION AND DESCRIPTION OF THE UNITS

2.1 Designation of Units. The Condominium shall consist of twenty-one (21) Units, which Units are identified on the Condominium Plat. Units 1 to 6 and 11 to 21 shall each be known as a “Single Family Unit” (or collectively, “Single Family Units”). Units 1 to 6 and 11 to 21 will be developed as one separate multi-unit single family residential condominium development, and subjected to a separate recorded condominium declaration (the “Single Family Declaration”). Units 7 to 10 shall each be known as a “Multi Family Unit” (or collectively, “Multi Family Units”). Any structure constructed within a Multi Family Unit shall be defined as a “Multi Family Structure” (or collectively, “Multi Family Structures”). A Unit is that part of the Condominium designed and intended for the exclusive use of the Unit Owner and the Unit Owner’s Invitees. A Unit includes one or more contiguous or non-contiguous cubicles of air and certain improvements situated therein as further described in this Declaration. The boundaries of each Unit are described below and the perimetrical boundaries are depicted on the Condominium Plat.

2.2 Boundaries of Units. The boundaries of the Units are as follows:

(a) Single Family Units. The boundaries of the Single Family Units 1-6 and 11-21 are generally depicted on the Condominium Plat and shown as raw land units to later be

improved and set forth in the Single Family Condominium Instruments. Those areas that are not included in subsequent Buildings may become common elements (either general or limited).

(b) Multi Family Units 7 and 8. The boundaries of Multi Family Units 7 and 8 are generally depicted on the Condominium Plat and are further described as follows:

- (i) Lower Boundary. The lower boundary of the Multi Family Units shall be the horizontal plane located at the lowest possible subterranean depth at which a private party is deemed to have a fee simple ownership interest pursuant to Wisconsin law, and parallel to the Ground Level, extended to an intersection with the perimetrical boundaries of the Multi Family Units as shown on the Condominium Plat;
- (ii) Upper Boundary. The upper boundary of the Multi Family Units shall be the horizontal plane located at the highest possible datum measurement point above the Ground Level at which a private party is deemed to have a fee simple ownership interest pursuant to Wisconsin law, and parallel to the Ground Level, extended to an intersection with the perimetrical boundaries of the Multi Family Units as shown on the Condominium Plat; and
- (iii) Perimetrical Boundaries. The perimetrical boundaries of the Multi Family Units shall be the vertical plane lying on the survey line defining the Unit perpendicular to the upper and lower boundaries as shown on the Condominium Plat, extended to their planar intersections with each other and with the upper and lower boundaries.
- (iv) Multi Family Structures. Once a Multi Family Structure is built on a Multi Family Unit, the Unit shall include the entire Multi Family Structure (including all roof, foundation, utilities, structural elements, ceilings, exterior siding, windows, window frames, doors and door frames), with the perimetrical boundaries being the vertical planes having elevations that coincide with the exterior surface of the exterior walls of the Multi Family Structure, and, in the case of exterior windows, the exterior face of the glazing of the windows, extending to intersections with each other and with the upper and lower boundaries.

(c) Multi Family Units 9 and 10. The Condominium Plat identifies Building Pads for Units 9 and 10. Each Building Pad anticipates that one Unit will be constructed on a single Building Pad. Buildings may be erected anywhere within a Building Pad, subject to Article IX below. Any portion of a Building Pad which is not enclosed in a Building will become part of the Limited Common Elements appurtenant to the Unit on that Building Pad, as more particularly described below. Until a Building has been constructed on a Building Pad, the Unit for that

Building Pad will be deemed to occupy the entire Building Pad. Upon construction of Multi Family Units 9 and 10, the boundaries shall be described as provided in Section 2.2(b) above.

2.3 Items Included within Each Unit.

(a) Utilities. All utilities, electrical, plumbing, telephone, data, steam, heating, ventilating and air conditioning equipment, machinery, lines, pipes, wires, vents, flues, chimneys, ducts, cables, conduits, antennae, communication lines, utility lines, fire prevention installations, security installations and service-equipment, including, without limitation, elevator equipment and roof units (collectively, the “Service Elements”), serving only one Unit, and whether or not located within the boundaries of such Unit or of any other Unit, the Common Elements or any Limited Common Elements, shall be a part of the Unit exclusively served thereby (the “Individual Unit Service Elements”). Unless otherwise expressly provided herein, the Unit Owner of the Unit to which such Individual Unit Service Elements are appurtenant shall, at its sole cost and expense, be responsible for the inspection, construction, operation, maintenance, repair, replacement and restoration of the Individual Unit Service Elements appurtenant to its Unit. Said Individual Unit Service Elements shall be kept and maintained in good, safe, orderly condition and repair at a standard appropriate for the high quality nature of the Condominium. The Unit Owner of a Unit to which Individual Unit Service Elements are appurtenant shall have a non-exclusive easement on, over and across any Units, Limited Common Elements and/or Common Elements as may be reasonably necessary to inspect, operate, maintain, repair, replace, restore, improve or alter said Individual Unit Service Elements, and for ingress and egress thereto, provided that the exercise of the rights under such easements will not materially interfere with the use and enjoyment of the Units of other Unit Owners, the Limited Common Elements appurtenant to the Units of other Unit Owners, or Common Elements, and further provided that the Unit Owner shall promptly repair and restore any other Unit, Common Element or Limited Common Element damaged or disturbed by the exercise of said easement rights to the condition that existed immediately prior to exercise of the right.

(b) Improvements; Exterior Surfaces. All Buildings, improvements and fixtures located within the boundaries of a Unit, including any and all drive aisles, improved parking areas, sidewalks and pedestrian paths, outdoor terraces, porches, balconies and patios and landscaped areas, shall be included as part of the Unit within which they are located, unless otherwise designated or defined specifically in (1) Article IV herein, (2) on the Condominium Plat as a Common Element or Limited Common Element, or (3) in the Single Family Condominium Instruments. In addition, any and all exterior surfaces of a Building, including but not limited to, stone, brick, block, glass, metal, wood, masonry or other exterior walls and surfaces, shall be included as part of the Unit in which they are located.

(c) Miscellaneous; Air and Subterranean Rights. If any chutes, flues, ducts, conduits, wires, pipes or any other apparatus or structural component lie partially within and partially outside of the designated boundaries of a Unit, any portions thereof exclusively serving that Unit shall be deemed a part of that Unit, while any portions thereof serving more than one Unit shall be deemed a Limited Common Element of the Units so served, unless otherwise provided in this Declaration. Each Unit shall include the air and subterranean rights to any unimproved portions of such Unit situated within its Unit boundaries that are described in this Declaration and/or shown on the Condominium Plat.

2.4 Encroachment; Boundaries. If any portion of any Common Elements (including Limited Common Elements) shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements or Limited Common Elements appurtenant to another Unit or Units as a result of the construction of, and any duly authorized reconstruction or repair of, the Condominium Property, or as a result of settling or shifting of the Condominium Property, a valid easement for the encroachment and for its maintenance shall exist so long as the Condominium Property exists and, provided, however, that the Unit Owner or Association, as applicable, shall use reasonable efforts to reconstruct or repair the Condominium Property in such a manner so as to eliminate or minimize any such material encroachments unless otherwise agreed. The physical boundaries of a Unit, the Limited Common Elements appurtenant to a Unit, or Common Elements, constructed or reconstructed in substantial conformity with the Condominium Plat, shall be conclusively presumed to be its boundaries, regardless of the settling or shifting of the Condominium Property and regardless of minor variations between the physical boundaries described in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Unit, Limited Common Element or Common Element.

ARTICLE III

BOUNDARY RELOCATION; SUBDIVISION; PARTITION

3.1 Boundary Relocation. Any Unit Owners of adjoining Units may relocate the boundaries between their Units in accordance with the provisions of Section 703.13(6) of the Act, as same may be renumbered from time to time.

3.2 Unit Separation. Any Unit Owner may separate its Unit in accordance with the provisions of Section 703.13(7) of the Act, as same may be amended or renumbered from time to time.

(a) Raw land units. At any time, the Declarant and/or then current Unit Owner of a raw land unit, may record a separation amendment to the Master Condominium Instruments (the "Separation Amendment"), which causes any number of Buildings to be constructed, each of which will in itself become one or more units. Declarant hereby reserves for itself together with its assigns, the following rights with respect to any raw land unit owned by Declarant or its assigns: (1) the right to further develop at any time, and (2) the right to retain a portion of the raw land unit as a raw land unit as to which future separation may occur. With respect to any developed areas shown on the Separation Amendment, unless otherwise designated as a Limited Common Element, any areas not included in a new unit shall be designated as a Common Element for the Condominium.

(b) Constructed units. If a constructed unit constitutes an entire Building, the unit may be separated into individual units. Any remaining portions of the Building which do not become part of a unit shall become a Limited Common Element appurtenant to the units in the Building or as may be designated in the Separation Amendment.

(c) Sub-condominium Units. Declarant reserves the right for any sub-condominium to record a separation amendment to the sub-condominium instruments for any Unit (the "Sub-Condo Separation Amendment"). The Unit within this Condominium shall retain its

legal existence and is owned by the unit owners within the sub-condominium. In addition to being subject to the Master Condominium Instruments, such Unit will also be subject to any sub-condominium instruments. However, their participation in the Master Association may change as a result of the change in form of ownership as provided herein or in the Single Family Condominium Instruments.

3.3 Declarant's Right to Change Plans. Declarant reserves the right to change, without the approval of the Unit Owners or the Condominium Association, the layout, location, dimensions and construction details of the Buildings, Units and Common Elements, including, but not limited to any Limited Common Elements shown on the Condominium Plat which are not yet constructed, provided that such changes shall not substantially alter the nature and quality of the Buildings, Units or Common Elements

3.4 Unit Merger. Two contiguous Units may be merged into a single Unit in accordance with the provisions of Section 703.13(8) of the Act, as same may be amended or renumbered from time to time.

3.5 Creating New Condominiums Out of Units. Upon written notice to the Association, and compliance with the procedures set forth in the Act for creating a condominium, a Unit may itself be subjected to the condominium form of ownership and divided into units, common elements and limited common elements, provided that all provisions set forth herein (including, without limitation, all provisions regarding architectural approvals and use) shall remain in full force and effect with respect to the Unit as a whole. Furthermore, no Unit may be subjected to the condominium form of ownership without the consent of all Unit Owners and all Mortgagees that have a direct interest in the applicable Unit. Following the subjection of any Unit to the condominium form of ownership, the president of the association of unit owners of the condominium so created shall be the sole representative of the unit owners of such Unit in all matters under this Declaration or concerning the Association, and the Association shall be entitled to rely on all actions of the president of the association with respect to all actions taken whatsoever regarding the Unit.

3.6 No Revocation or Partition. Except as otherwise set forth herein, the Common Elements shall remain undivided and no Unit Owner or any other person shall bring or have the right to bring any action for partition or division thereof, nor shall the Common Elements be abandoned by act or omission, unless the condominium form of ownership is waived and terminated by agreement of all of the Unit Owners.

3.7 Mortgagee Approval. If any Units proposed for boundary relocation, merger or Unit separation are subject to a Mortgage, the proposed amendment to this Declaration and Condominium Plat addendum shall be not effective unless joined by the Mortgagee(s) of all Units involved in the proposed boundary relocation, merger or separation.

ARTICLE IV

COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

4.1 Description of Common Elements. The Common Elements shall consist of the entire Condominium other than the Units, and shall specifically include the following:

(a) Entire Condominium. The “Common Elements” shall consist of the Utility Installations, all landscaped areas of the Condominium Property, the paved driveways, parking areas, private streets, alleys, pedestrian walkways and trails, common signage, fences surrounding the boundary of the Condominium Property and any community areas, community garden(s), community permanently affixed tables or seating, seating corridors, interactive play, plazas, open lawn, garden, and dog park areas, amphitheater, boardwalk areas, basketball, pickleball, tennis, and similar recreational courts, all as may be set forth on the Condominium Plat;

(b) Multi Family Units. In addition to the Common Elements reserved to the entire Condominium, the Multi Family Units shall also include the following Common Elements: water laterals, and elevators;

(c) Service Elements that Serve All Units. All Service Elements that provide service to each and every Unit of the Condominium, if any, whether or not located within the designated boundaries of a Unit, Limited Common Elements or Common Elements, including, but not limited to, any and all storm water facilities and improvements located, or to be constructed, on or within the Property; and

(d) Miscellaneous. Except as specifically set forth in Article II above, all other rights, titles, interests, covenants, obligations and responsibilities arising pursuant to any and all easements, rights-of-way, agreements, declarations, restrictions, hereditaments and other rights, either existing as of the date of this Declaration, or arising in the future, that expressly benefit and/or burden the entirety of the Condominium Property and are specifically appurtenant not just a single Unit or to fewer than all of the Units.

4.2 Description of Limited Common Elements. The Limited Common Elements shall consist of those Common Elements which may be assigned and/or limited to the exclusive use and/or benefit of one or more, but fewer than all, of the Units. The Limited Common Elements are as shown, to the extent possible, on the Condominium Plat, and shall specifically include Service Elements that provide service to more than one Unit but not all of the Units of the Condominium, if any, whether or not located within the designated boundaries of a Unit, Limited Common Element or a Common Element. Notwithstanding the foregoing or anything contained herein, the Limited Common Elements shall also specifically include the following:

(a) Multi Family Units. In addition to those above, the (i) Multi Family Pool; (ii) any parking lots/stalls shown on the Condominium Plat as adjacent to the Multi Family Units; and (iii) the fitness center located in Unit 8 shall be a Limited Common Element for the exclusive use and benefit of the Multi Family Units.

(b) Single Family Units. In addition to those above, the (i) mailbox and package kiosk, (ii) Clubhouse, (iii) Single Family Pool, (iii) any individual Unit Owner’s solar panels, raised planters, or privacy fences (as may be allowed in the Single Family Condominium Instrument); and (iv) any additional areas provided for in the Single Family Condominium

Instruments, and as may be shown on the Condominium Plat, shall be Limited Common Elements for the exclusive use and benefit of the Single Family Units.

4.3 Ownership of Common Elements. The undivided ownership interest in the Common Elements appurtenant to each Unit shall be equal to such Unit's Percentage Interest. Any deed, mortgage or other instrument purporting to convey or encumber any Unit shall be deemed to include such Unit's appurtenant Percentage Interest (including, but not limited to, any rights and interests in any insurance proceeds and condemnation awards even though such rights and interests may not be expressly described or referred to therein).

4.4 Public Common Elements. The following Common Elements shall be available to the public: _____ (the "Public Elements"). Pursuant to that certain _____ dated _____, 2022, by and between Declarant and the City as recorded with the Milwaukee County Register of Deeds Office on _____, 2022 as Document No. _____, the City shall be responsible for the cost of maintenance, repair and replacement of such Public Elements. As such, the Public Elements shall not be part of the Common Elements.

4.5 Alteration of Limited Common Elements and Common Elements; Board of Director's Authority. The Board of Directors shall have the right to make additions, alterations or improvements to the Limited Common Elements and Common Elements as the Board of Directors, in its opinion, deems to be beneficial or necessary for the preservation, operation or maintenance of the Association, or to otherwise ensure compliance by the Association with the Environmental Documents.

4.6 No Partition of Common Elements. There shall be no partition of the Common Elements through judicial process or otherwise until this Declaration is terminated and the real estate and improvements constituting the Condominium are withdrawn from its terms, from the terms of the Act or any other statute creating or regarding Condominium ownership.

ARTICLE V

OTHER RIGHTS AND OBLIGATIONS OF OWNERS AND INCIDENTS OF UNIT OWNERSHIP

5.1 Use of Units.

(a) The Residential Units may be used and improved for single-family residential purposes and for no other purpose unless otherwise authorized by the Association prior to the commencement of such use. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office or professional practice, may be conducted from the Residential Units (or any portion thereof), except that, to the extent permitted by all applicable laws, codes, ordinances, rules, regulations and orders: (a) all or portions of the Residential Units (including any condominium units of same declared) may be leased as permitted under this Master Declaration, the Bylaws and the Rules and Regulations of the Association; (b) personal professional libraries may be maintained in the Residential Units; (c) personal or business records and accounts may be maintained and handled in the Residential Units; (d) business or professional telephone calls and

correspondence may be handled in or from the; and (e) such other business may be conducted in or from the Unit, provided that no office or store shall be maintained within any portion of the Residential Units at which clients or customers regularly call.

(b) All Commercial Units (if and when created) may be used for any lawful purpose.

5.2 Rules and Regulations. Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Condominium, may be promulgated and amended from time to time by the Board, in its reasonable discretion. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Board promptly after the adoption of such Rules and Regulations or any amendments thereto. In no event shall such Rules and Regulations materially and adversely affect any Unit Owner's rights under this Declaration.

5.3 Separate Mortgages on Unit(s). Each Unit Owner shall have the right to mortgage or otherwise encumber its respective Unit, together with its Percentage Interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever any other portion of, or interest in, the Condominium excepting its own respective Unit(s) and the appurtenant Percentage Interest(s) in the Common Elements applicable thereto. Notwithstanding the previous sentence, a Unit Owner shall have the right to grant its lender a leasehold mortgage or other security interest encumbering such Unit Owner's leasehold rights, titles and interests arising under and pursuant to any lease that such Unit Owner may have with respect to other Units.

5.4 Alteration of Units. Subject to Section 3.3 and Article IX, a Unit Owner may make improvements or alterations within its respective Unit (including, but not limited to, demolishing existing improvements and/or constructing new or additional improvements), provided that said improvements or alterations: (i) do not impair the structural soundness or integrity, or lessen the support, of any other Unit in the Condominium as determined by engineers, architects or other professionals that may be retained by the Association; (ii) do not create an unlawful nuisance substantially affecting the use and enjoyment of other Units of the Condominium; (iii) do not violate any terms, conditions, requirements or restrictions of this Declaration; and (iv) do not violate the terms and conditions of the Environmental Documents or the rules and regulations of the Association adopted from time-to-time by the Board of Directors to ensure compliance with the Environmental Documents. All alterations or improvements must be accomplished in accordance with applicable laws and regulations. All expenses involved in any such improvement or alteration, including reasonable expenses of the Association in enforcing the provisions of this Section and modifying the Condominium Plat (which may be charged as a Special Assessment to the affected Unit) shall be the responsibility of the Unit Owner seeking the alteration.

5.5 Construction and Mechanics' Liens. Any and all work conducted within a Unit and any Limited Common Elements appurtenant thereto, including, without limitation, the build-out of a Unit, such as the construction of partition walls, the construction or installation of internal HVAC, electrical and plumbing systems, shall be at the direction of and for the benefit of said Unit and the Unit Owner of said Unit only, and any all contractors, materialmen and others providing work and/or materials in connection therewith shall have a right only to place a lien on said Unit

as permitted by law and shall have no right, whatsoever, to place a lien on the Condominium as a whole or any other Unit thereof.

5.6 Maintenance, Repair and Replacement of Units and Limited Common Elements.

(a) Subject to Article IX, each Unit Owner shall be responsible for the cleaning, maintenance, repair and replacement of its Unit and any Limited Common Elements appurtenant to the Unit, including, without limitation, any structural improvements, mechanical systems, electrical systems and plumbing systems, except to the extent that the same are considered Common Elements or Limited Common Elements appurtenant to another Unit or Units, and shall otherwise keep its Unit and any Limited Common Elements appurtenant only to such Unit Owner's Unit in good condition and repair.

(b) Subject to Article IX, to the extent any Limited Common Element is appurtenant to more than one Unit, each such Unit Owner shall be deemed jointly and severally responsible for the operation, cost of use, maintenance, repair, cleaning and replacement of such Limited Common Element and any and all other costs and expenses related thereto shall be shared in equal proportion by each such Unit Owner as further described in Section 8.3(b)(ii)(2) (the "Limited Common Element Expenses"). Notwithstanding anything to the contrary set forth in this section, in the event that any Limited Common Element Expenses are incurred as the result of any damage caused to a Limited Common Element appurtenant to more than one Unit by the negligence or intentional act of a Unit Owner to which the Limited Common Element is appurtenant, the Unit Owner who causes such damage shall be solely responsible for any and all Limited Common Element Expenses that may be necessary to repair the damage caused, and such Unit Owner shall indemnify and hold harmless the other Unit Owner(s) to which the Limited Common Element is appurtenant from any and all costs, damages, liabilities, claims or similar fees and expenses resulting therefrom.

(c) Subject to Article IX, if any Unit, Limited Common Elements or portion of either for which a Unit Owner is responsible, including without limitation any improvements and landscaping, falls into disrepair so as to create a dangerous, unsafe or unsightly condition, or a condition that results in damage to the Common Elements or to any other Unit or Limited Common Elements appurtenant to another Unit or Units, the Association, upon thirty (30) days prior written notice to the Unit Owner of such Unit, shall have the right to correct such condition or to restore the Unit or Limited Common Element, as the case may be, to its condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit or Limited Common Element for the purpose of doing so, and the Unit Owner of such Unit or responsible for such Unit or Limited Common Element shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 8.3(b).

5.7 Lease of Residential Units. Each Residential Unit or any part thereof may be rented by written lease, provided that:

(a) The Residential Unit, or any part thereof (including any condominium units of same that may be declared) must be rented by written lease of a one-time per year lease of no

less than three (3) months and/or no more than two per year lease of no less than six (6) months, in each case to the same person for a lease term. For the avoidance of doubt, there shall be no leasing of a unit for less than three months once per year, and no more than two leases per year to different persons. During the term of any lease of all or any part of the Residential Unit, the Unit Owner of the Residential Unit (or, to the extent such Unit was declared as a condominium, the unit owner of the applicable unit) shall remain liable for the compliance of the Unit and all tenants of the Unit with all provisions of this Declaration, the Bylaws and the Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of such Unit. Any and all leases shall be approved in advance by the Association and a fully executed copy be provided to the Association within ten (10) business days from execution by Unit Owner and tenant.

(b) All leases of a Residential Unit (including the leases of any condominium units created within a Unit) shall (i) contain a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws and the Rules and Regulations, providing that the lease is subject and subordinate to the same and (ii) provide that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation. The restrictions against leasing contained in this Section shall not apply to leases of a Residential Unit, or any parts thereof, by the Declarant to any third parties, or to any leases of a Residential Unit, or any parts thereof, to the Association.

5.8 No Restriction on Leasing Commercial Units. Nothing set forth in this Declaration or any of the other Master Condominium Instruments shall impair the ability of any Commercial Unit Owner to lease all or any portion of its Unit.

ARTICLE VI

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

6.1 Membership. Each Unit Owner shall be a member of the Association with such membership to take effect simultaneously with the acquisition of the fee simple interest, or a land contract purchaser's interest in, a Unit. Membership in the Association shall be appurtenant to the Unit upon which it is based, and shall be transferred automatically by conveyance of that Unit. No person other than a Unit Owner may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of legal or equitable title to a Unit; provided, however, that the voting rights of a Unit Owner may be assigned to a Mortgagee as further security for a loan secured by a lien on a Unit, and that the Declarant has rights as contained herein. In the case of a Unit that is owned by an entity rather than an individual, any natural person designated by such entity shall be considered a "Unit Owner" for purposes of this requirement only.

6.2 Voting Rights. Each Unit will be entitled to the votes as set forth on the attached Exhibit D as a product of the total number of livable dwellings within a Unit on a prorate basis,

with regard to the affairs of Association. This Declaration, and the Bylaws of the Association that may be adopted from time to time, shall establish the manner in which the Unit Owners shall be entitled to exercise their voting rights.

6.3 Suspension of Voting Rights. An Owner of a Unit against which the Association has recorded a condominium lien (as authorized by this Declaration, the Act and the Master Association Instruments) shall not be permitted to vote with regard to the affairs of the Association (and such Unit shall be disregarded for purposes of the vote taken, including the establishment of a quorum) unless and until the Owner has paid to the Association all amounts required of it as a condition to the Association's duty to release the lien or as otherwise provided in Section 8.6. The foregoing suspension of voting rights shall not apply to a Mortgagee who has acquired title to a Unit by a deed in lieu of foreclosure or similar voluntary conveyance by an Owner to a Mortgagee.

6.4 Master Association Instruments. The provisions of this Article VI are to be supplemented by the Master Association Instruments, provided, however, that the provisions thereof shall not substantially alter or amend any of the rights or obligations of the Unit Owners set forth in this Article VI.

6.5 Formation of Association; Power and Responsibility Prior to Establishment.

(a) Establishment. Pursuant to Section 703.15(2)(a) of the Act (as such section may be renumbered from time to time), the Declarant will establish and form the Association not later than the date of the first conveyance of a Unit to a party other than the Declarant. After it is established, the membership of the Association shall at all times consist exclusively of all of the Unit Owners as further described in Section 6.1 above.

(b) Power and Responsibility Prior to Establishment. Pursuant to Section 703.15(2)(b) of the Act (as such section may be renumbered from time to time), until the Association is established as described in subpart (a) above, the Declarant shall have the power and responsibility to act in all instances where the Act, any other provision of the law, or this Declaration require action by the Association or its officers.

ARTICLE VII

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

7.1 Management and Control of the Common Elements. Upon formation pursuant to Section 6.5 above, the Association, subject to the specific rights and duties of Unit Owners set forth in this Declaration, will be responsible for the exclusive management and control of any Common Elements (except to the extent that the same are designated Limited Common Elements, in which case, unless otherwise provided in the Master Condominium Instruments or the Single Family Condominium Instruments, said Limited Common Elements shall be managed and controlled exclusively by the Unit Owners owning the Units to which such Limited Common Elements are appurtenant), including, by way of illustration:

(a) Establishing Rules and Regulations with regard to the use and enjoyment thereof by Unit Owners and their respective Invitees of such Common Elements;

(b) Maintaining, repairing, insuring, operating and replacing any Common Elements (except to the extent such maintenance, repair and replacement is the responsibility of a Unit Owner as otherwise provided herein);

(c) Keeping any Common Elements in good repair and in a clean and attractive condition; and

(d) Enforcing all provisions of the Institutional Controls and the Final Cover Barrier Maintenance Plan dated April, 2014 (“BMP”) and the Final Soil Management Plan dated April, 2014 (“SMP”), imposed by the DNR pursuant to the Certificate of Completion dated November 20, 2014 and further imposed pursuant to letters from the DNR to Douglas Fletcher with DuPont Corporate Remediation Group dated October 21, 2014 and to Joe Wiley, Kinder Morgan dated October 21, 2014 all of which are on file with the DNR under BRRTS Numbers 02-41-278988, 02-41-280624, 06-41-554563, 02-41-531534 and 06-41-554566 and copies of which are maintained by the Association, including, but not limited to:

(i) adopting rules and regulations for the construction, installation, repair, maintenance, replacement, renovation and remodeling of all Units and Common Elements within the Association;

(ii) accessing Common Elements and, with at least 24 hours notice to a Unit Owner, individual Units, to make any repairs or improvements necessary or required to comply with the Environmental Documents, and engaging contractors to access such areas and perform such work on behalf of the Association; and

(iii) take all steps deemed necessary by the Board of Directors to ensure compliance with the Environmental Documents.

7.2 Services. The Association may obtain and pay a commercially reasonable management fee for the services of any person or business to manage, or assist in the management of, its affairs, or any aspect thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation, management and control of any Common Elements, whether such personnel are furnished or employed directly by the Association, or by any Person with whom or which it contracts. The Association may obtain and pay for any management, legal and accounting services necessary or desirable in connection with the operation, management and control of the Common Elements or the enforcement of the provisions of the Condominium Instruments.

7.3 Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all of the Unit Owners, tangible and intangible personal property, and may dispose of the same by sale or otherwise.

7.4 Rules and Regulations. The Association may, by action of its Board taken in accordance with the Bylaws, adopt such reasonable Association Rules and Regulations as it may deem advisable for the maintenance, conservation and beautification of the Condominium, and for the health, comfort, safety and general welfare of the Unit Owners and in furtherance of the rights and duties of the Unit Owners, the Association and the Declarant hereunder, as long as such Rules

and Regulations do not contradict rights given herein. Written notice of such Rules and Regulations shall be given to all Unit Owners, and the Condominium shall at all times be maintained, used, occupied and enjoyed subject to such Rules and Regulations.

7.5 Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or to effectuate any such right or privilege.

ARTICLE VIII

COMMON EXPENSES AND ASSESSMENTS

8.1 Common Expenses. Each Unit Owner shall be liable for the share of the Common Expenses related solely to the Common Elements (not including the Public Elements) of the Condominium that may be assessed by the Association against such Owner's Unit, but only to the extent any such Common Expenses exist and are payable. "Common Expenses" may include, by way of illustration and not limitation, and only to the extent that any such Common Expenses exist and are payable, (i) commercially reasonable expenses incurred by the Association for insurance, repairs, maintenance, operation, replacement, management services, reserves, ordinary and necessary capital improvements, acquisition of personal property necessary to the conduct of Association affairs; and (ii) such other reasonable and necessary expenses as reasonably determined by the Association's Board from time to time. Common Expenses shall not include any Limited Common Element Expenses nor any costs associated with the Public Elements.

8.2 Budget. To the extent any Common Expenses are due and payable, the Association will adopt an annual budget of Common Expenses and levy General Assessments therefor against the Units in the manner described in Section 8.3(a) below, except as set forth herein. The budget may include the funding of an adequate replacement reserve for Common Elements out of General Assessments and, as may be provided for more specifically in the Bylaws adopted from time to time, will generally set forth the following: (a) all anticipated Common Expenses related to the Common Elements, if any, and any amounts to be allocated to any replacement reserve account, if any, and to any other funds for future expenditures, (b) the amount and purpose of any other anticipated Association expenditure, if any, (c) the amount in any replacement reserve account or any other funds held for future expenditures related to Common Elements, if any, (d) any common surpluses, (e) the amount and source of any income, other than assessments from Owners, and (f) the aggregate amount of any Assessment to be levied against Owners and the purpose of the Assessment.

8.3 Assessments.

(a) General Assessments. The Association shall levy monthly general assessments (the "General Assessments") against the Units for the purpose of maintaining a fund from which Common Expenses may be paid, but only to the extent any such Common Expenses exist and are payable. General Assessments for the expenses related to any Common Elements described in Section 4.1 shall be levied against the Units in proportion to their respective Percentage Interests. General Assessments, if any, will be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws that may be adopted

from time to time. Any General Assessment not paid when due shall bear interest until paid as determined by the Association, or as otherwise set forth in the Bylaws that may be adopted from time to time, and, together with interest, collection costs, and reasonable attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Act.

(b) Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") as follows:

- (i) against the Units for deficiencies in the case of destruction or condemnation as set forth in Article X, in which case the Special Assessments shall be levied against the Units in accordance with their respective Percentage Interests;
- (ii) against any Unit or Units for defraying the cost of improvements to the Common Elements or Limited Common Elements, in which case the Special Assessments shall be levied against the Units
 - (1) in the case of improvements to the Common Elements other than Limited Common Elements, in accordance with their respective Percentage Interests, or
 - (2) in the case of improvements to the Limited Common Elements, in accordance with such other applicable formulas, provisions and procedures designed to equitably apportion such costs among the Units that are served by the same, as may be determined by the Association and as may be further set forth in the Bylaws adopted from time to time;
- (iii) against any Unit to cure any violation by the Unit Owner under Section 5.6, in which case the Special Assessment shall be levied solely against such Unit;
- (iv) against any Units for the purpose of covering any unbudgeted expense or for funding any operating deficit, in which case the Special Assessments shall be levied against the Units in accordance with their respective Percentage Interests, or such other applicable formulas, provisions and procedures determined by the Association and set forth in the Bylaws that may be adopted from time to time;
- (v) against any Unit for the insurance deductible under Section 10.4, in which case the Special Assessment shall be levied solely against such Unit; or
- (vi) for costs related to a Unit Owner's request and review for architectural review as provided in Article IX below.

(c) Sub-condominium. In the event there is a sub-condominium, the General Assessments and Special Assessments due under this master Condominium shall be payable by such sub-condominium association and, therefore, included in the sub-condominium association's assessments. Each sub-condominium unit owner is nonetheless subject to a condominium lien for its proportionate share on a pass through basis.

8.4 Initial Working Capital Fund. Each purchaser of a Unit shall, at the time of conveyance, pay to the Association an amount equal to two (2) months installments of the regular assessment provided for in this Article, or such greater amount as designated by the Board. Amounts paid under this section shall not be considered advance payments of installments of general assessments, but shall be maintained as working capital and kept in a segregated account.

8.5 Statutory Reserve Account. In no event shall any reserve account established by the Association be deemed to be a statutory reserve account pursuant to Section 703.163 of the Act. The Declarant hereby elects not to establish a statutory reserve account at this time under the provisions of Section 703.163 of the Act.

8.6 Liability of Owners; Lien Rights of Association. A Unit Owner shall be liable for Assessments assessed against its Unit and for interest on delinquent Assessments, and costs of collection (including reasonable attorneys' fees), as such interest and costs of collection may be imposed by the Association and/or set forth in the Bylaws to be adopted from time to time. If a Unit is owned by more than one Owner, such liability shall be joint and several. This liability shall not terminate upon the voluntary or involuntary transfer of the Unit, the separation of the Unit pursuant to Section 3.2, the merger of the Unit pursuant to Section 3.4, or the subjection of the Unit to the condominium form of ownership pursuant to Section 3.5. The assessment of Assessments, together with such interest as the Association may impose for delinquencies and costs of collection (including reasonable attorneys' fees and expenses), shall constitute a lien on the Unit against which the Assessment has been made as provided in this Article VIII and as may be provided in the Bylaws adopted from time to time. Attachment, filing/recording, effectiveness, priority and enforcement of the lien shall be governed by the Act, including without limitation the provisions of Section 703.165 of the Act, pursuant to which such liens are subordinate to all sums unpaid on a first mortgage recorded prior to the making of the Assessment and such other liens described in Section 703.165(5) of the Act. When a Unit Owner fails to pay Assessments when due, the Association may bring an action at law against the Owner personally or foreclose the lien against the Unit in like manner as a mortgage of real estate, provided any Mortgagee of the Unit is first provided the notice set forth in Article XI below.

ARTICLE IX

ARCHITECTURAL CONTRAL

9.1 Architectural Control Authority. No exterior additions or alterations (including painting or decorating) of any Buildings, porches, patios, decks, awnings, additional fences, or changes in existing fences, hedges, shrubs, trees, landscaping, walls, walkways and other structures or plantings, or improvement to or enclosure of any Limited Common Element, shall be constructed, erected, planted or maintained unless and until the following have been submitted to and approved in writing by the Board: the plans and specifications showing the nature, kind, shape,

height, materials, location, color, approximate cost of the work; proposed impact of the work on the appearance of the Condominium; confirmation the work does not violate the Environmental Documents; and a statement identifying the project contractor for the work. Approval may be granted or denied at the discretion of the Board. Approval is further subject to compliance with the provisions of Section 703.13(5m) of the Act. The approval of any work shall not in any way be construed so as to impair the right of the Association to undertake any decoration of or alteration to any Common Element, including any such work as may alter or eliminate the Owner's work approval, and no such decoration or alteration work by the Association shall create any liability by the Association to such Owner. Neither the members of the Board of Directors nor its designee(s), representative(s) or committee members shall be entitled to compensation to themselves for services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by the Board or their designee(s). Any costs and expenses incurred by the Association relative to any application for approval (whether or not approval is granted) and/or enforcement of the provisions of this section, including but not limited to reasonable actual fees of attorneys, architects, engineers, surveyors, designers and/or construction experts, may be charged by the Association as a Special Assessment against the applicable Unit. In addition to the Association approval required above, the Unit Owner instituting any additions, modifications or changes is responsible, at the sole cost and expense of the Owner(s) of such Unit, for obtaining any required approvals from the City. Approval of any work is not a representation or warranty by the Board or the Association of the quality of any work or whether the plans and specifications submitted are sufficient for the purposes of performing the work or the use of the work. No Board director is responsible for actions taken in this Article IX if undertaken in good faith. The Owner(s) of such Unit (jointly and severally) shall indemnify and hold harmless the Association and all other Unit Owners, upon demand, from all loss, costs, expenses, damages and costs of enforcement, including but not limited to fines, reasonable attorney's fees, and costs of modification and/or removal, resulting from the failure of the owner(s) of such Unit to properly obtain Association and/or governmental approval. The Board may establish and modify Rules and Regulations specifying a procedure for such applications, the quality of materials that must be submitted, the approval of any contractors, and imposing other procedural conditions to approval.

9.2 Declarant Control. During the period of Declarant control, Declarant shall have the exclusive right to act as the representative of the Board for architectural control purposes.

ARTICLE X

INSURANCE; DAMAGE OR DESTRUCTION; EMINENT DOMAIN

10.1 Insurance. The Association Board and Unit Owners shall obtain and maintain insurance as provided in Section 703.17 of the Act, or such greater amount as may be set forth and established in the Bylaws that may be adopted by the Association from time to time.

10.2 Damage or Destruction of Common Elements.

(a) Duty to Repair and Reconstruct. If all or any part of the Common Elements (except to the extent that the same are designated as Limited Common Elements) become damaged or are destroyed by any cause, the damaged Common Elements shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds, except

to the extent Unit Owners holding seventy-five percent (75%) or more of the Percentage Interests consent to subject the Condominium to an action for partition. In that event, the Association shall record with the office of the Register of Deeds for Milwaukee County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to their respective Percentage Interests in the Common Elements determined prior to the taking.

(b) Plans and Specifications. Any reconstruction or repair of the Common Elements shall be made in accordance with the maps, plans, and specifications used in the original construction of the damaged improvements, unless the Board and a 2/3 majority of the Mortgagees authorize the variance. If a variance is authorized from the maps, plans, and specifications used in the original construction, then an amendment to the Condominium Plat and Declaration shall be recorded as necessary by the Association setting forth such authorized variance from the original construction.

(c) Responsibility for Repair. In all cases after a casualty has occurred to the Common Elements (except to the extent that the same are designated as Limited Common Elements), the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

(d) Insurance Proceeds and Construction Fund. All insurance proceeds received with respect to the Common Elements (except to the extent that the same are designated as Limited Common Elements) shall be held by the Association as trustee for the benefit of the Unit Owners and Mortgagees and shall be disbursed by the Association for the repair or reconstruction of such damaged Common Elements. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds received with respect to such Common Elements unless there is a surplus of insurance proceeds after such damaged Common Elements have been completely restored or repaired as set forth in Section 10.2(f) below.

(e) Assessments For Deficiencies. If the proceeds of insurance received by the Association with respect to those damaged Common Elements that are not also designated Limited Common Elements are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made pursuant to Section 8.3 against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

(f) Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Common Elements or any portion of the Common Elements taken by eminent domain are referred to herein as "Construction Funds." It shall be presumed that the first monies disbursed in payment of costs of reconstruction or repair is insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners in accordance with their respective Percentage Interests in the Common Elements.

(g) Mortgagees' Consent Required. No approval, consent or authorization given by any Unit Owner under this Section 10.2 shall be effective unless it is consented to in writing by the Mortgagee (if any) holding the first lien against the Unit.

10.3 Damage or Destruction of Unit or Limited Common Elements. Subject to Article IX, following any damage or destruction to any Unit and/or the Limited Common Elements appurtenant to such Unit, then the Unit Owner shall repair and restore such Unit and/or Limited Common Elements appurtenant thereto to its condition prior to the damage or destruction as soon as possible. The Unit Owner may make changes to the interior design of the Unit provided such changes meet the requirements of Section 5.4. In the case of any damage or destruction to any improvements constituting the Unit or Limited Common Elements appurtenant thereto, the Association shall disburse the insurance proceeds attributable to such improvements to the Unit Owner of such Unit (or, if the damage is to a Limited Common Element appurtenant to more than one Unit, to the Unit Owners of the Units to which the Limited Common Element is appurtenant) in monthly installments to fund the reconstruction and repair of the improvements. Following completion of the work described in the previous sentence, the Association shall disburse the balance of the insurance proceeds attributable to such improvements to the Unit Owner (or applicable Unit Owners, if the damaged Limited Common Element is appurtenant to more than one Unit). The Unit Owner shall have the sole responsibility for all repair and reconstruction of improvements constituting the Unit, as well as to any Limited Common Element appurtenant to the Unit (and in the event that the Limited Common Element in question is appurtenant to more than one Unit, each Unit Owner of a Unit to which such Limited Common Element is deemed appurtenant will be jointly and severally responsible for any repair and reconstruction of the improvements constituting the Limited Common Element).

10.4 Insurance Deductible. In the event of any insured loss, the Association's deductible shall be considered a maintenance expense to be paid by the person or entity (including the Association) who would be responsible for such maintenance under the Master Condominium Instruments, in the absence of insurance. If the loss is caused by more than one Unit or a Unit and the Common Elements, the deductible shall be equitably apportioned by the Board in its sole discretion among the parties suffering loss in proportion to the total cost of repair of insurable items. The amount due from any Unit Owner for the deductible shall be conclusive as long as the Board provided each interested party an opportunity to state its position prior to any apportionment. In determining the allocation of the deductible, the Board may take into account whether or not the negligence of any person or entity contributed to the loss, even if the loss didn't originate from that unit (e.g. unit owner leaves window open in winter and common element pipe freezes) and may allocate the deductible based on any such negligence.

10.5 Condemnation.

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

- (i) Every Unit Owner shall be allocated the entire award for the taking of all or part of its respective Unit or any improvements constituting the Unit and for consequential damages to the Unit or any improvements constituting the Unit.

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

(b) Determination to Reconstruct Common Elements. Following the taking of part of the Common Elements, the Common Elements shall be restored or reconstructed, unless the Unit Owners holding seventy-five percent (75%) or more of the Percentage Interests consent to subject the Condominium to an action for partition. In that event, the Association shall record with the office of the Register of Deeds for Milwaukee County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to their respective Percentage Interests in the Common Elements determined prior to the taking.

(c) Determination to Reconstruct Units or Limited Common Elements. Subject to Article IX, following the taking of part of a Unit, the Unit Owner shall cause the balance of the Unit to be restored or reconstructed, unless the restoration or reconstruction of the Unit to a usable whole is impractical or impossible as determined by such Unit Owner in its sole discretion. Following the taking of part of a Limited Common Element, the Unit Owner or Unit Owners whose Unit is appurtenant to such Limited Common Element shall cause such Limited Common Element to be restored or reconstructed, unless the restoration or reconstruction of such Limited Common Element is impractical or impossible as determined by such Unit Owner or Unit Owners in its or their sole discretion.

(d) Plans and Specifications for Common Elements or Unit. Any reconstruction of any partially taken Common Elements or any partially taken Unit shall, as far as is practicable, be made in accordance with the maps, plans and specifications used in the original construction, unless the Board shall authorize a variance from such plans and specifications. If a variance is authorized from the maps, plans, and specifications used in the original construction, then an amendment to the Condominium Plat and Declaration shall be recorded as necessary by the Association setting forth such authorized variance from the original construction.

(e) Responsibility for Reconstruction. Subject to Article IX, in all cases after a taking of all or part of the Common Elements not designated as Limited Common Elements, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild. In all cases after a taking of all or part of a Unit, the responsibility for restoration and reconstruction shall be that of the Unit Owner. In all cases after a taking of all or part of a Limited Common Element, the responsibility for restoration and reconstruction of such Limited Common Element shall be that of the Unit Owner or Unit Owners whose Unit is appurtenant to such Limited Common Element.

(f) Assessments for Deficiencies. If the condemnation award for the taking of the Common Elements is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs.

(g) Surplus in Construction Fund. It shall be presumed that the first monies disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among the affected Unit Owners in accordance with their respective Percentage Interests in the Common Elements and/or Limited Common Elements.

(h) Percentage Interests Following Taking. Following the taking of all or any part of any Unit, then, unless the Condominium is submitted to an action for partition under (b) above, the Percentage Interest appurtenant to any Unit shall be equitably adjusted to reflect the respective relative values of the remaining Units (or portions thereof) to all of the Units.

(i) Mortgagees' Consent Required. No approval, consent or authorization given by any Unit Owner under this Section 10.4 shall be effective unless it is consented to in writing by the Mortgagee (if any) holding the first lien against the Unit.

ARTICLE XI

EASEMENTS AND RESERVATIONS

11.1 Additional Easements. In addition to and in supplementation of the easements provided for elsewhere in this Declaration and by Section 703.32 of the Wisconsin Statutes, as amended and renumbered from time to time, and other provisions of the Act, and any and all licenses, easements, rights-of-way, covenants, limitations and restrictions of record, the Condominium shall be subject to the following easements and restrictions:

(a) Utility and Other Easements. The Units, Limited Common Elements and Common Elements, as well as the Condominium Property, shall be, and are hereby, made subject to easements in favor of the Declarant, any Unit Owner, the Association, appropriate utility and service companies and governmental agencies or authorities for (1) any existing Service Elements that serve any portion of the Condominium Property as of the recording of this Declaration, and (2) any additional Service Elements that may be necessary or desirable in the future to serve any portion of the Condominium Property but only if such additional Service Elements (i) are approved by, and in locations designated by the Association Board, and (ii) do not materially interfere with the use and enjoyment of any Units, Limited Common Elements and/or Common Elements. Subject to the requirements set forth in this section, the easements provided for by this Section 11.1(a) shall include, without limitation, rights of Declarant, any Unit Owner, the Association, any providing utility, any service company, and any governmental agency or authority and any of them to install, lay, maintain, repair, relocate and replace Service Elements and any other appropriate equipment and facilities over, under, through, along and on the Units, Limited Common Elements and Common Elements. Unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of the recording of this Declaration or so as not to materially interfere with the use or occupancy of the Unit by its Unit Owner and its Invitees.

(b) Common Elements and Limited Common Elements Easement in Favor of Unit Owners. The Common Elements and the Limited Common Elements shall be and are hereby

made subject to an easement in favor of the Association and the Units benefited by such Common Elements and Limited Common Elements for the installation, repair, maintenance, use, removal and/or replacement of Service Elements, whether or not such Service Elements are located in any of the other Units or in any other part of the Condominium, to the extent such Service Element serves any Unit or is necessary for service to any Unit provided that any such installation, repair, maintenance, use, removal and/or replacement of any such item does not, in the determination of the Association Board, unreasonably interfere, in any material adverse respect for any significant time period, with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of any Building, or impair or structurally weaken any Building or the mechanical and utility systems serving any Building and any and all such work is performed in a good and workmanlike manner.

(c) Units, Limited Common Elements and Common Elements Easement in Favor of Association. The Units, Limited Common Elements and the Common Elements are hereby made subject to the following easements in favor of the Association and its agents, employees and independent contractors:

- (i) For inspection of the Units, Common Elements and Limited Common Elements in order to verify the performance by Unit Owners of all items of maintenance and repair for which they are responsible and to correct or remove therefrom any violations of the Master Condominium Instruments or applicable governmental regulations;
- (ii) For inspection, installation, maintenance, repair, replacement, renovation, alteration, improvement, or relocation of Service Elements, the Common Elements, or the Limited Common Elements situated in or accessible from such Units, Limited Common Elements or Common Elements;
- (iii) For correction of emergency conditions in one or more Units, Limited Common Elements or Common Elements;
- (iv) For inspection, assessment, repair, replacement, renovation, alteration or improvement as may be necessary or desirable as a result of a casualty or condemnation to any of the Limited Common Elements, Common Elements or Units; and
- (v) For inspection, maintenance, repair or replacement if the Unit Owner fails to comply with the Environmental Documents or violates the terms thereof.

Any installation, replacement or relocation of Limited Common Elements, Common Elements or Service Elements within a Unit shall be located at or near previous locations (if any) or, to the extent commercially feasible, in locations which will not unreasonably disturb the use of the Unit for its intended purposes. Except in an emergency, any right of access to a Unit granted pursuant to this section shall be exercised only after five (5) business days advanced notice

and with commercially reasonable efforts to minimize interference with the use of such Unit. In case of an emergency such right of entry shall be immediate and without notice, whether or not the Unit Owner is present at the time.

(d) Emergency Ingress and Egress. All Units and Limited Common Elements appurtenant to the Units shall be subject to an easement for ingress and egress as may be necessary for the provision of any emergency services or as otherwise may be necessary with regard to emergency egress from any Building situated on the Condominium Property.

(e) Subjacent and Lateral Support Easement. Any structural and load bearing retaining and foundation walls, structural slabs, columns and pillars and similar improvements situated in and as part of a Unit that provide material structural support to improvements on and part of another Unit shall be subject to a perpetual easement to and for the benefit of the supported Unit for subjacent and lateral support and the Unit subject to such easement for the benefit of the supported Unit shall not be modified, altered or reconstructed in any manner that would materially endanger the structural soundness, weaken, lessen or undermine the subjacent and lateral support provided to the supported Unit as described herein.

(f) Access and Use Easement. Each Unit Owner, along with its Invitees, is hereby granted a non-exclusive easement in common with all other Unit Owners, and their respective Invitees, for pedestrian and vehicular, as applicable, ingress and egress through, and the use and enjoyment of, those portions of the Condominium Property that consist specifically of vehicle drive aisles, exterior parking areas (to the extent same are intended for general public use and not otherwise restricted or reserved), sidewalks and pedestrian pathways, to the extent that such areas of the Units are maintained as public spaces of the Condominium Property and have not been designated or restricted for the exclusive use of a tenant or other occupant of a Unit, closed off to public access or otherwise restricted as to private use by a Unit Owner or pursuant to any Rules and Regulations that may be adopted by the Board from time to time.

(g) Declarant's Easements.

- (i) During any construction or development of the Condominium Property by Declarant, Declarant reserves an easement for itself and for the benefit of any contractors to use portions of the Common Elements, Limited Common Elements and any Units, for any purpose related to the construction, repair or renovation of the Condominium Property, which such easement includes the right of Declarant and its contractors and subcontractors to the storage of tools, machinery, equipment, building materials, appliances, supplies and fixtures, and the performance of work respecting the Condominium Property, including, but not limited to, the installation, relocation, alteration, replacement and removal of utility systems and Service Elements.
- (ii) Declarant reserves an easement on, over and under those portions of the Condominium Property for the purpose of maintaining and correcting drainage of surface, roof or storm water. The easement

created by this Section 11.1(g)(ii) expressly includes the right to remove any existing structures, cut any trees, bushes, or shrubbery, to grade any soil, to landscape or to take any other action reasonably necessary.

- (iii) Until the Declarant shall have satisfied all of its obligations under the Master Condominium Instruments and all commitments in favor of any Unit Owner, the Association and the City of Oak Creek, Declarant shall have an easement through the Units, Limited Common Elements and the Common Elements for any access necessary to complete any construction repairs, replacement, maintenance, renovations or modifications that are required to be performed by Declarant.
- (iv) No Unit Owner or the Association shall take any action, or fail or refuse to take any action, whether or not requested by Declarant, which would in any manner impair, impede, limit, alter or prevent the completion of the construction or development of the Condominium Property by Declarant or the rights reserved or granted to Declarant under this Declaration, or make more costly or burdensome such construction or the exercise of such rights by Declarant hereunder.

11.2 Binding Nature. All easements and rights described herein are granted and reserved to and shall inure to the benefit of and be binding upon, Declarant, the Association, all Unit Owners and their respective Invitees and their respective successors and assigns. Either the Association or Declarant, as applicable, shall have the authority to execute all documents necessary to carry out the intent of this section.

11.3 Damage to Unit; Easement Indemnification. Each party exercising its rights under any easement granted hereunder over a Unit shall exercise such right in a reasonable manner in order to minimize interference with the use and occupancy of the Unit over which the right is being exercised and promptly repair and restore any damage to the Unit caused by such exercise to its condition immediately prior to such exercise. With respect to any easement granted pursuant to this Declaration by any Unit Owner or the Association to any other Unit Owner, their Invitees or the Association, as the case may be, the party exercising the specific easement rights granted hereunder will, to the extent not covered by any insurance carried by any Unit Owner or the Association, indemnify and hold harmless the Unit Owner (in the case of an easement over any Unit or Limited Common Element) or the Association (in the case of any easement over any Common Elements) for any loss, damages, claims and liabilities to the extent resulting from such benefiting party's exercise of its easement rights. Except in an emergency, or as otherwise expressly set forth in this Declaration, any right of access to a Unit, any Limited Common Elements appurtenant thereto, or the Common Elements, granted pursuant to this Declaration shall be exercised only after five (5) business days advanced written notice to the applicable Unit Owner (in the case of access to a Unit or any Limited Common Elements appurtenant thereto) or the Association (in the case of access to any Common Elements). Notwithstanding the foregoing, in case of an emergency such right of entry shall be immediate and without notice, whether or not

the Unit Owner (in the case of a Unit or a Limited Common Element appurtenant thereto) or a representative of the Association (in the case of any Common Elements) is present at the time.

ARTICLE XII

MORTGAGEES

12.1 Separate Mortgages of Units. No Unit Owner shall have the right or authority to Mortgage or otherwise encumber the Property or any part thereof; provided, however, that each Unit Owner shall have the right to Mortgage or encumber his or her own Unit and its rights undivided percentage rights to the Common Elements.

12.2 Mortgagees. When a Mortgage is delivered by a Unit Owner to the Mortgagee, the Unit Owner shall simultaneously notify, in writing, the secretary of the Association of the name and address of such Mortgagee. Upon receipt of such notice, the secretary of the Association shall notify the insurer of the Mortgagee's name and address.

12.3 Roster of Mortgagees. The Board shall maintain a roster of Mortgagees from information received by the Unit Owners. The roster shall state the name and address of each Mortgagee. Each Mortgagee shall advise the Association as to the priority of its lien on the Unit.

12.4 Liens. The liens for Assessments created under the Act or pursuant to the Declaration or the Bylaws upon the Unit shall be subject and subordinate to and shall not affect liens for general and special taxes, all unpaid sums on a first-lien Mortgage recorded prior to the making of the Assessment, construction liens filed prior to the making of the Assessment and all unpaid sums on any loan made by the Veterans Administration under Section 45.79 of the Wisconsin Statutes.

12.5 Mortgagee in Possession. A Mortgagee acquiring title to a Unit pursuant to remedies provided in its Mortgage or through foreclosure shall not be liable for any of such Unit's unpaid assessments accruing prior to the Mortgagee's acquisition of title to the Unit.

12.6 Rights of Mortgagees. Each Mortgagee, its agent or representative, upon written request to the Board, shall be entitled thereafter to the following:

(a) Notice of any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing its Mortgage;

(b) Notice of any ten (10) days delinquency in the payment of assessments or charges owed by the Owner of the Unit on which it holds a Mortgage;

(c) Notice that payment of the premium is more than ten (10) days late and notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association or any entity responsible for managing the Condominium within sixty (60) days prior to any such lapse, cancellation or material modification;

(d) Notice of any proposed action that requires the consent of a specified percentage of Mortgage holders;

(e) Notice of any default by the Owner of such Unit in the performance of such Owner's obligations under any of the Association Instruments which is not cured within thirty (30) days;

(f) Copies of the Master Association Instruments, budgets, notice of any Assessments, or any other notices or statements provided under this Declaration by the Board to the Unit Owner;

(g) Copies of any financial statements of the Association which are distributed to the Unit Owners;

(h) Copies of notices of meetings of the Unit Owners and the right to be represented at any such meetings by a designated representative;

(i) Notice of damage in excess of \$50,000.00 to, or destruction of, any Unit or subject to the Mortgage or any damage to the Common Elements in excess of \$100,000.00;

(j) Notice of any decision by the Board to terminate any professional management of the Property;

(k) Notice of any proposed action which would require the consent of Mortgagees pursuant to the Act;

(l) The right to examine the books and records of the Association at any reasonable time and to audit the same at its sole cost;

(m) Notice of any judgment which is rendered against the Association;

(n) The right to cure a default in the payment of any Assessment; and

(o) Upon written request of any of the Agencies (defined below), the Association shall prepare and furnish, within a reasonable time, an audited financial statement of the Association for the immediately preceding fiscal year.

Unless otherwise stated, the above notices shall be in writing and shall be provided to the Mortgagee within a reasonable time after the occurrence of the event which requires a notice to be given by the Association.

12.7 Restrictions on Actions of Association. The Association may not: (i) encumber the Common Elements; (ii) assign the future income of the Association, including the right to receive any Assessments; or (iii) violate the Condominium Instruments, or the Environmental Documents. However, no provision contained herein shall be deemed to limit the Association's power to grant any easements over the Common Elements.

12.8 Amendment to Declaration and Bylaws. No material amendment to this Declaration or the Bylaws shall be made unless first agreed to by at least 67% of the Unit Owners, plus first-lien Mortgagees that represent at least 51% of Units subject to first-lien Mortgages. A Mortgagee's agreement to the proposed amendment will be deemed given in the event that the

Mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after the Mortgagee actually receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with “return receipt” requested.

12.9 Priority of First-Lien Mortgagees. Except as otherwise provided by the Act, no provision of the Master Association Instruments shall be construed to grant to any Unit Owner or other party priority over any rights of the first-lien Mortgagees in the case of payment to the Unit Owner of proceeds from termination, insurance proceeds, or condemnation awards for losses to or a taking of Units and/or Common Elements.

12.10 Restoration. Any restoration or repair of the Condominium after a partial condemnation or damage due to an insured hazard shall be performed substantially in accordance with this Declaration and the original plans and specifications, unless other action is approved by first-lien Mortgagees that represent at least 51% of Units subject to first-lien Mortgages.

12.11 Termination. Any action to terminate the Condominium or to use insurance proceeds for any purposes other than to restore/rebuild the Condominium must first be agreed to by first-lien Mortgagees that represent at least 51% of the Units subject to first-lien Mortgages.

12.12 Rights of First Refusal. In the event there are any rights of first refusal in the Association Instruments, they will not apply to or adversely impact the rights of a Mortgagee to: foreclose or take title to a Unit pursuant to the remedies in its Mortgage; accept a deed or assignment in lieu of foreclosure in the event of default of the Mortgage by a Unit Owner; or sell or lease a Unit acquired by the Mortgagee.

12.13 Insurance. The Association shall be required to maintain all insurance required by the Agencies (defined below).

12.14 Application and Effect. The provisions of this Section shall supersede any inconsistent provision or provisions of this Declaration, the Bylaws or the Rules and Regulations; provided, however, that said provisions shall not be deemed to limit or expand the following:

- (a) the right granted to the Declarant to subdivide or relocate the boundaries of Units; and/or
- (b) the rights of any Unit Owner and his or her Mortgagee with respect to matters solely affecting such Unit and/or Mortgage.
- (c) the exercise or termination of the right of the Declarant to expand the Condominium pursuant to this Declaration, which exercise or termination shall not require the consent of any Unit Owner or Mortgagee.

12.15 Special Amendments. Declarant, for as long as the Declarant shall have ownership in the Property or Condominium, and when the Declarant no longer has an interest in the Property or Condominium then the Board, shall have the right and power to record special amendments to this Declaration at any time and from time to time which amend this Declaration (i) to comply with requirements of the FNMA, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the

Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities or any institutional lender issuing a commitment to make Mortgage loans covering twenty percent (20%) or more of the Units ("Agencies"), (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee Mortgages secured by any Unit, (iii) to conform this Declaration with the requirements of the Act, or (iv) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to make or consent to a special amendment on behalf of each Unit Owner. Each deed, Mortgage or other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power reserved to Declarant to make, execute and record Special Amendments. The rights reserved to the Declarant under this Section shall terminate at such time as the Declarant no longer holds or controls title to any part of the Property or ten (10) years from the date this Declaration is recorded, whichever first occurs.

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

ARTICLE XIII

AMENDMENT OF DECLARATION

13.1 General. Except as otherwise provided herein, this Declaration may be amended only by the written consent of Owners of Units which represent at least sixty-seven (67%) of the Percentage Interests. A Unit Owner's consent is not effective unless approved by the Unit's first lien Mortgagee, if any (subject to the Single Family Condominium Instruments). Amendments shall be prepared and executed by the president of the Association and shall become effective when recorded in the Milwaukee County Register of Deed's Office. A Mortgagee of a Unit shall be provided a copy of any adopted amendment to the Declaration within ten (10) days of the adoption of same. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded (except that a first-lien Mortgagee shall be entitled to bring a challenge to an amendment after this one (1) year period if the challenge is based upon a failure to obtain the first-lien Mortgagee's consent to such amendment as required by this Section 13.1). No amendment shall eliminate the obligation of the Association, pursuant to Section 7.1, to enforce the terms of the Institutional Controls, including the Environmental Documents imposed by the DNR. Furthermore, notwithstanding the creation of the Single Family Condominium, no amendment shall be allowed to allow a Unit Owner to separate its unit from the Association, or merge two contiguous units into a single unit.

13.2 Special Approvals of Certain Amendments.

(a) No amendment shall adversely affect a special right conferred on or reserved to Declarant under this Declaration without Declarant's written consent.

(b) If the revision or adoption of a building code or zoning ordinance prevents or substantially affects the reconstruction of a Unit, Limited Common Element or Common Element as platted, the Declarant, Unit Owner, or Association, as appropriate, may reasonably modify the Condominium Plat, by addendum in accordance with Section 703.095 of the Act, to the extent necessary to comply with the code or ordinance in order to reconstruct the Units, Limited Common Elements or Common Elements.

(c) No easement created under this Declaration may be amended in a manner that adversely affects the rights of any beneficiary thereto without such beneficiary's consent.

ARTICLE XIV

GENERAL PROVISIONS

14.1 Enforcement.

(a) Enforcement by Association. The Association shall not have the right to enforce any provisions of this Declaration against any Unit Owner for failing to comply with any provision of this Declaration, the Bylaws or the Rules and Regulations unless the Association has first given the Unit Owner written notice describing the failure and such failure remains uncured thirty (30) days after delivery of the notice, except that no notice shall be required where an emergency condition (such as the threat of immediate harm to persons or immediate and material harm to property) exists and the Association takes immediate action to remedy the same. Thereafter, the Association shall have the right to take any and all actions necessary to enforce the terms of this Declaration, including, without limitation, (a) correcting the failure at the Unit Owner's expense, and/or (b) enforcing the provisions of this Declaration by proceedings at law or in equity, and/or (c) imposing a fine for each day the violation continues, at such amount as may from time to time be set forth in the Bylaws or the Rules and Regulations. The Association may levy a Special Assessment (the "Default Special Assessment") to recover any costs incurred by the Association and/or fines levied by the Association. The Default Special Assessment may be levied against the Unit of the Unit Owner who has failed to comply with any provision of this Declaration, the Bylaws or the Rules and Regulations.

(b) Enforcement by Unit Owner. Any Unit Owner (the "Petitioner") who wishes to enforce the provisions of this Declaration against any other Unit Owner shall first submit to the Association (with a copy to the other Unit Owner) a petition asking the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other person or entity (the "Petition"). The Association shall then have thirty (30) days from the date the Petition is filed (the "Consideration Period") to consider the Petition. If the Association denies or fails to act upon the Petition to the satisfaction of the Petitioner within the Consideration Period, thereafter the Petitioner shall have the right to enforce the provisions of this Declaration, to the extent that the Petitioner shall so have petitioned, by commencing arbitration proceedings under Section 14.1(c), below to seek, without limitation, monetary damages or by seeking injunctive relief by commencing proceedings in equity; provided, however, that the Petitioner shall be a Unit Owner at the time of commencement of such proceedings and that the Petitioner shall commence the proceedings within a period of sixty (60) days from the earlier to occur of (i) the date of the Association's denial of such petition, or (ii) the passage of the Consideration Period.

(c) Arbitration.

- (i) Default Special Assessments. Any Unit Owner against whose Unit a Default Special Assessment is levied may, within twenty (20) days of such levy, contest the Default Special Assessment by submitting the same to arbitration, in which case execution upon the levy shall be suspended pending final decision in such arbitration. The arbitrator shall have the power to reduce or eliminate the Default Special Assessment.
- (ii) Monetary Damages or Injunctive Relief. Any claim brought by the Association or any Petitioner seeking monetary damages or injunctive relief against any Unit Owner shall be submitted to arbitration; and
- (iii) Arbitration Procedure. Where any dispute arising under this Declaration is required to be submitted to arbitration, the arbitration shall be conducted by a single, neutral arbitrator selected by mutual agreement of the parties, or, if they cannot reach agreement within sixty (60) days of the matter being submitted to arbitration by a party delivering written notice of a demand for arbitration to the other party, by the American Arbitration Association (“AAA”) under its standard selection procedures, and the arbitration shall be conducted under its Arbitration Rules for the Real Estate Industry. Arbitration shall take place in Milwaukee, Wisconsin. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the arbitration, including required travel and other expenses of the arbitrator, AAA representatives, and any witness and the cost of any proof produced at the direct request of the arbitrator, shall be borne equally by the parties, unless they agree otherwise or unless the arbitrator in the award assesses such expenses or any part thereof against any specified party or parties. During the pendency of any arbitration, all judicial proceedings regarding the same subject matter of the arbitration shall be stayed. Any party to the arbitration may appeal the decision of the arbitrator to the Milwaukee County Circuit Court, provided such appeal is made within thirty (30) days of the date of the arbitrator’s decision.

14.2 Attorneys’ Fees. In the event of any proceeding at law or in equity as provided for in Section 14.1 above, the prevailing party in any such proceeding shall be awarded its reasonable attorneys’ fees and expenses in prosecuting or defending such proceeding, as the case may be.

14.3 Non-waiver. No covenant, restriction, condition, obligation, right or other provision contained in this Declaration or the Association Instruments shall be deemed to have been waived

or abrogated by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur, or any lapse of time.

14.4 Severability. The invalidity of any covenant, restriction, condition, limitation, easement, reservation or any other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of any provision of this Declaration not declared invalid or unenforceable by a court of competent jurisdiction.

14.5 Covenants to Run with the Land. The provisions of this Declaration shall be deemed and taken to be covenants running with the land and shall be binding upon any Person having at any time any interest or estate in the Condominium.

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

14.7 Headings and Captions. The article, section and paragraph headings and captions are for ease of reference only and shall in no way define or limit the scope or intent of any article, section or paragraph.

14.8 Registered Agent. The Declarant shall be the initial Registered agent for the Condominium and the address shall be F Street Development Group, LLC, 1134 N. 9th Street, Suite 200, Milwaukee, WI 53233. A successor resident agent may be named by the Board which shall be effective when the name of the successor is duly filed with the Wisconsin Department of Financial Institutions.

14.9 Notices. A notice to be given hereunder to a Unit Owner shall be deemed given upon personal delivery to the Owner (or any one of the Owners, if a Unit is owned by more than one Owner), or upon mailing in the United States Mail, first class postage affixed, addressed to the Unit Owner as such address is reflected on the records of the Association from time to time.

14.10 Disclosure Regarding Construction. Declarant discloses that until and after Declarant has sold all of the Units, there will be construction activity in connection with the construction of Units which may lead to noise, construction traffic, dust and other conditions incident to construction. Every Unit Owner, including Declarant, shall use reasonable efforts to avoid and to cause its contractors to limit disruption to other Unit Owners during all periods of construction activity relating to the Unit owned by such Unit Owner.

14.11 Disclosure Regarding Warranties. Declarant shall assign to the Association upon substantial completion of each phase of construction all warranties held by Declarant and covering any construction of the Common Elements. No warranties or representations, express or implied, including, but not limited to, the implied warranty of fitness for a particular purpose and merchantability, are made by Declarant to any Unit Owner or other person or entity regarding the past or future performance or quality of the Common Elements. Any implied warranty of workmanlike performance and that any Structure or Common Element is or will be reasonably adequate for use and occupancy, created by Section 706.10(7), Wisconsin Statutes, which statutory section creates the above-stated implied warranties, for the conveyance of a newly constructed home or condominium, is hereby expressly disclaimed and excluded. Any other implied warranties

created by common law, including, without limitation, Declarant's duty to perform all work in a good and sufficient workmanlike manner, are also disclaimed and excluded. Any claims by the Association against a contractor to recover damages resulting from construction defects in any of the Common Elements or Limited Common Elements shall be subject to the provisions of Section 895.07, Wisconsin Statutes.

14.12 Assignment by Declarant. Subject to any prohibitions within the Act, all of the rights and benefits conferred on or reserved herein for Declarant in its status as such (as opposed to those rights or benefits conferred on or reserved for all Owners or groups thereof) may be assigned as follows: (a) to any person by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded in the Milwaukee County Register of Deed's Office, or (b) to any purchaser of the Declarant's rights in a foreclosure sale or deed in lieu of foreclosure, without any specific written assignment of Declarant's rights, or (c) to any person or entity to which Declarant's rights have been collaterally assigned upon the exercise of such person's or entity's right under such collateral assignment, without any specific written assignment of Declarant's rights. An assignment of Declarant's rights is effective from the date of recordation of the assignment under (a), the deed under (b), or notice by such collateral assignee of such exercise under (c). A mortgage or other security interest granting a collateral assignment of Declarant's rights does not confer on the mortgagee or holder of the security interest the right to act as Declarant without some further act under (a) or (b) or (c). From and after each assignment, or after the affirmative activation of such collateral right, only the assignee may act as Declarant under this Declaration with respect to the rights assigned and all prior persons holding Declarant's right shall no longer be entitled to exercise such rights. No successor Declarant shall be responsible or liable for the obligations of a Declarant arising before the date on which such successor Declarant may act as above.

ARTICLE XV

EXPANSION

The Declarant hereby expressly reserves an option until the tenth (10th) anniversary of the recordation of this Declaration to expand the Condominium in compliance with Section 703.26 of the Act without the consent of any Unit Owner or mortgagee. The option to expand may be terminated prior to such anniversary only upon the recordation by the Declarant of an amendment to this Declaration. The option to expand is subject to the following:

The Declarant expressly reserves the unqualified right to add all or any portion(s) of the expansion real estate identified on Exhibit C ("Expansion Real Estate"), to add additional Units, or to do either or both of the foregoing at any time or from time to time at different times within the aforesaid ten (10) year period, provided, only that the total area of Expansion Real Estate added to the Condominium shall not exceed the total area of the Expansion Real Estate as described on Exhibit C, and further shown on Exhibit E attached hereto and incorporated hereon.

At such time as the Condominium is expanded, if at all, the total maximum number of Units in the Condominium will not exceed sixty (60) if fully expanded.

In order to exercise its rights pursuant to this Article, Declarant shall execute and record a supplemental declaration, which supplemental declaration shall describe the Expansion Real Estate or the Units to be added to the Condominium, the number of Units to be added, a description of said Units and any Limited Common Elements or Common Elements, the percentage of ownership in the Common Elements of all Units, the number of votes appurtenant to each Unit, and any complimentary additions and modifications to the Declaration as may be necessary and desirable to reflect the different character, if applicable, of the Expansion Real Estate being submitted to the Declaration, including a provision for additional easements, and to reflect any adjustment to the common expenses in connection with the Condominium as expanded.

Declarant makes no assurances as to the locations of improvements that may be constructed on any portion of the Expansion Real Estate. The proposed location of buildings on the Expansion Real Estate as set forth on Exhibit E represent estimates only and Declarant specifically reserves the right to make alterations and modifications to the number, location and layout of improvements to be constructed on the Expansion Real Estate. Such improvements as may from time to time exist on any portion of the Expansion Real Estate will become part of the Condominium if and only if the Declarant's option to expand is timely exercised to include those portions of the Expansion Real Estate on which such improvements exist.

No assurances are made by Declarant as to the size or type of Units or other improvements that may be created in the future on the Expansion Real Estate.

Declarant expressly reserves the right to create Limited Common Elements on the Expansion Real Estate, and to designate Common Elements thereon. Declarant makes no assurances as to the type, size or maximum number of such Common Elements or Limited Common Elements.

In the event the Condominium is expanded, the allocation of percentage of ownership in the Common Elements in the Condominium, as expanded from time to time, shall be determined as a product of the total number of livable dwellings within a Unit on a prorata basis, to reflect the addition of any Units added by such expansion.

In the event the Declarant exercises its right to expand the Condominium pursuant hereto, then upon any such expansion all references in this Declaration to the "Buildings," the "Condominium," "Units," "Condominium Property," "Owners," "Association," and all other terms which refer to the Condominium or any aspect thereof automatically shall refer to the Condominium as expanded.

In no event shall the Declarant be required to expand the Condominium or add any portion of the Expansion Real Estate thereto.

15.1 Easements for the Expansion Real Estate. Declarant reserves an easement over the Condominium for ingress and egress for purposes of (i) accessing the Expansion Real Estate in order to construct improvements, (ii) activities related to sales or ownership of any portion of the Expansion Real Estate, including access by future homeowners in the Expansion Real Estate and (iii) installation of such utilities and other infrastructure as the Declarant deems appropriate in order to service the Expansion Real Estate, including increasing the sizing of any infrastructure as

the Declarant deems necessary. This easement will exist and apply whether or not the Expansion Real Estate or such improvements are then intended to become a part of the Condominium as part of an expansion. The easement in this Section is intended to supplement and not limit the easements reserved in Article XI.

[Signatures on next page following.]

IN WITNESS WHEREOF, Declarant caused this Declaration to be signed by its authorized officer effective as of the first day set forth above.

F STREET OCLV LLC,
a Wisconsin limited liability company

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 2022, the above-named _____, who is known to me to be the _____ of F STREET OCLV LLC, who executed the foregoing instrument and acknowledged the same in the capacity set forth above.

Print Name: _____
Notary Public, State of _____
My Commission: _____

CONSENT OF EXPANSION REAL ESTATE OWNER

The undersigned, being the Owner of the Expansion Real Estate, hereby consents to Article XIV of the foregoing.

CITY OF OAK CREEK

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 2022, the above-named _____, who is known to me to be the _____ of _____, who executed the foregoing instrument and acknowledged the same in the capacity set forth above.

Print Name: _____
Notary Public, State of _____
My Commission: _____

CONSENT OF EXPANSION REAL ESTATE OWNER

The undersigned, being the Owner of the Expansion Real Estate, hereby consents to Article XIV of the foregoing.

EDISON M. BOERKE FAMILY TRUST

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 2022, the above-named _____, who is known to me to be the _____ of _____, who executed the foregoing instrument and acknowledged the same in the capacity set forth above.

Print Name: _____
Notary Public, State of _____
My Commission: _____

EXHIBIT A

LEGAL DESCRIPTION OF CONDOMINIUM PROPERTY

[Insert final Subdivision Plat description when known/recorded]

Parcel Identification Number: _____

EXHIBIT B
CONDOMINIUM PLAT

[See Attached]

EXHIBIT C

EXPANSION REAL ESTATE

[Insert legal description of City Option Lands and Boerke Option Lands]

EXHIBIT D

PERCENTAGE INTERESTS IN COMMON ELEMENTS

	Percentage Interest	Number of Votes	Type of Units
Unit 1	0.69%	1	Single Family and Villa Unit (See Single Family Declaration)
Unit 2	6.48%	6	Townhome Unit (See Single Family Declaration)
Unit 3	2.08%	2	Single Family Unit (See Single Family Declaration)
Unit 4	1.85%	2	Single Family Unit (See Single Family Declaration)
Unit 5	1.16%	1	Single Family Unit (See Single Family Declaration)
Unit 6	0.46%	1	Villa Unit (See Single Family Declaration)
Unit 7	19.44%	19	Multi Family Unit
Unit 8	26.62%	27	Multi Family Unit
Unit 9	12.96%	13	Multi Family Unit
Unit 10	14.58%	15	Multi Family Unit
Unit 11	1.39%	1	Single Family and Villa Unit (See Single Family Declaration)
Unit 12	1.16%	1	Single Family Unit (See Single Family Declaration)
Unit 13	0.93%	1	Villa Unit (See Single Family Declaration)
Unit 14	0.69%	1	Villa Unit (See Single Family Declaration)
Unit 15	0.69%	1	Villa Unit (See Single Family Declaration)
Unit 16	1.16%	1	Villa Unit (See Single Family Declaration)
Unit 17	1.16%	1	Villa Unit (See Single Family Declaration)
Unit 18	1.16%	1	Villa Unit (See Single Family Declaration)
Unit 19	1.16%	1	Villa Unit (See Single Family Declaration)
Unit 20	1.85%	2	Villa Unit (See Single Family Declaration)
Unit 21	2.31%	2	Villa Unit (See Single Family Declaration)
TOTAL	100.00%	100	

Note: Units 1-6 and 11-21 are current raw land units. As such, the percentage interests may be amended if, and, as there are subsequent sub-condominiums or separation of units, based on actual unit counts

EXHIBIT E

SITE PLAN OF EXPANSION REAL ESTATE

Draft as of 3/21/2022 (v7)

**DECLARATION OF
CONDOMINIUM
AT
THE RESIDENCES AND
CLUBHOUSE AT LAKESHORE
COMMONS CONDOMINIUM**

Document Number

Document Title

Recording Area

Prepared by and Return to:

Derek Taylor, Esq.

Husch Blackwell LLP

511 N. Broadway, Suite 1100

Milwaukee, WI 53202

PIN: See Exhibit A

**DECLARATION OF CONDOMINIUM
AT
THE RESIDENCES AND CLUBHOUSE AT LAKESHORE COMMONS
CONDOMINIUM**

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Exhibit A – Legal Description
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**DECLARATION OF CONDOMINIUM
AT
THE RESIDENCES AND CLUBHOUSE AT LAKESHORE COMMONS
CONDOMINIUM**

THIS DECLARATION OF CONDOMINIUM AT THE RESIDENCES AND CLUBHOUSE AT LAKESHORE COMMONS CONDOMINIUM (this “Declaration”) is made a this [] day of [], 2022, by F STREET OCLV LLC, a Wisconsin limited liability company (“Declarant”), pursuant to Chapter 703 of the Wisconsin Statutes, the Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the “Act”).

RECITALS:

A. WHEREAS, Declarant is the fee simple owner of all units in the Lakeshore Commons Master Condominium, a condominium located in Milwaukee County, Wisconsin (the “Master Condominium”), including, but not limited to Units 1 through 6 and 11 through 21, inclusively, of the Master Condominium (referred to herein as the “Property” and more fully described on Exhibit A, attached hereto).

B. WHEREAS, Declarant intends to initially develop one hundred fourteen (114) residential dwelling units within the Property. Pursuant to Article 3, Declarant has the right to expand the Condominium.

C. WHEREAS, Declarant intends by this Declaration to submit the ownership of the Property and all residential dwelling units located therein, including any and all rights, title and interests appurtenant thereto, to the condominium form of ownership under the Act and further desires to establish, for its own benefit and for that of all future owners and occupants of The Residences and Clubhouse at Lakeshore Commons Condominium, certain easements, rights, restrictions and obligations with respect to the ownership, use and maintenance of The Residences and Clubhouse at Lakeshore Commons Condominium on the terms and conditions hereinafter set forth.

NOW, THEREFORE, Declarant, the fee owner of the Property, by this Declaration hereby (i) submits the Property and the improvements thereon, subject to the terms, conditions, restrictions and obligations of the Master Condominium as set forth in the Master Condominium Instruments (defined below), as well as taxes and assessments not yet due and payable, municipal and zoning ordinances, recorded easements and restrictions, if any, and all other matters of record, to the condominium form of use and ownership as provided in the Act and this Declaration; (ii) establishes and imposes the following provisions, restrictions, conditions, easements and uses to which the Condominium may be put; and (iii) specifies that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding on Declarant, its successors and assigns, and all subsequent owners and occupants of all or any part of the Condominium.

**ARTICLE 1
PURPOSE, LEGAL DESCRIPTION, NAME, ADDRESS AND DEFINITIONS**

1.1 Purpose. The purpose of this Declaration is to submit the Property described herein to condominium ownership and use in the manner provided by the Act.

1.2 Legal Description. The real estate subject to this Declaration is more particularly described as the “Property” in Exhibit A attached hereto and, by this reference, made a part hereof.

1.3 Name and Address. The condominium to which this Declaration shall apply shall be known as “The Residences and Clubhouse at Lakeshore Commons Condominium,” and its address is _____, Oak Creek, Wisconsin.

1.4 Definitions. As used in this Declaration or the exhibits and schedules attached hereto, capitalized terms not otherwise defined have the meanings set forth below:

“Assessment” means a share of the Common Expenses, as hereinafter defined, and other special assessments or charges from time to time assessed against a Unit and the respective Unit Owner by the Association, all in accordance with this Declaration and the Association Instruments.

“Association” means and refers to The Residences and Clubhouse at Lakeshore Commons Condominium Owner’s Association, Inc., a Wisconsin non-stock corporation.

“Association Instruments” mean the Association’s Articles of Incorporation, Bylaws and Rules and Regulations, as adopted and amended from time to time.

“Board” or “Association’s Board” means the Board of Directors of the Association or the Master Association, as the context requires.

“Building” or “Buildings” generally means and refers to the buildings located on the Property, which has been or will be constructed (and as may be altered, modified and reconstructed in the future), in which the Units and certain of the Common Elements are situated.

“Building Pad” shall mean the areas shown on the Plat within with Buildings and Limited Common Elements may occur as described in Section 2.1.

“Clubhouse” means that certain clubhouse and related area, together with any privacy fences, including the Single Family Pool (as hereinafter defined), as designated on the Condominium Plat.

“Common Elements” shall mean all parts of the Condominium (as defined below) other than Units. Common Elements are composed of two categories. Certain Common Elements are available for the nonexclusive use and enjoyment of all Unit Owners (as defined below) and are referred to as the “General Common Elements.” Other Common Elements are limited to the use of one or more individual Units to which appurtenant, but not all Units, and are referred to herein as “Limited Common Elements”.

“Common Expenses” mean the expenses of the Association as defined in Article 9.

“Condominium” means the Property subject to this Declaration and all improvements constructed thereon which shall be known as “The Residences and Clubhouse at Lakeshore

Commons Condominium,” together with all rights, obligations and easements appurtenant thereto which are by this Declaration made subject to the Act.

“Condominium Instruments” mean this Declaration, the Condominium Plat and all exhibits and schedules attached thereto, all as may be amended from time to time as herein provided.

“Condominium Plat” means the Condominium plat of The Residences and Clubhouse at Lakeshore Commons Condominium, as recorded in the Office of the Register of Deeds of Milwaukee County, Wisconsin, as copy of which is attached hereto as Exhibit B, as amended from time to time.

“Declaration” means this Declaration which subjects the Property described in Exhibit A to the Act, and all exhibits and schedules attached hereto, as may be amended from time to time as herein provided.

“Declarant” means F Street OCLV LLC, a Wisconsin limited liability company, its successors and assigns, pursuant to assignment in accordance with Section 15.12 of this Declaration.

“Environmental Documents” shall mean the BMP and SMP documents as further defined in Section 8.1(d).

“Expansion Real Estate” means the real property together with all Buildings and improvements constructed or to be constructed thereon and all easements, rights, and appurtenances thereto, as described in the Master Condominium Instruments, which may be added in whole or in part at any time within ten (10) years of the date of this Declaration to the Condominium in accordance with the provisions of this Declaration and the Act.

“Ground Level” shall mean, with respect to any Building that is part of a Unit, the existing grade level of such Building and, with respect to any other portion of a Unit, the existing grade of the ground surface. Notwithstanding the foregoing, the Ground Level shall not conflict with the “Barrier” level as such term is defined in the Environmental Documents

“Limited Common Elements” means those Common Elements reserved for the exclusive use and enjoyment of, or service to, one or more but not all Owners of Units, all as identified on the Condominium Plat.

“Master Association” means and refers to the entity known as Lakeshore Commons Master Condominium Owner’s Association, Inc., a Wisconsin non-stock corporation.

“Master Association Instruments” mean the Master Association’s Articles of Incorporation, Bylaws and Rules and Regulations, as same may be adopted and amended from time to time.

“Master Condominium” means the Lakeshore Commons Master Condominium, a condominium located in Milwaukee County, Wisconsin, as referenced in Recital A above.

“Master Condominium Declaration” means the Declaration of Condominium at Lakeshore Commons Master Condominium and all exhibits and schedules attached hereto, as amended from time to time.

“Master Condominium Instruments” mean the Master Condominium Declaration, the Master Condominium Plat, the Master Association Instruments, and all exhibits and schedules attached thereto, all as may be amended from time to time as herein provided.

“Master Condominium Plat” means the Lakeshore Commons Master Condominium Plat, as recorded in the Office of the Register of Deeds of Milwaukee County, Wisconsin, as amended from time to time.

“Mortgage” means a mortgage or land contract encumbering a Unit.

“Mortgagee” means the holder of any mortgage encumbering one or more of the Units or a land contract vendor under a land contract by which equitable title in a Unit was conveyed.

“Owner’s Guest” or “Guest” means a Person in lawful possession of a Unit or a Person who uses, occupies or comes upon the Common Elements with an Owner’s consent, whether given expressly, impliedly or by acquiescence.

“Percentage Interest” means the appurtenant, undivided interest of each Unit and each Unit Owner in the Common Elements expressed as a percentage and identified for each respective Unit in Exhibit C hereof.

“Person” means a natural person (individual), corporation, partnership, association trust or other legal entity, or any combination thereof.

“Rules and Regulations” mean the rules and regulations adopted by the Association from time to time, and as amended from time to time, which govern the manner in which a Unit Owner may use, enjoy and occupy his/her Unit and the Common Elements.

“Service Elements” shall mean all utilities, electrical, plumbing, telephone, data, steam, heating, ventilating and air conditioning equipment, machinery, lines, pipes, wires, vents, flues, chimneys, ducts, cables, conduits, antennae, communication lines, utility lines, fire prevention installations, security installations and service-equipment, including, without limitation, elevator equipment and roof units located within the Condominium.

“Single Family Pool” means that certain pool, together with any privacy fence, and related area designated on the Condominium Plat.

“Single-Family Unit” or “Single-Family Building” shall mean a standalone single-family Building which contains only one livable dwelling.

“Townhome Unit” or “Townhome Building” shall mean a standalone Building which contains six or eight livable dwellings.

“Turnover of Control” means the effective time when the Declarant relinquishes control of the Association as provided in Section 11.3.

“Unit” shall mean a separate freehold estate as defined in the Act, and shall include, without limitation any unbuilt units created pursuant to Article 3.

“Unit Owner” or “Owner” means a Person who holds legal title to a Unit or has equitable ownership to a Unit as a land contract vendee.

“Villa Unit” or “Villa Building” shall mean a standalone Building which contains two or three livable dwellings.

ARTICLE 2

DESCRIPTION AND DEFINITION OF THE UNITS

2.1 General. The Plat identifies Building Pads for each Building to be erected in the Condominium. Each Building Pad anticipates either one, two, three, six or eight Units will be constructed on such single Building Pad, which may be physically connected in one Building or may be separate Buildings. Buildings may be erected anywhere within a Building Pad, subject to Article 11 below. Any portion of a Building Pad which is not enclosed in a Building will become part of the Limited Common Elements appurtenant to one or more adjacent Units on that Building Pad, as more particularly described below. Until a Building has been constructed on a Building Pad, the Unit or Units for that Building Pad will be deemed to occupy the entire Building Pad. Initially by this Declaration, there will be fifty-nine (59) Buildings comprising one hundred fourteen (114) Units, as shown on the Plat.

2.2 Unit Identification. Each Unit shall be specifically designated by a Unit number. The Unit numbers are set forth on the Plat. Every deed, lease, mortgage or other instrument may legally describe a Unit by identifying its Unit number, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act.

2.3 Unit Boundaries.

(a) Single-Family Unit. Upon construction of a Single-Family Unit, the boundaries of the Single-Family Unit shall be described as follows:

(i) Lower Boundary. The lower boundary of Single-Family Unit shall be the horizontal plane located at the lowest possible subterranean depth at which a private party is deemed to have a fee simple ownership interest pursuant to Wisconsin law, and parallel to the Ground Level, extended to an intersection with the perimetrical boundaries of Single-Family Unit;

(ii) Upper Boundary. The upper boundary of the Single-Family Unit shall be the horizontal plane located at the highest possible datum measurement point above the Ground Level at which a private party is deemed to have a fee simple ownership interest pursuant to Wisconsin law, and parallel to the Ground Level, extended to an intersection with the perimetrical boundaries of the Single-Family Unit as shown on the Condominium Plat;

(iii) Perimetrical Boundaries. The perimetrical boundaries of the Single-Family Unit shall be the vertical plane lying on the survey line defining the Unit perpendicular to the upper and lower boundaries, extended to their planar intersections with each other and with the upper and lower boundaries; and

(iv) Single-Family Structure. Once a Single-Family structure is built on a Building Pad, it shall include the entire Single-Family Unit (including all roof, foundation, utilities, structural elements, ceilings, windows, window frames, doors and door frames), with the perimetrical boundaries being the vertical planes having elevations that coincide with the exterior surface of the exterior walls of the Single-Family Building, and, in the case of exterior windows, the exterior face of the glazing of the windows, extending to intersections with each other and with the upper and lower boundaries.

(b) Townhome Unit.

(i) Townhome Unit Boundaries. After construction of a Townhome Building containing Townhome Units, the vertical boundaries of each Townhome Unit shall be the vertical plane of the walls bounding the Townhome Unit, the face of which coincides with the face of the wall studs, or, in the case of foundation walls, the face of the masonry foundation walls. The lower horizontal boundary of the Townhome Unit shall be the plane of the upper surfaces of the base floor of the lowest level of the Townhome Unit, and the upper horizontal boundary shall be the plane of the under surface of the joists supporting the ceiling of the highest level of the Townhome Unit.

(ii) Townhome Structure. Each Townhome Unit shall also include the following, if any: all windows, window frames, and doors (including garage doors), including all glass and all screens in all windows and doors; attic space accessible exclusively from one Townhome Unit; all installations, equipment, and fixtures for providing power, telecommunications, light, gas, hot and cold water, heating, refrigeration, and air conditioning exclusively serving one Townhome Unit (even though such items may lie partially in and partially out of the designated boundaries of a Townhome Unit); finished surfaces, including, all plaster drywall, wallpaper, interior paint, carpet, carpet pad, vinyl flooring, finished wood flooring, crown and base moldings, cabinets, appliances, sinks, bathtubs, and other plumbing facilities and similar interior finishing and decorating shall be considered part of the Townhome Unit; and the garage attached to the Townhome Unit within its Townhome Building.

(c) Villa Unit.

(i) Villa Unit Boundaries. After construction of a Villa Building containing Villa Units, the vertical boundaries of each Villa Unit shall be the vertical plane of the walls bounding the Villa Unit, the face of which coincides with the face of the wall studs, or, in the case of foundation walls, the face of the masonry foundation walls. The lower horizontal boundary of the Villa Unit shall be the plane

of the upper surfaces of the base floor of the lowest level of the Villa Unit, and the upper horizontal boundary shall be the plane of the under surface of the joists supporting the ceiling of the highest level of the Villa Unit.

(ii) Villa Structure. Each Villa Unit shall also include the following, if any: all windows, window frames, and doors (including garage doors), including all glass and all screens in all windows and doors; attic space accessible exclusively from one Villa Unit; all installations, equipment, and fixtures for providing power, telecommunications, light, gas, hot and cold water, heating, refrigeration, and air conditioning exclusively serving one Villa Unit (even though such items may lie partially in and partially out of the designated boundaries of a Villa Unit); finished surfaces, including, all plaster drywall, wallpaper, interior paint, carpet, carpet pad, vinyl flooring, finished wood flooring, crown and base moldings, cabinets, appliances, sinks, bathtubs, and other plumbing facilities and similar interior finishing and decorating shall be considered part of the Villa Unit; and the garage attached to the Villa Unit within its Villa Building, but not include the garage roof which is a Limited Common Element to the Villa Unit.

2.4 Items Included within Each Unit.

(a) Utilities. All utilities, electrical, plumbing, telephone, data, steam, heating, ventilating and air conditioning equipment, machinery, lines, pipes, wires, vents, flues, chimneys, ducts, cables, conduits, antennae, communication lines, utility lines, fire prevention installations, security installations and service-equipment, including, without limitation, and roof units (collectively, the “Service Elements”), serving only one Unit, and whether or not located within the boundaries of such Unit or of any other Unit, the Common Elements or any Limited Common Elements, shall be a part of the Unit exclusively served thereby (the “Individual Unit Service Elements”). Unless otherwise expressly provided herein, the Unit Owner of the Unit to which such Individual Unit Service Elements are appurtenant shall, at its sole cost and expense, be responsible for the inspection, construction, operation, maintenance, repair, replacement and restoration of the Individual Unit Service Elements appurtenant to its Unit. Said Individual Unit Service Elements shall be kept and maintained in good, safe, orderly condition and repair at a standard appropriate for the high quality nature of the Condominium. The Unit Owner of a Unit to which Individual Unit Service Elements are appurtenant shall have a non-exclusive easement on, over and across any Units, Limited Common Elements and/or Common Elements as may be reasonably necessary to inspect, operate, maintain, repair, replace, restore, improve or alter said Individual Unit Service Elements, and for ingress and egress thereto, provided that the exercise of the rights under such easements will not materially interfere with the use and enjoyment of the Units of other Unit Owners, the Limited Common Elements appurtenant to the Units of other Unit Owners, or Common Elements, and further provided that the Unit Owner shall promptly repair and restore any other Unit, Common Element or Limited Common Element damaged or disturbed by the exercise of said easement rights to the condition that existed immediately prior to exercise of the right.

(b) Improvements; Exterior Surfaces. All Buildings, improvements and fixtures located within the boundaries of a Unit, including any and all drive aisles, improved parking areas, sidewalks and pedestrian paths, outdoor terraces, porches, decks, balconies and patios and

landscaped areas, shall be included as part of the Unit within which they are located, unless otherwise designated or defined specifically in (1) Article 4 herein, (2) on the Condominium Plat as a Common Element or Limited Common Element, or (3) in the Master Condominium Instruments. Solely with respect to the Single Family Units, any and all exterior surfaces of a Building, including but not limited to, stone, brick, block, glass, metal, wood, masonry or other exterior walls, surfaces and roofs, shall be included as part of the Unit in which they are located.

(c) Miscellaneous; Air and Subterranean Rights. If any chutes, flues, ducts, conduits, wires, pipes or any other apparatus or structural component lie partially within and partially outside of the designated boundaries of a Unit, any portions thereof exclusively serving that Unit shall be deemed a part of that Unit, while any portions thereof serving more than one Unit shall be deemed a Limited Common Element of the Units so served, unless otherwise provided in this Declaration. Each Unit shall include the air and subterranean rights to any unimproved portions of such Unit situated within its Unit boundaries that are described in this Declaration and/or shown on the Condominium Plat.

2.5 Encroachment; Boundaries. If any portion of any Common Elements (including Limited Common Elements) shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements or Limited Common Elements appurtenant to another Unit or Units as a result of the construction of, and any duly authorized reconstruction or repair of, the Condominium Property, or as a result of settling or shifting of the Condominium Property, a valid easement for the encroachment and for its maintenance shall exist so long as the Condominium Property exists and, provided, however, that the Unit Owner or Association, as applicable, shall use reasonable efforts to reconstruct or repair the Condominium Property in such a manner so as to eliminate or minimize any such material encroachments unless otherwise agreed. The physical boundaries of a Unit, the Limited Common Elements appurtenant to a Unit, or Common Elements, constructed or reconstructed in substantial conformity with the Condominium Plat, shall be conclusively presumed to be its boundaries, regardless of the settling or shifting of the Condominium Property and regardless of minor variations between the physical boundaries described in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Unit, Limited Common Element or Common Element.

2.6 Declarant's Right to Change Plans. Declarant reserves the right to change, without the approval of the Unit Owners or the Condominium Association, the layout, location, dimensions and construction details of the Buildings, Units and Common Elements, including, but not limited to any Limited Common Elements shown on the Condominium Plat which are not yet constructed, provided that such changes shall not substantially alter the nature and quality of the Buildings, Units or Common Elements.

2.7 Construction and Mechanic Liens. Any and all work conducted within a Unit, including, without limitation, construction, repair, replacement and restoration, and all components thereof, as within a Unit, shall be at the direction of and for the benefit of the Unit and the Unit Owner of the Unit only, and any all contractors, material suppliers and others providing work and/or materials in connection therewith shall only have a right to place a lien on the Unit and shall have no right, whatsoever, to place a lien on the Condominium as a whole or any other Unit thereof.

2.8 Merger and Separation of Units; Relation of Unit Boundaries. There shall be no merger or separation of any Unit.

2.9 Prohibition on Creation of New Condominium Units Out of Units. No Unit may itself be subjected to the condominium form of ownership and divided into units, common elements and limited common elements.

ARTICLE 3 **EXPANSION OF CONDOMINIUM**

3.1 The Declarant hereby expressly reserves an option until the tenth (10th) anniversary of the recordation of this Declaration to expand the Condominium in compliance with Section 703.26 of the Act without the consent of any Unit Owner or mortgagee. The option to expand may be terminated prior to such anniversary only upon the recordation by the Declarant of an amendment to this Declaration. The option to expand is subject to the following:

(a) The Declarant expressly reserves the unqualified right to add all or any portion(s) of the expansion real estate identified on Exhibit B and/or the Master Condominium Instruments (“Expansion Real Estate”), to add additional Units, or to do either or both of the foregoing at any time or from time to time at different times within the aforesaid ten (10) year period, provided, only that the total area of Expansion Real Estate added to the Condominium shall not exceed the total area of the Expansion Real Estate as described on Exhibit B, and as may be further described in the Master Condominium Instruments.

(b) At such time as the Condominium is expanded, if at all, the total maximum number of Units in the Condominium will not exceed three hundred (300) units, if fully expanded.

(c) In order to exercise its rights pursuant to this Article, Declarant shall execute and record a supplemental declaration, which supplemental declaration shall describe the Expansion Real Estate or the Units to be added to the Condominium, the number of Units to be added, a description of said Units and any Limited Common Elements or Common Elements, the percentage of ownership in the Common Elements of all Units, the number of votes appurtenant to each Unit, and any complimentary additions and modifications to the Declaration as may be necessary and desirable to reflect the different character, if applicable, of the Expansion Real Estate being submitted to the Declaration, including a provision for additional easements, and to reflect any adjustment to the common expenses in connection with the Condominium as expanded.

(d) Declarant makes no assurances as to the locations of improvements that may be constructed on any portion of the Expansion Real Estate. The proposed location of buildings on the Expansion Real Estate as set forth on Exhibit E represent estimates only and Declarant specifically reserves the right to make alterations and modifications to the number, location and layout of improvements to be constructed on the Expansion Real Estate. Such improvements as may from time to time exist on any portion of the Expansion Real Estate will become part of the Condominium if and only if the Declarant’s option to expand is timely exercised to include those portions of the Expansion Real Estate on which such improvements exist.

(e) No assurances are made by Declarant as to the size or type of Units or other improvements that may be created in the future on the Expansion Real Estate.

(f) Declarant expressly reserves the right to create Limited Common Elements on the Expansion Real Estate, and to designate Common Elements thereon. Declarant makes no assurances as to the type, size or maximum number of such Common Elements or Limited Common Elements.

(g) In the event the Condominium is expanded, the allocation of percentage of ownership in the Common Elements in the Condominium, as expanded from time to time, shall be determined as a product of the total number of livable dwellings within a Unit on a prorata basis, to reflect the addition of any Units added by such expansion.

(h) In the event the Declarant exercises its right to expand the Condominium pursuant hereto, then upon any such expansion all references in this Declaration to the “Buildings,” the “Condominium,” “Units,” “Condominium Property,” “Owners,” “Association,” and all other terms which refer to the Condominium or any aspect thereof automatically shall refer to the Condominium as expanded.

(i) In no event shall the Declarant be required to expand the Condominium or add any portion of the Expansion Real Estate thereto

3.2 Easements for the Expansion Real Estate. Declarant reserves an easement over the Condominium for ingress and egress for purposes of (i) accessing the Expansion Real Estate in order to construct improvements, (ii) activities related to sales or ownership of any portion of the Expansion Real Estate, including access by future homeowners in the Expansion Real Estate and (iii) installation of such utilities and other infrastructure as the Declarant deems appropriate in order to service the Expansion Real Estate, including increasing the sizing of any infrastructure as the Declarant deems necessary. This easement will exist and apply whether or not the Expansion Real Estate or such improvements are then intended to become a part of the Condominium as part of an expansion. The easement in this Section is intended to supplement and not limit the easements reserved in Article 12.

ARTICLE 4

COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

4.1 Description of Common Elements. The Common Elements shall consist of the entire Condominium other than the Units, and shall specifically include the following: the “Common Elements” shall consist of all installations for providing sewer, power, light, gas, hot and cold water, heating, refrigeration and air conditioning serving more than one Unit (“Utility Installations”), all landscaped areas of the Condominium Property, the paved driveways, parking areas, private streets, alleys, pedestrian walkways and trails, common signage, mailbox kiosk(s), Clubhouse, Single Family Pool, fitness center, community center and kitchen, community garden(s), community permanently affixed tables or seating, seating corridors, interactive play, plazas, open lawn, garden, and dog park areas, amphitheater, boardwalk areas, basketball, pickleball, tennis, and similar recreational courts, all as may be set forth on the Condominium Plat;

(a) Service Elements that Serve All Units. All Service Elements that provide service to each and every Unit of the Condominium, if any, whether or not located within the designated boundaries of a Unit, Limited Common Elements or Common Elements, including, but

not limited to, any and all storm water facilities and improvements located, or to be constructed, on or within the Property; and

(b) Miscellaneous. Except as specifically set forth in Article 2 above, all other rights, titles, interests, covenants, obligations and responsibilities arising pursuant to any and all easements, rights-of-way, agreements, declarations, restrictions, hereditaments and other rights, either existing as of the date of this Declaration, or arising in the future, that expressly benefit and/or burden the entirety of the Condominium Property and are specifically appurtenant not just a single Unit or to fewer than all of the Units.

4.2 Responsibility for Common Elements. Except as hereinafter provided with respect to Limited Common Elements, the Association shall be responsible for the repair, maintenance, replacement and appearance of the Common Elements, including, without limitation, responsibility for breakage, damage, malfunction or ordinary wear and tear, obsolescence, landscaping, gardening, snow removal, painting, cleaning and decorating. All such activities shall be carried out only as provided in the Condominium Instruments and the Association Instruments. In addition, to the extent the Condominium is subject to recorded easements for access, parking, utilities, and other common services, as identified in recorded documents, any obligation contained therein to be performed by the Association, and any costs to be borne under such documents shall be considered a Common Expense.

4.3 Owner's Right to Ingress and Egress and Easement of Enjoyment. Each Owner shall have the right to use the Common Elements, except for Limited Common Elements, as may be required for any purpose, including, but not limited to ingress and egress to and from and the use occupancy, and enjoyment of the Unit owned by such Owner. Such rights shall extend to the Unit Owner, agents, guests and invitees. The use of the Common Elements and the rights of Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act and the Declaration, Bylaws and the Rules and Regulations.

4.4 Limited Common Elements. Certain Common Elements are reserved for exclusive use of one or more Unit Owners, but less than all Units. The Limited Common Elements shall include those areas specifically designated on the Plat or in this Declaration as Limited Common Elements, and include without limitation (i) all landings, access steps, sidewalks, driveways and walkways which service and/or are appurtenant to one and only one Unit, whether or not specifically designated as such on the Plat; (ii) any sidewalk, driveway or walkway which services more than one, but less than all, of the Units; (iii) the roofs of the Townhome Units and Villa Units; (iv) the exterior siding of the Townhome Units and the Villa Units; (v) solar panels; (vi) raised planters; and (vii) privacy fences. The exclusive use of Limited Common Elements shall be reserved to the Owner or occupant for the Unit or Units to which they are appurtenant or serve, to the exclusion of all other Units and Unit Owners in the Condominium. The rights of use herein reserved shall extend to the Unit Owner whose Unit is benefited thereby, his family members, agents, guests and invitees.

4.5 Use. The manner of use of the Limited Common Elements shall be governed by the Act or the Condominium Instruments, and no Unit Owner shall alter, remove, repair, paint, decorate, landscape or adorn any Limited Common Element, or permit any such action, in any manner contrary to the Act or the Condominium Instruments. No major or structural changes or

alternations shall be made by any Unit Owner to any of the Limited Common Elements without the prior written approval of the Association, which approval may be given or denied in accordance with Article 6 below.

4.6 Ownership of Common Elements. The undivided ownership interest in the Common Elements appurtenant to each Unit shall be equal to such Unit's Percentage Interest. Any deed, mortgage or other instrument purporting to convey or encumber any Unit shall be deemed to include such Unit's appurtenant Percentage Interest (including, but not limited to, any rights and interests in any insurance proceeds and condemnation awards even though such rights and interests may not be expressly described or referred to therein).

4.7 Public Common Elements. The following Common Elements shall be available to the public: _____ (the "Public Elements"). Pursuant to that certain _____ dated _____, 2022, by and between Declarant and the City as recorded with the Milwaukee County Register of Deeds Office on _____, 2022 as Document No. _____, the City shall be responsible for the cost of maintenance, repair and replacement of such Public Elements. As such, the Public Elements shall not be part of the Common Elements.

4.8 Alteration of Limited Common Elements and Common Elements. Board of Director's Authority. The Board of Directors shall have the right to make additions, alterations or improvements to the Limited Common Elements and Common Elements as the Board of Directors, in its opinion, deems to be beneficial or necessary for the preservation, operation or maintenance of the Association, or to otherwise ensure compliance by the Association with the Environmental Documents.

4.9 No Partition of Common Elements. There shall be no partition of the Common Elements through judicial process or otherwise until this Declaration is terminated and the real estate and improvements constituting the Condominium are withdrawn from its terms, from the terms of the Act or any other statute creating or regarding Condominium ownership.

ARTICLE 5
OTHER RIGHTS AND OBLIGATIONS OF OWNERS
AND INCIDENTS OF UNIT OWNERSHIP

5.1 Restrictions on Use.

(a) The Units may be used and improved only for single-family residential purposes, consistent with applicable laws and ordinances. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office or professional practice, may be conducted from the Units (or any portion thereof), except that, to the extent permitted by all applicable laws, codes, ordinances, rules, regulations and orders: (a) Units may be leased as permitted under the Condominium Instruments, as well as the Master Condominium Instruments; (b) personal professional libraries may be maintained in the Units; (c) personal or business records and accounts may be maintained and handled in the Units; (d) business or professional telephone calls and correspondence may be handled in or from Units; and (e) such other business may be

conducted in or from the Units, provided that no office or store shall be maintained within any portion of the Units at which clients or customers regularly call.

(b) Without the express written consent of the Association's Board, nothing shall be done or kept in any Unit or in the Common Elements or Limited Common Elements, or any part thereof, which would increase the rate of insurance to be maintained by the Association as herein provided over that rate the Association would otherwise pay but for such Unit Owner's activity. Nothing shall be done or kept in any Unit or in the Common Elements, or any part thereof, which would constitute a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement or obligation by a governmental body. No damage to, or waste of, the Common Elements or any part thereof shall be committed by any Owner or any Owner's Guest, and each Owner hereby indemnifies and holds the Association and the other Owners harmless against all loss or expense (including reasonable attorneys' fees and expense) resulting from any such damage or waste caused by him/her or his/her Guest, to the Association or other Unit Owners. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Elements or Limited Common Elements. No use of a Unit, the Common Elements or Limited Common Elements by a Unit Owner shall unreasonably interfere with or be an unreasonable annoyance to the peaceful possession or proper use of the Condominium by other Unit Owners. Further, each Unit Owner covenants and agrees to abide by the following additional restrictions on the use of a Unit and the Common Elements (and without having to amend this Declaration pursuant to Article 14 hereof, these restrictions may be amended from time to time by the Association or supplemented by its Rules and Regulations).

(c) There shall be no obstruction of the Common Elements, nor shall anything be stored in the Common Elements without the prior consent of the Board, except as hereinafter expressly provided.

(d) No sign, awning, canopy, shutter or radio or television antenna shall be affixed to, or placed upon, the exterior walls or roof or any part of the Building without the prior consent of the Board.

(e) Animals may be kept in any Unit or in any of the Common Elements, but subject to rules and regulations set by the Association as to number, size, type and breed, and control of such animals and animal waste.

(f) No unlawful, immoral, noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein or thereon either willfully or negligently which may be, or become in the sole and absolute judgment and discretion of the Board, an annoyance or nuisance to the other Unit Owners or Guests.

(g) No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials. Trash, garbage and other wastes shall be kept only in enclosed sanitary containers satisfactory to the Association and shall be disposed of in a clean, sightly, healthy, timely and sanitary manner and as may be prescribed from time to time by the Association Rules and Regulations.

(h) No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise, designated for profit, altruism, exploration or otherwise shall be conducted, maintained or permitted on any part of the Condominium property, nor, except with the consent of the Board, shall any “For Sale” or “For Rent” signs or other window displays or advertising be maintained or permitted by any Unit Owner on any part of the Condominium or in any Unit. Notwithstanding the foregoing, nothing in this Declaration shall prohibit the Declarant from displaying an unsold Unit as a “model” or use by Declarant of an unsold Unit as a sales office or for marketing purposes. In addition, the right is reserved by the Declarant or its agent to place “For Sale” or “For Rent” signs on any unsold or unoccupied Units and to place such other signs on or about the Condominium as may be required to facilitate the sale or leasing of unsold Units.

(i) By accepting a deed to a Unit, each and every Unit Owner, on behalf of itself and its successors, assigns, invitees and other designees, agrees to not take any action, or permit any action to be taken on its behalf, that would interfere with the management, use, control, operation, maintenance, repair and replacement of the Master Condominium.

5.2 Lease of Residential Units. Each Residential Unit or any part thereof may be rented by written lease, provided that:

(a) A Unit, or any part thereof (including any condominium units of same that may be declared) must be rented by written lease of a one-time per year lease of no less than three (3) months and/or no more than two per year lease of no less than six (6) months, in each case to the same person for a lease term. For the avoidance of doubt, there shall be no leasing of a unit for less than three months once per year, and no more than two leases per year to different persons. During the term of any lease of all or any part of the Unit, the Unit Owner of the Unit (or, to the extent such Unit was declared as a condominium, the unit owner of the applicable unit) shall remain liable for the compliance of the Unit and all tenants of the Unit with all provisions of this Declaration, the Bylaws and the Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of such Unit. Any and all leases shall be approved in advance by the Association and a fully executed copy be provided to the Association within ten (10) business days from execution by Unit Owner and tenant.

(b) All leases of a Unit shall (i) contain a statement obligating all tenants to abide by the Condominium Instruments, providing that the lease is subject and subordinate to the same and (ii) provide that any default arising out of the tenant’s failure to abide by the Condominium Instruments shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Condominium Instruments, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation. The restrictions against leasing contained in this Section shall not apply to leases of a Unit, or any parts thereof, by the Declarant to any third parties, or to any leases of a Unit, or any parts thereof, to the Association.

5.3 Rules and Regulations. Rules and Regulations may be adopted by the Association from time to time by action of the Association’s Board taken in accordance with the Bylaws, which

shall apply to each Unit Owner, and may be enforced by the Association, except as otherwise designated herein.

5.4 Maintenance and Repair of Units. Each Unit Owner is responsible for the repair and maintenance of his/her Unit, including all property within, and constituting a part of, his/her Unit as provided in Sections 2.2 and 2.3 hereof. In addition, each Unit Owner is responsible for the furnishing, equipping, housekeeping, general cleanliness, appearance and presentability of his/her Unit and the decorating thereof, including painting, wallpapering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains and other interior decorating. In meeting his/her responsibilities hereunder, the Unit Owner shall comply with all applicable laws, regulations and ordinances and with applicable Association Rules and Regulations. In all events, none of the activities described herein shall be undertaken if, as a result thereof, the Unit Owner alters the exterior appearance or design of the Building, unless such activities were consented to in writing by the Association's Board, but also provided that the Association's Board may not allow any alteration to the exterior of the Building, or the common corridors, without a 2/3 vote of that Board, and in any case of no lesser quality, like or kind.

5.5 Maintenance of Patios, Porches, Decks and Balconies. All outside patios, porches, decks, and balconies shall be maintained, repaired, or, if necessary, reconstructed, by the Association. All costs and expenses of such maintenance, repairs and reconstruction shall be at the sole expense of the Unit Owner and assessed by the Association to such Unit Owner to which such Limited Common Element is appurtenant. All plans for such repairs, maintenance, or reconstruction, including painting or staining, shall be first submitted to the Association in the manner described in Article 6. The Association shall have the right to restrict colors and materials used.

5.6 Alteration of Units. A Unit Owner may make improvements or alterations within his/her Unit; provided that: (i) said improvements or alterations to Units have been approved in advance by the Association's Board in writing, and (ii) said improvements or alterations do not impair the structural soundness or integrity, or lessen the support, of any portion of the Unit, do not materially reduce the value of the Condominium and do not impair any easement granted under or pursuant to this Declaration. Any request by a Unit Owner to make improvements or alterations to his/her Unit may be denied by the Association's Board in its sole discretion. A Unit Owner may not change the exterior appearance of a Unit or the Building, or any portion of the Common Elements, including Limited Common Elements, without obtaining the prior and express written permission of the Association's Board, which may be denied in its sole discretion. Any improvement or alteration approved by the Association's Board, which changes the floor plan or room dimensions of a Unit must be, if required by the Act, evidenced by the recording of an addendum to the Condominium Plat before it shall be effective and must comply with the legal requirements for such purpose then in effect. All alterations or improvements must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the Condominium by others, and must not be in violation of any underlying Mortgage or similar security interest. All expenses involved in any such improvement or alteration, including reasonable expenses of the Association in enforcing the provisions of this Section 5.5 and modifying the Condominium Plat (which may be charged as a special assessment to the affected Unit) shall be the responsibility of the Unit Owner involved.

5.7 Separate Mortgages on Units. Each Unit Owner shall have the right to mortgage or otherwise encumber his/her own respective Unit, together with his/her Percentage Interest in the Common Elements. No Unit shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever any other portion of, or interest in, the Condominium excepting his/her own respective Unit and the Percentage Interest in the Common Elements applicable thereto.

5.8 Negligence of Unit Owner. If, due to the willful or negligent act or omission of a Unit Owner or his/her Guest, any damage or loss shall be caused to the Common Elements or to a Unit owned by others, then such Unit Owner shall pay and be responsible for such damage or loss, including, by way of illustration, repair, replacement and redecorating and reasonable attorneys' fees and expenses incurred in enforcing this Section 5.8.

5.9 Association Right to Make Repair. If, in the reasonably exercised discretion of the Board, maintenance or repair of a Unit or Limited Common Element is necessary to protect the Common Elements or any portion of a Building, and the affected Unit Owner has failed or refused to perform such maintenance or repair within a reasonable time (as established by the Board in its sole discretion) after written notice of the necessity of such repair or maintenance has been given to the Owner, then in such events the Association may undertake such maintenance or repair and levy a special assessment against the Owner and his/her Unit for the cost thereof.

5.10 Access Rights of Association. The Association or its agents may enter any Unit when necessary in connection with any maintenance or construction for which the Association is responsible or which is permitted hereunder; and may likewise enter upon any balcony or patio for maintenance, repair, construction and painting. Such entry shall be made with as little inconvenience to the affected Unit Owner as reasonably practicable, and any damage caused thereby shall be repaired by the Association as a Common Expense. In the event of any emergency originating in, or threatening, any Unit, or in the event of the Unit Owner's absence from a Unit at a time when required repairs, maintenance or construction are scheduled, the Association or its agents, or any other Person designated by the Board, may enter the Unit immediately, whether such Unit Owner is present or not. The Association reserves the right, but shall not be obligated, to retain a pass key to each Unit, and no locks or other devices shall be placed on the doors to any Unit to obstruct entry through the use of such pass key.

5.11 Subject to Master Condominium Instruments. Each Unit is subject to the requirements, restrictions, and obligations under the Master Condominium Instruments, including, without limitation, the use and leasing restrictions set forth therein, as well as any rules and regulations that may be enforced from time to time by the Master Association, and the Master Association shall have the right to enforce all of same.

ARTICLE 6

ARCHITECTURAL CONTROL

6.1 Architectural Control Authority. No exterior additions or alterations (including painting or decorating) of any Buildings, porches, patios, decks, balconies, awnings, additional fences, or changes in existing fences, hedges, shrubs, trees, landscaping, walls, walkways and other structures or plantings, or improvement to or enclosure of any Limited Common Element, shall be constructed, erected, planted or maintained unless and until the following have been submitted to

and approved in writing by the Board: the plans and specifications showing the nature, kind, shape, height, materials, location, color, approximate cost of the work; proposed impact of the work on the appearance of the Condominium; confirmation the work does not violate the Environmental Documents; and a statement identifying the project contractor for the work. Approval may be granted or denied at the discretion of the Board. Approval is further subject to compliance with the provisions of Sec. 703.13(5m) of the Wisconsin Statutes. The approval of any work shall not in any way be construed so as to impair the right of the Association to undertake any decoration of or alteration to any Common Element, including any such work as may alter or eliminate the Owner's work approval, and no such decoration or alteration work by the Association shall create any liability by the Association to such Owner. Neither the members of the Board of Directors nor its designee(s), representative(s) or committee members shall be entitled to compensation to themselves for services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by the Board or their designee(s). Any costs and expenses incurred by the Association relative to any application for approval (whether or not approval is granted) and/or enforcement of the provisions of this section, including but not limited to reasonable actual fees of attorneys, architects, engineers, surveyors, designers and/or construction experts, may be charged by the Association as a special assessment against the applicable Unit. In addition to the Association approval required above, the Unit Owner instituting any additions, modifications or changes is responsible, at the sole cost and expense of the Owner(s) of such Unit, for obtaining any required approvals from the City. Approval of any work is not a representation or warranty by the Board or the Association of the quality of any work or whether the plans and specifications submitted are sufficient for the purposes of performing the work or the use of the work. No Board director is responsible for actions taken in this Article 6 if undertaken in good faith. The Owner(s) of such Unit (jointly and severally) shall indemnify and hold harmless the Association and all other Unit Owners, upon demand, from all loss, costs, expenses, damages and costs of enforcement, including but not limited to fines, reasonable attorney's fees, and costs of modification and/or removal, resulting from the failure of the owner(s) of such Unit to properly obtain Association and/or governmental approval. The Board may establish and modify Rules and Regulations specifying a procedure for such applications, the quality of materials that must be submitted, the approval of any contractors, and imposing other procedural conditions to approval.

6.2 Declarant Control. During the period of Declarant Control, Declarant shall have the exclusive right to act as the representative of the Board for architectural control purposes.

ARTICLE 7 **ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

7.1 Membership. Each Unit Owner shall be a member of the Association with such membership to take effect simultaneously with the acquisition of the fee simple interest, or a land contract purchaser's interest in, a Unit. Membership in the Association shall be appurtenant to the Unit upon which it is based, and shall be transferred automatically by conveyance of that Unit. No person other than a Unit Owner may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of legal or equitable title to a Unit; provided, however, that the voting rights of a Unit Owner may be assigned to a Mortgagee as further security for a loan secured by a lien on a Unit, and that the Declarant has rights as contained herein. In the case of a Unit that is owned by an entity rather than an individual,

any natural person designated by such entity shall be considered a “Unit Owner” for purposes of this requirement only.

7.2 Voting Rights. Each Unit is entitled to one (1) vote as set forth on the attached Exhibit C, with regard to the affairs of Association. This Declaration, and the Bylaws of the Association that may be adopted from time to time, shall establish the manner in which the Unit Owners shall be entitled to exercise their voting rights.

7.3 Suspension of Voting Rights. An Owner of a Unit against which the Association has recorded a condominium lien (as authorized by this Declaration, the Act and the Master Association Instruments) shall not be permitted to vote with regard to the affairs of the Association (and such Unit shall be disregarded for purposes of the vote taken, including the establishment of a quorum) unless and until the Owner has paid to the Association all amounts required of it as a condition to the Association’s duty to release the lien or as otherwise provided in Section 9.4. The foregoing suspension of voting rights shall not apply to a Mortgagee who has acquired title to a Unit by a deed in lieu of foreclosure or similar voluntary conveyance by an Owner to a Mortgagee.

7.4 Association Instruments. The provisions of this Article 7 are to be supplemented by the Association Instruments, provided, however, that the provisions thereof shall not substantially alter or amend any of the rights or obligations of the owners set forth in this Article 7.

7.5 Formation of Association; Power and Responsibility Prior to Establishment.

(a) Establishment. Pursuant to Section 703.15(2)(a) of the Act (as such section may be renumbered from time to time), the Declarant will establish and form the Association not later than the date of the first conveyance of a Unit to a party other than the Declarant. After it is established, the membership of the Association shall at all times consist exclusively of all of the Unit Owners as further described in Section 7.1 above.

(b) Power and Responsibility Prior to Establishment. Pursuant to Section 703.15(2)(b) of the Act (as such section may be renumbered from time to time), until the Association is established as described in subpart (a) above, the Declarant shall have the power and responsibility to act in all instances where the Act, any other provision of the law, or this Declaration require action by the Association or its officers.

7.6 Association President. Pursuant to and as more fully set forth in the Master Condominium Declaration, the President of the Association shall have the sole authority to represent The Residences and Clubhouse at Lakeshore Commons Condominium with regard to all matters concerning the Master Association. A vote of the Association or Board shall bind the President with respect to any such matters.

ARTICLE 8
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION.

8.1 Management and Control of the Common Elements. The Association, subject to the specific rights and duties of Unit Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Elements, including, by way of illustration:

(a) Establishing Rules and Regulations with regard to the use and enjoyment thereof by Unit Owners and their Guests.

(b) Maintaining, repairing, decorating and replacing the Common Elements (except to the extent such maintenance, repair, decorating and replacement is the responsibility of the Unit Owner).

(c) Keeping the Common Elements in good repair and in a clean and attractive condition.

(d) Enforcing all provisions of the Institutional Controls and the Final Cover Barrier Maintenance Plan dated April, 2014 (“BMP”) and the Final Soil Management Plan dated April, 2014 (“SMP”), imposed by the DNR pursuant to the Certificate of Completion dated November 20, 2014 and further imposed pursuant to letters from the DNR to Douglas Fletcher with DuPont Corporate Remediation Group dated October 21, 2014 and to Joe Wiley, Kinder Morgan dated October 21, 2014 all of which are on file with the DNR under BRRTS Numbers 02-41-278988, 02-41-280624, 06-41-554563, 02-41-531534 and 06-41-554566 and copies of which are maintained by the Association, including, but not limited to:

(i) adopting rules and regulations for the construction, installation, repair, maintenance, replacement, renovation and remodeling of all Units and Common Elements within the Association;

(ii) accessing Common Elements and, with at least 24 hours notice to a Unit Owner, individual Units, to make any repairs or improvements necessary or required to comply with the Environmental Documents, and engaging contractors to access such areas and perform such work on behalf of the Association; and

(iii) take all steps deemed necessary by the Board of Directors to ensure compliance with the Environmental Documents.

8.2 Services. The Association may obtain and pay for the services of any Person to manage, or assist in the management of, its affairs, or any aspect thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation, management and control of the Common Elements, whether such personnel are furnished or employed directly by Association, or by any Person with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation, management and control of the Common Elements or the enforcement of the provisions of the Condominium Instruments.

8.3 Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all of the Unit Owners, tangible and intangible personal property, and may dispose of the same by sale or otherwise.

8.4 Rules and Regulations. The Association may, by action of its Board taken in accordance with the Bylaws, adopt such reasonable Association Rules and Regulations as it may deem advisable for the maintenance, conservation and beautification of the Condominium, and for the health, comfort, safety and general welfare of the Unit Owners and in furtherance of the rights

and duties of the Unit Owners, the Association and the Declarant hereunder, as long as such Rules and Regulations do not contradict rights given herein. Written notice of such Rules and Regulations shall be given to all Unit Owners, and the Condominium shall at all times be maintained, used, occupied and enjoyed subject to such Rules and Regulations.

8.5 Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or to effectuate any such right or privilege.

ARTICLE 9 **COMMON EXPENSES AND ASSESSMENTS**

9.1 Common Expenses. Each Unit Owner shall be liable for the share of the Common Expenses related solely to the Common Elements (not including the Public Elements) of the Condominium assessed by the Association against such Owner's Unit. "Common Expenses" shall include, by way of illustration and not limitation, assessments, both general and special, levied against this Condominium by the Master Association pursuant to the Master Condominium Instruments; expenses incurred by the Association for insurance, repairs, maintenance, replacement, management services, landscaping, amenity maintenance and servicing; reserves; capital improvements; acquisition of property necessary to the conduct of Association affairs; office supplies; costs owed under other recorded easements and restrictions; and such other reasonable and necessary expenses as determined by the Association's Board from time to time. No Unit Owner may except himself/herself from liability for contribution to the Common Expenses by waiver of use and enjoyment of any of the Common Elements or by abandonment of his/her Unit.

9.2 Budget and Assessments. The Association shall annually adopt a budget of Common Expenses and levy general special assessments therefor against the Units, except as set forth herein. The budget shall include the funding of an adequate replacement reserve out of general assessments and shall set forth the following: (a) all anticipated common expenses and any amounts to be allocated to a statutory reserve account, if any, and to any other funds for future expenditures, (b) the amount and purpose of any other anticipated association expenditure, (c) the amount in any statutory reserve account or any other funds held for future expenditures, (d) any common surpluses, (e) the amount and source of any income, other than assessments from Owners, and (f) the aggregate amount of any assessment to be levied against Owners and the purpose of the assessment. Pursuant to Section 9.3(b) herein, the Association may also levy a special assessment on all Owners for any purpose for which a general assessment may be levied, including capital improvements, and a special assessment or fine on a particular Owner for the purpose of collecting any amounts due the Association or enforcing compliance of such Owner with any provision of the Condominium Documents. In no event shall any reserve account established hereunder be deemed to be a statutory reserve account pursuant to Section 703.163 of the Act. The Declarant hereby elects not to establish a statutory reserve account at this time under the provisions of Section 703.163 of the Act, but anticipates that future expenditures for the repair and replacement of Common Elements will be funded through a reserve account established and funded pursuant to the terms of the Act, at a later date.

9.3 Assessments.

(a) General Assessments. The Association shall levy monthly general assessments (the “General Assessments”) against the Units for the purpose of maintaining a fund from which Common Expenses may be paid, but only to the extent any such Common Expenses exist and are payable. General Assessments for the expenses related to any Common Elements described in Section 4.1 shall be levied against the Units in proportion to their respective Percentage Interests. General Assessments, if any, will be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws that may be adopted from time to time. Any General Assessment not paid when due shall bear interest until paid as determined by the Association, or as otherwise set forth in the Bylaws that may be adopted from time to time, and, together with interest, collection costs, and reasonable attorneys’ fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Act.

(b) Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the “Special Assessments”) as follows:

(i) against the Units for deficiencies in the case of destruction or condemnation as set forth in Article 10, in which case the Special Assessments shall be levied against the Units in accordance with their respective Percentage Interests;

(ii) against any Unit or Units for defraying the cost of improvements to the Common Elements or Limited Common Elements, in which case the Special Assessments shall be levied against the Units

(A) in the case of improvements to the Common Elements other than Limited Common Elements, in accordance with their respective Percentage Interests, or

(B) in the case of improvements to the Limited Common Elements, in accordance with such other applicable formulas, provisions and procedures designed to equitably apportion such costs among the Units that are served by the same, as may be determined by the Association and as may be further set forth in the Bylaws adopted from time to time;

(iii) against any Unit to cure any violation by the Unit Owner under Section 5.8, in which case the Special Assessment shall be levied solely against such Unit;

(iv) against any Units for the purpose of covering any unbudgeted expense or for funding any operating deficit, in which case the Special Assessments shall be levied against the Units in accordance with their respective Percentage Interests, or such other applicable formulas, provisions and procedures determined by the Association and set forth in the Bylaws that may be adopted from time to time;

(v) against any Unit for the insurance deductible under Section 10.10 in which case the Special Assessment shall be levied solely against such Unit;

(vi) for maintenance, repair or reconstruction of a Unit's patio, porch, balcony or deck as provided for in Section 5.5.; or

(vii) for costs related to a Unit Owner's request and review for architectural review as provided in Article 6 above.

(c) Master Condominium. The General Assessments and Special Assessments due under the Master Condominium shall be payable by the Association on a pass through basis and each Unit Owner is subject to a condominium lien for its proportionate share of the Master Condominium assessments.

9.4 Liability of Owners; Lien Rights of Association. A Unit Owner shall be personally liable for Association Assessments assessed against his/her Unit and interest on delinquent Association Assessments, and costs of collection (including reasonable attorneys' fees), as such interest and costs of collection may be imposed pursuant to the Bylaws of the Association. If a Unit is owned by more than one Owner, such liability shall be joint and several. This liability shall not terminate upon the voluntary or involuntary transfer of the Unit. The assessment of Association Assessments, together with such interest as Association may impose by its Bylaws for delinquencies and costs of collection (including reasonable attorneys' fees and expenses), shall constitute a lien on the Unit against which the assessment has been made as provided in this Article 9 and the Association's Bylaws. Attachment, filing/recording, effectiveness, priority and enforcement of the lien shall be governed by the Act. When a Unit Owner fails to pay Association Assessments when due, the Association may bring an action at law against the Owner personally or foreclose the lien against the Unit in like manner as a mortgage of real estate. In any such foreclosure, the defendant Unit Owner shall be required to pay a reasonable rental for such Unit during any such period after the entry of judgment for foreclosure and prior to the eviction of the Unit by such Unit Owners.

9.5 Responsibility of Transferees for Unpaid Assessments. In a voluntary transfer of a Unit, the transferee of the Unit shall be jointly and severally liable with the transferor for all unpaid Assessments against the Unit up to the time of transfer, without prejudice to the transferee's right to recover from the transferor the amounts paid by the transferee therefor. Any Unit Owner or prospective Unit Owner shall be entitled to a statement from the Association setting forth the amount of the unpaid Assessments against the transferor and due to the Association, and such transferee shall not be liable for, nor shall the Unit conveyed be subject to, a lien for any unpaid Assessments made by the Association against the transferor in excess of the amount therein set forth. The Association shall have the right to charge a reasonable fee for such statements.

9.6 Assessments Until Turnover of Control; Declarant Liability. As allowed under Section 703.16(2)(b) of the Act, until Turnover of Control occurs, as provided in Section 11.3 herein, Units owned by Declarant shall be exempt from assessment for Common Expenses until that Unit is sold, as long as the assessment for Common Expenses for Units not owned by the Declarant do not exceed the amount of projected assessment contained in the last adopted Budget. Until the last day of the month during which there is Turnover of Control, the Declarant shall be responsible for and pay Common Expenses in excess of the assessments payable by Unit Owners under this formula. After Turnover of Control, the Declarant shall pay its Percentage Share of Association Assessments in the same manner as other Unit Owners but only as to those Units

which are substantially completed and with regard to which an occupancy permit has been issued. The Declarant's liability for Association Assessments as provided above shall be effective on the first day of the month after the month during which there is Turnover of Control.

9.7 Initial Working Capital Fund. Each purchaser of a Unit shall, at the time of conveyance, pay to the Association an amount equal to two (2) months installments of the regular assessment provided for in this Article, or such greater amount as designated by the Board. Amounts paid under this section shall not be considered advance payments of installments of general assessments, but shall be maintained as working capital and kept in a segregated account.

ARTICLE 10

INSURANCE; RECONSTRUCTION; CONDEMNATION

10.1 Casualty Insurance to be Maintained by the Association. Subject to the discretion of the Board as provided for in the immediately following sentence, the Association shall obtain, or cause to be obtained, and maintain property and casualty insurance coverage using the special perils form, or its equivalent, equal to 100% of the full replacement value of the Units, the Limited Common Elements, the Common Elements, and the personal property included in the original purchase of Units, as such personal property may be replaced from time to time. The amount of such insurance coverage, and the nature of hazards insured against, shall be reviewed and adjusted annually, if necessary, to reflect changes in the replacement value of the property being insured and after due consideration of such other matters as the Board deems appropriate. Such insurance coverage shall be written in the name of, losses covered thereby shall be adjusted by, and the proceeds of such insurance shall be payable to, the Board as trustees for each of the Unit Owners in their respective Percentage Interests. The proceeds of the insurance shall be applied and disbursed by the Board for the repair, replacement and reconstruction of the Condominium, unless such repair, replacement and reconstruction is not authorized pursuant to Section 10.9 following, in which case the proceeds of the insurance shall be paid over to the Association and thereafter distributed as provided under the Act.

10.2 Liability Insurance to be Maintained by Association. The Association shall obtain, or cause to be obtained, and maintain comprehensive public liability insurance, including liability for injuries to and death of persons, property damage and such other similar events commonly insured against, arising out of or in connection with the use, ownership or maintenance of the Condominium, and any other area or property which the Unit Owners have the right to use by reason of a recorded easement or agreement. The limits of such insurance shall be as determined from time to time by the Board, and such insurance shall name as insureds the Declarant, Unit Owners the Association and its Board, and the officers of the Association and such other Persons as deemed appropriate by the Board.

10.3 Fidelity Coverage. The Association shall obtain, or cause to be obtained, and maintain fidelity insurance against dishonest acts by any person, whether such person is compensated or uncompensated, responsible for handling the funds belonging to or administered by the Association. In the alternative, the Association may require such persons to obtain said fidelity insurance or to provide the Association with a fidelity bond at such person's expense or the expense of the Association, as the Board may determine. The Association shall be a named

insured or obligee under such insurance or bond, as the case may be. The amount of such insurance or bond shall be determined by the Board from time to time.

10.4 Certificates. The Association shall, upon demand by a Unit Owner, furnish the Unit Owner certificates evidencing the insurance coverages to be obtained and maintained by the Association pursuant to Sections 10.1, 10.2 and 10.3 above.

10.5 Other Insurance Coverages. The Association may maintain such other insurance coverages as its Board deems appropriate, including, by way of illustration, worker's compensation insurance (to the extent necessary to comply with any applicable laws).

10.6 Premiums. Premiums for the insurance coverages maintained by the Association pursuant to Sections 10.1, 10.2, 10.3 and 10.5 (or the cost of any bond as provided in Section 10.3) shall be assessed to each individual Unit Owner as part of its Common Expenses, based upon the costs attributable to each Unit, as determined by the Board within its discretion.

10.7 Insurance Obtained by Unit Owners. Maintenance of insurance by the Association does not relieve nor prohibit Unit Owners from maintaining insurance with limits in excess of the insurance maintained by the Association or with regard to risks not insured by it.

10.8 Damage or Destruction of Common Elements.

(a) Duty to Repair and Reconstruct. If all or any part of the Common Elements (except to the extent that the same are designated as Limited Common Elements) become damaged or are destroyed by any cause, the damaged Common Elements shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds, except to the extent Unit Owners holding seventy-five percent (75%) or more of the Percentage Interests consent to subject the Condominium to an action for partition. In that event, the Association shall record with the office of the Register of Deeds for Milwaukee County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to their respective Percentage Interests in the Common Elements determined prior to the taking.

(b) Plans and Specifications. Any reconstruction or repair of the Common Elements shall be made in accordance with the maps, plans, and specifications used in the original construction of the damaged improvements, unless the Board and a 2/3 majority of the Mortgagees authorize the variance. If a variance is authorized from the maps, plans, and specifications used in the original construction, then an amendment to the Condominium Plat and Declaration shall be recorded as necessary by the Association setting forth such authorized variance from the original construction.

(c) Responsibility for Repair. In all cases after a casualty has occurred to the Common Elements (except to the extent that the same are designated as Limited Common Elements), the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

(d) Insurance Proceeds and Construction Fund. All insurance proceeds received with respect to the Common Elements (except to the extent that the same are designated as Limited Common Elements) shall be held by the Association as trustee for the benefit of the Unit Owners and Mortgagees and shall be disbursed by the Association for the repair or reconstruction of such damaged Common Elements. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds received with respect to such Common Elements unless there is a surplus of insurance proceeds after such damaged Common Elements have been completely restored or repaired as set forth in Section 10.8(f) below.

(e) Assessments For Deficiencies. If the proceeds of insurance received by the Association with respect to those damaged Common Elements that are not also designated Limited Common Elements are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made pursuant to Section 9.3 against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

(f) Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Common Elements or any portion of the Common Elements taken by eminent domain are referred to herein as “Construction Funds.” It shall be presumed that the first monies disbursed in payment of costs of reconstruction or repair is insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners in accordance with their respective Percentage Interests in the Common Elements.

10.9 Damage or Destruction of Unit or Limited Common Elements. Subject to Article 11, following any damage or destruction to any Unit and/or the Limited Common Elements appurtenant to such Unit, then the Unit Owner shall repair and restore such Unit and/or Limited Common Elements appurtenant thereto to its condition prior to the damage or destruction as soon as possible. The Unit Owner may make changes to the interior design of the Unit provided such changes meet the requirements of Section 5.4. In the case of any damage or destruction to any improvements constituting the Unit or Limited Common Elements appurtenant thereto, the Association shall disburse the insurance proceeds attributable to such improvements to the Unit Owner of such Unit (or, if the damage is to a Limited Common Element appurtenant to more than one Unit, to the Unit Owners of the Units to which the Limited Common Element is appurtenant) in monthly installments to fund the reconstruction and repair of the improvements. Following completion of the work described in the previous sentence, the Association shall disburse the balance of the insurance proceeds attributable to such improvements to the Unit Owner (or applicable Unit Owners, if the damaged Limited Common Element is appurtenant to more than one Unit). The Unit Owner shall have the sole responsibility for all repair and reconstruction of improvements constituting the Unit, as well as to any Limited Common Element appurtenant to the Unit (and in the event that the Limited Common Element in question is appurtenant to more than one Unit, each Unit Owner of a Unit to which such Limited Common Element is deemed appurtenant will be jointly and severally responsible for any repair and reconstruction of the improvements constituting the Limited Common Element).

10.10 Insurance Deductible. In the event of any insured loss, the Association's deductible shall be considered a maintenance expense to be paid by the person or entity (including the Association) who would be responsible for such maintenance under the Condominium Instruments, in the absence of insurance. If the loss is caused by more than one Unit or a Unit and the Common Elements, the deductible shall be equitably apportioned by the Board in its sole discretion among the parties suffering loss in proportion to the total cost of repair of insurable items. The amount due from any Unit Owner for the deductible shall be conclusive as long as the Board provided each interested party an opportunity to state its position prior to any apportionment. In determining the allocation of the deductible, the Board may take into account whether or not the negligence of any person or entity contributed to the loss, even if the loss didn't originate from that unit (e.g. unit owner leaves window open in winter and common element pipe freezes) and may allocate the deductible based on any such negligence.

10.11 Condemnation.

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

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

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

(b) Determination to Reconstruct Common Elements. Following the taking of part of the Common Elements, the Common Elements shall be restored or reconstructed, unless the Unit Owners holding seventy-five percent (75%) or more of the Percentage Interests consent to subject the Condominium to an action for partition. In that event, the Association shall record with the office of the Register of Deeds for Milwaukee County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to their respective Percentage Interests in the Common Elements determined prior to the taking.

(c) Determination to Reconstruct Units or Limited Common Elements. Subject to Article 11, following the taking of part of a Unit, the Unit Owner shall cause the balance of the Unit to be restored or reconstructed, unless the restoration or reconstruction of the Unit to a usable whole is impractical or impossible as determined by such Unit Owner in its sole discretion. Following the taking of part of a Limited Common Element, the Unit Owner or Unit Owners whose Unit is appurtenant to such Limited Common Element shall cause such Limited Common Element to be restored or reconstructed, unless the restoration or reconstruction of such Limited Common Element is impractical or impossible as determined by such Unit Owner or Unit Owners in its or their sole discretion.

(d) Plans and Specifications for Common Elements or Unit. Any reconstruction of any partially taken Common Elements or any partially taken Unit shall, as far as is practicable, be made in accordance with the maps, plans and specifications used in the original construction, unless the Board shall authorize a variance from such plans and specifications. If a variance is authorized from the maps, plans, and specifications used in the original construction, then an amendment to the Condominium Plat and Declaration shall be recorded as necessary by the Association setting forth such authorized variance from the original construction.

(e) Responsibility for Reconstruction. Subject to Article 11, in all cases after a taking of all or part of the Common Elements not designated as Limited Common Elements, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild. In all cases after a taking of all or part of a Unit, the responsibility for restoration and reconstruction shall be that of the Unit Owner. In all cases after a taking of all or part of a Limited Common Element, the responsibility for restoration and reconstruction of such Limited Common Element shall be that of the Unit Owner or Unit Owners whose Unit is appurtenant to such Limited Common Element.

(f) Assessments for Deficiencies. If the condemnation award for the taking of the Common Elements is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs.

(g) Surplus in Construction Fund. It shall be presumed that the first monies disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among the affected Unit Owners in accordance with their respective Percentage Interests in the Common Elements and/or Limited Common Elements.

(h) Percentage Interests Following Taking. Following the taking of all or any part of any Unit, then, unless the Condominium is submitted to an action for partition under (b) above, the Percentage Interest appurtenant to any Unit shall be equitably adjusted to reflect the respective relative values of the remaining Units (or portions thereof) to all of the Units.

(i) Mortgagees' Consent Required. No approval, consent or authorization given by any Unit Owner under this Section 10.11 shall be effective unless it is consented to in writing by the Mortgagee (if any) holding the first lien against the Unit.

ARTICLE 11

SPECIAL PROVISIONS REGARDING DECLARANT

11.1 Declarant's Right of Ingress and Egress. The Declarant reserves for itself the non-exclusive easement and right of ingress and egress on, over and under all the Common Elements or any Unit owned by the Declarant, or under construction, for the purpose of completing construction of the Condominium, managing the Association and acting on its behalf until Turnover of Control, marketing of Units and such other activities and matters related to the development of the Condominium and the sale of Units as determined by the Declarant in its reasonably exercised discretion.

11.2 Other Reservation of Rights. The Declarant reserves the right, until all of the Units have been sold by Declarant, exercisable in its reasonably exercised discretion, to: (i) maintain any unsold Unit as a sales office or model; (ii) lease any unsold units, without restriction; (iii) conduct marketing activities on or about the Common Elements or in a Unit; (iv) place signs on or about the Common Elements or Units advertising and marketing the sale of Units; and (v) in furtherance of the foregoing, to exercise its rights of ingress and egress as provided above. The rights provided for herein may be exercised by the Declarant with no cost or expense chargeable to it by the Association, excepting Common Expenses properly assessed against Units owned by Declarant pursuant to Article 7 hereof, if any.

11.3 No Impairment of Declarant's Rights. No Unit Owner or the Association shall take any action, or fail or refuse to take any action, whether or not requested by Declarant, which would in any manner impair, impede, limit, alter or prevent the completion of the construction of the Condominium by the Declarant, the sale by Declarant of the Units or the rights reserved or granted to the Declarant under this Declaration, or make more costly or burdensome such construction, sale of Units or the exercise of such rights by Declarant hereunder.

(a) Declarant Control of Association. Until the expiration of the earlier of ten (10) years from the date the first Unit is conveyed to any Person other than Declarant, or thirty (30) days after the conveyance of 75% of the Percentage Interests in Common Elements to purchasers, the Declarant, acting alone and without the need for the vote or consent of any Unit Owner, except as provided herein, shall have the right: (i) to appoint, remove and reappoint the members of the Association's Board; (ii) to appoint, remove and reappoint the officers of the Association; and (iii) to exercise all the powers and responsibilities otherwise assigned to the Association by this Declaration, the Association Instruments or the Act.

11.4 Owner's Right to Elect Board Members During Control by Declarant. Notwithstanding Section 11.3 above, immediately prior to or upon the conveyance of 25% of the Percentage Interests in Common Elements to purchasers of Units, the Association shall hold a meeting and the Unit Owners other than the Declarant shall elect at least 25% of the directors constituting the Association's Board; and immediately prior to or upon the conveyance of 50% of the Percentage Interests in Common Elements to purchasers of Units, the Association shall hold a meeting and the Unit Owners other than the Declarant shall elect at least 33 1/3% of the directors constituting the Association's Board. The elections referred to above shall be conducted in accordance with the Association's Bylaws. A member or members of the Association's Board appointed by the Declarant shall resign from the Board if necessary so as to permit the election of members of the Board as herein provided.

11.5 Easements for Development. In addition to other rights contained herein, the Declarant may grant easements over and through the Common Elements for such purposes as Declarant deems necessary in conjunction with the development of the Condominium and certain other properties adjacent to the Property which may be developed by Declarant or an affiliate of Declarant.

ARTICLE 12

EASEMENTS AND RESERVATIONS

12.1 Encroachments. In the event that by reason of the construction, reconstruction, settling or shifting of any portion of the Condominium, or the design or construction of any Unit, any part of the Common Elements 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 Elements, or another Unit, valid easements for the maintenance and continuation of such encroachment are hereby established and shall exist for the benefit of and appurtenant to such Units and the Common Elements, as the case may be, for the period of time any such encroachment or any replacement thereof shall remain; 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 Common Elements if such encroachment occurred due to the willful conduct of said Owner or the Association.

12.2 Utilities and Services. Declarant hereby grants for the benefit of the Unit Owners, and hereby reserves for itself and grants for the use and benefit of the Declarant, the Condominium, the Association and such public utility companies, private utility companies, private service companies, local municipalities, and others as designated by the Declarant or the Association from time to time, in, their sole and absolute discretion, and to their respective successors and assigns, a non-exclusive perpetual easement in common, in, under and through the Condominium for purposes of installation, construction, operation, maintenance, repair, replacement and removal of all underground utilities and public and private service lines and equipment, including, but not limited to, electric, telephone, natural gas, water, sanitary sewers, storm sewers, security, cable/satellite television, master television antennae and similar systems, and all necessary surface and above-ground equipment and structures appurtenant thereto, for purposes of so serving the Condominium. Unless otherwise agreed to by the Declarant or the Association, all property damaged or destroyed in the exercise of rights declared or granted pursuant to this Section 12.2 shall be repaired, restored or replaced as promptly as possible by, and at the expense of, the Person exercising such rights.

Anything herein to the contrary notwithstanding, the placement and location within the Condominium of all utilities, service lines and all appurtenances thereto, including, but not limited to, conduits, wires, cables, pipes, mains and drainage lines, shall at all times be subject to the approval of the Declarant.

12.3 Easements to Run with the Land. All rights and easements described herein, including those reserved to the Declarant and referred to in Article 11, and all those recorded in the Office of the Register of Deeds of Milwaukee County, Wisconsin, are (unless otherwise expressly provided) perpetual rights and easements appurtenant to and running with the land and shall be binding upon, and inure to the benefit of, the Declarant, the Association and any Unit Owner, purchaser, mortgagee and other Person having any interest in the Condominium or any part thereof. Reference in any deed of conveyance, mortgage, trust deed or other instrument affecting any part of the Condominium to this Declaration shall be sufficient to create and reserve such rights and easements to the respective grantees, mortgagees and trustees named as fully as though such rights and easements were set forth in their entirety in such instrument.

ARTICLE 13

RIGHTS OF MORTGAGE HOLDERS

13.1 Notice. Any holder, insurer or guarantor of a mortgage (including the vendor's interest in a land contract) encumbering a Unit that makes written request on the Association for the following, identifying the name and address of such person and the Unit number or address, any such holder, insurer or guarantor will be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing its mortgage;

(b) Any thirty (30) day delinquency in the payment of assessments owed by the Owner of the Unit on which it holds a mortgage or any breach of the provisions of any instrument or rule governing the Condominium which is not cured by such Owner within thirty (30) days of such Owner's receipt of notice of such breach;

(c) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(d) Any proposed action that requires the consent of mortgage holders as specified in this Article 13.

13.2 Mortgagee Acquisition of Unit. A Mortgagee acquiring title to a Unit pursuant to remedies provided in its mortgage or by a deed in lieu of foreclosure following an Owner's default under the mortgage shall not be liable for such Unit's unpaid assessments accruing prior to the Mortgagee's acquisition of title to the Unit (except to the extent that any uncollected assessments may be included in any subsequent budget or revision to a budget).

13.3 Restoration. Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard shall be performed substantially in accordance with this Declaration and the original plans and specifications, unless other action is approved by at least fifty one percent (51%) of Mortgagees.

13.4 Termination. Any election to terminate the Condominium must require Mortgagee approval as follows: (1) fifty one percent (51%) in the case of such an election after substantial destruction or a substantial taking in condemnation of the Property and (2) sixty-seven percent (67%) in all other cases.

ARTICLE 14 **AMENDMENT OF DECLARATION**

14.1 General. Except as otherwise provided herein, this Declaration may be amended only by the written consent of Owners of Units which represent at sixty-seven percent (67%) of the Interests, or such greater percentage as may be required by the Act. Consent is not effective unless approved by the Unit's Mortgagee, if any. Amendments shall be prepared and executed by the president of the Association and shall become effective when recorded in the Milwaukee County Wisconsin, Register of Deed's Office. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded.

14.2 Special Approvals of Certain Amendments.

(a) No amendment shall adversely affect a special right conferred on or reserved to Declarant under this Declaration or the Master Declaration without Declarant's written consent.

(b) No amendment shall attempt to abrogate any obligation or responsibility under the Master Condominium Instruments.

(c) If the revision or adoption of a building code or zoning ordinance prevents or substantially affects the construction of a Unit or Common Elements as platted, the Declarant may reasonably modify the Plat, by addendum in accordance with Section 703.095 of the Act, to the extent necessary to comply with the code or ordinance in order to construct the Units or Common Elements.

(d) If the revision or adoption of a building code or zoning ordinance prevents or substantially affects the reconstruction of a Unit or Common Element as platted, the Declarant, Owner, or Association, as appropriate, may reasonably modify the Plat, by addendum in accordance with Section 703.095 of the Act, to the extent necessary to comply with the code or ordinance in order to reconstruct the Unit or Common Elements.

14.3 Material Amendments. A change to the provisions hereof affecting any of the following shall also require approval by 51% of Mortgagees: (a) voting rights; (b) assessments, assessment liens, or the priority of assessment liens; (c) reserves for maintenance, repair, and replacement of common areas; (d) responsibility for maintenance and repairs; (e) reallocation of Interests in the General or Limited Common Elements, or rights to their use; (f) redefinition of any Unit boundaries; (g) convertibility of Units into Common Elements or vice versa; (h) expansion or contraction of the project, or the addition, annexation, or withdrawal of property to or from the Condominium; (i) insurance or fidelity bond; (j) leasing of Units; (k) imposition of any restrictions on an Owner's right to sell or transfer the Owner's Unit; (l) a decision by the Association to establish self-management when professional management had been previously engaged; (m) restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than as specified herein; (n) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or (o) any provisions that expressly benefit mortgage holders, insurers, or guarantors.

ARTICLE 15

GENERAL PROVISIONS

15.1 Enforcement. The Association, any Unit Owner, or the Declarant, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, liens, easements and reservations now or hereafter imposed by the provisions of this Declaration or the Association Instruments.

15.2 Attorneys' Fees. In the event of any proceeding at law or in equity as provided for in Section 15.1 above, the prevailing party in any such proceeding shall be awarded their reasonable attorneys' fees and expenses in prosecuting or defending such proceeding, as the case may be.

15.3 Non-waiver. No covenant, restriction, condition, obligation, right or other provision contained in this Declaration or the Association Instruments shall be deemed to have been waived or abrogated by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur, or any lapse of time.

15.4 Severability. The invalidity of any covenant, restriction, condition, limitation, easement, reservation or any other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of any provision of this Declaration not declared invalid or unenforceable by a court of competent jurisdiction.

15.5 Notice to Lenders. Upon written request to the Association, a Mortgagee shall be given a copy of all notices permitted or required by this Declaration to be given to the Unit Owner whose Unit is subject to the Mortgage. The Association shall have the right to charge the Unit Owner a reasonable fee with respect to the notices requested hereunder.

15.6 Covenants to Run with the Land. The provisions of this Declaration shall be deemed and taken to be covenants running with the land and shall be binding upon any Person having at any time any interest or estate in the Condominium.

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

15.8 Headings and Captions. The article, section and paragraph headings and captions are for ease of reference only and shall in no way define or limit the scope or intent of any article, section or paragraph.

15.9 Registered Agent. The initial registered agent for the Condominium is [_____]. A successor resident agent may be named by the Board which shall be effective when the name of the successor is duly filed with the Wisconsin Department of Financial Institutions.

15.10 Notices. A notice to be given hereunder to a Unit Owner shall be deemed given upon personal delivery to the Owner (or anyone of the Owners, if a Unit is owned by more than one Owner), or upon mailing in the United States Mail, first class postage affixed, addressed to the Unit Owner as such address is reflected on the records of the Association from time to time. The Association, by its Association Instruments, may modify this Section 15.10.

15.11 Condominium Act. The provisions the Act are incorporated herein by this reference.

15.12 Assignment by Declarant. Subject to any prohibitions within the Act, all of the rights and benefits conferred on or reserved herein for Declarant in its status as such (as opposed to those rights or benefits conferred on or reserved for all Owners or groups thereof) may be assigned as follows: (a) to any person by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded in the Milwaukee County Register of Deed's Office, or (b) to any purchaser of the Declarant's rights in a foreclosure sale or deed in lieu of foreclosure, without any specific written assignment of Declarant's rights, or (c) to any person or entity to

which Declarant's rights have been collaterally assigned upon the exercise of such person's or entity's right under such collateral assignment, without any specific written assignment of Declarant's rights. An assignment of Declarant's rights is effective from the date of recordation of the assignment under (a), the deed under (b), or notice by such collateral assignee of such exercise under (c). A mortgage or other security interest granting a collateral assignment of Declarant's rights does not confer on the mortgagee or holder of the security interest the right to act as Declarant without some further act under (a) or (b) or (c). From and after each assignment, or after the affirmative activation of such collateral right, only the assignee may act as Declarant under this Declaration with respect to the rights assigned and all prior persons holding Declarant's right shall no longer be entitled to exercise such rights. No successor Declarant shall be responsible or liable for the obligations of a Declarant arising before the date on which such successor Declarant may act as above.

15.13 Disclosure Regarding Construction. Declarant discloses that until and after Declarant has sold all of the Units, there will be construction activity in connection with the construction of Units which may lead to noise, construction traffic, dust and other conditions incident to construction. Every Unit Owner, including Declarant, shall use reasonable efforts to avoid and to cause its contractors to limit disruption to other Unit Owners during all periods of construction activity relating to the Unit owned by such Unit Owner.

15.14 Disclosure Regarding Warranties. Declarant shall assign to the Association upon substantial completion of each phase of construction all warranties held by Declarant and covering any construction of the Common Elements. No warranties or representations, express or implied, including, but not limited to, the implied warranty of fitness for a particular purpose and merchantability, are made by Declarant to any Unit Owner or other person or entity regarding the past or future performance or quality of the Common Elements. Any implied warranty of workmanlike performance and that any Structure or Common Element is or will be reasonably adequate for use and occupancy, created by Section 706.10(7), Wisconsin Statutes, which statutory section creates the above-stated implied warranties, for the conveyance of a newly constructed home or condominium, is hereby expressly disclaimed and excluded. Any other implied warranties created by common law, including, without limitation, Declarant's duty to perform all work in a good and sufficient workmanlike manner, are also disclaimed and excluded. Any claims by the Association against a contractor to recover damages resulting from construction defects in any of the Common Elements or Limited Common Elements shall be subject to the provisions of Section 895.07, Wisconsin Statutes.

[Remainder of page left blank.]

IN WITNESS WHEREOF, the undersigned has executed this Declaration as of the day and year set forth above.

DECLARANT:

F STREET OCLV LLC

By : _____
Name: _____
Title: _____

STATE OF WISCONSIN)

) ss.

COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 2022, _____ as _____ of F Street OCLV LLC, a Wisconsin limited liability company, who acknowledged the foregoing document for the purposes recited therein on behalf of said limited liability company.

Name:
Notary Public, State of Wisconsin
My Commission: _____

EXHIBIT A

**LEGAL DESCRIPTION OF PROPERTY
(Residential Units)**

[Insert Master Declaration Unit Legal Description for Units 1-6 and 11-21]

EXHIBIT B
CONDOMINIUM PLAT

EXHIBIT C

PERCENTAGE INTERESTS IN COMMON ELEMENTS

Unit Number	Percentage Interest	Number of Votes
1001	0.8772%	1
1002	0.8772%	1
1003	0.8772%	1
2001	0.8772%	1
2002	0.8772%	1
2003	0.8772%	1
2004	0.8772%	1
2005	0.8772%	1
2006	0.8772%	1
2007	0.8772%	1
2008	0.8772%	1
2009	0.8772%	1
2010	0.8772%	1
2011	0.8772%	1
2012	0.8772%	1
2013	0.8772%	1
2014	0.8772%	1
2015	0.8772%	1
2016	0.8772%	1
2017	0.8772%	1
2018	0.8772%	1
2019	0.8772%	1
2020	0.8772%	1
2021	0.8772%	1
2022	0.8772%	1
2023	0.8772%	1
2024	0.8772%	1
2025	0.8772%	1
2028	0.8772%	1
3001	0.8772%	1
3002	0.8772%	1
3003	0.8772%	1
3004	0.8772%	1
3005	0.8772%	1
3006	0.8772%	1
3007	0.8772%	1
3008	0.8772%	1
3009	0.8772%	1
4001	0.8772%	1
4002	0.8772%	1

Unit Number	Percentage Interest	Number of Votes
4003	0.8772%	1
4004	0.8772%	1
4005	0.8772%	1
4006	0.8772%	1
4007	0.8772%	1
4008	0.8772%	1
5001	0.8772%	1
5002	0.8772%	1
5003	0.8772%	1
5004	0.8772%	1
5005	0.8772%	1
6001	0.8772%	1
6002	0.8772%	1
11001	0.8772%	1
11002	0.8772%	1
11003	0.8772%	1
11004	0.8772%	1
11005	0.8772%	1
11006	0.8772%	1
12001	0.8772%	1
12002	0.8772%	1
12003	0.8772%	1
12004	0.8772%	1
12005	0.8772%	1
13001	0.8772%	1
13002	0.8772%	1
13003	0.8772%	1
13004	0.8772%	1
14001	0.8772%	1
14002	0.8772%	1
14003	0.8772%	1
15001	0.8772%	1
15002	0.8772%	1
15003	0.8772%	1
16001	0.8772%	1
16002	0.8772%	1
16003	0.8772%	1
16004	0.8772%	1
16005	0.8772%	1
17001	0.8772%	1
17002	0.8772%	1
17003	0.8772%	1
17005	0.8772%	1
18001	0.8772%	1

Unit Number	Percentage Interest	Number of Votes
18002	0.8772%	1
18003	0.8772%	1
18004	0.8772%	1
18005	0.8772%	1
19001	0.8772%	1
19002	0.8772%	1
19003	0.8772%	1
19004	0.8772%	1
19005	0.8772%	1
20001	0.8772%	1
20002	0.8772%	1
20003	0.8772%	1
20004	0.8772%	1
20005	0.8772%	1
20006	0.8772%	1
20007	0.8772%	1
20008	0.8772%	1
21001	0.8772%	1
21002	0.8772%	1
21003	0.8772%	1
21004	0.8772%	1
21005	0.8772%	1
21006	0.8772%	1
21007	0.8772%	1
21008	0.8772%	1
21009	0.8772%	1
21010	0.8772%	1
TOTAL	100%	114

- Single-Family Units are Unit Nos. 1003, 3001-3009, 4001-4008, 5001-5005, 11005, 11006, and 12001-12005,
- Villa Units are Unit Nos. 1001, 1002 , 6001, 6002, 11001-11004, 13001-13004, 14001-14003, 15001-15003, 16001-16005, 17001-17005, 18001-18005, 19001-19005, 20001-20008, and 21001-21010.
- Townhome Units are Unit Nos. 2001-2028

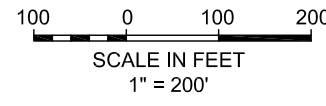
Lakeshore Commons Master Condominium

An Expandable Condominium

Lots 1-9, inclusive, and Outlots 1-4, inclusive, of the Plat of Lakeshore Commons, part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

LEGEND:

- = 1.32" O.D. Iron Pipe Found
- △ = 2.375" O.D. Iron Pipe Found
- = Section Corner
- = Wetlands
- = RIGHT-OF-WAY LINE
- = PROPERTY LINE



(FOR RECORDING INFORMATION)

NOTE:

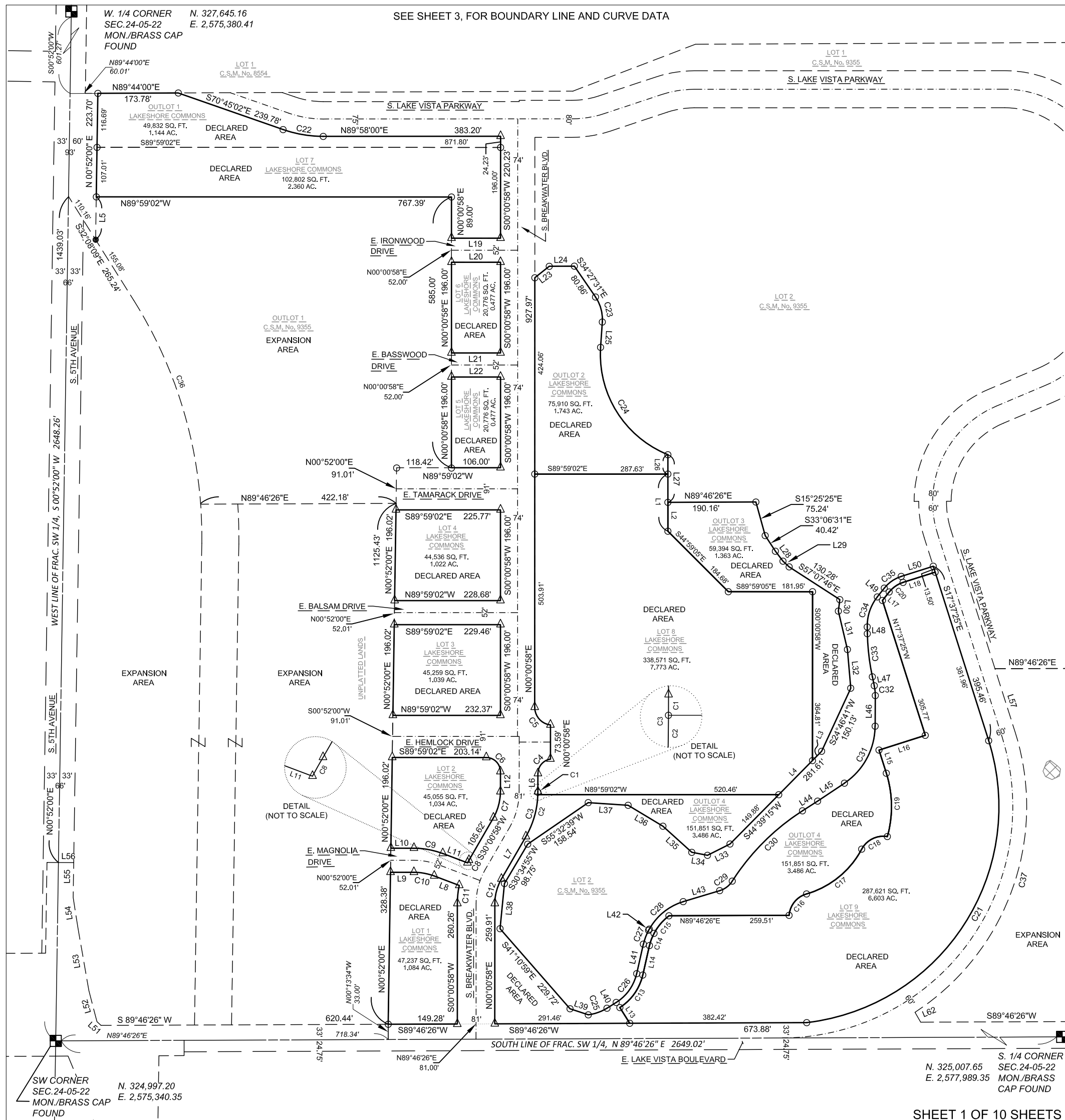
- ◆ That portion of Lot 1, of Certified Survey Map No. 9355, shown as Expansion Area, would need to be sub-divided from said Lot 1, prior to the proposed expansion into said Lot 1.
- ◆ The wetlands shown herein were delineated by Dave Meyer of Wetland & Waterway Consulting, LLC, between October 18-21, 2020.



NORTH REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM SOUTH ZONE, NAD 27, THE WEST LINE OF THE FRACTIONAL SW 1/4 OF SECTION 24-05-22, BEARING N00°52'00"E.



CONDOMINIUM BOUNDARY



S:_SiteDsgn\Rinka Chung Architects\190575 Lake Vista Final\Survey\DWG\190575_SR_Master_Condo_1_REV1.dwg 4/19/2022 8:14 PM

SHEET 1 OF 10 SHEETS



226 W. WISCONSIN AVE.
APPLETON, WI 54911
kapurinc.com

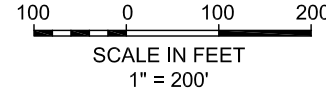
Lakeshore Commons Master Condominium

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NOTE:

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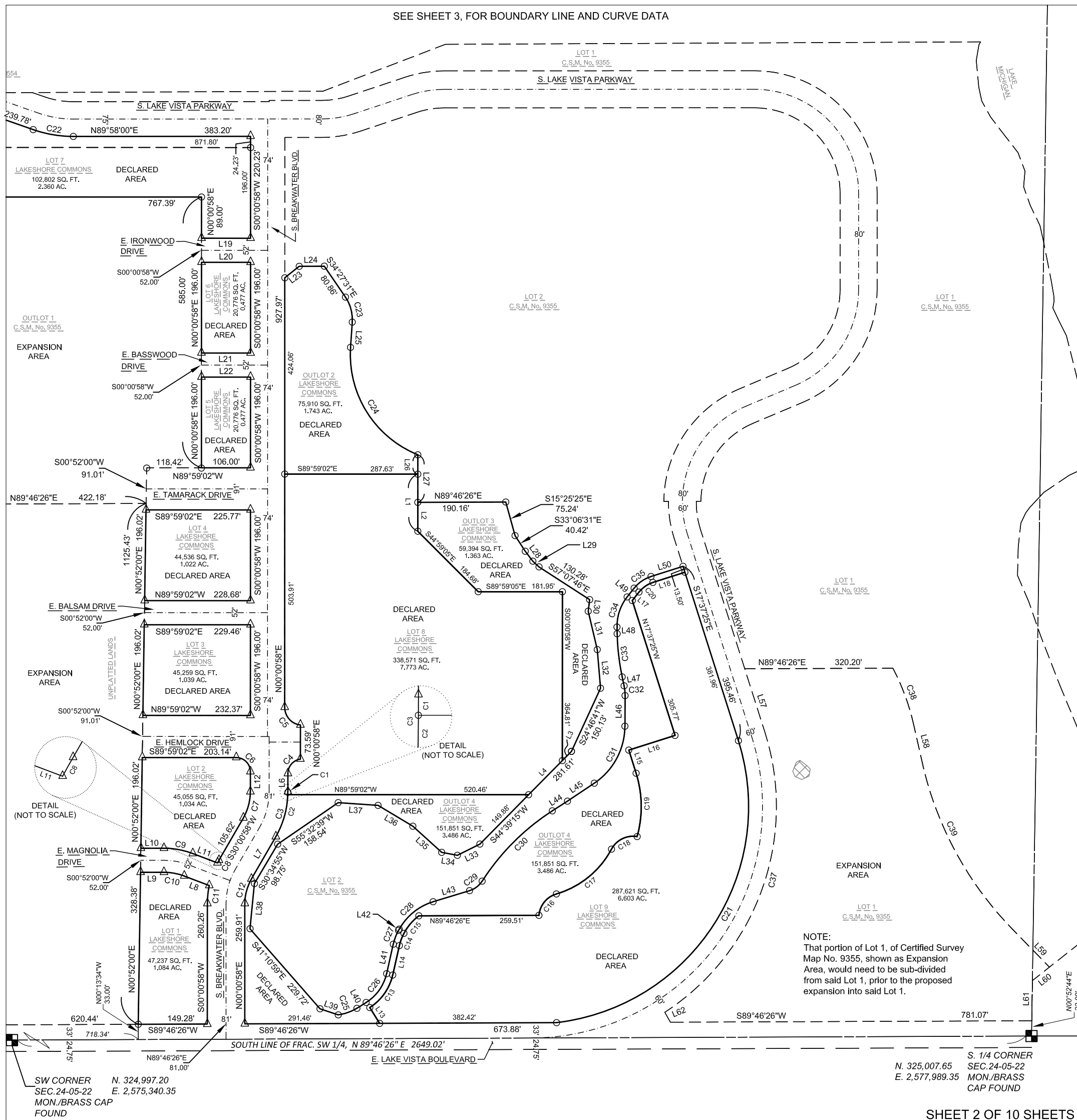


NORTH REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM SOUTH ZONE, NAD 27, THE WEST LINE OF THE FRACTIONAL SW 1/4 OF SECTION 24-05-22, BEARING N00°52'00"E.



CONDOMINIUM BOUNDARY

SEE SHEET 3, FOR BOUNDARY LINE AND CURVE DATA



S:_SiteDsgn\Rinka Chung Architects\190575 Lake Vista Final\Survey\DWG\190575_SR_Master_Condo_1_REV1.dwg 4/19/2022 8:16 PM

SW CORNER N. 324,997.20
SEC. 24-05-22 E. 2,575,340.35
MON./BRASS CAP
FOUND

S. 1/4 CORNER
N. 325,007.65
SEC. 24-05-22
E. 2,577,989.35
MON./BRASS
CAP FOUND

SHEET 2 OF 10 SHEETS



226 W. WISCONSIN AVE.
APPLETON, WI 54911
kapurinc.com

Lakeshore Commons Master Condominium An Expandable Condominium

Lots 1-9, inclusive, and Outlots 1-4, inclusive, of the Plat of Lakeshore Commons, part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

CURVE CHART

C1 CURVE DATA R = 194.00' L = 6.07' Δ = 01°47'38" CH. B. = N00°54'47"E CH. = 6.07'	C2 CURVE DATA R = 194.00' L = 95.51' Δ = 28°12'22" CH. B. = N15°54'47"E CH. = 94.54'	C3 CURVE DATA R = 194.00' L = 101.58' Δ = 30°00'00" CH. B. = N15°00'58"E CH. = 100.42'	C4 CURVE DATA R = 31.58' L = 45.09' Δ = 81°48'28" CH. B. = N40°55'12"E CH. = 41.36'	C5 CURVE DATA R = 38.58' L = 56.09' Δ = 83°18'06" CH. B. = N41°38'05"W CH. = 51.28'	C6 CURVE DATA R = 30.58' L = 48.04' Δ = 90°00'00" CH. B. = S44°59'02"E CH. = 43.25'	C7 CURVE DATA R = 113.00' L = 59.17' Δ = 30°00'00" CH. B. = S15°00'58"W CH. = 58.49'
C8 CURVE DATA R = 187.00' L = 6.46' Δ = 01°58'48" CH. B. = S29°01'34"W CH. = 6.46'	C9 CURVE DATA R = 176.00' L = 63.68' Δ = 20°43'46" CH. B. = N79°37'09"W CH. = 63.33'	C10 CURVE DATA R = 124.00' L = 44.86' Δ = 20°43'46" CH. B. = S79°37'09"E CH. = 44.62'	C11 CURVE DATA R = 187.00' L = 39.28' Δ = 12°02'04" CH. B. = S06°02'00"W CH. = 39.21'	C12 CURVE DATA R = 106.00' L = 55.50' Δ = 30°00'00" CH. B. = N15°00'58"E CH. = 54.87'	C13 CURVE DATA R = 112.50' L = 88.23' Δ = 44°56'05" CH. B. = N35°09'05.5"E CH. = 85.99'	C14 CURVE DATA R = 99.50' L = 28.15' Δ = 16°12'44" CH. B. = N20°47'25"E CH. = 28.06'
C15 CURVE DATA R = 111.78' L = 50.19' Δ = 25°43'35" CH. B. = N40°13'46.5"E CH. = 49.77'	C16 CURVE DATA R = 52.50' L = 63.41' Δ = 69°12'03" CH. B. = N39°18'37.5"E CH. = 59.62'	C17 CURVE DATA R = 196.50' L = 157.79' Δ = 46°00'27" CH. B. = N50°54'25.5"E CH. = 153.58'	C18 CURVE DATA R = 52.50' L = 65.90' Δ = 71°55'18" CH. B. = N63°51'51"E CH. = 61.66'	C19 CURVE DATA R = 238.00' L = 138.83' Δ = 33°25'20" CH. B. = N00°54'45"W CH. = 136.87'	C20 CURVE DATA R = 62.50' L = 37.03' Δ = 33°56'37" CH. B. = N55°24'39.5"E CH. = 36.49'	C21 CURVE DATA R = 470.00' L = 827.86' Δ = 100°55'14" CH. B. = S32°50'12"W CH. = 724.91'
C22 CURVE DATA R = 262.50' L = 88.34' Δ = 19°16'58" CH. B. = S80°23'31"E CH. = 87.93'	C23 CURVE DATA R = 85.00' L = 57.06' Δ = 38°27'37" CH. B. = S15°13'42.5"E CH. = 55.99'	C24 CURVE DATA R = 232.51' L = 292.82' Δ = 72°09'23" CH. B. = S32°04'35.5"E CH. = 273.85'	C25 CURVE DATA R = 99.00' L = 43.12' Δ = 24°57'29" CH. B. = N70°33'47.5"E CH. = 42.78'	C26 CURVE DATA R = 99.00' L = 78.45' Δ = 45°24'00" CH. B. = N35°23'03"E CH. = 76.41'	C27 CURVE DATA R = 113.00' L = 31.97' Δ = 16°12'30" CH. B. = N20°47'18"E CH. = 31.86'	C28 CURVE DATA R = 125.00' L = 96.63' Δ = 44°17'37" CH. B. = N51°02'21.5"E CH. = 94.25'
C29 CURVE DATA R = 49.00' L = 34.72' Δ = 40°35'37" CH. B. = N52°53'21.5"E CH. = 34.00'	C30 CURVE DATA R = 501.00' L = 216.32' Δ = 24°44'20" CH. B. = N44°57'43"E CH. = 214.64'	C31 CURVE DATA R = 149.00' L = 145.50' Δ = 55°57'01" CH. B. = N28°16'16.5"E CH. = 139.79'	C32 CURVE DATA R = 99.00' L = 21.30' Δ = 12°19'47" CH. B. = N05°52'07.5"W CH. = 21.26'	C33 CURVE DATA R = 501.00' L = 93.98' Δ = 10°44'52" CH. B. = N06°39'35"W CH. = 93.84'	C34 CURVE DATA R = 101.00' L = 70.03' Δ = 39°43'30" CH. B. = N18°34'36"E CH. = 68.63'	C35 CURVE DATA R = 76.00' L = 45.02' Δ = 33°56'37" CH. B. = N55°24'39.5"E CH. = 44.37'
C36 CURVE DATA R = 960.00' L = 467.81' Δ = 27°55'13" CH. B. = S18°09'35.5"E CH. = 463.20'	C37 CURVE DATA R = 530.00' L = 690.21' Δ = 74°36'54" CH. B. = N19°41'02"E CH. = 642.46'	C38 CURVE DATA R = 499.00' L = 130.88' Δ = 15°01'42" CH. B. = S20°12'42"E CH. = 130.51'	C39 CURVE DATA R = 751.00' L = 413.85' Δ = 31°34'24" CH. B. = S28°29'03"E CH. = 408.63'			

LINE TABLE

L1 = S 00°00'10" W, 123.42'	L11 = N 69°15'16" W, 57.13'	L21 = N 89°59'02" W, 106.00'	L31 = S 13°19'18" E, 85.24'	L41 = N 12°41'03" E, 65.33'	L51 = N 47°24'59" W, 11.86'
L2 = S 00°00'10" W, 62.36'	L12 = S 00°00'58" W, 43.42'	L22 = S 89°59'02" E, 106.00'	L32 = S 04°53'47" E, 83.89'	L42 = N 28°53'33" E, 3.14'	L52 = N 14°34'27" W, 69.35'
L3 = S 44°39'15" W, 28.07'	L13 = N 31°54'57" W, 40.13'	L23 = N 51°32'08" E, 39.83'	L33 = S 63°26'16" W, 54.37'	L43 = N 73°11'10" E, 82.38'	L53 = N 09°54'46" W, 137.13'
L4 = S 44°39'15" W, 103.66'	L14 = N 12°41'03" E, 65.33'	L24 = N 89°42'28" E, 54.27'	L34 = N 79°17'03" W, 34.56'	L44 = N 57°19'53" E, 38.90'	L54 = N 08°52'44" W, 66.74'
L5 = N 00°52'00" E, 92.45'	L15 = N 17°37'25" W, 52.46'	L25 = S 04°00'06" W, 54.84'	L35 = N 47°51'32" W, 84.05'	L45 = N 56°14'47" E, 69.80'	L55 = N 00°52'00" E, 75.53'
L6 = N 00°00'58" E, 39.42'	L16 = N 72°22'35" E, 105.00'	L26 = S 00°00'10" W, 41.75'	L36 = N 59°02'00" W, 87.71'	L46 = N 00°17'46" E, 66.20'	L56 = N 89°32'23" W, 33.00'
L7 = N 30°00'58" E, 105.62'	L17 = N 38°26'21" E, 23.44'	L27 = S 00°00'10" W, 102.81'	L37 = N 86°10'59" W, 86.41'	L47 = N 12°02'01" W, 19.65'	L57 = N 17°37'25" W, 144.06'
L8 = S 69°15'16" E, 57.77'	L18 = N 72°22'58" E, 72.65'	L28 = S 37°18'04" E, 27.02'	L38 = S 05°36'08" W, 98.14'	L48 = N 01°17'09" W, 14.52'	L58 = S 12°41'51" E, 84.39'
L9 = S 89°59'02" E, 50.59'	L19 = N 89°59'02" W, 106.00'	L29 = S 47°17'16" E, 18.13'	L39 = S 71°33'44" E, 41.54'	L49 = N 38°26'21" E, 24.25'	L59 = S 44°16'15" E, 114.39'
L10 = N 89°59'02" W, 49.82'	L20 = S 89°59'02" E, 106.00'	L30 = S 07°07'40" W, 25.09'	L40 = N 58°05'03" E, 23.59'	L50 = N 72°22'58" E, 72.65'	L60 = S 51°37'44" W, 46.86'
L61 = S 00°52'44" W, 86.81'					
L62 = N 29°45'50" W, 24.61'					

S:_SiteDsgn\Rinka Chung Architects\190575 Lake Vista Final\Survey\DWG\190575_SR_Master_Condo_1_REV1.dwg 4/19/2022 8:18 PM



04-19-2022

DECLARANT:
F STREET OCLV, LLC
1134 N. 9TH ST., SUITE 200
MILWAUKEE, WI 53233



226 W. WISCONSIN AVE.
APPLETON, WI 54911
kapurinc.com

Lakeshore Commons Master Condominium

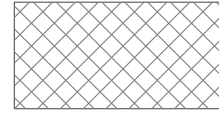
An Expandable Condominium

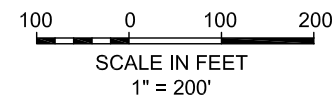
Lots 1-9, inclusive, and Outlots 1-4, inclusive, of the Plat of Lakeshore Commons, part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

NOTES:


- ◆ All areas within the condominium boundary are Common Element (C.E.) unless depicted as "Unit" or "L.C.E." Private roads and alleys, as shown, are C.E.
- ◆ Limited Common Elements are depicted, to the extent possible, on this plat as "L.C.E."
- ◆ The Common Elements and Limited Common Elements are further defined within the Declaration of Condominium at Lakeshore Commons Master Condominium recorded simultaneously with this plat.
- ◆ That portion of Lot 1, of Certified Survey Map No. 9355, shown as Expansion Area, would need to be sub-divided from said Lot 1, prior to the proposed expansion into said Lot 1.
- ◆ See Sheets 7, 8, & 9, for unit dimensions and areas.
- ◆ The Clubhouse is the entirety of Lot 3.
- ◆ Units 9 and 10, are building pad boundaries.
- ◆ Field work completed on November 30, 2020.
- ◆ Public Utility Easements per the Lakeshore Commons Subdivision Plat.

LEGEND:

- M.W.M.E. = Municipal Water Main Easement
- P.U.E. = Public Utility Easement
- M.U.E. = Municipal Utility Easement
- = RIGHT-OF-WAY LINE
- - - - - = PROPERTY LINE
-  = Wetlands



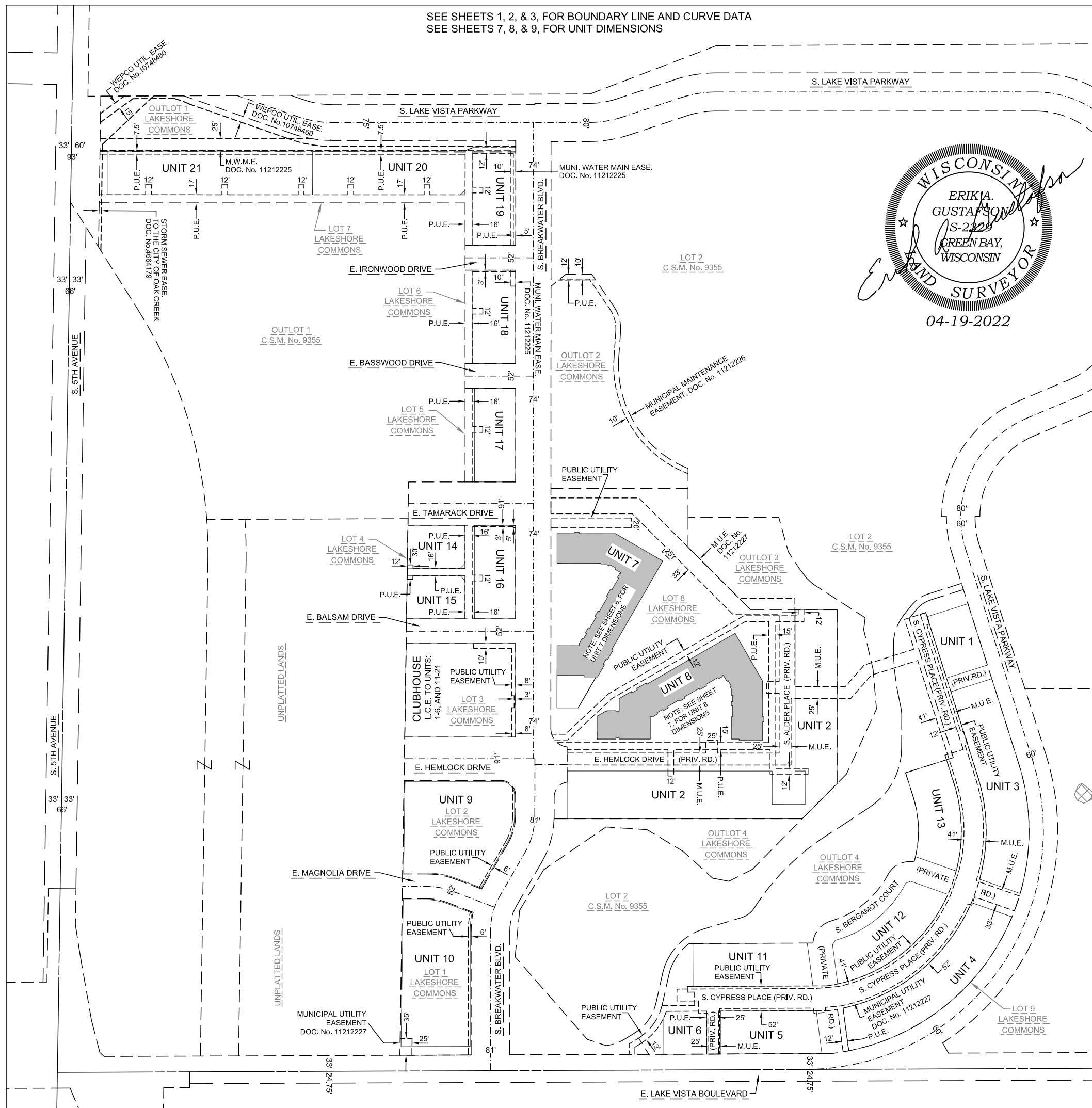
NORTH REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM SOUTH ZONE, NAD 83, THE WEST LINE OF THE FRACTIONAL SW 1/4 OF SECTION 24-05-22, BEARING N00°52'00"E.



SCALE: 1"=200'

EASEMENTS

SEE SHEETS 1, 2, & 3, FOR BOUNDARY LINE AND CURVE DATA
SEE SHEETS 7, 8, & 9, FOR UNIT DIMENSIONS



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Lakeshore Commons Master Condominium

An Expandable Condominium

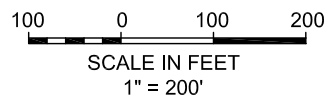
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LEGEND:

- C.E. = Common Element
- L.C.E. = Limited Common Element
- = RIGHT-OF-WAY LINE
- - - - - = PROPERTY LINE
- [Cross-hatched box] = Wetlands

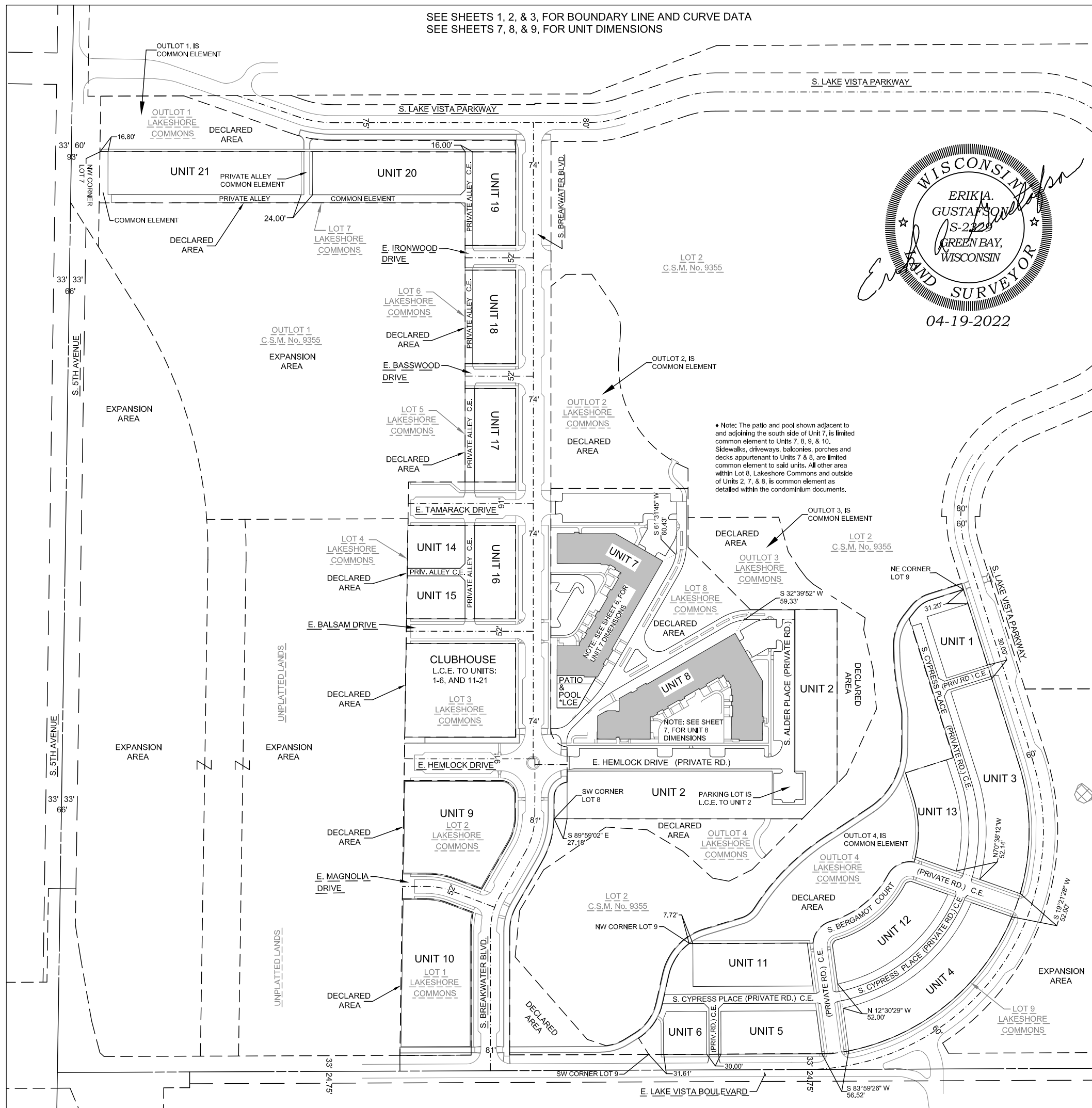


NORTH REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM SOUTH ZONE, NAD 83. THE WEST LINE OF THE FRACTIONAL SW 1/4 OF SECTION 24-05-22, BEARING N00°52'00"E.

SCALE: 1"=200'

CONDOMINIUM LAYOUT

SEE SHEETS 1, 2, & 3, FOR BOUNDARY LINE AND CURVE DATA
SEE SHEETS 7, 8, & 9, FOR UNIT DIMENSIONS



WISCONSIN
ERIKA GUSTAFSON
S-2222
GREEN BAY, WISCONSIN
SURVEYOR
04-19-2022

* Note: The patio and pool shown adjacent to and adjoining the south side of Unit 7, is limited common element to Units 7, 8, 9, & 10. Sidewalks, driveways, balconies, porches and decks appurtenant to Units 7 & 8, are limited common element to said units. All other areas within Lot 8, Lakeshore Commons and outside of Units 2, 7, & 8, is common element as detailed within the condominium documents.

Lakeshore Commons Master Condominium

An Expandable Condominium

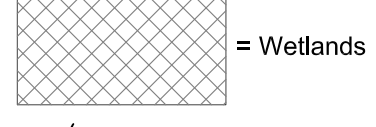
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LEGEND:

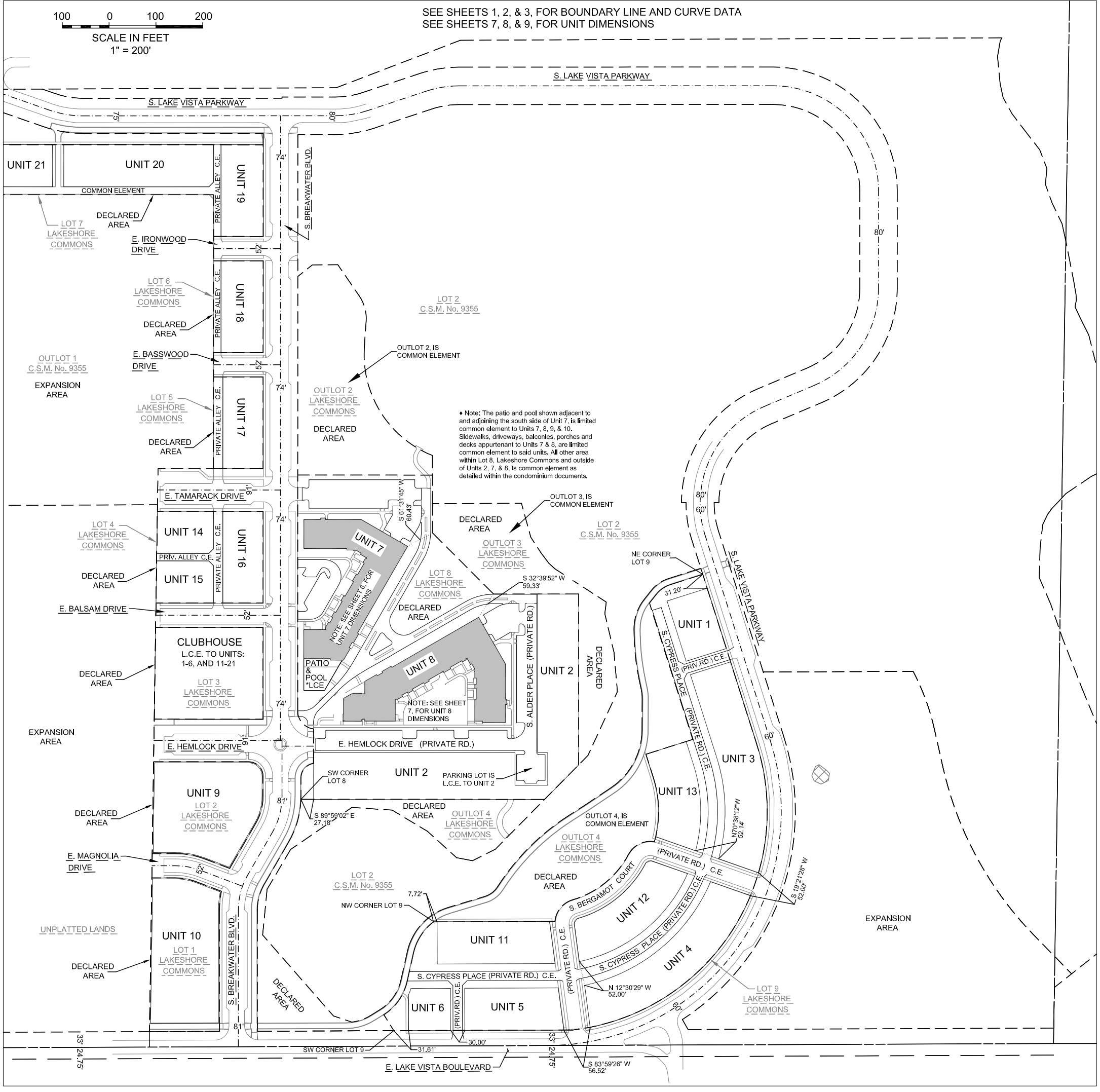
- C.E. = Common Element
- L.C.E. = Limited Common Element
- = RIGHT-OF-WAY LINE
- - - = PROPERTY LINE



NORTH REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM SOUTH ZONE, NAD 83, THE WEST LINE OF THE FRACTIONAL SW 1/4 OF SECTION 24-05-22, BEARING N00°52'00"E.

SCALE: 1"=200'

CONDOMINIUM LAYOUT

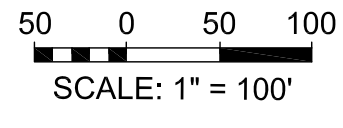


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Lakeshore Commons Master Condominium

An Expandable Condominium

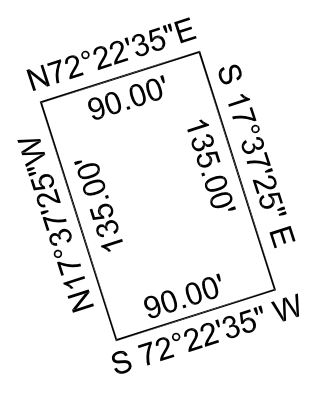
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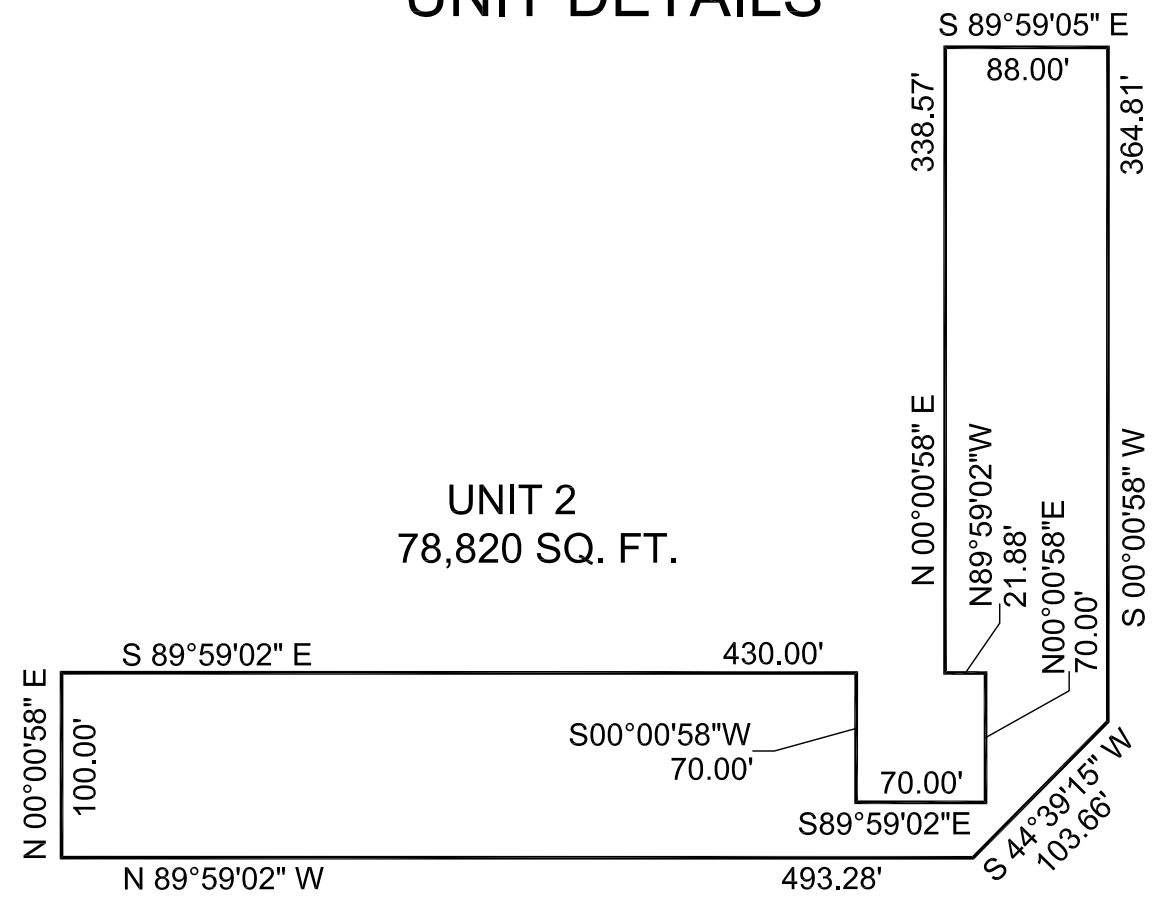
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UNIT DETAILS

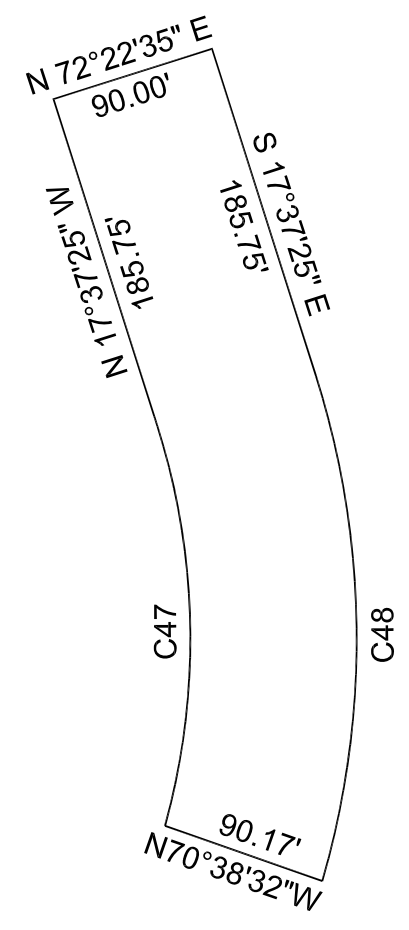
UNIT 1
12,150 SQ. FT.



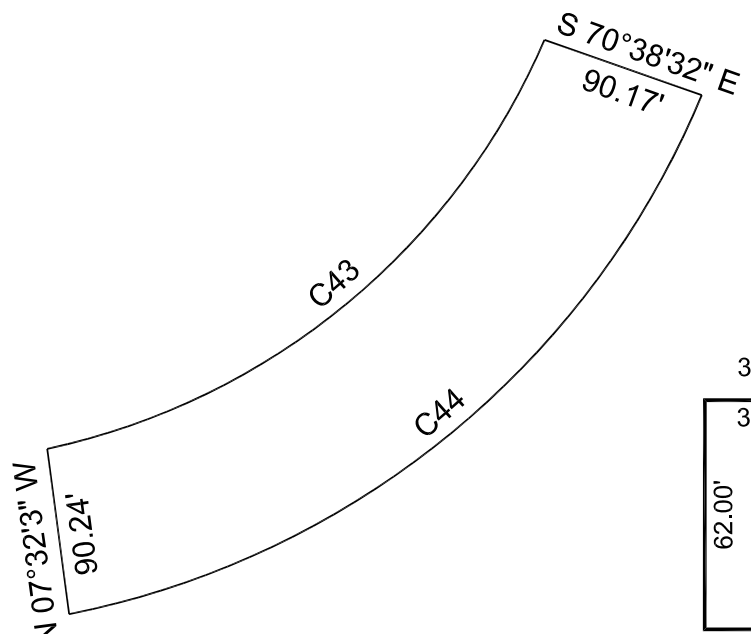
UNIT 2
78,820 SQ. FT.



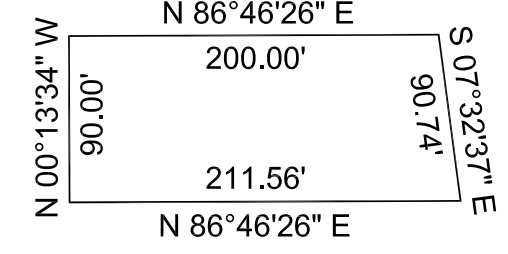
UNIT 3
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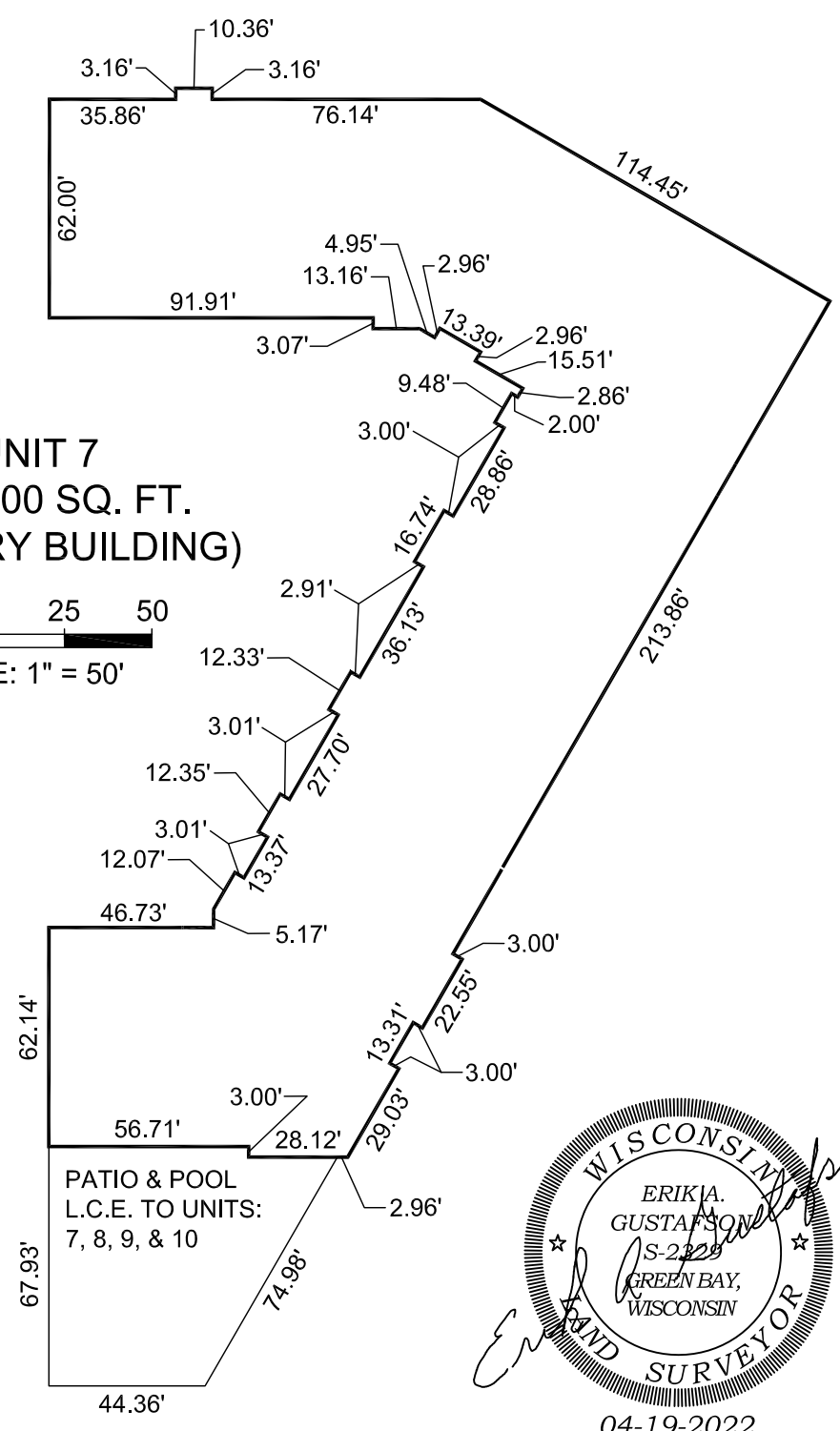
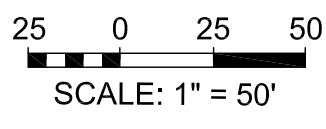
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37,035 SQ. FT.



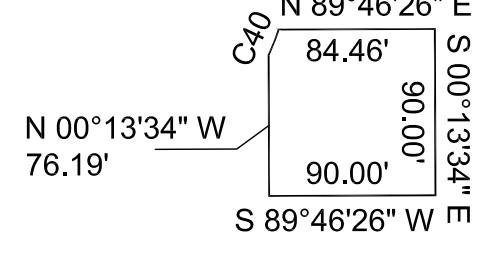
UNIT 5
18,520 SQ. FT.



UNIT 7
131,000 SQ. FT.
(4-STORY BUILDING)



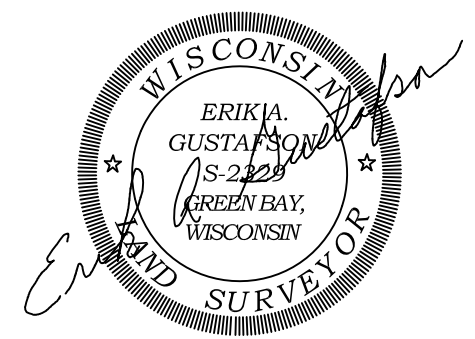
UNIT 6
8,059 SQ. FT.



C40 CURVE DATA	C47 CURVE DATA
R = 124.50'	R = 380.00'
L = 14.89'	L = 219.25'
Δ = 06°51'04"	Δ = 33°03'29"
CH. B. = N21°38'39"E	CH. B. = N01°05'40"W
CH. = 14.88'	CH. = 216.22'

C43 CURVE DATA	C48 CURVE DATA
R = 380.00'	R = 470.00'
L = 361.93'	L = 277.35'
Δ = 54°34'18"	Δ = 33°48'36"
CH. B. = N50°34'01"E	CH. B. = S00°43'07"E
CH. = 348.41'	CH. = 273.34'

C44 CURVE DATA
R = 470.00'
L = 461.07'
Δ = 56°12'24"
CH. B. = N50°37'56"E
CH. = 442.80'



Note: The surveyor makes no certification as to the accuracy of the units contained in the plat and the approximate dimensions and floor areas thereof.

kapur 226 W. WISCONSIN AVE.
APPLETON, WI 54911
kapurinc.com

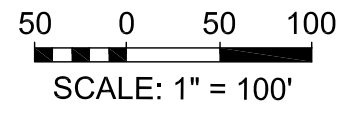
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Lakeshore Commons Master Condominium

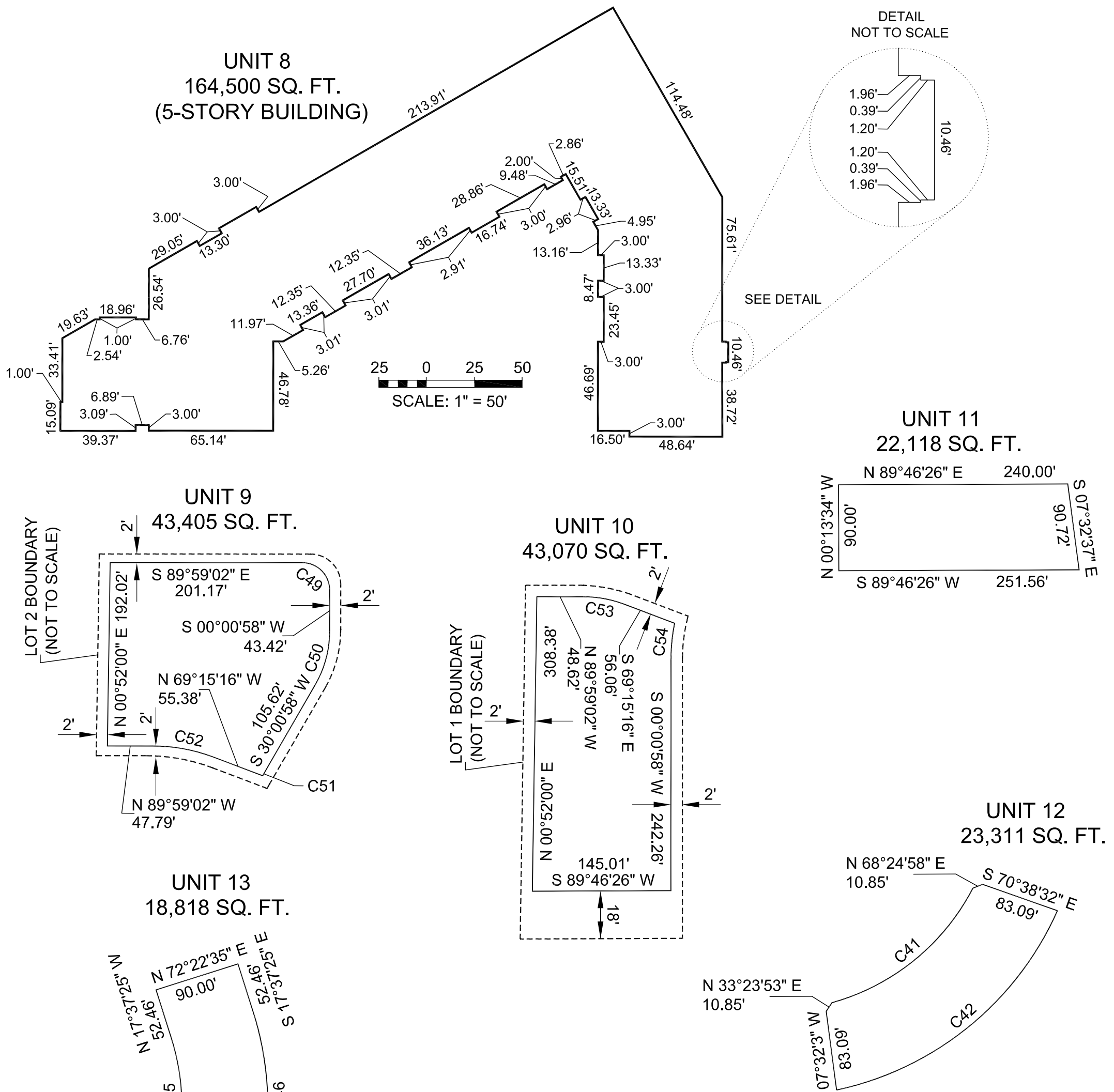
An Expandable Condominium

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NORTH REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM SOUTH ZONE, NAD 83, THE WEST LINE OF THE FRACTIONAL SW 1/4 OF SECTION 24-05-22, BEARING N00°52'00"E.



UNIT DETAILS



<p>C45 CURVE DATA R = 238.00' L = 127.56' Δ = 30°42'34" CH. B. = N02°16'08"W CH. = 126.04'</p>	<p>C46 CURVE DATA R = 328.00' L = 185.68' Δ = 32°26'05" CH. B. = S01°24'22"E CH. = 183.21'</p>	<p>C49 CURVE DATA R = 28.58' L = 44.90' Δ = 90°00'32" CH. B. = S44°59'02"E CH. = 40.42'</p>	<p>C50 CURVE DATA R = 111.00' L = 58.12' Δ = 29°59'54" CH. B. = S15°00'58"W CH. = 57.46'</p>
<p>C51 CURVE DATA R = 189.00' L = 4.77' Δ = 01°26'43" CH. B. = S29°17'35"W CH. = 4.77'</p>	<p>C52 CURVE DATA R = 178.00' L = 64.40' Δ = 20°43'47" CH. B. = N79°37'09"W CH. = 64.05'</p>	<p>C53 CURVE DATA R = 122.00' L = 44.14' Δ = 20°43'48" CH. B. = S79°37'09"E CH. = 43.90'</p>	<p>C54 CURVE DATA R = 189.00' L = 37.98' Δ = 11°30'53" CH. B. = S05°46'22"W CH. = 37.92'</p>
<p>C41 CURVE DATA R = 238.50' L = 195.67' Δ = 47°06'18" CH. B. = N50°54'25"E CH. = 190.20'</p>	<p>C42 CURVE DATA R = 328.00' L = 309.16' Δ = 54°00'20" CH. B. = S50°54'25"W CH. = 297.85'</p>		

WISCONSIN
ERIKIA GUSTAFSON
S-222
GREEN BAY, WISCONSIN
SURVEYOR
04-19-2022

Note: The surveyor makes no certification as to the accuracy of the units contained in the plat and the approximate dimensions and floor areas thereof.

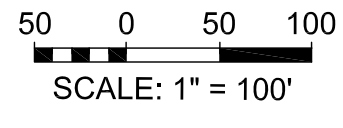
kapur 226 W. WISCONSIN AVE.
APPLETON, WI 54911
kapurinc.com

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Lakeshore Commons Master Condominium

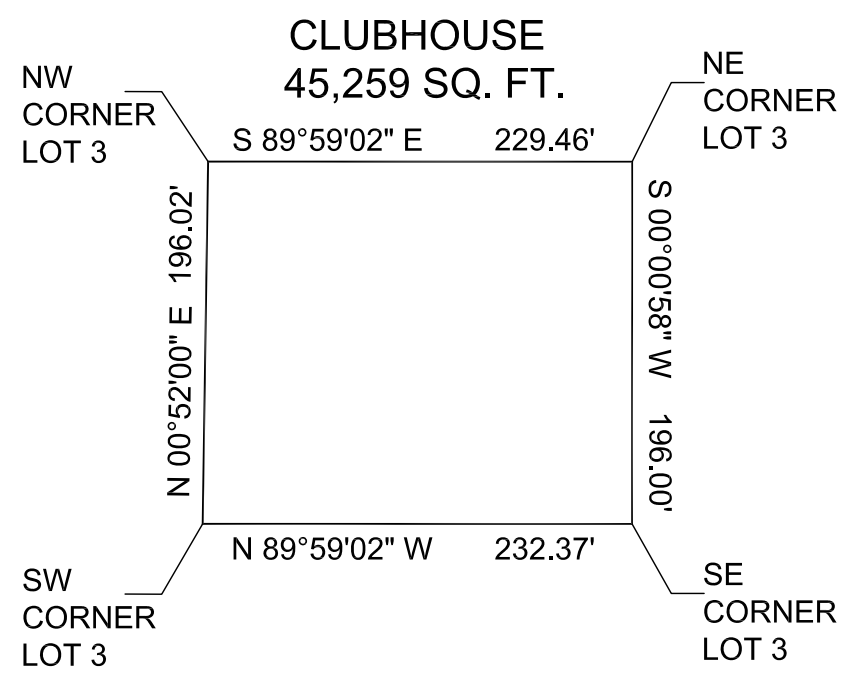
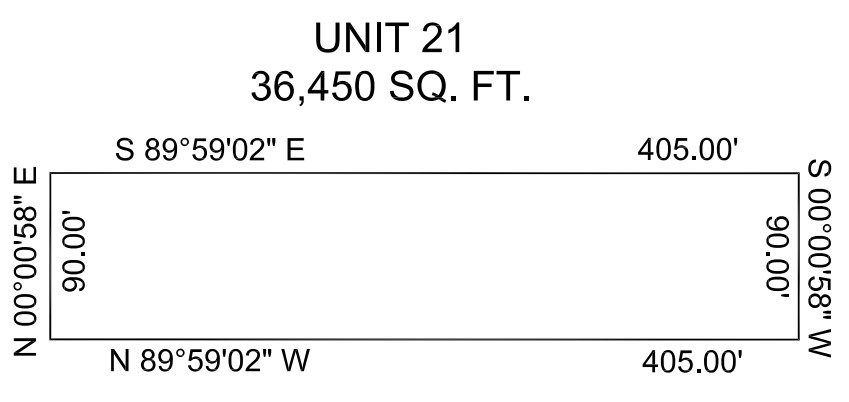
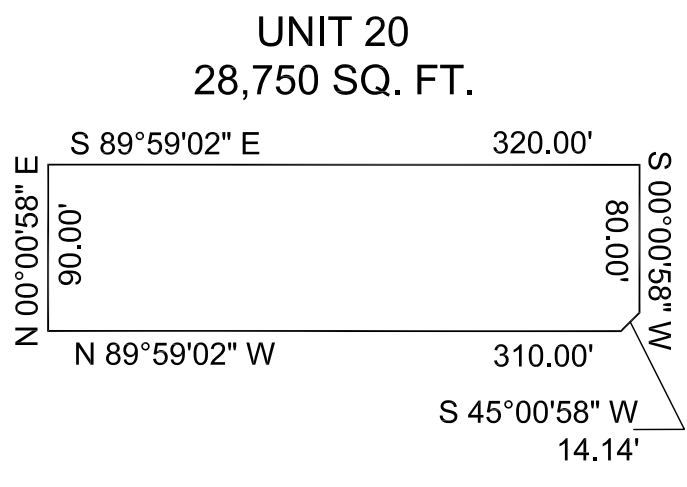
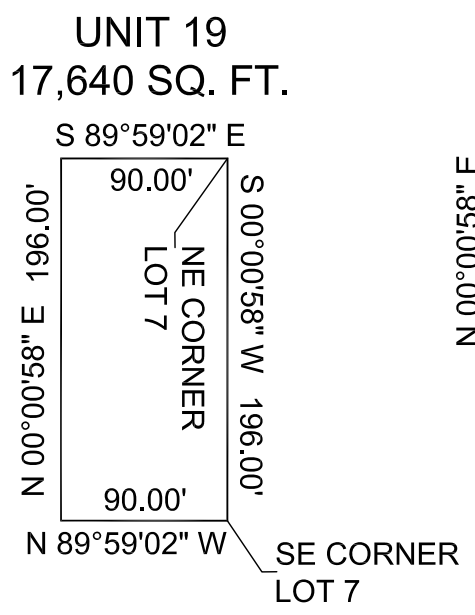
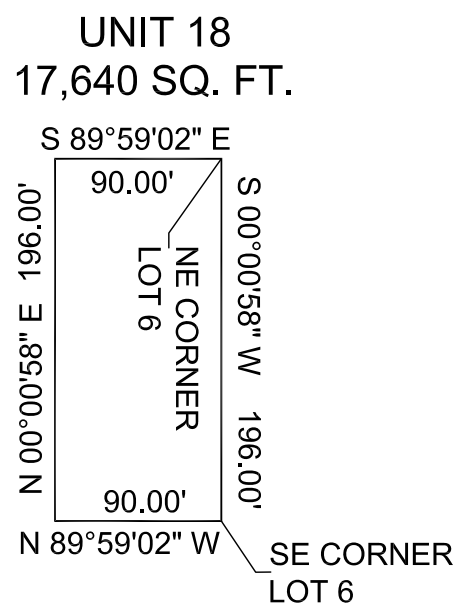
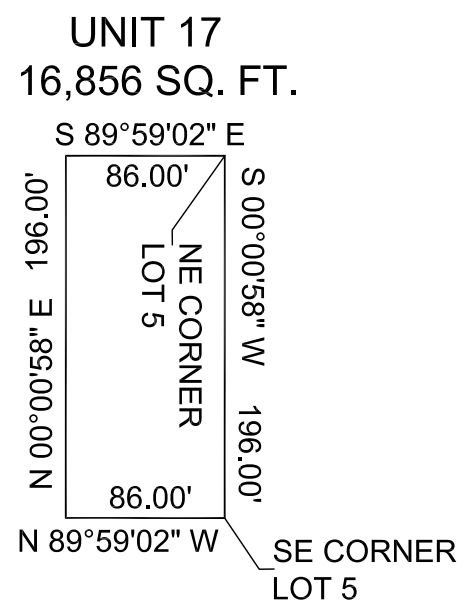
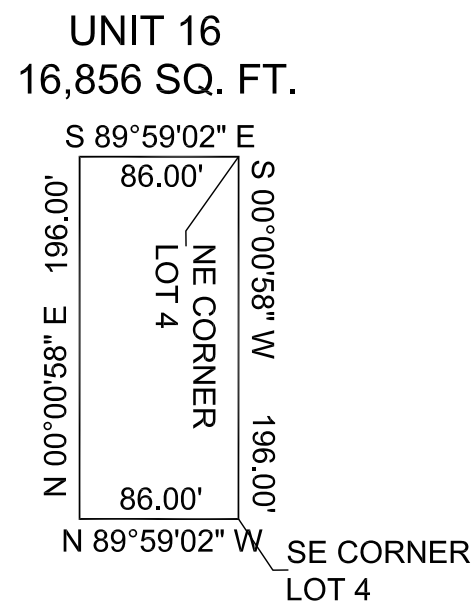
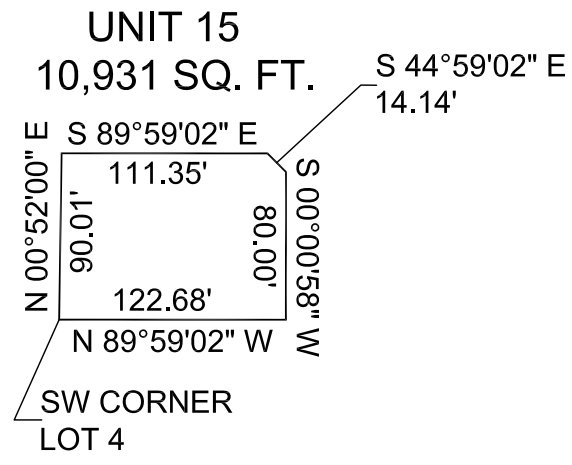
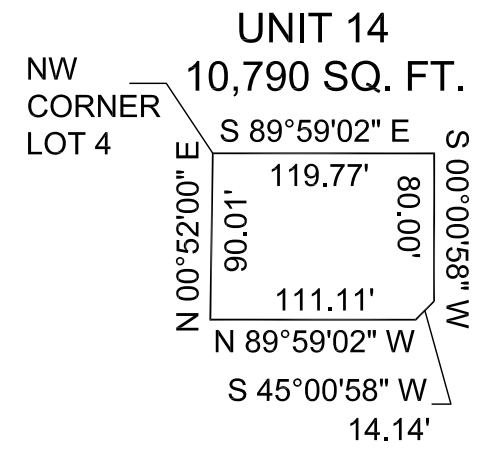
An Expandable Condominium

Lots 1-9, inclusive, and Outlots 1-4, inclusive, of the Plat of Lakeshore Commons, part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

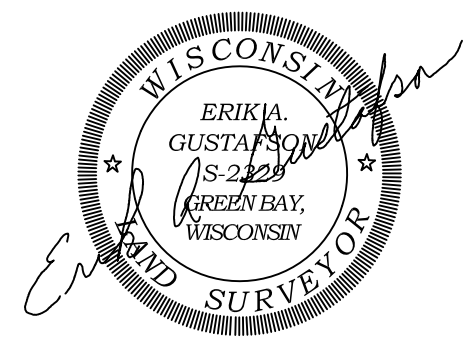


UNIT DETAILS

NORTH REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM SOUTH ZONE, NAD 27. THE WEST LINE OF THE FRACTIONAL SW 1/4 OF SECTION 24-05-22, BEARING N00°52'00"E.



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04-19-2022

Note: The surveyor makes no certification as to the accuracy of the units contained in the plat and the approximate dimensions and floor areas thereof.

226 W. WISCONSIN AVE.
APPLETON, WI 54911
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Lakeshore Commons Master Condominium

An Expandable Condominium

Lots 1-9, inclusive, and Outlots 1-4, inclusive, of the Plat of Lakeshore Commons, part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

TOTAL BOUNDARY:

Lots 1-9, inclusive, and Outlots 1-4, inclusive, of the Plat of Lakeshore Commons, part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin, said part of Lot 1, further described as:

Beginning at the southeast corner of said Lot 1, of Certified Survey Map No. 9355; thence S 89°46'26" W, along the north line of E. Lake Vista Blvd, 781.07'; thence N 29°45'50" W, along said north line, 24.61 feet to the east line of S. Lake Vista Parkway and a point of curvature; thence Northeasterly along the arc of a curve to the left, and along said east line, 690.21 feet, said curve having a radius of 530.00 feet and a chord bearing N 19°41'02" E, 642.46 feet; thence N 17°37'25" W, along said east line, 144.06 feet; thence N 89°46'26" E, 320.20 feet to a point of curvature; thence Southeasterly along the arc of a curve to the right 130.88 feet, said curve having a radius of 499.00 feet and a chord bearing S 20°12'42" E, 130.51 feet; thence S 12°41'51" E, 84.39 feet to a point of curvature; thence Southeasterly along the arc of a curve to the left 413.85 feet, said curve having a radius of 751.00 feet and a chord bearing S 28°29'03" E, 408.63 feet; thence S 44°16'15" E, 114.39 feet to a southeasterly line of said Lot 1, of Certified Survey Map No. 9355; thence S 51°37'44" W, along said southeasterly line, 46.86 feet; thence S 00°52'44" West, along an easterly line of said Lot 1, 86.81 feet to the Point of Beginning.

Said part of the West 1/2 of the Fractional Southwest 1/4 of said Section 24, further described as:

Beginning at the southwest corner of said Lot 1, of Lakeshore Commons; thence S 89°46'26" W, along the north line of E. Lake Vista Blvd., 620.44 feet to the east line of S. 5th Ave.; thence N 47°24'59" W, along said east line, 11.86 feet; thence N 14°34'27" W, along said east line, 69.35 feet; thence N 09°54'46" W, along said east line, 137.13 feet; thence N 08°52'44" W, along said east line, 66.74 feet; thence thence N 00°52'00" E, along said east line, 75.53 feet; thence N 89°32'23" W, 33.00 feet to the west line of said Fractional SW 1/4 of Section 24; thence N 00°52'00" E, along said west line, 1439.03 feet; thence S 32°08'09" E, along the southwesterly line, and the northwesterly extension thereof of said Outlot 1, of Certified Survey Map No. 9355; 265.24 feet to a point of curvature; thence Southeasterly along said southwesterly line, and also along the arc of a curve to the right, 467.81 feet to the southwest corner of said Outlot 1, said curve having a radius of 960.00 feet and a chord bearing S 18°09'35.5" E, 463.20 feet; thence N 89°46'26" E, along the south line of said Outlot 1, 422.18 feet to the southeast corner of said Outlot 1, also being a point on the westerly line of said Lakeshore Commons; thence S 00°52'00" W, along said westerly line, 1125.43 feet to said southwest corner of Lot 1, of Lakeshore Commons and the Point of Beginning.

Containing 2,972,733 square feet / 68.245 acres of land, more or less.

DECLARED AREA:

Lots 1-9, inclusive, and Outlots 1-4, inclusive, of the Plat of Lakeshore Commons, being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

Containing 1,289,628 square feet / 29.606 acres of land, more or less.

EXPANSION AREA:

Part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin, said part of Lot 1, further described as: Beginning at the southeast corner of said Lot 1, of Certified Survey Map No. 9355; thence S 89°46'26" W, along the north line of E. Lake Vista Blvd, 781.07'; thence N 29°45'50" W, along said north line, 24.61 feet to the east line of S. Lake Vista Parkway and a point of curvature; thence Northeasterly along the arc of a curve to the left, and along said east line, 690.21 feet, said curve having a radius of 530.00 feet and a chord bearing N 19°41'02" E, 642.46 feet; thence N 17°37'25" W, along said east line, 144.06 feet; thence N 89°46'26" E, 320.20 feet to a point of curvature; thence Southeasterly along the arc of a curve to the right 130.88 feet, said curve having a radius of 499.00 feet and a chord bearing S 20°12'42" E, 130.51 feet; thence S 12°41'51" E, 84.39 feet to a point of curvature; thence Southeasterly along the arc of a curve to the left 413.85 feet, said curve having a radius of 751.00 feet and a chord bearing S 28°29'03" E, 408.63 feet; thence S 44°16'15" E, 114.39 feet to a southeasterly line of said Lot 1, of Certified Survey Map No. 9355; thence S 51°37'44" W, along said southeasterly line, 46.86 feet; thence S 00°52'44" West, along an easterly line of said Lot 1, 86.81 feet to the Point of Beginning.

Said part of the West 1/2 of the Fractional Southwest 1/4 of said Section 24, further described as:

Beginning at the southwest corner of said Lot 1, of Lakeshore Commons; thence S 89°46'26" W, along the north line of E. Lake Vista Blvd., 620.44 feet to the east line of S. 5th Ave.; thence N 47°24'59" W, along said east line, 11.86 feet; thence N 14°34'27" W, along said east line, 69.35 feet; thence N 09°54'46" W, along said east line, 137.13 feet; thence N 08°52'44" W, along said east line, 66.74 feet; thence thence N 00°52'00" E, along said east line, 75.53 feet; thence N 89°32'23" W, 33.00 feet to the west line of said Fractional SW 1/4 of Section 24; thence N 00°52'00" E, along said west line, 1439.03 feet; thence S 32°08'09" E, along the southwesterly line, and the northwesterly extension thereof of said Outlot 1, of Certified Survey Map No. 9355; 265.24 feet to a point of curvature; thence Southeasterly along said southwesterly line, and also along the arc of a curve to the right, 467.81 feet to the southwest corner of said Outlot 1, said curve having a radius of 960.00 feet and a chord bearing S 18°09'35.5" E, 463.20 feet; thence N 89°46'26" E, along the south line of said Outlot 1, 422.18 feet to the southeast corner of said Outlot 1, also being a point on the westerly line of said Lakeshore Commons; thence S 00°52'00" W, along said westerly line, 1125.43 feet to said southwest corner of Lot 1, of Lakeshore Commons and the Point of Beginning.

Containing 1,683,105 square feet / 38.639 acres of land, more or less.

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
OUTAGAMIE COUNTY) SS

I, Erik A. Gustafson, Professional Land Surveyor, do hereby certify that that by the direction of the Declarant, F Street OCLV, LLC, I have surveyed and mapped the following described lands:

Lots 1-9, inclusive, and Outlots 1-4, inclusive, of the Plat of Lakeshore Commons, part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin

Containing 2,972,733 square feet / 68.245 acres of land, more or less.


I further certify:

That this is a true and correct representation of all of the exterior boundaries of the land surveyed and the condominium described to the best of my knowledge and belief and that this survey complies with Chapter AE-7, of the Wisconsin Administrative Code, and shows the location of any unit or building located or to be located on the property.

That the identification and location of each unit, the limited common elements for each unit, and the condominium common elements can be determined from the plat. The undersigned surveyor makes no certification as to the accuracy of the units contained in the plat and the approximate dimensions and floor areas thereof.

That I have fully complied with the provisions of Chapter 703 of the Wisconsin State Statutes in surveying and mapping the same.

Dated this 19th day of April, 2022.


Erik A. Gustafson S-2329



The Residences and Clubhouse at Lakeshore Commons Condominium, An Expandable Condominium

Units 1-6, and Units 11-21, and the Clubhouse, all being a part of Lakeshore Commons Master Condominium, an Expandable Condominium, as recorded within the Milwaukee County Registry, and part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

(FOR RECORDING INFORMATION)

LEGEND:

- = 1.32" O.D. Iron Pipe Found
- △ = 2.375" O.D. Iron Pipe Found
- = Section Corner
- = Wetlands
- = RIGHT-OF-WAY LINE
- - - = PROPERTY LINE

100 0 100 200
SCALE IN FEET
1" = 200'



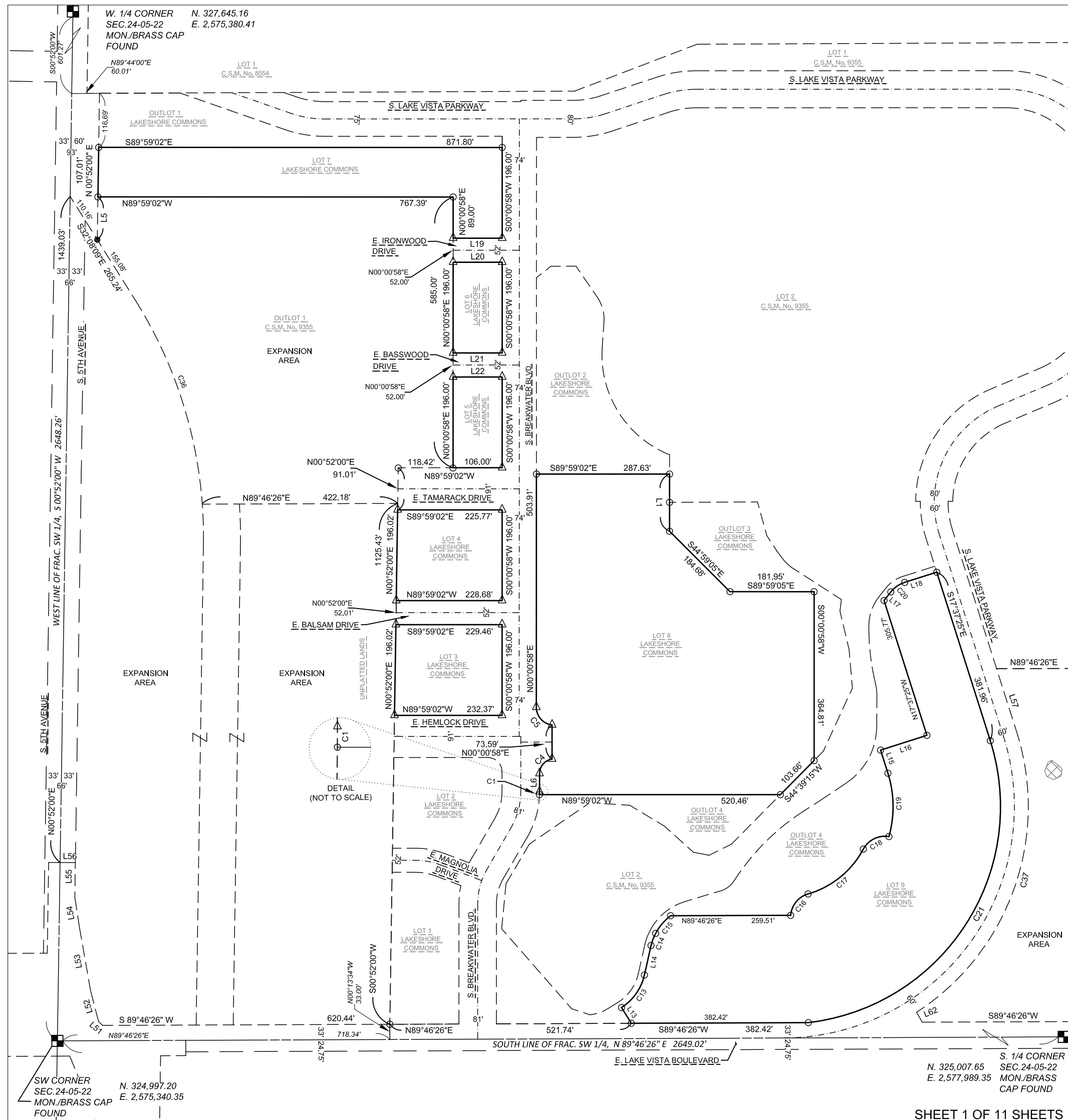
NORTH REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM SOUTH ZONE, NAD 27. THE WEST LINE OF THE FRACTIONAL SW 1/4 OF SECTION 24-05-22, BEARING N00°52'00"E.



NOTE:

- ◆ That portion of Lot 1, of Certified Survey Map No. 9355, shown as Expansion Area, would need to be sub-divided from said Lot 1, prior to the proposed expansion into said Lot 1.

OVERALL BOUNDARY



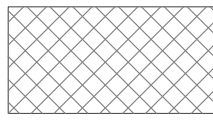
SHEET 1 OF 11 SHEETS

S:\SiteDsgn\Rinka Chung Architects\190575 Lake Vista Final\Survey\DWG\190575_SR_Residences_Condo_2_REV.dwg 4/19/2022 4:26 PM

The Residences and Clubhouse at Lakeshore Commons Condominium, An Expandable Condominium

Units 1-6, and Units 11-21, and the Clubhouse, all being a part of Lakeshore Commons Master Condominium, an Expandable Condominium, as recorded within the Milwaukee County Registry, and part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

LEGEND:

- = 1.32" O.D. Iron Pipe Found
- △ = 2.375" O.D. Iron Pipe Found
- = Section Corner
-  = Wetlands
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100 0 100 200
SCALE IN FEET
1" = 200'



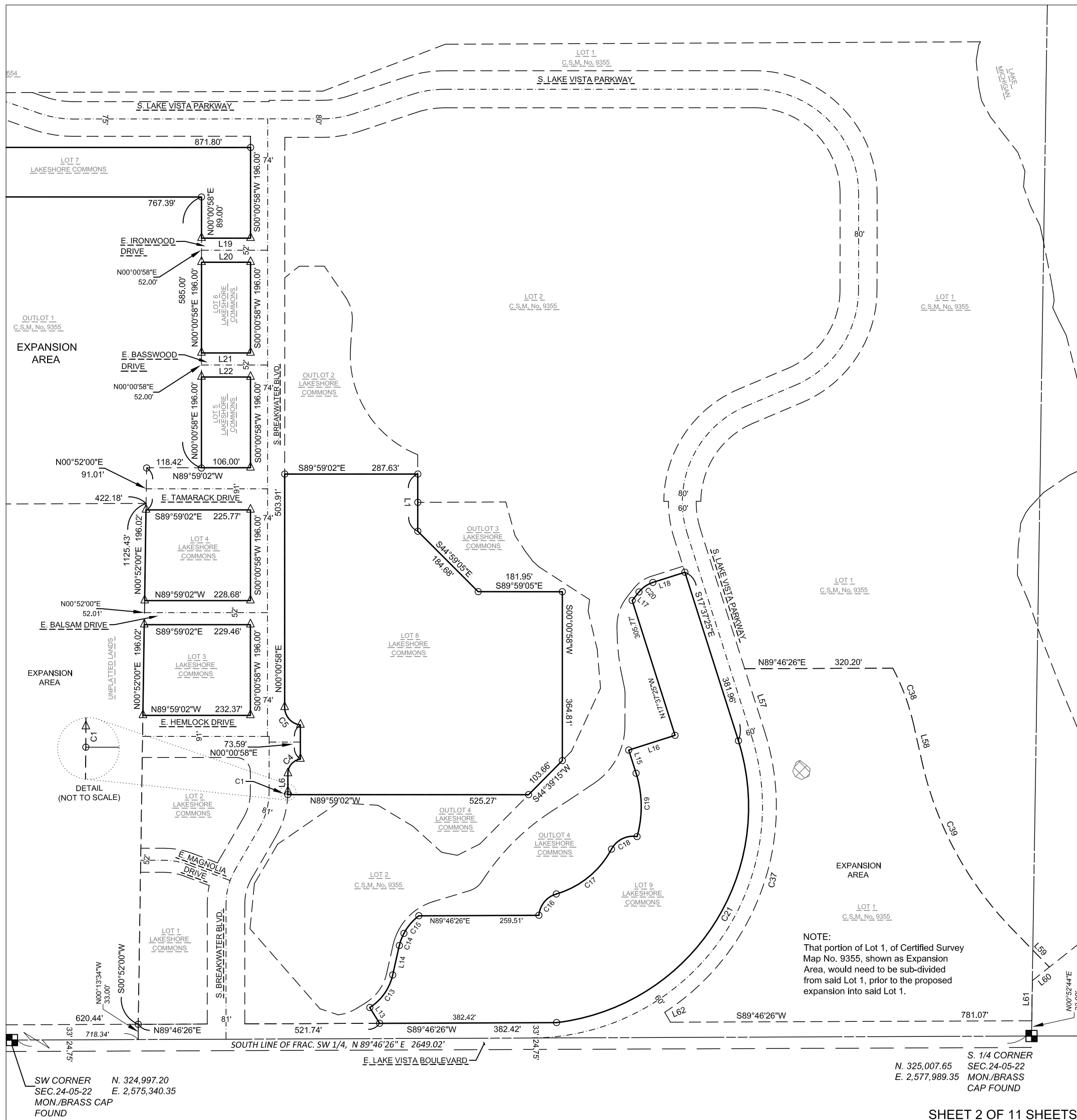
NORTH REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM SOUTH ZONE, NAD 27, THE WEST LINE OF THE FRACTIONAL SW 1/4 OF SECTION 24-05-22, BEARING N00°52'00"E.



NOTE:

- ◆ That portion of Lot 1, of Certified Survey Map No. 9355, shown as Expansion Area, would need to be sub-divided from said Lot 1, prior to the proposed expansion into said Lot 1.

OVERALL BOUNDARY



NOTE:
That portion of Lot 1, of Certified Survey Map No. 9355, shown as Expansion Area, would need to be sub-divided from said Lot 1, prior to the proposed expansion into said Lot 1.

SW CORNER N. 324,997.20
SEC. 24-05-22 E. 2,575,340.35
MON./BRASS CAP
FOUND

S. 1/4 CORNER
N. 325,007.65
SEC. 24-05-22
E. 2,577,989.35
MON./BRASS
CAP FOUND

SHEET 2 OF 11 SHEETS

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226 W. WISCONSIN AVE.
APPLETON, WI 54911
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The Residences and Clubhouse at Lakeshore Commons Condominium, An Expandable Condominium

SHEET 3 OF 11 SHEETS

Units 1-6, and Units 11-21, and the Clubhouse, all being a part of of Lakeshore Commons Master Condominium, an Expandable Condominium, as recorded within the Milwaukee County Registry, and part of Lot 1, and all of Oulot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

CURVE CHART

C1 CURVE DATA R = 194.00' L = 6.07' Δ = 01°47'38" CH. B. = N00°54'47"E CH. = 6.07'	C4 CURVE DATA R = 31.58' L = 45.09' Δ = 81°48'28" CH. B. = N40°55'12"E CH. = 41.36'	C5 CURVE DATA R = 38.58' L = 56.09' Δ = 83°18'06" CH. B. = N41°38'05"W CH. = 51.28'	C13 CURVE DATA R = 112.50' L = 88.23' Δ = 44°56'05" CH. B. = N35°09'05.5"E CH. = 85.99'	C14 CURVE DATA R = 99.50' L = 28.15' Δ = 16°12'44" CH. B. = N20°47'25"E CH. = 28.06'	C15 CURVE DATA R = 111.78' L = 50.19' Δ = 25°43'35" CH. B. = N40°13'46.5"E CH. = 49.77'	C16 CURVE DATA R = 52.50' L = 63.41' Δ = 69°12'03" CH. B. = N39°18'37.5"E CH. = 59.62'
C17 CURVE DATA R = 196.50' L = 157.79' Δ = 46°00'27" CH. B. = N50°54'25.5"E CH. = 153.58'	C18 CURVE DATA R = 52.50' L = 65.90' Δ = 71°55'18" CH. B. = N63°51'51"E CH. = 61.66'	C19 CURVE DATA R = 238.00' L = 138.83' Δ = 33°25'20" CH. B. = N00°54'45"W CH. = 136.87'	C20 CURVE DATA R = 62.50' L = 37.03' Δ = 33°56'37" CH. B. = N55°24'39.5"E CH. = 36.49'	C21 CURVE DATA R = 470.00' L = 827.86' Δ = 100°55'14" CH. B. = S32°50'12"W CH. = 724.91'	C36 CURVE DATA R = 960.00' L = 467.81' Δ = 27°55'13" CH. B. = S18°09'35.5"E CH. = 463.20'	C37 CURVE DATA R = 530.00' L = 690.21' Δ = 74°36'54" CH. B. = N19°41'02"E CH. = 642.46'
C38 CURVE DATA R = 499.00' L = 130.88' Δ = 15°01'42" CH. B. = S20°12'42"E CH. = 130.51'	C39 CURVE DATA R = 751.00' L = 413.85' Δ = 31°34'24" CH. B. = S28°29'03"E CH. = 408.63'					

LINE TABLE

L1 = S 00°00'10" W, 123.42'	L20 = S 89°59'02" E, 106.00'	L58 = S 12°41'51" E, 84.39'
L5 = N 00°52'00" E, 92.45'	L21 = N 89°59'02" W, 106.00'	L59 = S 44°16'15" E, 114.39'
L6 = N 00°00'58" E, 39.42'	L22 = S 89°59'02" E, 106.00'	L60 = S 51°37'44" W, 46.86'
L13 = N 31°54'57" W, 40.13'	L51 = N 47°24'59" W, 11.86'	L61 = S 00°52'44" W, 86.81'
L14 = N 12°41'03" E, 65.33'	L52 = N 14°34'27" W, 69.35'	L62 = N 29°45'50" W, 24.61'
L15 = N 17°37'25" W, 52.46'	L53 = N 09°54'46" W, 137.13'	
L16 = N 72°22'35" E, 105.00'	L54 = N 08°52'44" W, 66.74'	
L17 = N 38°26'21" E, 23.44'	L55 = N 00°52'00" E, 75.53'	
L18 = N 72°22'58" E, 72.65'	L56 = N 89°32'23" W, 33.00'	
L19 = N 89°59'02" W, 106.00'	L57 = N 17°37'25" W, 144.06'	

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The Residences and Clubhouse at Lakeshore Commons Condominium, An Expandable Condominium

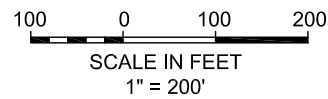
Units 1-6, and Units 11-21, and the Clubhouse, all being a part of of Lakeshore Commons Master Condominium, an Expandable Condominium, as recorded within the Milwaukee County Registry, and part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

NOTES:

- ◆ All areas within the condominium boundary are Common Element (C.E.) unless depicted as "Unit" or "L.C.E." Private roads and alleys, as shown, are C.E.
- ◆ Limited Common Elements are depicted, to the extent possible, on this plat as "L.C.E."
- ◆ The Common Elements and Limited Common Elements are further defined within the Declaration of Condominium at The Residences and Clubhouse at Lakeshore Commons Condominium, recorded simultaneously with this plat.
- ◆ That portion of Lot 1, of Certified Survey Map No. 9355, shown as Expansion Area, would need to be sub-divided from said Lot 1, prior to the proposed expansion into said Lot 1.
- ◆ See Sheets 6-10, for unit dimensions and areas.
- ◆ All of the units are building pad boundaries
- ◆ The Clubhouse is the entirety of Lot 3.
- ◆ Field work completed on November 30, 2020.
- ◆ Public Utility Easements shown hereon are per the Lakeshore Common Subdivision Plat.

LEGEND:

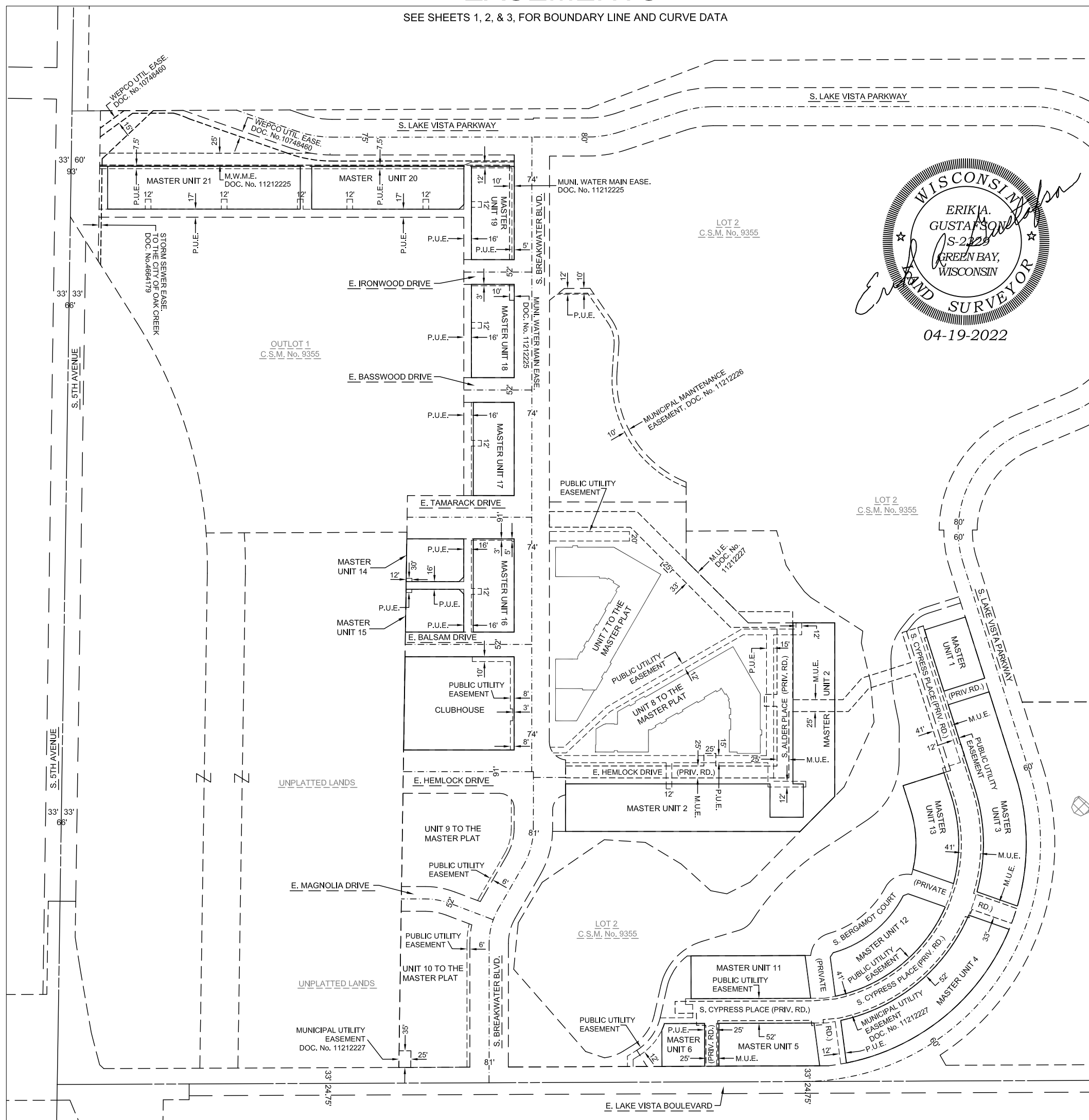
- M.W.M.E. = Municipal Water Main Easement
- P.U.E. = Public Utility Easement
- M.U.E. = Municipal Utility Easement
- = RIGHT-OF-WAY LINE
- = PROPERTY LINE
- [Cross-hatched box] = Wetlands



NORTH REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM SOUTH ZONE, NAD 83, THE WEST LINE OF THE FRACTIONAL SW 1/4 OF SECTION 24-05-22, BEARING N00°52'00\"/>



EASEMENTS



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The Residences and Clubhouse at Lakeshore Commons Condominium, An Expandable Condominium

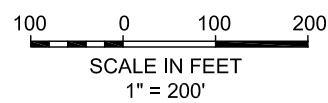
Units 1-6, and Units 11-21, and the Clubhouse, all being a part of of Lakeshore Commons Master Condominium, an Expandable Condominium, as recorded within the Milwaukee County Registry, and part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

NOTES:

- ◆ All areas within the condominium boundary are Common Element (C.E.) unless depicted as "Unit" or "L.C.E." Private roads and alleys, as shown, are C.E.
- ◆ Limited Common Elements are depicted, to the extent possible, on this plat as "L.C.E."
- ◆ The Common Elements and Limited Common Elements are further defined within the Declaration of Condominium at The Residences and Clubhouse at Lakeshore Commons Condominium, recorded simultaneously with this plat.
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LEGEND:

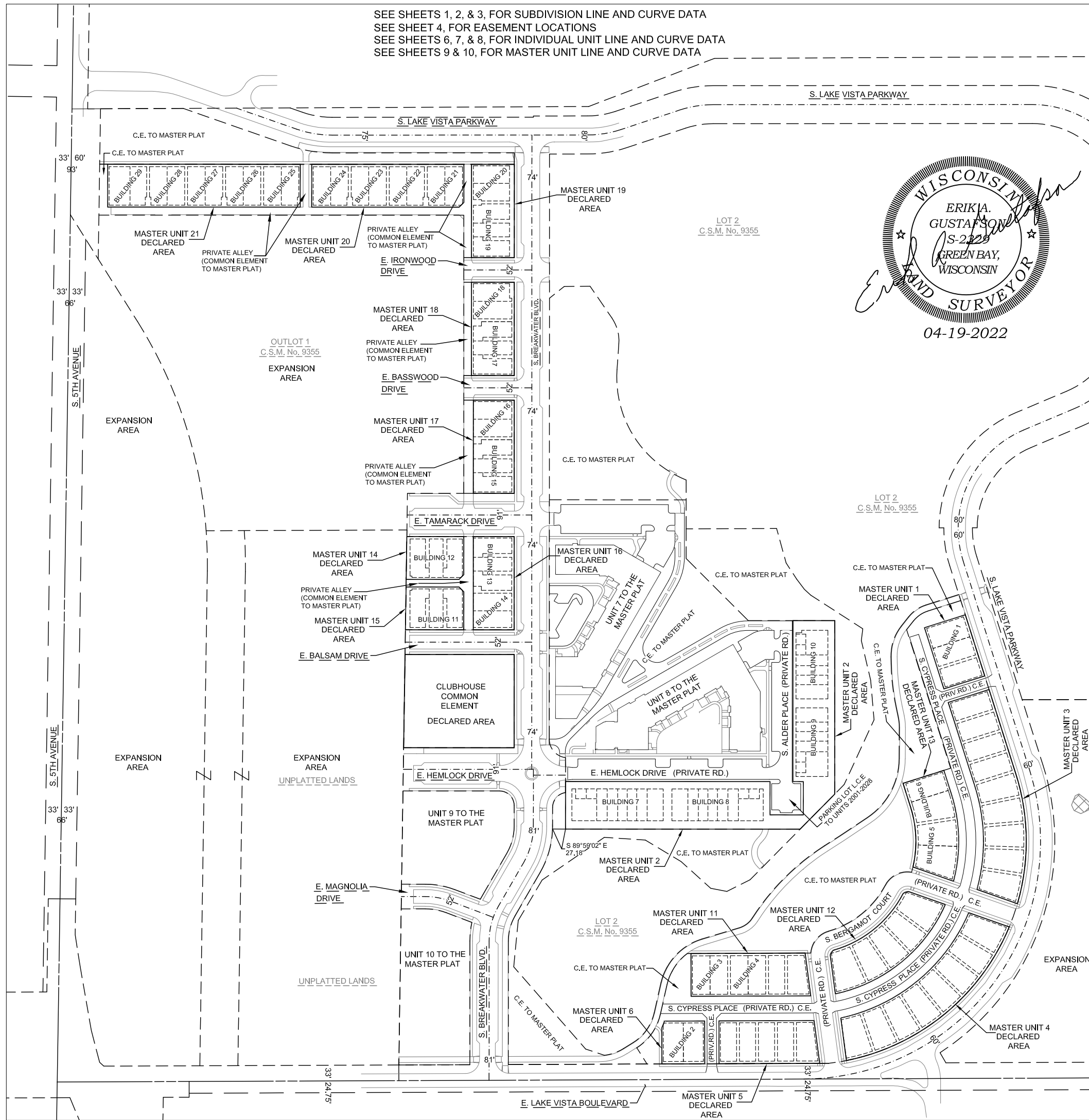
- C.E. = Common Element
- L.C.E. = Limited Common Element
- = RIGHT-OF-WAY LINE
- = PROPERTY LINE
- [Cross-hatched box] = Wetlands



NORTH REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM SOUTH ZONE, NAD 83. THE WEST LINE OF THE FRACTIONAL SW 1/4 OF SECTION 24-05-22, BEARING N00°52'00"E.

SCALE: 1"=200'

CONDOMINIUM MASTER UNITS LAYOUT



S:_SiteDsgn\Rinka Chung Architects\190575 Lake Vista Final\Survey\DWG\190575_SR_Residences_Condo_2_Boundary.dwg 4/20/2022 12:29 PM

The Residences and Clubhouse at Lakeshore Commons Condominium, An Expandable Condominium

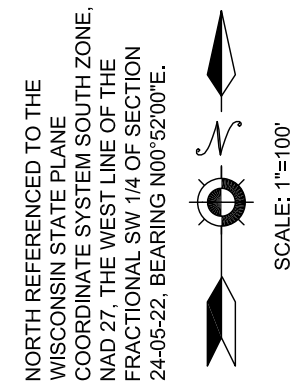
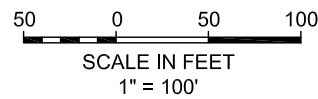
Units 1-6, and Units 11-21, and the Clubhouse, all being a part of of Lakeshore Commons Master Condominium, an Expandable Condominium, as recorded within the Milwaukee County Registry, and part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

NOTES:

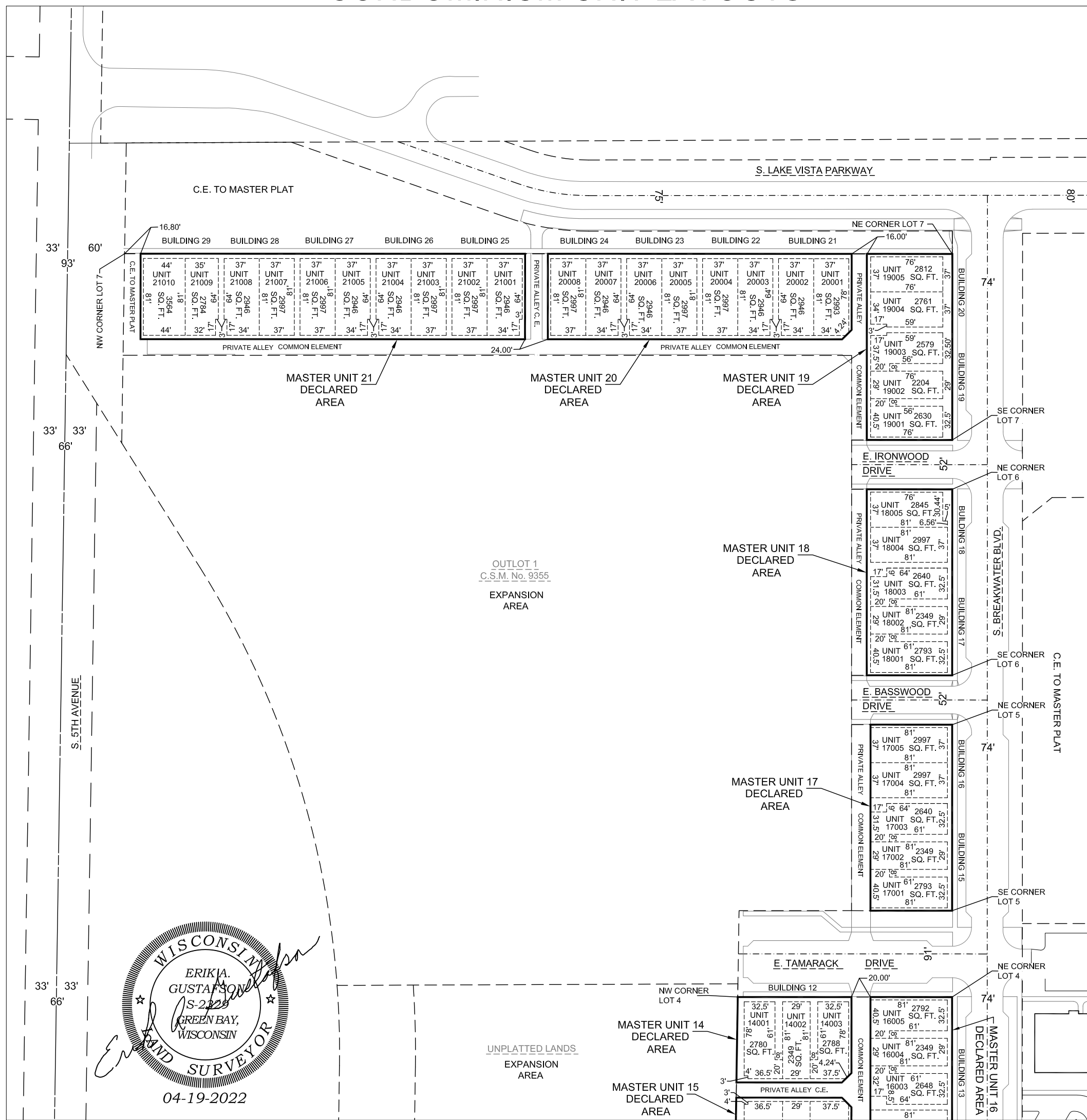
- ◆ All areas within the condominium boundary are Common Element (C.E.) unless depicted as "Unit" or "L.C.E." Private roads and alleys, as shown, are C.E.
- ◆ Limited Common Elements are depicted, to the extent possible, on this plat as "L.C.E."
- ◆ The Common Elements and Limited Common Elements are further defined within the Declaration of Condominium at The Residences and Clubhouse at Lakeshore Commons Condominium, recorded simultaneously with this plat.
- ◆ That portion of Lot 1, of Certified Survey Map No. 9355, shown as Expansion Area, would need to be sub-divided from said Lot 1, prior to the proposed expansion into said Lot 1.
- ◆ All of the units are building pad boundaries
- ◆ The Clubhouse is the entirety of Lot 3.
- ◆ Field work completed on November 30, 2020.

LEGEND:

- C.E. = Common Element
- L.C.E. = Limited Common Element
- = RIGHT-OF-WAY LINE
- - - = PROPERTY LINE
- [Cross-hatched box] = Wetlands



CONDOMINIUM UNIT LAYOUTS



S:_SiteDsgn\Rinka Chung Architects\190575 Lake Vista Final\Survey\DWG\190575_SR_Residences_Condo_2_Boundary.dwg 4/20/2022 12:31 PM

The Residences and Clubhouse at Lakeshore Commons Condominium, An Expandable Condominium

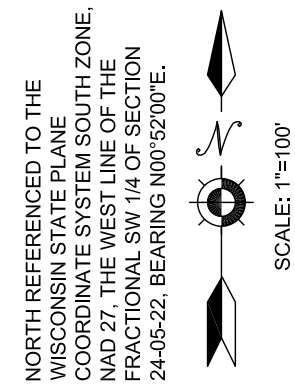
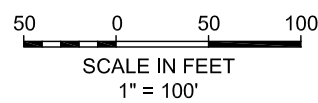
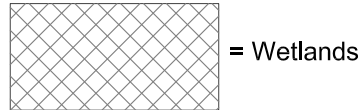
Units 1-6, and Units 11-21, and the Clubhouse, all being a part of of Lakeshore Commons Master Condominium, an Expandable Condominium, as recorded within the Milwaukee County Registry, and part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

NOTES:

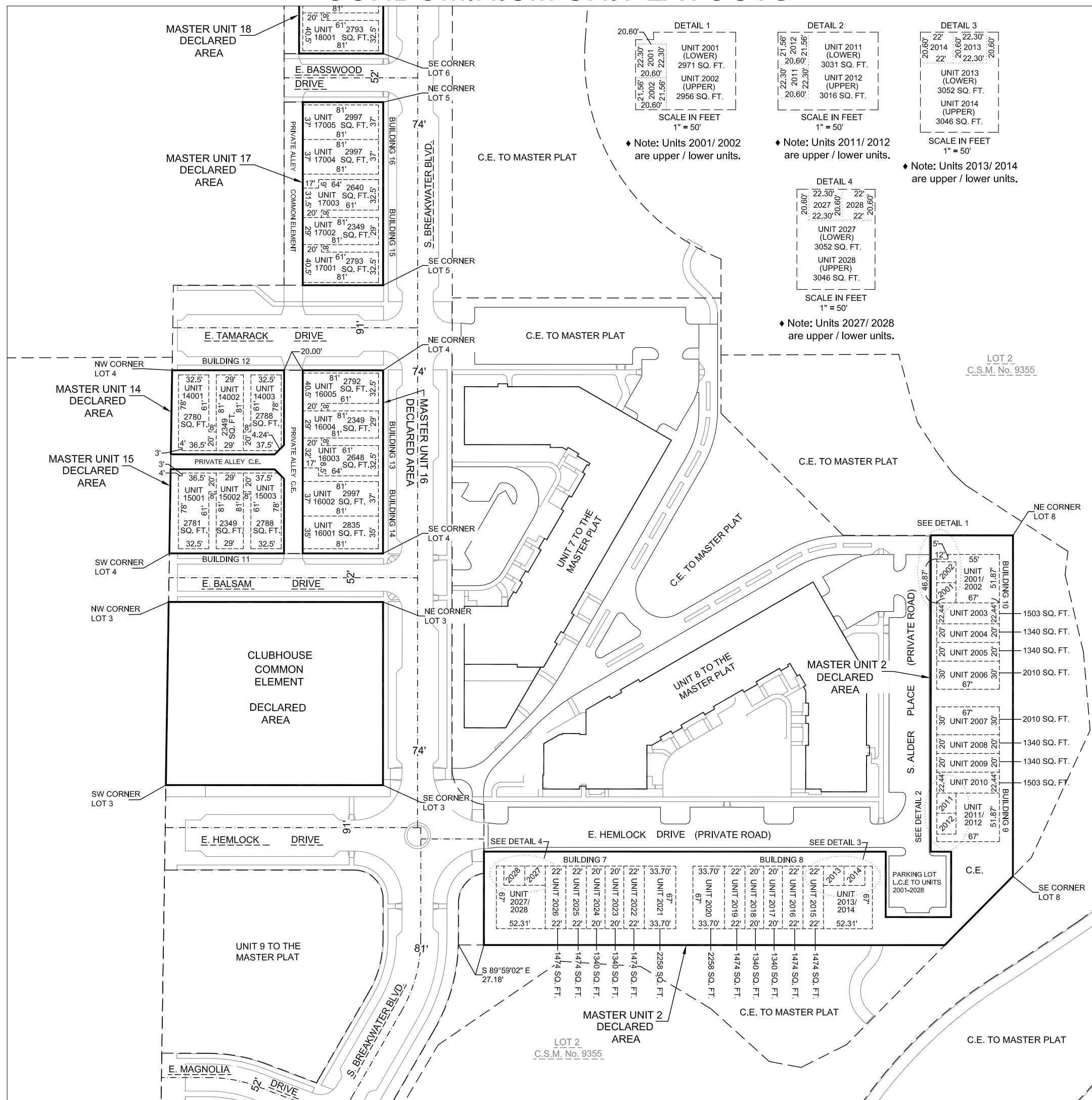
- ◆ All areas within the condominium boundary are Common Element (C.E.) unless depicted as "Unit" or "L.C.E." Private roads and alleys, as shown, are C.E.
- ◆ Limited Common Elements are depicted, to the extent possible, on this plat as "L.C.E."
- ◆ The Common Elements and Limited Common Elements are further defined within the Declaration of Condominium at The Residences and Clubhouse at Lakeshore Commons Condominium, recorded simultaneously with this plat.
- ◆ That portion of Lot 1, of Certified Survey Map No. 9355, shown as Expansion Area, would need to be sub-divided from said Lot 1, prior to the proposed expansion into said Lot 1.
- ◆ All of the units are building pad boundaries
- ◆ The Clubhouse is the entirety of Lot 3.
- ◆ Field work completed on November 30, 2020.

LEGEND:

- C.E. = Common Element
- L.C.E. = Limited Common Element
- = RIGHT-OF-WAY LINE
- - - - = PROPERTY LINE



CONDOMINIUM UNIT LAYOUTS



S:_SiteDsgn\Rinka Chung Architects\190575 Lake Vista Final\Survey\DWG\190575_SR_Residences_Condo_2_Boundary.dwg 4/20/2022 12:33 PM

The Residences and Clubhouse at Lakeshore Commons Condominium, An Expandable Condominium

Units 1-6, and Units 11-21, and the Clubhouse, all being a part of of Lakeshore Commons Master Condominium, an Expandable Condominium, as recorded within the Milwaukee County Registry, and part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

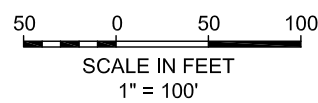
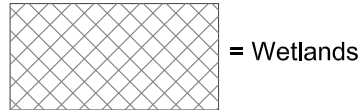
NOTES:

- ◆ All areas within the condominium boundary are Common Element (C.E.) unless depicted as "Unit" or "L.C.E." Private roads and alleys, as shown, are C.E.
- ◆ Limited Common Elements are depicted, to the extent possible, on this plat as "L.C.E.".
- ◆ The Common Elements and Limited Common Elements are further defined within the Declaration of Condominium at The Residences and Clubhouse at Lakeshore Commons Condominium, recorded simultaneously with this plat.
- ◆ That portion of Lot 1, of Certified Survey Map No. 9355, shown as Expansion Area, would need to be sub-divided from said Lot 1, prior to the proposed expansion into said Lot 1.
- ◆ All of the units are building pad boundaries
- ◆ The Clubhouse is the entirety of Lot 3.
- ◆ Field work completed on November 30, 2020.

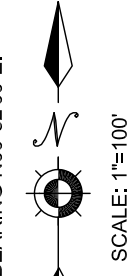


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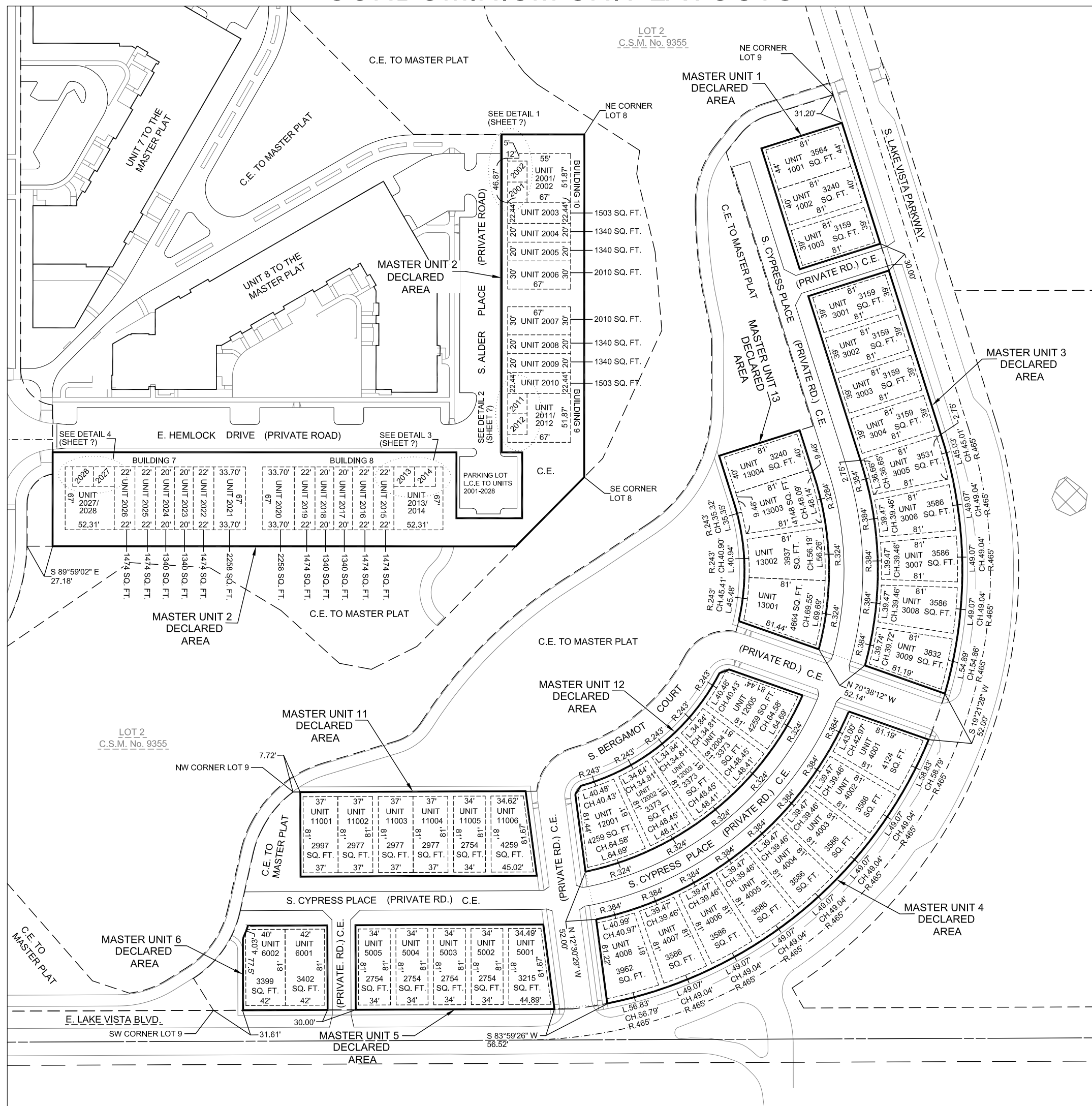
- C.E. = Common Element
- L.C.E. = Limited Common Element
- = RIGHT-OF-WAY LINE
- - - = PROPERTY LINE



NORTH REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM SOUTH ZONE, NAD 83. THE WEST LINE OF THE FRACTIONAL SW 1/4 OF SECTION 24-05-22, BEARING N00°52'00"E.



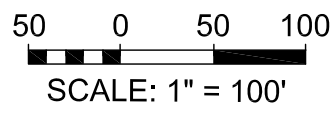
CONDOMINIUM UNIT LAYOUTS



S:_SiteDsgn\Rinka Chung Architects\190575 Lake Vista Final\Survey\DWG\190575_SR_Residences_Condo_2_Boundary.dwg 4/20/2022 12:34 PM

The Residences and Clubhouse at Lakeshore Commons Condominium, An Expandable Condominium

Units 1-6, and Units 11-21, and the Clubhouse, all being a part of of Lakeshore Commons Master Condominium, an Expandable Condominium, as recorded within the Milwaukee County Registry, and part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

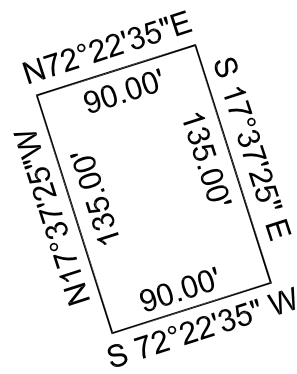


NORTH REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM SOUTH ZONE. MAD 27. THE WEST LINE OF THE FRACTIONAL SW 1/4 OF SECTION 24-05-22. BEARING N00°52'00\"/>

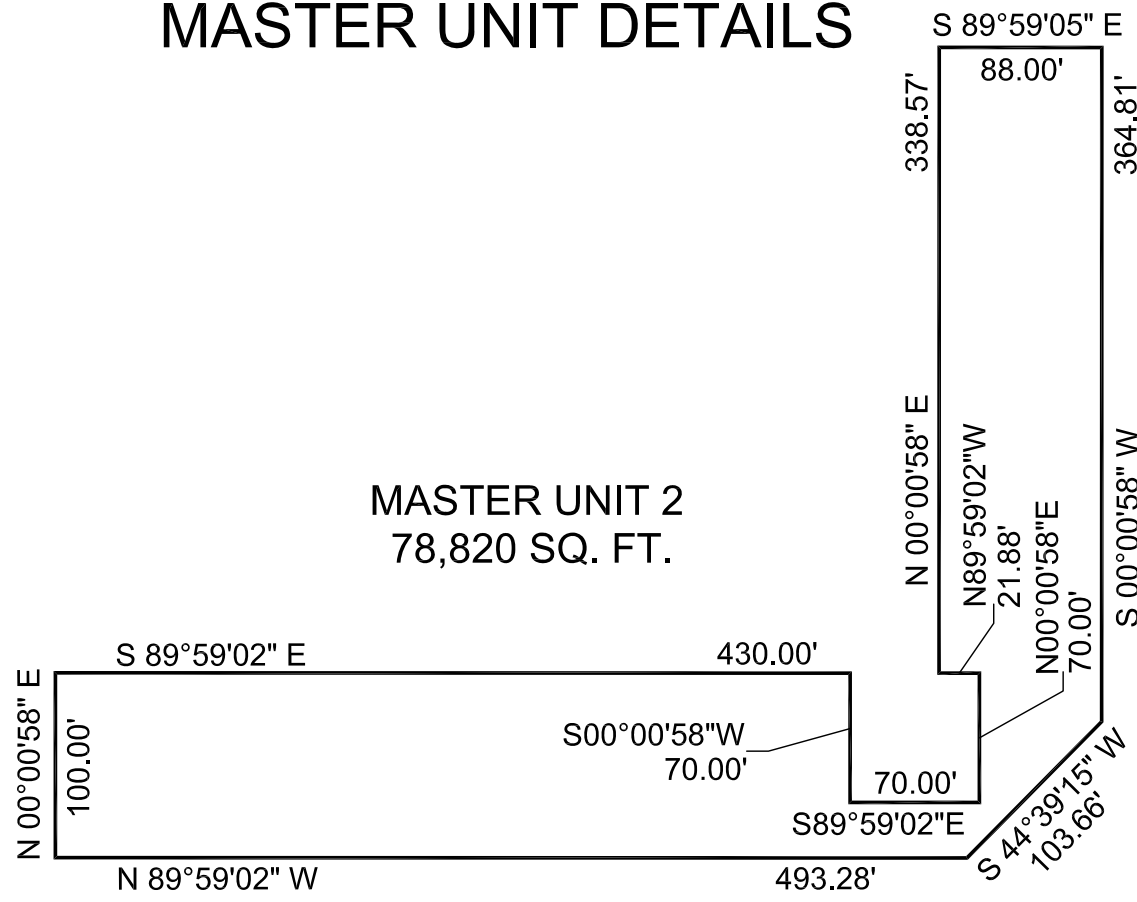


MASTER UNIT DETAILS

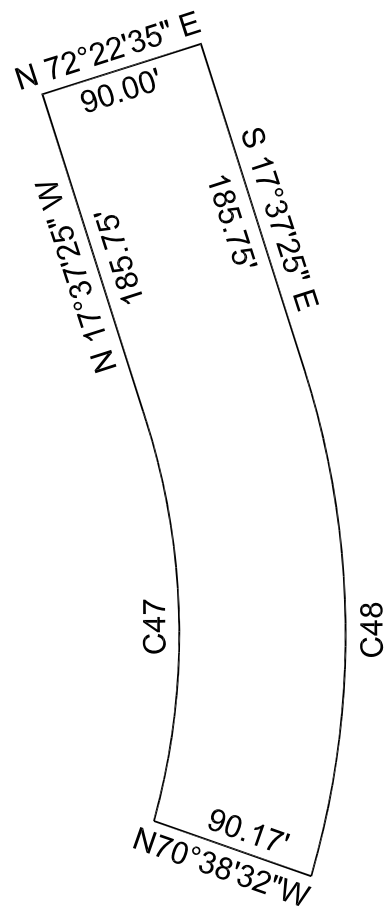
MASTER UNIT 1
12,150 SQ. FT.



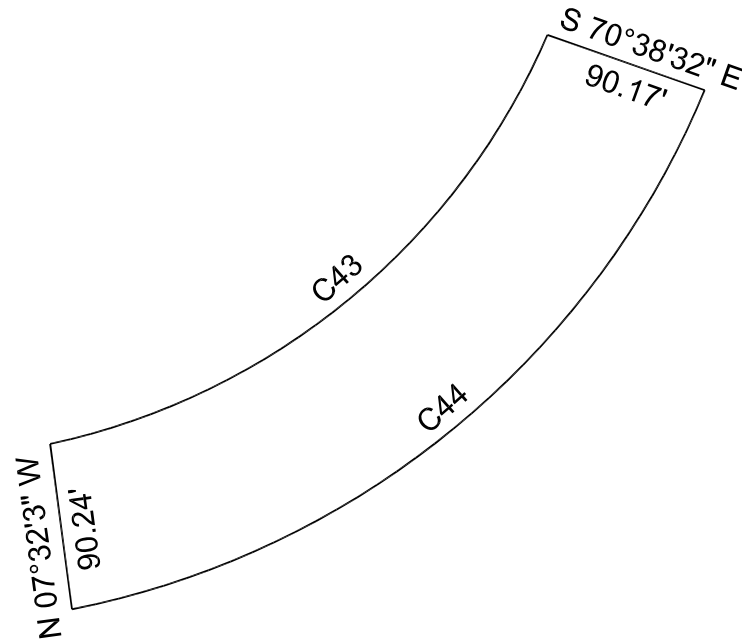
MASTER UNIT 2
78,820 SQ. FT.



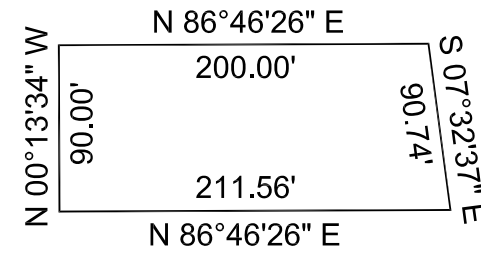
MASTER UNIT 3
39,064 SQ. FT.



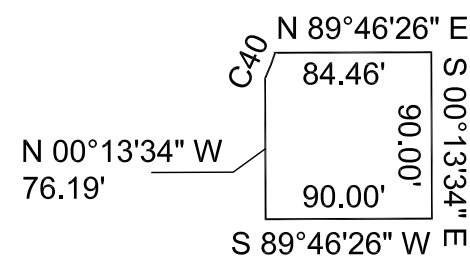
MASTER UNIT 4
37,035 SQ. FT.



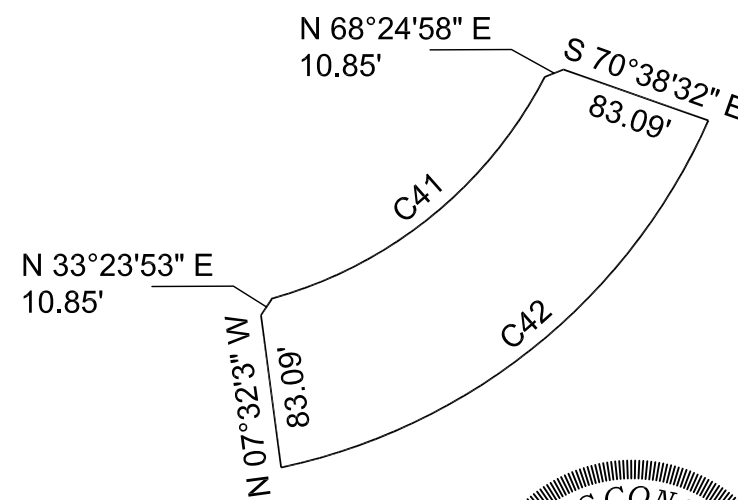
MASTER UNIT 5
18,520 SQ. FT.



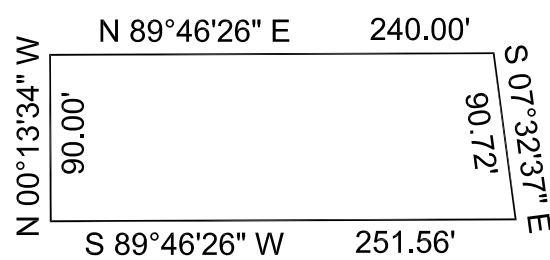
MASTER UNIT 6
8,059 SQ. FT.



MASTER UNIT 12
23,311 SQ. FT.



MASTER UNIT 11
22,118 SQ. FT.



C40 CURVE DATA

R = 124.50'
L = 14.89'
Δ = 06°51'04"
CH. B. = N21°38'39"E
CH. = 14.88'

C41 CURVE DATA

R = 238.50'
L = 195.67'
Δ = 47°06'18"
CH. B. = N50°54'25"E
CH. = 190.20'

C42 CURVE DATA

R = 328.00'
L = 309.16'
Δ = 54°00'20"
CH. B. = S50°54'25"W
CH. = 297.85'

C43 CURVE DATA

R = 380.00'
L = 361.93'
Δ = 54°34'18"
CH. B. = N50°34'01"E
CH. = 348.41'

C44 CURVE DATA

R = 470.00'
L = 461.07'
Δ = 56°12'24"
CH. B. = N50°37'56"E
CH. = 442.80'

C47 CURVE DATA

R = 380.00'
L = 219.25'
Δ = 33°03'29"
CH. B. = N01°05'40"W
CH. = 216.22'

C48 CURVE DATA

R = 470.00'
L = 277.35'
Δ = 33°48'36"
CH. B. = S00°43'07"E
CH. = 273.34'



04-19-2022

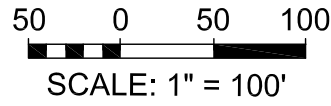
Note: The surveyor makes no certification as to the accuracy of the units contained in the plat and the approximate dimensions and floor areas thereof.

kapur 226 W. WISCONSIN AVE.
APPLETON, WI 54911
kapurinc.com

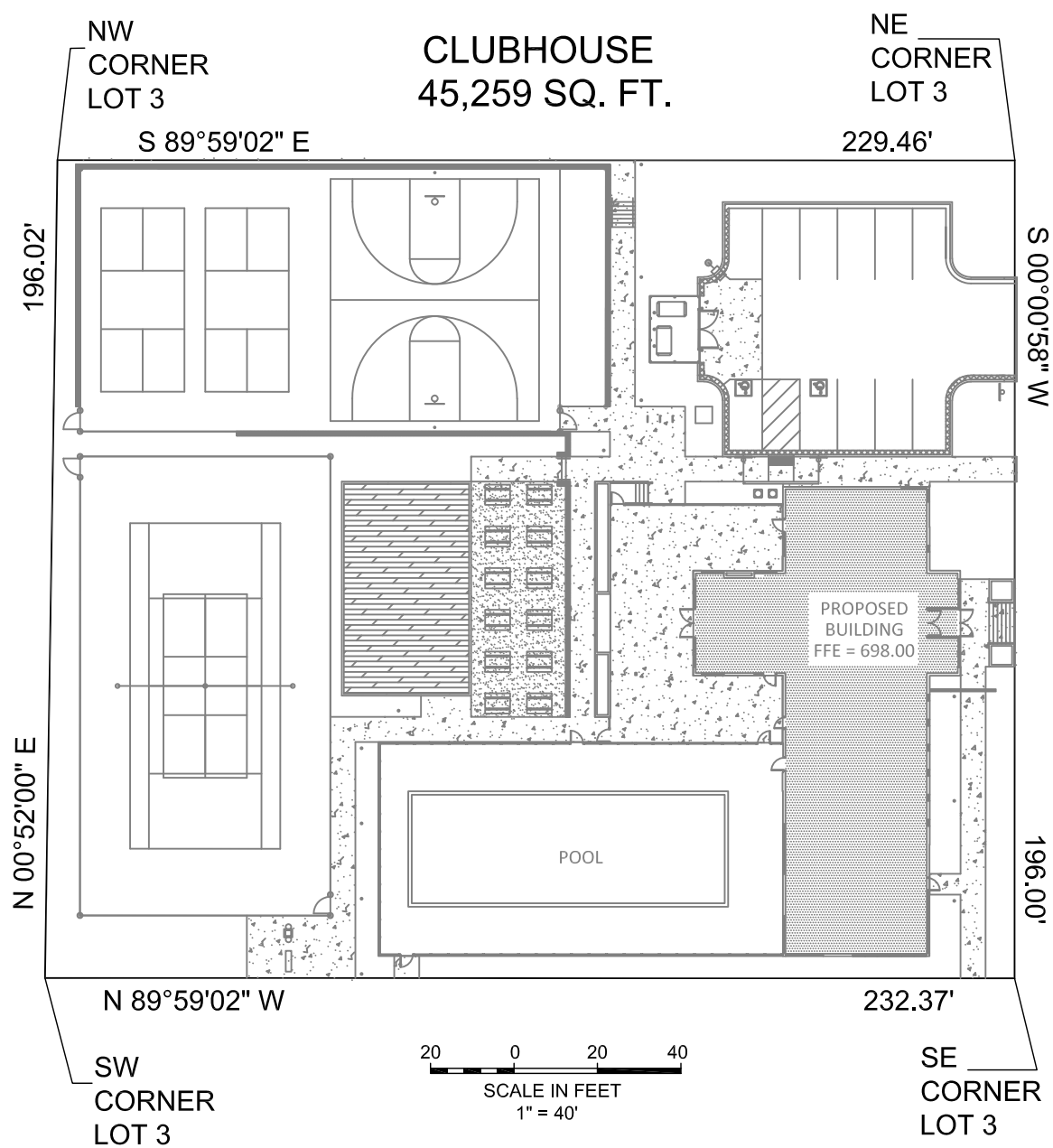
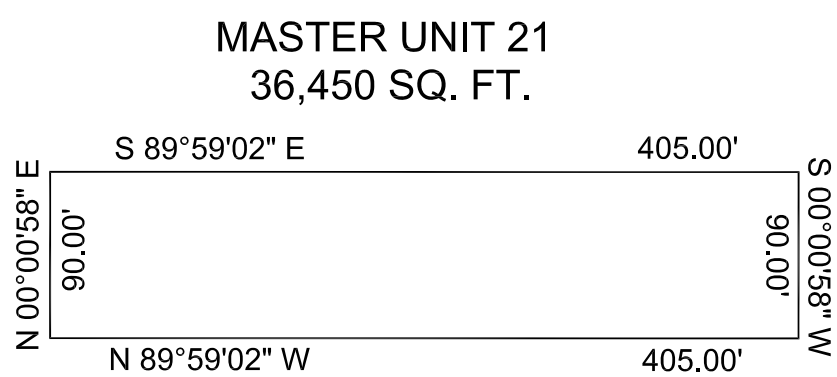
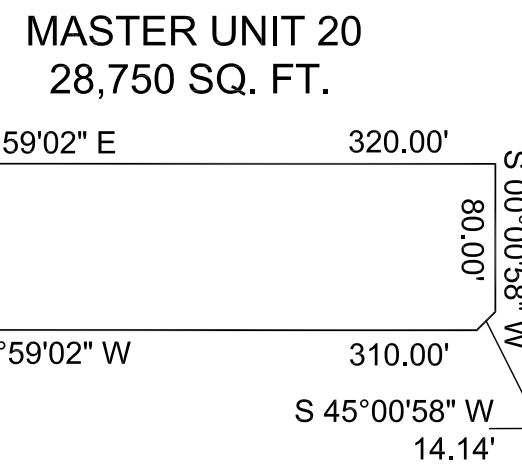
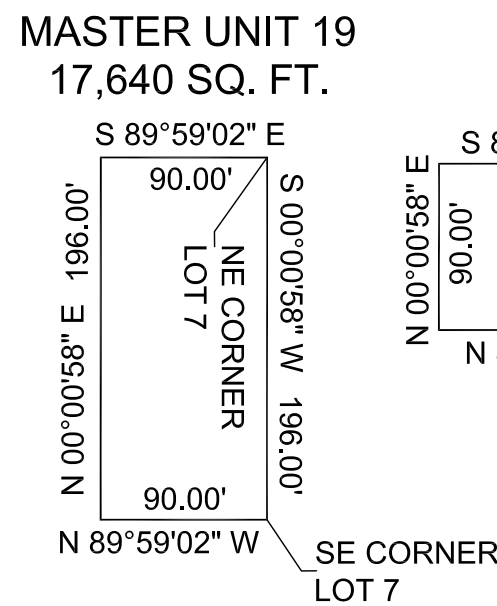
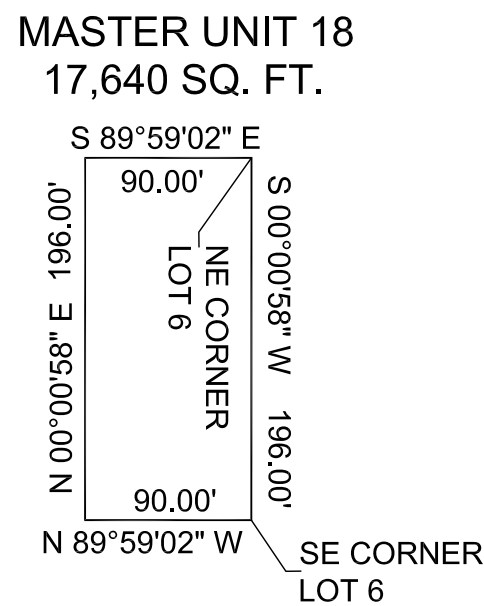
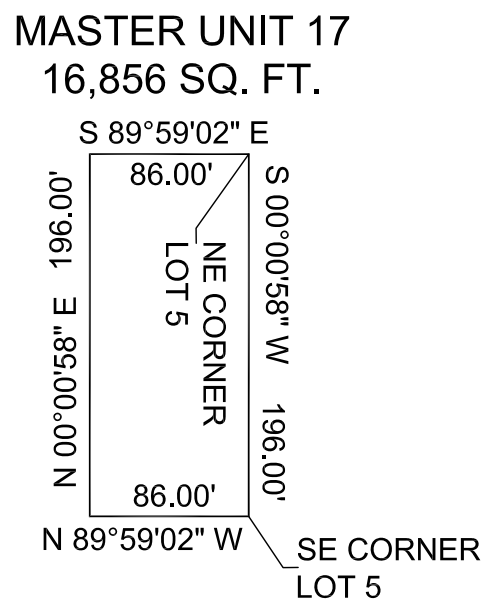
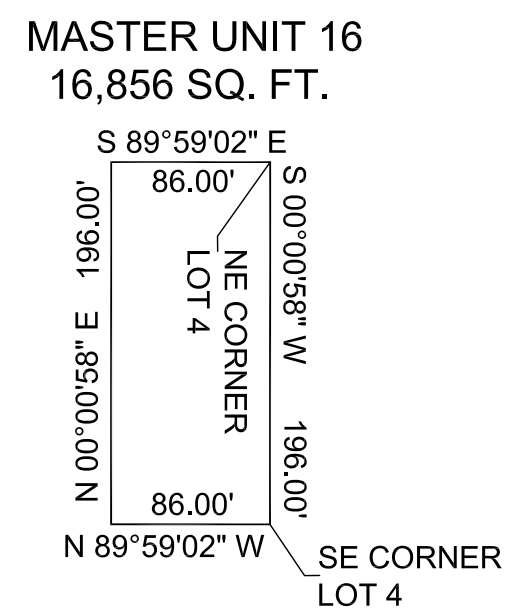
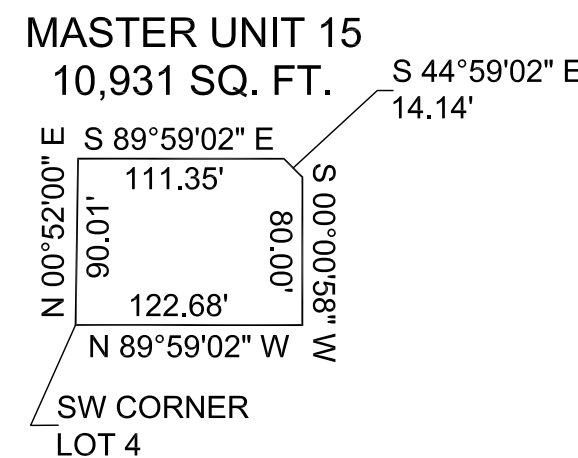
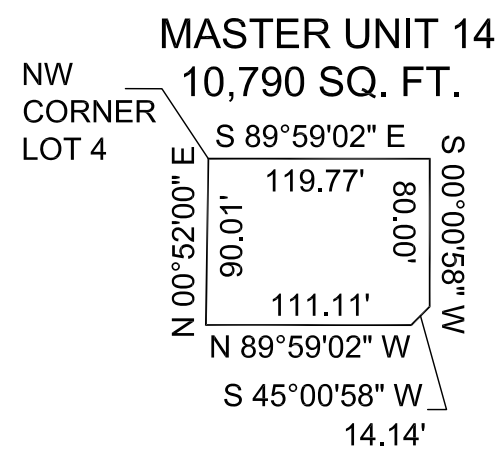
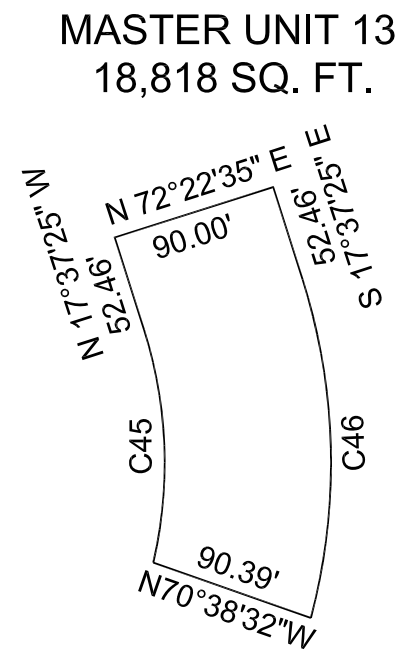
S:_SiteDsgn\Rinka Chung Architects\190575 Lake Vista Final\Survey\DWG\190575_SR_Residences_Condo_2_REV.dwg 4/19/2022 4:36 PM

The Residences and Clubhouse at Lakeshore Commons Condominium, An Expandable Condominium

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MASTER UNIT DETAILS



C45 CURVE DATA
R = 238.00'
L = 127.56'
Δ = 30°42'34"
CH. B. = N02°16'08"W
CH. = 126.04'

C46 CURVE DATA
R = 328.00'
L = 185.68'
Δ = 32°26'05"
CH. B. = S01°24'22"E
CH. = 183.21'

NORTH REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM SOUTH ZONE, NAD 27. THE WEST LINE OF THE FRACTIONAL SW 1/4 OF SECTION 24-05-22, BEARING N00°52'00"E.



04-19-2022

Note: The surveyor makes no certification as to the accuracy of the units contained in the plat and the approximate dimensions and floor areas thereof.

kapur 226 W. WISCONSIN AVE.
APPLETON, WI 54911
kapurinc.com

S:\SiteDsgn\Rinka Chung Architects\190575 Lake Vista Final\Survey\DWG\190575_SR_Residences_Condo_2_REV.dwg 4/19/2022 4:38 PM

The Residences and Clubhouse at Lakeshore Commons Condominium, An Expandable Condominium

Units 1-6, and Units 11-21, and the Clubhouse, all being a part of of Lakeshore Commons Master Condominium, an Expandable Condominium, as recorded within the Milwaukee County Registry, and part of Lot 1, and all of Oulot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

TOTAL BOUNDARY:

Units 1-6, and Units 11-21, and the Clubhouse, all being a part of Lakeshore Commons Master Condominium, an Expandable Condominium, as recorded within the Milwaukee County Registry, and a part of Lot 1, and all of Oulot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin, said part of Lot 1, further described as: Beginning at the southeast corner of said Lot 1, of Certified Survey Map No.9355; thence S 89°46'26" W, along the north line of E. Lake Vista Blvd, 781.07'; thence N 29°45'50" W, along said north line, 24.61 feet to the east line of S. Lake Vista Parkway and a point of curvature; thence Northeasterly along the arc of a curve to the left, and along said east line, 690.21 feet, said curve having a radius of 530.00 feet and a chord bearing N 19°41'02" E, 642.46 feet; thence N 17°37'25" W, along said east line, 144.06 feet; thence N 89°46'26" E, 320.20 feet to a point of curvature; thence Southeasterly along the arc of a curve to the right 130.88 feet, said curve having a radius of 499.00 feet and a chord bearing S 20°12'42" E, 130.51 feet; thence S 12°41'51" E, 84.39 feet to a point of curvature; thence Southeasterly along the arc of a curve to the left 413.85 feet, said curve having a radius of 751.00 feet and a chord bearing S 28°29'03" E, 408.63 feet; thence S 44°16'15" E, 114.39 feet to a southeasterly line of said Lot 1, of Certified Survey Map No. 9355 ; thence S 51°37'44" W, along said southeasterly line, 46.86 feet; thence S 00°52'44" West, along an easterly line of said Lot 1, 86.81 feet to the Point of Beginning. Said part of the West 1/2 of the Fractional Southwest 1/4 of said Section 24, further described as: Beginning at the southwest corner of said Lot 1, of Lakeshore Commons; thence S 89°46'26" W, along the north line of E. Lake Vista Blvd., 620.44 feet to the east line of S. 5th Ave.; thence N 47°24'59" W, along said east line, 11.86 feet; thence N 14°34'27" W, along said east line, 69.35 feet; thence N 09°54'46" W, along said east line, 137.13 feet; thence N 08°52'44" W, along said east line, 66.74 feet; thence thence N 00°52'00" E, along said east line, 75.53 feet; thence N 89°32'23" W, 33.00 feet to the west line of said Fractional SW 1/4 of Section 24; thence N 00°52'00" E, along said west line, 1439.03 feet; thence S 32°08'09" E, along the southwesterly line, and the northwesterly extension thereof of said Outlot 1, of Certified Survey Map No. 9355; 265.24 feet to a point of curvature; thence Southeasterly along said southwesterly line, and also along the arc of a curve to the right, 467.81 feet to the southwesterly corner of said Outlot 1, said curve having a radius of 960.00 feet and a chord bearing S 18°09'35.5" E, 463.20 feet; thence N 89°46'26" E, along the south line of said Outlot 1, 422.18 feet to the southeast corner of said Outlot 1, also being a point on the westerly line of said Lakeshore Commons; thence S 00°52'00" W, along said westerly line, 1125.43 feet to said southwest corner of Lot 1, of Lakeshore Commons and the Point of Beginning. Containing 2,142,172 square feet / 49.178 acres of land, more or less.

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
OUTAGAMIE COUNTY) SS

I, Erik A. Gustafson, Professional Land Surveyor, do hereby certify that that by the direction of the Declarant, F Street OCLV, LLC, I have surveyed and mapped the following described lands:

Units 1-6, and Units 11-21, and the Clubhouse, all being a part of Lakeshore Commons Master Condominium, an Expandable Condominium, as recorded within the Milwaukee County Registry, and a part of Lot 1, and all of Oulot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin Containing 2,288,595 square feet / 52.539 acres of land, more or less.

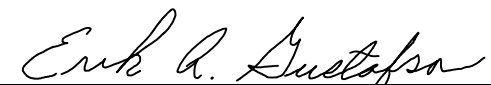
I further certify:

That this is a true and correct representation of all of the exterior boundaries of the land surveyed and the condominium described to the best of my knowledge and belief and that this survey complies with Chapter AE-7, of the Wisconsin Administrative Code, and shows the location of any unit or building located or to be located on the property.

That the identification and location of each unit, the limited common elements for each unit, and the condominium common elements can be determined from the plat. The undersigned surveyor makes no certification as to the accuracy of the units contained in the plat and the approximate dimensions and floor areas thereof.

That I have fully complied with the provisions of Chapter 703 of the Wisconsin State Statutes in surveying and mapping the same.

Dated this 19th day of April, 2022.


Erik A. Gustafson S-2329

DECLARED AREA:

Units 1-6, and Units 11-21, and the Clubhouse, all being a part of Lakeshore Commons Master Condominium, an Expandable Condominium, as recorded within the Milwaukee County Registry, and a part of Lot 1, and all of Oulot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin Containing 459,067 square feet / 10.539 acres of land, more or less.

EXPANSION AREA:

Part of Lot 1, and all of Oulot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin, said part of Lot 1, further described as: Beginning at the southeast corner of said Lot 1, of Certified Survey Map No.9355; thence S 89°46'26" W, along the north line of E. Lake Vista Blvd, 781.07'; thence N 29°45'50" W, along said north line, 24.61 feet to the east line of S. Lake Vista Parkway and a point of curvature; thence Northeasterly along the arc of a curve to the left, and along said east line, 690.21 feet, said curve having a radius of 530.00 feet and a chord bearing N 19°41'02" E, 642.46 feet; thence N 17°37'25" W, along said east line, 144.06 feet; thence N 89°46'26" E, 320.20 feet to a point of curvature; thence Southeasterly along the arc of a curve to the right 130.88 feet, said curve having a radius of 499.00 feet and a chord bearing S 20°12'42" E, 130.51 feet; thence S 12°41'51" E, 84.39 feet to a point of curvature; thence Southeasterly along the arc of a curve to the left 413.85 feet, said curve having a radius of 751.00 feet and a chord bearing S 28°29'03" E, 408.63 feet; thence S 44°16'15" E, 114.39 feet to a southeasterly line of said Lot 1, of Certified Survey Map No. 9355 ; thence S 51°37'44" W, along said southeasterly line, 46.86 feet; thence S 00°52'44" West, along an easterly line of said Lot 1, 86.81 feet to the Point of Beginning. Said part of the West 1/2 of the Fractional Southwest 1/4 of said Section 24, further described as: Beginning at the southwest corner of said Lot 1, of Lakeshore Commons; thence S 89°46'26" W, along the north line of E. Lake Vista Blvd., 620.44 feet to the east line of S. 5th Ave.; thence N 47°24'59" W, along said east line, 11.86 feet; thence N 14°34'27" W, along said east line, 69.35 feet; thence N 09°54'46" W, along said east line, 137.13 feet; thence N 08°52'44" W, along said east line, 66.74 feet; thence thence N 00°52'00" E, along said east line, 75.53 feet; thence N 89°32'23" W, 33.00 feet to the west line of said Fractional SW 1/4 of Section 24; thence N 00°52'00" E, along said west line, 1439.03 feet; thence S 32°08'09" E, along the southwesterly line, and the northwesterly extension thereof of said Outlot 1, of Certified Survey Map No. 9355; 265.24 feet to a point of curvature; thence Southeasterly along said southwesterly line, and also along the arc of a curve to the right, 467.81 feet to the southwesterly corner of said Outlot 1, said curve having a radius of 960.00 feet and a chord bearing S 18°09'35.5" E, 463.20 feet; thence N 89°46'26" E, along the south line of said Outlot 1, 422.18 feet to the southeast corner of said Outlot 1, also being a point on the westerly line of said Lakeshore Commons; thence S 00°52'00" W, along said westerly line, 1125.43 feet to said southwest corner of Lot 1, of Lakeshore Commons and the Point of Beginning. Containing 1,683,105 square feet / 38.639 acres of land, more or less.

S:_SiteDsgn\Rinka Chung Architects\190575_Lake Vista Final\Survey\DWG\190575_SR_Residences_Condo_2_REV.dwg 4/19/2022 4:32 PM



DECLARANT:
F STREET OCLV, LLC
1134 N. 9TH ST., SUITE 200
MILWAUKEE, WI 53233



226 W. WISCONSIN AVE.
APPLETON, WI 54911
kapurinc.com



PLAN COMMISSION REPORT

Proposal: Conditional Use Permit Amendment – Funeral Parlor with Cremation Services

Description: Conditional Use Permit Amendment review for a proposed funeral parlor with cremation services on the property at 7625 S. Howell Ave.

Applicant(s): Paul Johnson, Heritage Funeral Homes

Address(es): 7625 S. Howell Ave. (1st Aldermanic District)

Suggested Motion: That the Plan Commission recommends that the Common Council approves a Conditional Use Permit Amendment for a funeral parlor with cremation services on the property at 7625 S. Howell Ave. after a public hearing and subject to conditions and restrictions.

Owner(s): MSS Hospitality LLC

Tax Key(s): 782-9031-000

Lot Size(s): 3.605 ac

Current Zoning District(s): M-1, Manufacturing

Overlay District(s): CU FF, Flood Fringe

Wetlands: Yes No Floodplain: Yes No

Comprehensive Plan: Commercial

Background:

The Applicant is requesting recommendation of Conditional Use Permit Amendment approval for a funeral parlor with cremation services on the property at 7625 S. Howell Ave. Funeral parlors with cremation services are Conditional Uses in the M-1, Manufacturing zoning district.

Heritage Funeral Homes is proposing to utilize the existing building for business office space, back room space, and crematory services. This location would be the headquarters for the business. Funeral services will not be performed onsite. Typical hours of operation would be 8:00 AM – 5:00 PM, with some minor operations occurring 24 hours per day. Up to 20 employees are anticipated onsite during typical hours, and

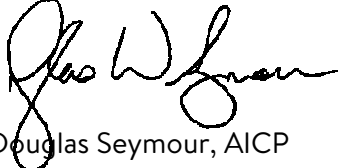
2-6 employees onsite outside of typical hours. No exterior building or site modifications are proposed at this time; however, trash receptacles are required by Code to be located within an enclosure.

Code does not specify requirements for funeral parlors with cremation services; however, general minimum parking requirements for service uses are calculated at one (1) stall for every 250 square feet. Based on this information, a minimum of 39 parking stalls would be required. Parking for approximately 44 vehicles currently exist on the property, therefore exceeding minimum requirements.

If the Commission is comfortable with the proposed use, including the Conditions and Restrictions, the appropriate action would be to recommend Common Council approval per the suggested motion.

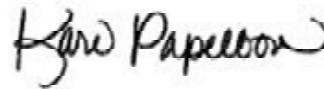
Options/Alternatives: The Plan Commission has the discretion to recommend or not recommend Common Council approval of the Conditional Use Permit Amendment request, or to amend the proposed Conditions and Restrictions. Should the request not be recommended for Council approval, Plan Commissioners must provide the Code Sections upon which the denial is based, and the Applicant may choose to request Council approval without recommendation. In that case, the Council would have the authority to approve the request and the Conditions and Restrictions.

Respectfully submitted:



Douglas Seymour, AICP
Director of Community Development

Prepared:



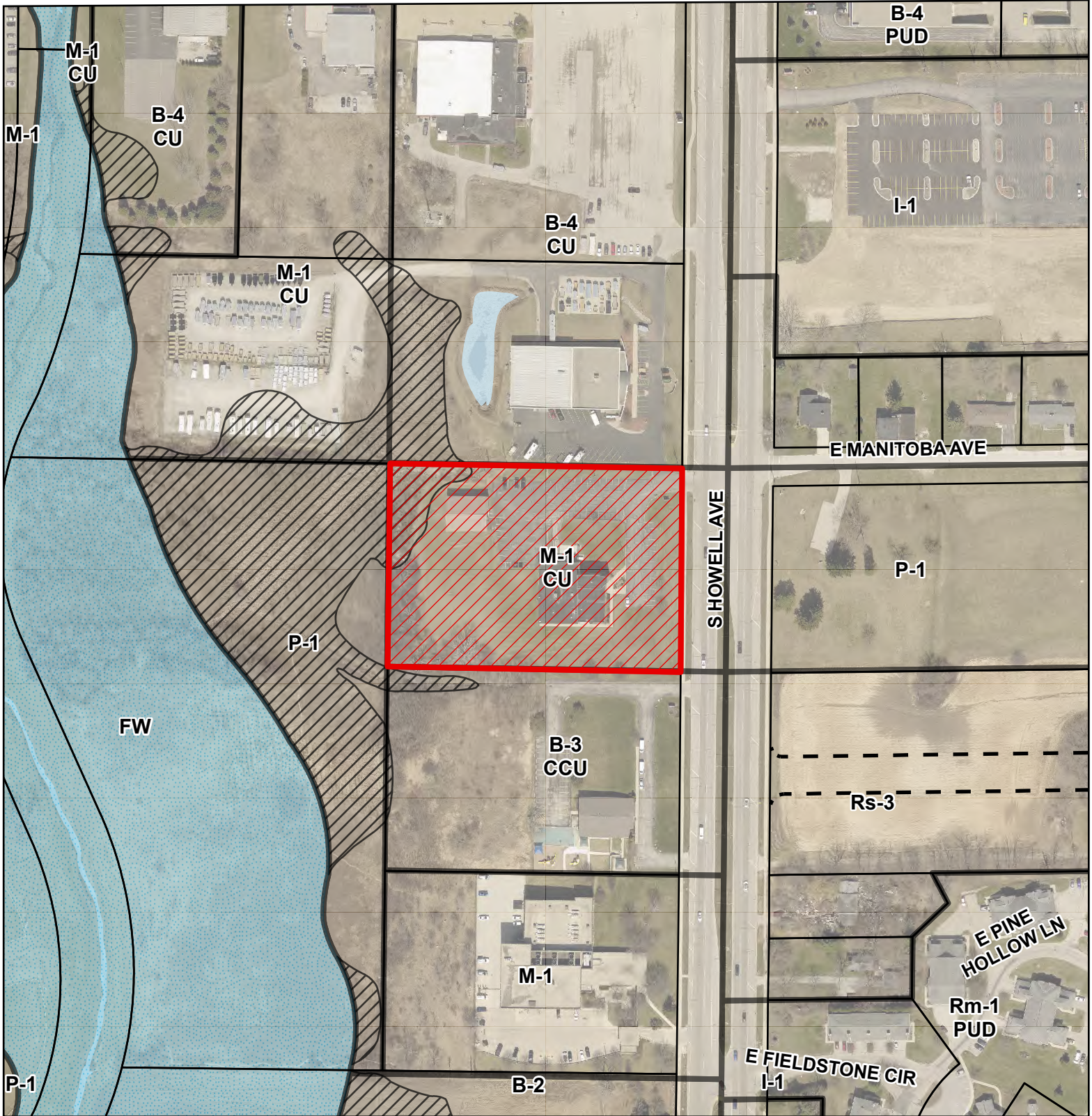
Kari Papelbon, CFM, AICP
Senior Planner

Attachments:

- Location Map
 - Ord. 2253 Conditions & Restrictions (3 pages)
 - Narrative (5 pages)
 - Plans (3 pages)
 - Proposed Conditions and Restrictions (6 pages)
-

LOCATION MAP

7625 S. Howell Ave.



This map is not a survey of the actual boundary of any property this map depicts.



Community Development

0 0.01 0.03 0.06 Miles



Legend

-  Zoning
-  Official Map
-  Floodway
-  Flood Fringe
-  Subject Property

City of Oak Creek - Conditional Use Permit
Conditions and Restrictions

Applicant: Midwest Paralegal Services, Inc.

Property Address: 7625 S. Howell Avenue

Tax Key Number: 782-9031

Conditional Use: Storage of vehicles and equipment

Approved by Plan Commission 051303

Approved by Common Council 061703

1. REQUIRED PLANS, EASEMENTS, AGREEMENTS AND PUBLIC IMPROVEMENTS

A. A precise detailed site plan for the area affected by the conditional use shall be submitted to, and approved by, the Plan Commission prior to the issuance of any building or occupancy permits for any new construction. This plan shall show and describe the following:

- 1) **General Development Plan**
 - a) detailed building locations with setbacks
 - b) square footage of building
 - c) areas for future expansion
 - d) area to be paved
 - e) access drives (width and location)
 - f) sidewalk locations
 - g) parking layout and traffic circulation
 - i) location
 - ii) number of employees
 - iii) number of spaces
 - iv) dimensions
 - v) setbacks
 - h) location of loading berths
 - i) location of sanitary sewer (existing and proposed)
 - j) location of water (existing and proposed)
 - k) location of storm sewer (existing and proposed) including detention/retention basins if needed
 - l) location of wetlands (field verified)
 - m) location, square footage and height of signs
- 2) **Landscape Plan**
 - a) number, initial size and type of plantings
 - b) parking lot screening/berming
- 3) **Building Plan**
 - a) architectural elevations
 - b) building floor plans
 - c) materials of construction
- 4) **Lighting Plan**
 - a) types of fixtures
 - b) mounting heights
 - c) type of poles
 - d) photometrics of proposed fixtures
- 5) **Grading, Drainage and Stormwater Management Plan**
 - a) contours (existing and proposed)
 - b) location of storm sewer (existing and proposed)
- 6) **Fire Protection**
 - a) location of existing and proposed fire hydrants (public and private)
 - b) interior floor plan
 - c) materials of construction
- c) location of stormwater management and water quality structures and basins

- B. All plans for new buildings, additions, or exterior remodeling shall be submitted to the Plan Commission for their review and approval prior to the issuance of a building permit.
- C. For any new buildings or structures and additions, site grading and drainage, stormwater management and erosion control plans shall be submitted to the City Engineer for approval, if required. The City Engineer's approval must be received prior to the issuance of any building permits.
- D. Plans and specifications for any necessary public improvements within developed areas (e.g. sanitary sewer, sidewalk, water main, storm sewer, etc.) shall be subject to approval by the City Engineer.
- E. If required by the City of Oak Creek, public easements for telephone, electric power, sanitary sewer, storm sewer and water main shall be granted. Said easements shall be maintained free and clear of any buildings, structures, trees or accessory outdoor appurtenances. Shrubbery type plantings shall be permitted; provided there is access to each of the aforementioned systems and their appurtenances.
- F. All new electric, telephone and cable TV service wires or cable shall be installed underground within the boundaries of this property.
- G. For any new development, detailed landscaping plans showing location, types and initial plant sizes of all evergreens, deciduous trees and shrubs, and other landscape features such as statuary, art forms, water fountains, retaining walls, etc., shall be submitted to the Plan Commission for approval prior to the issuance of a building permit.

3. PARKING AND ACCESS

- A. Parking requirements for this project shall be provided in accordance with Section 17.0403 of the Municipal Code.
- B. Where 90° parking is indicated on the site plans, individual-parking stalls shall be nine (9) feet in width by eighteen (18) feet in length. The standards for other types of angle parking shall be those as set forth in Section 17.0403(d) of the Municipal Code.
- C. Movement aisles for 90° parking shall be at least twenty-two (22) feet in width.
- D. All off-street parking areas shall be surfaced with an all-weather wearing surface of plant mix asphaltic concrete over crushed stone base subject to approval by the City Engineer. A proposal to use other materials shall be submitted to the Plan Commission and the Engineering Department for approval
- E. Other parking arrangements, showing traffic circulation and dimensions, shall be submitted to the Plan Commission for approval.
- F. All driveway approaches to this property shall be in compliance with all the standards set forth in Chapter 6 of the Oak Creek Municipal Code.
- G. Any new off street parking areas shall be landscaped in accordance with Sections 17.1010 of the Municipal Code.

4. LIGHTING

All plans for any new outdoor lighting shall be reviewed and approved by the Electrical Inspector in

accordance with Section 17.0808 of the Municipal Code.

7. BUILDING AND PARKING SETBACKS

	Front and Street Setback	Rear Setback	Side Setback
Principal Structure	40 ft.	20 ft.	20 ft.
Accessory Structure	40 ft.	20 ft.	20 ft.
Off-street Parking	40 ft.	5 ft.	5 ft.

8. MAINTENANCE AND OPERATION

- A. The number, size, location and screening of appropriate solid waste collection units shall be subject to approval of the Plan Commission as part of the required site plan(s). Solid waste collection and recycling shall be the responsibility of the owner.
- B. Removal of snow from off-street parking areas, walks and access drives shall be the responsibility of the owners.
- C. Storage shall be limited to inside of the accessory building.

9. SIGNS

All signs shall conform to the provisions of Sec. 17.0706 of the Municipal Code.

10. PERMITTED USES

- A. All permitted uses in them M-1, Manufacturing zoning district
- B. Storage of equipment and vehicles shall be limited to inside in the existing accessory building.
- C. Usual and customary accessory uses to the above listed permitted uses.

12. OTHER REGULATIONS

Compliance with all other applicable City, State and Federal regulations not heretofore stated or referenced, is mandatory.

13. REVOCATION

Upon project completion, should an applicant, his heirs, successors or assigns, fail to comply with the conditions and restrictions of the approval issued by the Common Council, the Conditional Use approval may be revoked. The process for revoking an approval shall generally follow the procedures for approving a Conditional Use as set forth in Section 17.1007 of the Municipal Code.



BUSINESS OFFICE

6615 W. Oklahoma Ave., Milwaukee, WI 53219

414.321.7440 | hfh@heritagefuneral.com

heritagefuneral.com

Facebook @HeritageFuneralHomes

March 28, 2022

Heritage Funeral Homes, Inc.

For four generations, Heritage Funeral Homes has been taking care of families, from all walks of life. Each family comes to us because they know we are leaders in our profession, dedicated to excellent service with the highest of integrity.

We currently have 6 funeral home locations including one that we built in Oak Creek more than 30 years ago. Over the years, we have grown to serve nearly a thousand families a year. As we have grown, we have had to split our key team of employees into two locations...our headquarters and administrative staff are located in Milwaukee, and our crematory/back room group are in Greenfield and New Berlin.

Our desire is to consolidate the headquarters, backroom, and crematory into a single location in Oak Creek. As part of the transition we will be relocating over 20 high paying jobs into Oak Creek.

We will continue to utilize our other facilities to provide the high quality funerals the families we serve have come to expect.

In addition, we'll continue to grow by adding new locations and serving even more families in the area. We plan on accomplishing this by utilizing the currently empty building at 7625 S. Howell Ave, Oak Creek as our key hub for future growth.

We truly believe Oak Creek will benefit from our culture of caring, serving, happy employees, that all take pride in what they do.

Please allow us to help you make Oak Creek even better.



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March 28, 2022

Narrative Description

Heritage Funeral Homes proposes to use 7625 S. Howell Ave, Oak Creek, WI as it's business office, back room, and crematory, which will service our 5 satellite locations in Milwaukee County, and 1 location in Waukesha County.

- The office hours will be 8am – 5pm, with some light activity 24 hours a day.
- Deliveries would typically be minimal
- There will be approximately 20 employees on site during office hours, between 2-6 employees outside office hours
- Only outside storage will be dumpsters discretely placed behind the building
- There are approximately 40 parking spots for employee vehicles in the lot
- The plan includes some remodeling of the ground floor to accommodate a preparation room, including an embalming suite that will be located in the rear interior of the facility with restricted access. The rest of the facility will continue to serve as office space.
- The plan includes installing a Matthews brand crematory



March 25, 2022

Paul Johnson
Heritage Funeral Home
Oak Creek, WI 53154

Dear Mr. Johnson,

As a follow-up to our telephone conversation, this letter will review some facts regarding the common placement of cremation equipment within a funeral related facility.

Matthews Cremation Division has been designing, manufacturing and installing combustion systems for a broad range of industries for over 70 years. We are recognized as the leader in cremation equipment, with over 4,800 installations throughout the United States and 50 countries. Our designs have been granted U.S. patents, and have been adopted as industry standards for quality and performance. In addition, we are the largest service and repair organization.

Our company has been involved with the various fields of combustion for many years, and directly related to the cremation industry for over 55 years. We are a member in good standing with the Cremation Association of North America, and became its first supplier member approximately 49 years ago.

As the largest manufacturer of cremation equipment, our company annually markets over 70% of our production to the funeral industry. Most funeral establishments are located in residential communities and/or light commercial areas, since they are there to serve the local population. The cremation equipment is installed within the funeral home and is generally considered by most zoning regulations to be an extension of existing business and/or services.

The equipment operates without smoke or odor, and each and every installation must be permitted by the environmental authorities for the city, state or province in which it is installed. The equipment we manufacture is Underwriters Laboratories (UL) listed, confirming maximum safety of both equipment and personnel.

In addition, in Canada our equipment is built to the standards of the Canadian Gas Association (CGA), and is inspected and approved by them for safety of both the electrical and gas control systems.

Each model manufactured by our company is tested by an independent testing laboratory against standards set forth by the federal government. Our equipment's emission levels are substantially lower than the allowable standards to ensure environmental quality. Residents of the area will not be aware that the equipment is operating.

All machinery that performs combustion, whether automobiles or furnaces of any type (fireplaces or crematories), gives off byproducts referred to as *particulate matter*. Because of our equipment's high quality standards, these byproducts are not visible, nor is there an odor of the material being

Page 2

combusted. At the present time there are over one hundred (100) of our cremators operating within the State of Wisconsin. Each has been registered and approved for installation by the Wisconsin Environmental Protection Agency.

The equipment operates automatically and has built-in pollution detection equipment that constantly supervises the operation, safeguarding against pollution and environmental impact. Cycle time is approximately two hours. When this cycle time is multiplied by the annual frequency of use, the actual hours of operation become insignificant.

The present rate of cremation in this country is approximately 56.1% and 64.9% in Wisconsin. Cremations in Wisconsin are projected to increase by approximately 24% by the year 2030. It is of vital importance that these services be locally available to residents of the community, to help minimize cost to them and fulfilling their demands.

I appreciate your interest and concern regarding the basic information surrounding the installation of cremation equipment. Please feel free to distribute this letter of information to any individuals and/or group that might have interest.

Should you or others require additional information or have questions about anything in this letter, please call me using our toll-free number: 800-327-2831.

Yours very truly,



Jennifer L. Copas, MBA

Matthews Environmental Solutions

2045 Sprint Boulevard | Apopka, Florida 32703

O: 407-886-5533 | F: 407-886-5990 | www.matthewsenvironmentalsolutions.com



March 25, 2022

Paul Johnson
Heritage Funeral Home
Oak Creek, WI 53154

Dear Mr. Johnson,

In response to our recent conversation, the following are FAQ's that could arise as it relates to the installation of a cremation system:

Will there be smoke and odor?

Under normal operating conditions there will not be any smoke or odor. Our equipment protects against this by a large internal secondary chamber whereby the products of combustion are re-burned or cleansed prior to their discharge into the environment. It is equipped with a proactive opacity (visual) monitor. The opacity monitor is continuously scanning the existing gases and takes automatic action by turning off the cremation burner if the opacity reaches a level of 10%. Lastly, the equipment has a M-pyre 2.0 PC Based Intuitive Logic Operating System. This web-based, state-of-the-art technology continuously monitors the operation 24/7. In the unlikely event an occurrence happens, our service department is immediately notified as well as the client. Our technicians can therefore identify the issue and adjust as necessary to resolve the issue.

Is the equipment environmentally safe?

Yes. Matthews Environmental Solutions currently have over 4,500 installations globally and over 100 units operating within Wisconsin alone. Each has been approved by the Wisconsin Pollution Control Agency through registration. The emission levels are well below permissible levels.

Will the facility be operating 24/7?

It will not. The average cycle time is 2 hours or less. Ex: 8,760 hours per year. Based on 200 cremations annually, this means 95.5% of the time the unit will not be in operation.

Sincerely,

Jennifer Copas, MBA
Sales Representative

Enclosures

Matthews Environmental Solutions.

2045 Sprint Boulevard | Apopka, Florida 32703

O: 407-886-5533 | F: 407-886-5990 | www.matthewsenvironmentalsolutions.com



City of Oak Creek GIS

DISCLAIMER: The City of Oak Creek does not guarantee the accuracy of the information contained herein and is not responsible for any use or representation of this information or its derivatives.



SCALE: 1" = 73'



Print Date: 3/22/2022

N 00°37'10" E 330.66

20' STORM SEWER EASEMENT

SANITARY SEWER EASEMENT

97.88

53.37

64.0
2 UETAL & 2
SITRAHE CARST
64.0

53.18

S 89°04'38" E 475.01

20' STORM SEWER EASEMENT

N 89°05'04" W 475.01

75.62

2-STORY
BRICK BLDG.

DWESHANO

80.16

66.0

44.0

118.59

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S 00°37'10" W 330.63

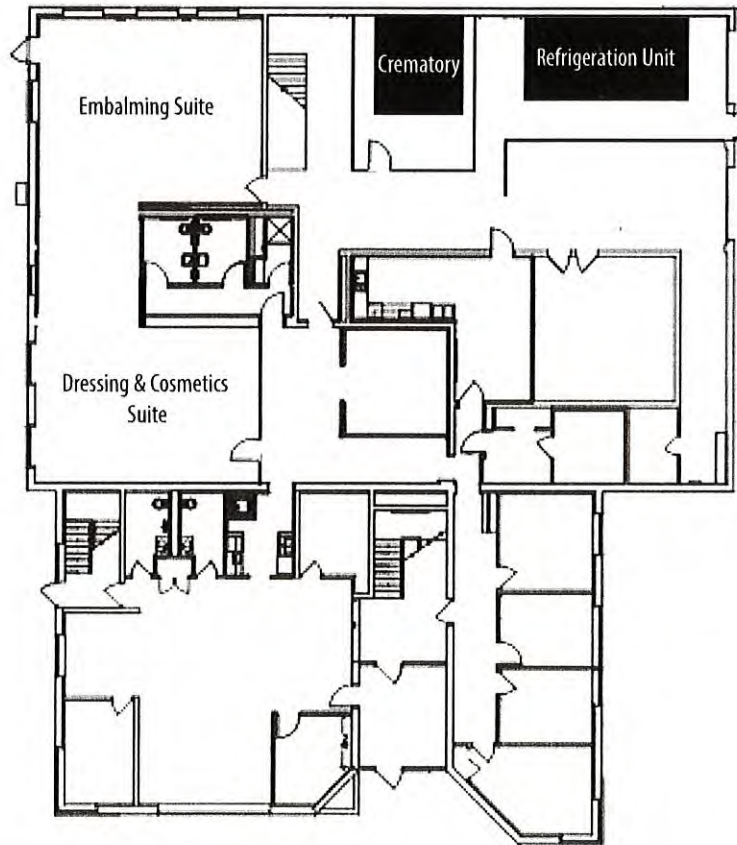
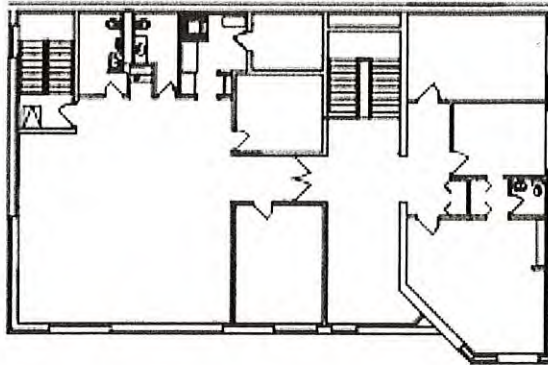
150'

SOUTH HOWELL AVENUE

150'



Proposed Floor Plan



DRAWING NO.

DATE

7625 S Howell Ave
Oak Creek WI, 53154

City of Oak Creek – Conditional Use Permit (CUP)
DRAFT AMENDED Conditions and Restrictions

Applicant: Heritage Funeral Homes
Property Address: 7625 S. Howell Ave.
Tax Key Number(s): 782-9031-000
Conditional Use: Storage of vehicles and equipment;
Funeral Parlor with Cremation Services

Approved by Plan Commission: TBD
Approved by Common Council: TBD
(Ord. TBD, Amend. Ord. 2253)

1. LEGAL DESCRIPTION

Parcel 1 of Certified Survey map No. 2546, recorded on May 15, 1975, in Reel 851 of Certified Survey Maps, on Images 1160-1162, as Document No. 4915277, being Parcel 1 of Certified Survey Map No. 425, being part of the southeast ¼ of Section 8, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

2. REQUIRED PLANS, EASEMENTS, AGREEMENTS AND PUBLIC IMPROVEMENTS

- A. All requirements of the City of Oak Creek Municipal Code, as amended, are in effect.
- B. A precise detailed site plan for the area affected by the Conditional Use shall be submitted to, and approved by, the Plan Commission prior to the issuance of any building or occupancy permits. This plan shall show and describe the following:

1) **General Development Plan**

- a) Detailed building/structure location(s) with setbacks
- b) Square footage of all buildings/structures
- c) Area(s) for future expansion
- d) Area(s) to be paved
- e) Access drive(s) (width and location)
- f) Sidewalk location(s)
- g) Parking layout and traffic circulation
 - i) Location(s) and future expansion
 - ii) Number of employees
 - iii) Number of all parking spaces
 - iv) Dimensions
 - v) Setbacks
- h) Location(s) of loading berth(s)
- i) Location of sanitary sewer (existing & proposed)
- j) Location of water (existing & proposed)
- k) Location of storm sewer (existing & proposed)
- l) Location(s) of wetlands (field verified)
- m) Location(s) and details of sign(s)
- n) Location(s) and details of proposed fences

2) **Landscape Plan**

- a) Screening plan, including parking lot / truck parking screening/berming
- b) Number, initial & mature sizes, and types of plantings
- c) Percentage open/green space

3) **Building Plan**

- a) Architectural elevations (w/dimensions)
- b) Building floor plans (w/dimensions)
- c) Materials of construction (including colors)

4) **Lighting Plan**

- a) Types & color of fixtures
- b) Mounting heights
- c) Types & color of poles
- d) Photometrics of proposed fixtures

5) **Grading, Drainage and Stormwater Management Plan**

- a) Contours (existing & proposed)
- b) Location(s) of storm sewer (existing and proposed)
- c) Location(s) of stormwater management structures and basins (if required)

6) **Fire Protection**

- a) Locations of existing & proposed fire hydrants
- b) Interior floor plan(s)
- c) Materials of construction
- d) Materials to be stored (interior & exterior)

C. All plans for new buildings, additions, exterior remodeling, site modifications, and landscaping shall be submitted to the Plan Commission for their review and approval prior to the issuance of a building or occupancy permit.

D. For any new buildings, additions, structures, and site modifications, site grading and drainage, stormwater management, and erosion control plans shall be submitted to the City Engineer for

approval, if required. The City Engineer's approval must be received prior to the issuance of any building permits.

- E. Landscaping shall be designed, installed, and maintained in accordance with the Chapter 17 of the Municipal Code (as amended).
- F. A Development Agreement shall be completed between the owner(s) and the City if deemed necessary by the City Engineer so as to ensure the construction or installation of public or other improvements required in Item 2(B) above, and/or as specified by these Conditions and Restrictions.
- G. All new electric, telephone and cable TV service wires or cable shall be installed underground within the boundaries of this property.

3. SITE & USE RESTRICTIONS, MAINTENANCE & OPERATION REQUIREMENTS

- A. Uses allowed on this property shall be limited to one (1) funeral parlor with cremation services, those allowed by the M-1, Manufacturing zoning district, Ord. 2252, these Conditions and Restrictions, and all applicable sections of the Municipal Code (as amended).**
- B. There shall be no outdoor storage of vehicles, equipment, merchandise, parts, supplies, or any other materials on the property. All storage shall be interior to the buildings.**
- C. Solid waste collection and recycling shall be the responsibility of the owner. All solid waste and recycling collection units shall be screened and sited in conformance with Section 17.0506.**
- D. Removal of snow from off-street parking areas, walks, public sidewalks, private roads and access drives shall be the responsibility of the landowner(s).

4. PERFORMANCE STANDARDS

- A. All requirements of Section 17.0510, as amended, are in effect.**

5. ACCESS AND PARKING

- A. Access to Howell Ave. (STH 38) in accordance with executed agreements and access management plans is subject to the review and approval of the Wisconsin Department of Transportation. Any changes to existing or new approvals shall be provided to the City prior to the issuance of any building permits.
- A. Parking for this development shall be provided in accordance with Section 17.0501 of the Municipal Code (as amended).

6. LIGHTING

- A. All plans for new outdoor lighting shall be reviewed and approved by the Electrical Inspector in accordance with Section 17.0509 of the Municipal Code (as amended), these Conditions and Restrictions, and plans approved by the Plan Commission.

7. **SETBACKS**

	Front and Street Facing Setback	Rear Setback	Interior Side Setback
Principal Structure	40'	20'	20'
Accessory Structure	40'	20'	20'
Off-street Parking ¹	See Sec. 17.0505	See Sec. 17.0505	See Sec. 17.0505

8. TIME OF COMPLIANCE

The operator of the Conditional Use shall commence work in accordance with these Conditions and Restrictions within twelve (12) months from the date of adoption of the ordinance authorizing this Conditional Use Permit. This Conditional Use approval shall expire within twelve (12) months after the date of adoption of the ordinance if building or occupancy permits have not been issued for this use.

9. OTHER REGULATIONS

Compliance with all other applicable City, State, DNR and Federal regulations, laws, Code, ordinances, and orders, as amended, not heretofore stated or referenced, is mandatory.

10. VIOLATIONS & PENALTIES

Any violations of the terms of this Conditional Use Permit shall be subject to enforcement and the issuance of citations in accordance with Section 1.20 of the City of Oak Creek Code of Ordinances (as amended). If the owner, applicant or operator of the Conditional Use Permit is convicted of two or more violations of these conditions and restrictions or any other municipal ordinances within any 12-month period the City shall have the right to revoke this Conditional Use Permit, subject to the provisions of paragraph 10 herein. Nothing herein shall preclude the City from commencing an action in Milwaukee County Circuit Court to enforce the terms of this Conditional Use Permit or to seek an injunction regarding any violation of this Conditional Use Permit or any other City ordinances.

11. REVOCAION

Should an applicant, their heirs, successors or assigns, fail to comply with the conditions and restrictions of the approval issued by the Common Council, the Conditional Use Permit approval may be revoked. The process for revoking an approval shall generally follow the procedures for approving Conditional Use Permit as set forth in Section 17.1007 of the Municipal Code (as amended).

12. ACKNOWLEDGEMENT

The approval and execution of these conditions and restrictions shall confirm acceptance of the terms and conditions hereof by the owner, and these conditions and restrictions shall run with the property unless revoked by the City, or terminated by mutual agreement of the City and the owner, and their subsidiaries, related entities, successors and assigns.

¹ Sec. 17.0501(c)(3): All parking shall be set back from street rights-of-way and adjacent lot lines in accordance with the parking lot perimeter area and transition area requirements in Section 17.0505.

Owner / Authorized Representative Signature

Date

(please print name)

DRAFT