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Document Number

DECLARATION OF  
CONDOMINIUM

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JOHN LA FAVE

REGISTER OF DEEDS

Milwaukee County, WI

AMOUNT: 30.00

FEE EXEMPT #:

DECLARATION OF CONDOMINIUM  
FOR  
THE STANDARD AT EAST LIBRARY  
CONDOMINIUM

Recording Area

Name and Return Address:

HSI East Library Residential, LLC

c/o HSI Development Partners, LLC

Attn: Brett Haney or Ryan Schultz

20975 Swenson Drive, Suite 395

Waukesha, WI 53186

319-0772-110-0

Parcel Identification Number (PIN)

## DECLARATION OF CONDOMINIUM

23 THIS DECLARATION OF CONDOMINIUM (this "Declaration"), is made this day of MAY, 2013, by **HSI EAST LIBRARY RESIDENTIAL, LLC**, a Wisconsin limited liability company (the "Declarant").

### ARTICLE I

#### DECLARATION

Declarant hereby declares that it is the sole owner of the Land (as defined in Section 2.02), together with all improvements located thereon and easements, rights and appurtenances pertaining thereto (the "Property"), and further declares that the Property is hereby submitted to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes, as amended from time-to-time (the "Condominium Ownership Act"). The Declarant hereby elects to operate the Condominium (defined below) as a Small Condominium pursuant to Section 703.365 of the Condominium Ownership Act and hereby elects to apply Sections 703.365(3), (3m), (5), (6), (7), and (8).

### ARTICLE II

#### NAME; DESCRIPTION OF PROPERTY

2.01 Name of Condominium. The name of the condominium created by this Declaration (the "Condominium") is "The Standard at East Library Condominium." The Condominium shall consist of three units (individually a "Unit" and collectively the "Units") located in the building (the "Building") identified on the condominium plat attached hereto as Exhibit B and made a part hereof (the "Condominium Plat"), as well as the Common Elements as defined in Article IV.

2.02 Legal Description. The land comprising the Property (the "Land") is located in the City of Milwaukee, County of Milwaukee, State of Wisconsin, and is legally described on Exhibit A attached hereto and made a part hereof.

2.03 Address. The address of the Condominium is 1910 East North Avenue, Milwaukee, WI 53202.

### ARTICLE III

#### DESCRIPTION OF UNITS

3.01 Identification of Units. The Condominium Plat shows floor plans for each Unit showing the layout, boundaries and dimensions of each Unit. The Units shall be identified as "Unit 100," "Unit 200," and "Unit 300" as numbered on the Condominium Plat. Each owner of a Unit is referred to as a "Unit Owner." Where a Unit has been sold under a land contract, the purchaser (and not the vendor) shall be the Unit Owner.

3.02 Boundaries of Units. The boundaries of each Unit shall be as follows:

(a) The upper boundary of that portion of Unit 200 located on the fifth floor of the Building shall be the plane of the upper face of the roof of the Building extended to an intersection with the perimetrical boundaries.

(b) The upper boundary of the portion of Unit 200 that is located in the basement beneath Unit 100 shall be the plane of the upper face of the concrete slab supporting the floor below Unit 100, extended to an intersection with the perimetrical boundaries.

(c) The upper boundary of Unit 100 shall be the horizontal plane of the lower face of the concrete slab supporting the ceiling above Unit 100 extended to an intersection with the perimetrical boundaries.

(d) The lower boundary of Unit 200 that is located above Unit 100 shall be the horizontal plane of the lower face of the concrete slab supporting the floor for the portion of Unit 200 located above Unit 100 and in each case extended to an intersection with the perimetrical boundaries.

(e) The lower boundary of Unit 100 shall be the horizontal plane of the upper face of the concrete slab supporting Unit 100's floor extended to an intersection with the perimetrical boundaries.

(f) The upper boundary of Unit 300 shall be the horizontal plane of the lower face of the concrete slab supporting the ceiling above Unit 300 extended to an intersection with the perimetrical boundaries.

(g) The lower boundary of Unit 300 shall be the horizontal plane of the upper face of the concrete slab supporting Unit 300's floor extended to an intersection with the perimetrical boundaries.

(h) The perimetrical boundary of Unit 100, Unit 200, and Unit 300 shall be the vertical planes which correspond with the outside face of the exterior walls of the Building.

(i) Unit 100 and 300 abut each other on the first floor of the Building. Notwithstanding anything to the contrary set forth in this Section 3.02, with respect to Unit 100 and Unit 300, the boundary separating each Unit shall be the centerline of the demising wall shown on the Condominium Plat.

3.03 Description of Units. It is intended that the surface of each plane described above (be it concrete, glass, drywall, tiles, wallpaper, paneling, carpeting or otherwise covered) is included as part of each defined Unit. The Unit shall include, without limitation, all improvements now or hereafter located within such boundaries, including:

(a) Windows, doors and garage doors (with all opening, closing and locking mechanisms and all hardware), elevators and stairwells that provide direct access to or within the Unit.

(b) Floor, wall, baseboard, or ceiling, electrical outlets and switches and the junction boxes serving them.

(c) Telephone, telefax, cable television, computer, data, internet, security, stereo, public address or other systems, if any, including outlets, conduit, switches, hardware and other appurtenances serving a Unit exclusively.

(d) Plumbing fixtures, hot water heaters, fire sprinklers, and similar water related fixtures (collectively "Water Fixtures") serving a Unit exclusively, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between such Water Fixtures and the water or sewage lines serving more than one Unit.

(e) The heating, ventilating and air conditioning system ("HVAC"), including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Unit to the exterior of the Condominium, including vents for furnaces, clothes dryers, range hoods, all other exhaust fans, and such other vents appurtenant to each Unit, and condensers and all connections thereto serving each Unit.

Specifically not included as part of a Unit are any portions of the plumbing, electrical, HVAC or mechanical systems of the Building serving more than one Unit, even if located within or running through a Unit. The Building's structural components are Common Elements. Any public or private utility lines running through a Unit that serve more than one Unit are Common Elements.

#### ARTICLE IV

##### COMMON ELEMENTS; LIMITED COMMON ELEMENTS

4.01 Common Elements. The common elements (the "Common Elements") include the following:

(a) Any portion of the Land not otherwise designated as part of a Unit.

(b) The support columns located in the parking on level one.

(c) Any portion of the improvements to the Land that is not included within the boundary of a Unit as described above.

4.02 Limited Common Elements. Certain Common Elements as described in this Section shall be reserved for the exclusive use of one Unit Owner. Such Common Elements shall be referred to collectively as "Limited Common Elements." The following Common Elements shall be reserved for the exclusive use of one or more Unit Owners as described herein:

(a) All access ways, steps or stoops attached to, leading directly to or from each Unit are hereby reserved for the exclusive use of such Unit;

(b) The surface parking spaces, driveways, and walkways identified on the Condominium Plat (the "Surface Parking Area") as designated and reserved for Unit 100 are hereby reserved for the exclusive use of Unit 100, subject, however to the ingress and egress easement set forth in this Declaration;

(c) The leasing office elevators and related hallways on the first floor of the Building shall be limited common elements appurtenant to Unit 200 and the exterior of the Building adjacent thereto shall be limited common elements appurtenant to Unit 200;

(d) Rooftop mechanical area reserved for mechanical systems serving less than all of the Units;

(e) The rooftop terrace as shown on the Plat shall be a limited common element appurtenant to Unit 100 as its roof ("Unit 100 Roof") and to Unit 200 as a terrace ("Unit 200 Rooftop Terrace"); and

(f) The ballast on level 2 of the Building as shown on the Condominium Plat shall be limited common element reserved for the exclusive use of Unit 100.

(g) Any Water Fixtures, HVAC or mechanical systems running through one or more Units, but serving only one Unit shall be limited common elements appurtenant to the Unit they serve.

#### 4.03 Conflict Between Unit Boundaries; Common Element Boundaries.

(a) If any portion of the 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 as a result of the duly-authorized construction, reconstruction or repair of a Building, or as a result of settling or shifting of a Building, then the existing physical boundaries of such Units or Common Elements shall be conclusively presumed to be the boundaries of such Units or Common Elements, regardless of the variations between the physical boundaries described in Section 3.03 or elsewhere in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Units or Common Elements.

(b) If any portion of the 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 as a result of the duly-authorized construction, reconstruction or repair of a Building, or as a result of settling or shifting of a Building, then a valid easement for the encroachment and for its maintenance shall exist so long as such Building stands; provided, however, that if any such encroachment or easement materially impairs any Unit Owner's enjoyment of the Unit owned by such Unit Owner or of the Common Elements in the judgment of the Board of Directors of the Association (as defined in Section 6.01, below), such encroachment shall be removed or just compensation shall be provided to each injured Unit Owner within ninety (90) days of the discovery of the encroachment.

(c) Following any change in the location of the boundaries of the Units under this Section 4.03, the square footages of all affected Units or Common Elements shall continue to be determined by the square footages, if any, shown on the Condominium Plat for all purposes under this Declaration.

## ARTICLE V

### PERCENTAGE INTERESTS

5.01 Percentage Interests. The undivided percentage interest in the Common Elements appurtenant to Unit 100 shall be twelve and 53/100 percent (12.53%), the undivided percentage interest in the Common Elements appurtenant to Unit 200 shall be eighty-five and 74/100 percent (85.74%) and the undivided percentage interest in the Common Elements appurtenant to Unit 300 shall be one and 73/100 percent (1.73%).

5.02 Conveyance, Lease or Encumbrance of Percentage Interest. Any deed, mortgage, lease or other instrument purporting to convey, encumber or lease any Unit shall be deemed to include the Unit Owner's undivided percentage interest in the Common Elements and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein.

5.03 Multiple Owners. If there are multiple owners of any Unit, their votes shall be counted as provided in the Bylaws.

## ARTICLE VI

### CONDOMINIUM ASSOCIATION

6.01 General. Following the conveyance of the first Unit to any person other than Declarant, all Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as "The Standard at East Library Condominium Owners Association, Inc." (the "Association"), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium through the Association's Board of Directors. The Association shall be incorporated as a non-profit corporation under the laws of the State of Wisconsin. The powers and duties of the Association shall include those set forth in the Association's articles of incorporation (the "Articles") and bylaws (the "Bylaws"), the Condominium Ownership Act, this Declaration and Chapter 181, Wisconsin Statutes (the "Wisconsin Nonstock Corporation Law"). All Unit Owners, tenants of Units and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all of the provisions of all rules and regulations of the Association (collectively, the "Rules and Regulations"), this Declaration, the Articles and Bylaws. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time and shall distribute to each Unit Owner, the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners. The Declaration, Articles, Bylaws, Rules and Regulations are sometimes collectively referred to herein as the "Condominium Documents."

6.02 Board of Directors. Pursuant to the Bylaws, the management, operation and duties of the Association are delegated to its Board of Directors pursuant to Section 703.365(3)(a) of the Condominium Ownership Act. The Board of Directors shall be composed of one representative from each Unit appointed by the Unit Owner of that Unit. A Director must be a Unit Owner or, if not a natural person, a shareholder, partner, member, officer, director, trustee, agent, or employee of such Unit Owner.

6.03 Maintenance and Repairs.

(a) Common Elements. The Association shall be responsible for the management and control of the Common Elements (except as set forth in Section 6.03(b) with respect to Limited Common Elements) and shall maintain the same in good, clean and attractive order and repair. In addition, the Association shall be responsible for maintaining all Common Elements (except as set forth in Section 6.03(b) with respect to Limited Common Elements) and the maintenance, repair and replacement of all structural elements of the Building and all utility lines serving more than one Unit and shall maintain all of the foregoing in good, clean and attractive order and repair.

(b) Units. Each Unit Owner shall, at its sole cost, be responsible for the cleaning, maintenance, repair, and replacement of all other improvements constructed within the Unit (including the electrical, heating and air conditioning systems exclusively serving such Unit, and including any ducts, vents, wires, cables or conduits designed or used solely in connection with such electrical, heating or air conditioning systems) and all Limited Common Elements appurtenant to its Unit, except to the extent any repair cost is paid by the Association's insurance policy described in Section 8.01 or as otherwise provided herein. Each Unit and the Limited Common Elements shall at all times be kept in good condition and repair. If any Unit or portion of a Unit, or if any Limited Common Element or portion of a Limited Common Element, for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unclean, unsightly or unattractive condition, a condition that is inconsistent with the condition of the other Unit or a condition that results in damage to the Common Elements, then the Association, upon 15 days' prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Unit or Limited Common Element, as applicable, 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 Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within 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 6.06.

(c) Damage Caused by Unit Owners. If a Unit Owner's, or a Unit Owner's tenant's or occupant's negligent, reckless, or intentional act or omission, including, without limitation, any alteration or removal of an alteration to a Unit necessitates any cleaning, maintenance, repair or replacement of all or any part of any Common Element, Limited Common Element or any Unit or Units, then such

Unit Owner shall pay the cost of such cleaning, maintenance, repair, replacement and restoration.

**6.04 Common Expenses.** Any and all expenses incurred by the Association in connection with the management and control of the Condominium, the maintenance, repair and replacement of the Common Elements (other than certain costs relating to the Limited Common Elements as described below) and the Unit 100 Roof, and other areas described in Section 6.04 and administration of the Association shall be deemed to be common expenses (the "Common Expenses"), including, without limitation, expenses incurred for: insurance premiums, reserve funds for maintenance, repairs and replacement of the Common Elements; and improvements to the Common Elements. All expenses incurred by the Association in connection with the cleaning, maintenance, repair and replacement of the Limited Common Elements shall be assessed against the owner of the Unit to which such Limited Common Element is appurtenant, except expenses incurred for the maintenance, repair and replacement of the Unit 100 Roof shall be treated as a Common Expense. Expenses incurred for maintenance, repair and snow and ice removal of the Surface Parking Area and the driveway from Cramer Street used to access the Surface Parking Area and the underground parking ramp shall be a common expense of Units 100 and 200 with Unit 100 paying 75% of the cost and Unit 200 paying 25% of the cost. Unit 100 shall be responsible for 100% of costs related to re-striping the Surface Parking Area.

**6.05 General Assessments.** The Association may levy monthly general assessments (the "General Assessments") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against the Unit Owners shall be assessed in proportion to their percentage interests in the Common Elements. General Assessments shall 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. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws 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 years after the assessment becomes due as provided in the Condominium Ownership Act.

**6.06 Special Assessments.** The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Unit Owners, or any of them, for deficiencies in the case of destruction or condemnation as set forth in Section 9.05 and Section 10.05; for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Association under any provision of this Declaration, including, without limitation, Sections 6.04 and Article XIII, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the 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 years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

6.07 Common Surpluses. In the event that the surpluses of the Association (the "Common Surpluses") should be accumulated, other than surpluses in any construction fund as described in Section 9.06 and Section 10.06, such Common Surpluses may be credited against the Unit Owners' General Assessments in proportion to their respective percentage interests in the Common Elements or may be used for any other purpose as the Association may determine.

6.08 Certificate of Status. The Association shall, upon the written request of an owner, purchaser or Mortgagee of a Unit, issue a certificate of status of lien and an estoppel certificate indicating whether a Unit Owner is in default of this Declaration, the Bylaws, Articles or Rules and Regulations. Any such party may conclusively rely on the information set forth in such certificate of status and such estoppel certificate.

6.09 Management Services. The Association, through its Board of Directors, shall have the right to enter into a management contract with a manager selected by the Association (the "Manager") under which the Manager provides all or a portion of the Association's and/or the Board of Director's duties hereunder. All amounts payable by the Association to the Manager under the management contract shall be chargeable to the Unit Owners as a Common Expense. The management contract shall be subject to termination by the Association under Section 703.35 of the Wisconsin Statutes. In addition, Unit Owners may, in their discretion, enter into separate management contracts for the operation and management of each of their Units, respectively.

## ARTICLE VII

### ALTERATIONS AND USE RESTRICTIONS

7.01 Unit Alterations. A Unit Owner may make improvements and alterations within its Unit; provided, however, that such improvements or alterations shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium, nor impair any easement. A Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any portion of the Common Elements without obtaining the prior written permission of the Association, which permission may be denied in the sole discretion of the Association. Any approved improvement or alteration, which changes the exterior dimensions of a Unit, must be evidenced by recording a modification to this Declaration and the Condominium Plat before it shall be effective and must comply with the then applicable legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract or similar security interest.

7.02 Use and Restrictions on Use of Unit. Unit 100 shall be used for a public library or City of Milwaukee municipal uses and for no other purposes unless authorized by the Board of Directors of the Association prior to the commencement of such use. Unit 200 shall be used for residential apartments. Subject to the restrictions set forth in Section 7.04, Unit 300 shall be used for a commercial purpose and for no other purpose unless otherwise authorized by the Board of Directors of the Association prior to the commencement of such use.

7.03 Nuisances. No nuisances shall be allowed upon the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist.

7.04 Lease of Units. The apartments in Unit 200 may be leased to residential tenants. Unit 300 may be leased to a commercial tenant. For only so long as Unit 100 is owned by the City, Unit 300 may not be leased for the following activities or types of use: tavern, adult retail or entertainment establishment, animal services or any use requiring a liquor license. During the term of any lease of all or any part of a Unit, each Unit Owner of such Unit shall remain liable for the compliance of the Unit, such Unit Owner 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 the Unit.

7.05 Signs. The owner of Unit 200 shall be permitted to install signage identifying the apartments and the availability of apartments. The owner of Unit 300 shall be permitted to install signage identifying the retail commercial space and the owner of Unit 100 shall be permitted to install signage identifying the library and an electronic or similar message board to promote library events, services and activities. No other sign of any kind shall be displayed to the public view on any Unit without the written consent of the Association.

7.06 Garbage and Refuse Disposal. All garbage and refuse shall be disposed in accordance with the Association's rules and regulations.

7.07 Storage. Outdoor storage shall not be permitted, except as authorized in writing by the Association.

7.08 Landscaping. The owner of Unit 200 and the owner of Unit 300 shall be responsible for the installation and maintenance of landscaping adjacent to the sidewalks on Cramer Street and Thomas Avenue. The Unit 100 Owner shall be responsible for the maintenance and replacement of landscaping located between the public sidewalk and the west and south exterior walls of Unit 100 and landscaping located at the driveway for the Surface Parking Area on Thomas Avenue.

7.09 Utilities. Each Unit shall be serviced by separate utilities, and each Unit Owner will be responsible for payment of utility costs.

## ARTICLE VIII

### INSURANCE

8.01 Fire and Extended Loss Insurance. The Board of Directors of the Association shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Elements and Units and for the Association's service equipment, supplies and personal property (collectively, the "Association Casualty Insurance"). Each Unit Owner shall obtain and maintain insurance coverage for all of the improvements and personal

property owned by the Unit Owner located within their Unit for not less than insurance coverage for all of the full replacement value thereof, minus a commercially reasonable deductible. The Association Casualty Insurance coverage for the Common Elements shall be reviewed and adjusted by the Board of Directors of the Association from time to time to ensure that the required coverage is at all times provided. The Association Casualty Insurance covering the Common Elements and maintained by the Association shall be written in the name of the Association as insurance trustee for the individual Unit Owners in their respective percentage interests in the Common Elements. All premiums for such insurance shall be Common Expenses. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article IX. Each Unit Owner shall have the right to insure its own Unit for its own personal benefit beyond the minimum requirements stated herein.

**8.02 Public Liability Insurance.** The Board of Directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least \$5,000,000 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers, and for the individual Unit Owners in their respective percentage interests in the Common Elements. Such insurance policy shall contain a "severability of interest" or cross-liability endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall maintain in effect a policy of commercial liability insurance with a face amount as may from time to time be required by the Association, naming the Association as an additional insured. Any lessees or tenants of any Unit shall be required as part of their lease to obtain commercial liability insurance and to name the Association as an additional insured.

**8.03 Fidelity Insurance.** The Association may require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be named insured. All premiums for such insurance shall be Common Expenses.

**8.04 Mutual Waiver of Subrogation.** Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however,

cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy.

8.05 Mortgagee Insurance Requirements. If the Mortgagee of any Unit requires insurance coverage that the Board of Directors of the Association has not elected to carry, the Association shall obtain the additional required insurance and the cost of such additional insurance shall be assessed against the Unit on which the Mortgagee requiring the additional insurance holds a mortgage.

## ARTICLE IX

### RECONSTRUCTION, REPAIR OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION

9.01 Determination to Reconstruct or Repair. If all or any part of the Common Elements become damaged or are destroyed by any cause, the damaged Common Elements shall be repaired or reconstructed unless 100% of the Unit Owners' consent in writing not to repair or reconstruct the damaged or destroyed Common Elements. Delivery of such written consent under the circumstances described in this Section 9.01 shall be deemed consent to subject the Condominium to an action for partition.

9.02 Plans and Specifications. Any reconstruction or repair of items shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the damaged improvements, unless: (a) the Unit Owners having at least a majority of the votes approve of the variance from such plans and specifications; and (b) the Board of Directors of the Association authorizes the variance; and (c) in the case of reconstruction of or repair to any of the Units, the Unit Owners of the damaged Units authorize the variance. In the event that a variance is authorized from the maps, plans, and specifications contained in the Condominium Plat or this Declaration, then, if permitted by law, an amendment shall be recorded by the Association setting forth such authorized variance.

9.03 Responsibility for Repair. In all cases after a casualty has occurred to the 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.

9.04 Insurance Proceeds and Construction Fund. Association Casualty Insurance proceeds held by the Association as trustee pursuant to Section 8.01 shall first be disbursed by the Association for the repair or reconstruction of the damaged Common Elements and Limited Common Elements. The Association shall have no responsibility to repair, reconstruct, or replace any improvements which were made to any Unit. Further, the Association shall have no responsibility to repair, reconstruct, or replace any personal property of any Unit Owner or tenant or occupant of a Unit. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless the Association has determined not to rebuild pursuant to Section 9.01 and the Condominium is partitioned, or unless there is a surplus of insurance proceeds after the damaged Property or Building has been completely restored or repaired as set forth in Section 9.06.

9.05' Assessments For Deficiencies. If the proceeds of Association Casualty Insurance are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to Common Elements shall be in proportion to each Unit Owner's percentage interest in the Common Elements. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

9.06 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 Property 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 are 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 according to their respective percentage interests in the Common Elements.

9.07 Damage or Destruction of Unit. Following any damage or destruction to any improvements located within any Unit, the Unit Owner shall repair and restore such Unit to its condition prior to the damage or destruction as soon as possible but in any case within 270 days of the damage or destruction, subject to Acts of God and other matters outside the reasonable control of such Unit Owner.

9.08 Partition and Sale Upon Consent. If the Unit Owners having 100% of the votes consent in writing to subject the Condominium to an action for partition as provided in Section 9.01, the net proceeds of sale together with any net insurance proceeds shall be considered as one fund and shall be divided among all Unit Owners in proportion to the percentage interest in the Common Elements that is appurtenant to each Unit.

9.09 Mortgagees' Consent Required. No approval, consent or authorization given by any Unit Owner under this Article shall be effective unless it is consented to by the Mortgagee (if any) holding the first lien against the Unit.

## ARTICLE X

### CONDEMNATION

10.01 Allocation of Award. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

(a) Every Unit Owner shall be allocated the entire award for the taking of all or part of the respective Unit or any improvements located therein and for consequential damages to the Unit or improvements located therein.

(b) In the event no reconstruction is undertaken, any award for the taking of Common Elements shall be allocated to all Unit Owners in proportion to their respective percentage interest in the Common Elements.

10.02 Determination to Reconstruct Common Elements. Following the taking of all or part of the Common Elements (including the Limited Common Elements), the Common Elements shall be restored or reconstructed unless within 30 days of the date the Association receives reconstruction cost estimates, the Unit Owners having 100% of the votes shall consent in writing not to reconstruct the Common Elements taken or unless the extent of the taking, as determined by the Board of Directors of the Association, makes reconstruction or restoration impractical. Delivery of the written consent described herein shall be deemed to be consent to subject the Condominium to an action for partition.

10.03 Plans and Specifications for Common Elements. Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans and specifications used in the original construction of the portion damaged. All Unit Owners whose Unit will be altered from the original plans and specifications and their first Mortgagees shall authorize a variance from such plans and specifications. In the event that a variance is authorized from the maps, plans or specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variances.

10.04 Responsibility for Reconstruction. In all cases after a taking of all or part of the 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.

10.05 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. Such Special Assessments shall be in proportion to each Unit Owner's respective percentage interest in the Common Elements and shall constitute a Common Expense.

10.06 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 all Unit Owners in proportion to their respective percentage interests in the Common Elements, prior to any adjustment in the percentage interests under Section 10.07.

10.07 Percentage Interests Following Taking. Following the taking of all or any part of any Unit, the percentage interest in the Common Elements 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, determined without regard to the value of any improvements located within the Units. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new percentage interests appurtenant to the Units.

10.08 Partition. If the Unit Owners having 100% of the votes consent in writing to subject the Condominium to an action for partition as provided in Section 10.02, the net proceeds of sale together with any condemnation proceeds shall be considered as one

fund and shall be divided among all Unit Owners in proportion to the percentage interest in the Common Elements that is appurtenant to each Unit.

## ARTICLE XI

### MORTGAGEES

11.01 Notice. Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Unit (the "Mortgagee") that has so requested of the Association in a writing received by the Association's agent for service of process shall be entitled to receive notice of the following matters:

(a) The call of any meeting of the membership or the Board of Directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles or the Bylaws.

(b) Any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles or Bylaws or the Rules and Regulations.

(c) Any physical damage to the Common Elements in an amount exceeding \$100,000.

11.02 Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of Article XII of this Declaration, neither Section 11.01 nor any Section of this Declaration requiring the approval of any Mortgagee to any action shall be amended unless all Mortgagees have given their prior written approval.

11.03 Owners of Unmortgaged Units. Whenever any provision contained in this Declaration requires the consent or approval (whether by vote or in writing) of a stated number or percentage of Mortgagees to any decision, each Unit Owner of any unmortgaged Unit shall be considered a "Mortgagee" as well as a "Unit Owner" for purposes of such provision.

11.04 Condominium Liens. Any Mortgagee who obtains title to a Unit under the remedies provided in the mortgage or land contract against the Unit or through foreclosure shall not be liable for more than 6 months of the Unit's unpaid dues and assessments accrued before the date on which the holder acquired title.

## ARTICLE XII

### AMENDMENT

12.01 Approval of All Unit Owners Required. Except as otherwise provided by this Declaration or by the Condominium Ownership Act, this Declaration may be amended with the written consent of all of the Unit Owners. No Unit Owner's written consent provided under this Article XII shall be effective unless it is approved by each Mortgagee (if any) of such Unit. So long as the Declarant or Declarant's successors or assigns own any interest in any Unit, the consent in writing of the Declarant, its

successors or assigns, shall also be required to any amendment to the Declaration, the By-Laws, the Articles or the Rules and Regulations. No amendment to the Declaration, the By-Laws, the Articles or the Rules and Regulations shall alter or abrogate the rights or obligations of Declarant or Declarant's successors or assigns as contained therein unless Declarant consents in writing to such amendment. Furthermore, no amendment to the Declaration, the By-Laws, the Articles or the Rules and Regulations shall alter or abrogate the rights of any Mortgagee unless 100% of the Mortgagees consent in writing to such amendment. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Milwaukee County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association.

12.02 Approval of All Unit Owners Not Required. Furthermore, this Declaration can be amended with the consent of less than the number of Unit Owners and Mortgagees required under 12.01, above, as follows:

(a) This Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions.

(b) This Declaration and the Condominium Plat can also be amended pursuant to Section 7.01 to provide for relocation of boundaries between adjacent Units, unit separation or merger of Units.

(c) This Declaration can be amended pursuant to Section 703.09(4) of the Wisconsin Statutes.

## ARTICLE XIII

### REMEDIES

13.01 The Association shall have the first right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or entity violating or attempting to violate any provision of the Declaration, either to restrain or cure the violation or to recover damages, or both, for a period (the "Consideration Period") which shall include 30 days from the date of the filing with the Association of a petition by any person or entity who shall be a Unit Owner subject to this Declaration on the date of the filing (the "Petitioner"), petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other person or entity. Nothing herein shall be deemed to limit the rights of the City of Milwaukee or any other governmental authority having jurisdiction to enforce any zoning codes, ordinances, regulations or other requirements which may be identical or similar to the requirements of this Declaration. The Consideration Period shall be a period for the consideration of the petition by the Association. In the event 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 (except for the collection of charges and assessments under Article VI), to the extent that the Petitioner shall so have petitioned, by proceedings at law or in equity against any person or entity violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to

recover damages, or both; provided, however, that the Petitioner and each such person or entity against which the proceedings are to be brought 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 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. The Association or the Petitioner, as the case may be, shall have the right to recover court costs and reasonable attorneys' fees in any action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration in which the Association or the Petitioner is the prevailing party. Any damages collected by the Association shall be distributed, first, to pay for all costs of enforcement, and secondly to the Unit Owners of the Units damaged by the violation pro rata based upon the extent to which each Unit has been damaged. Notwithstanding anything to the contrary in this Declaration, if a Unit Owner, in good faith, determines in its reasonable discretion that delaying its enforcement of the provisions of this Declaration as contemplated by this Section 13.01 could negatively affect such Unit Owner or its Unit, then such Unit Owner, after providing written notice of such determination to the Association, may immediately enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or entity violating or attempting to violate any provision of the Declaration, either to restrain or cure the violation or to recover damages.

## ARTICLE XIV

### GENERAL

#### 14.01 Easements.

(a) The Declarant hereby reserves for the Association acting by and in the discretion of its Board of Directors, the rights to grant to the City of Milwaukee and County of Milwaukee or utility companies, easements and rights-of-way for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains, and similar services and for performing any utility function that the Board of Directors of the Association may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as practical in underground pipes or other conduits, along with the any other rights deemed acceptable to the Board of Directors of the Association.

(b) By acceptance of a Condominium Deed, each Unit Owner shall have granted a right of entry and access to its Unit to the Association to: (i) correct any condition originating in its Unit and threatening another Unit or the Common Elements; (ii) install, alter or repair mechanical systems, plumbing systems, or HVAC Systems, electrical systems or other Common Elements serving or affecting other Units; and (iii) maintain and repair Common Elements, Limited Common Elements and other areas as described in Section 6.04. Such entry shall be made with prior notice to the Unit Owners, and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when injury or property damage will result from delayed entry. Such entry shall be done with as little inconvenience to the Unit Owners as practical, and any damage caused thereby

shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Unit or Units for cause in the discretion of the Board of Directors.

(c) During any period of construction of the Building and other improvements on the Property by the Declarant, the Declarant and its contractors, and subcontractors, and their respective agents and employees, shall have access to Units, all Common Elements as may be required in connection with said construction and shall have easements for the installation and construction of Buildings, Units, Common Elements, improvements, utilities, driveways, parking areas, landscaping and other repairing or servicing of all or any part of the Condominium.

(d) The Association, and any committee of the Association, person and property manager which the Association may appoint, may enter any Unit upon reasonable prior notice to the Unit Owners of such Unit (or upon no notice, if an emergency exists or such access is necessary to prevent damage to the Common Elements, Limited Common Elements or other Units) for the purpose of curing a dangerous condition, or gaining access to any Common Element or Limited Common Element in order to inspect, install, maintain, replace or repair the same. Further, any insurance inspector permitted by the Association may enter any Unit for the purpose of gaining access to such Common Element or Limited Common Element to inspect the same. The Association shall repair at its expense any damage caused by access to any Unit by any person in accordance with this Section.

(e) The Declarant hereby reserves for the benefit of Units 200 and 300 and their owners, tenants, invitees, guests, employees, and agents an ingress and egress easement over, upon, and through the Surface Parking Area for the purpose of: (i) vehicular and pedestrian access to the garbage disposal areas located within the Surface Parking Area; (ii) pedestrian access to the back door of Unit 300; (iii) pedestrian access to the Unit 200 Leasing Office and stairwells; and (vi) vehicular and pedestrian access to the ramp leading to the underground parking of Unit 200.

14.02 Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the agent for service of process specified in Section 14.04. All owners shall provide the secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

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

14.04 Agent for Service of Process. The name and address of the registered agent under Section 703.23 of the Wisconsin Statutes is HSI Development Partners, LLC, 20975 Swenson Drive, Suite 395, Waukesha, WI 53186. The registered agent may be changed by the Association in any manner required by law.

14.05 Assignment of Declarant's Rights. The rights and powers granted to the party named as "Declarant" in this Declaration may be assigned by a written, recorded amendment to any other party who assumes such rights and powers in accordance with Section 703.09(4) of the Wisconsin Statutes. Upon the recording of any such amendment, such assignee shall become "Declarant" under this Declaration to the extent of the rights and powers assigned and shall succeed to all rights and powers granted to "Declarant" under this Declaration that were the subject of the amendment. Such amendment need be signed only by the assignor and assignee named therein.

14.06 Conflicts.

(a) In the event a conflict exists among any provisions of this Declaration, the Articles, the Bylaws and the Rules and Regulations, the Declaration shall prevail over the Articles, Bylaws and Rules and Regulations; the Articles shall prevail over the Bylaws and the Rules and Regulations; and the Bylaws shall prevail over the Rules and Regulations.

(b) The Property is also subject to that certain East Library Purchase, Sale & Development Agreement dated June 11, 2012, as amended on May 20, 2013 and recorded on May 21, 2013 at the Milwaukee County Register of Deeds Office as Document No. 10250763 ("Development Agreement"). In the event a conflict exists among any provisions of the Development Agreement and this Declaration, the Articles, the Bylaws or the Rules and Regulations, the Development Agreement shall prevail over this Declaration, the Articles, Bylaws and Rules and Regulations except that the Declaration shall prevail over the Development Agreement with respect to the provisions of Section 29.B. of the Development Agreement and the definitions of the Units of the Condominium.

[Execution Page Follows]

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this day 23 of May, 2013.

**HSI EAST LIBRARY RESIDENTIAL, LLC**

**By: HSI Development Partners, LLC**

By [Signature]  
Ryan Schultz, a manager

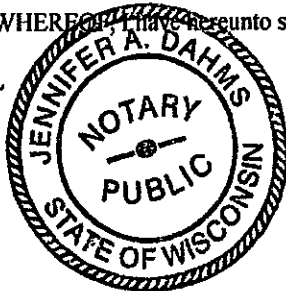
By [Signature]  
Brett Haney, a manager

STATE OF WISCONSIN )  
COUNTY OF Milwaukee ) ss.

Personally came before me this 23 day of May, 2013, Ryan Schultz, to me known to me known to be a manager of the Manager of HSI East Library Residential, LLC and being authorized so to do, executed the foregoing Agreement for the purposes therein contained for and on behalf of HSI East Library Residential, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

SEAL



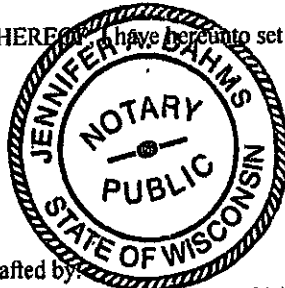
[Signature]  
Notary Public,  
Milwaukee County  
My commission exp. 1-1-2017

STATE OF WISCONSIN )  
COUNTY OF Milwaukee ) ss.

Personally came before me this 23<sup>rd</sup> day of May, 2013, Brett Haney, to me known to me known to be a manager of the Manager of HSI East Library Residential, LLC and being authorized so to do, executed the foregoing Agreement for the purposes therein contained for and on behalf of HSI East Library Residential, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

SEAL



[Signature]  
Notary Public,  
Milwaukee County  
My commission exp. 1-1-2017

This document drafted by:  
Daniel A. Kaminsky, Davis & Kuelthau, and Mary L. Schanning, Milwaukee City Attorney's Office.

1125-2011-2953:178667

## EXHIBIT A

### Legal Description

All that certain parcel or parcels of land located in the City of Milwaukee, County of Milwaukee, State of Wisconsin, more particularly described as follows:

Lot 1, Certified Survey Map No. 8529, recorded as Document No. 10251395, being a division of Lots 11, 12, 13, 14, 15, 16, 17 and 18 and part of Lot 10 in Block 210 an the vacated South 5.5 feet of East Thomas Avenue adjacent to Lot 18, in Murray's Addition, located in the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 15, Town 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin

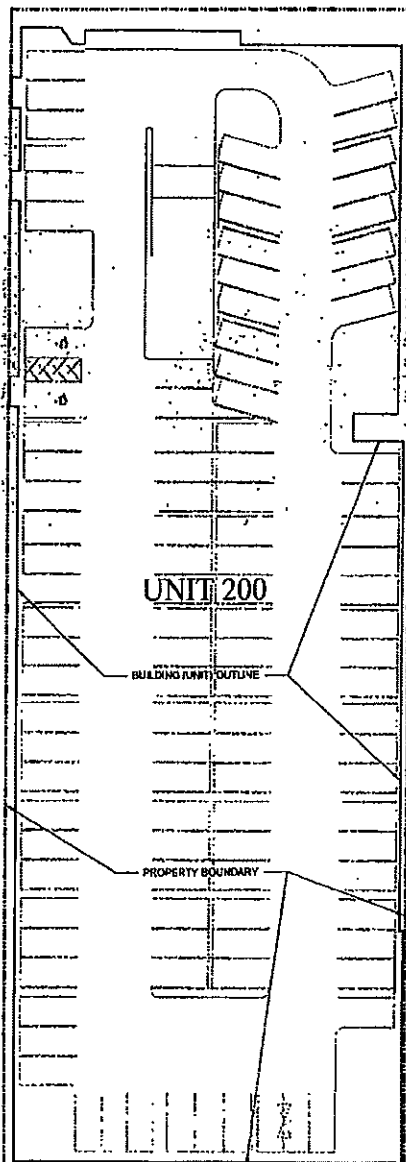
Address: 1910 East North Avenue  
Tax Key Number: 319-0772-110-0

**EXHIBIT B**  
**Condominium Plat**  
**(attached)**

**NOTE:** The attached condominium plat is for representational purposes only not to be construed as actual size.



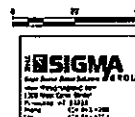
**THE STANDARD AT EAST LIBRARY CONDOMINIUM**  
CITY OF MILWAUKEE, MILWAUKEE COUNTY



- LEGEND
- 6" P-4 HALL/STAIRWELL
  - 3/4" DIA. REBAR
  - ◆ OUT CROSS H. DOOR SITE

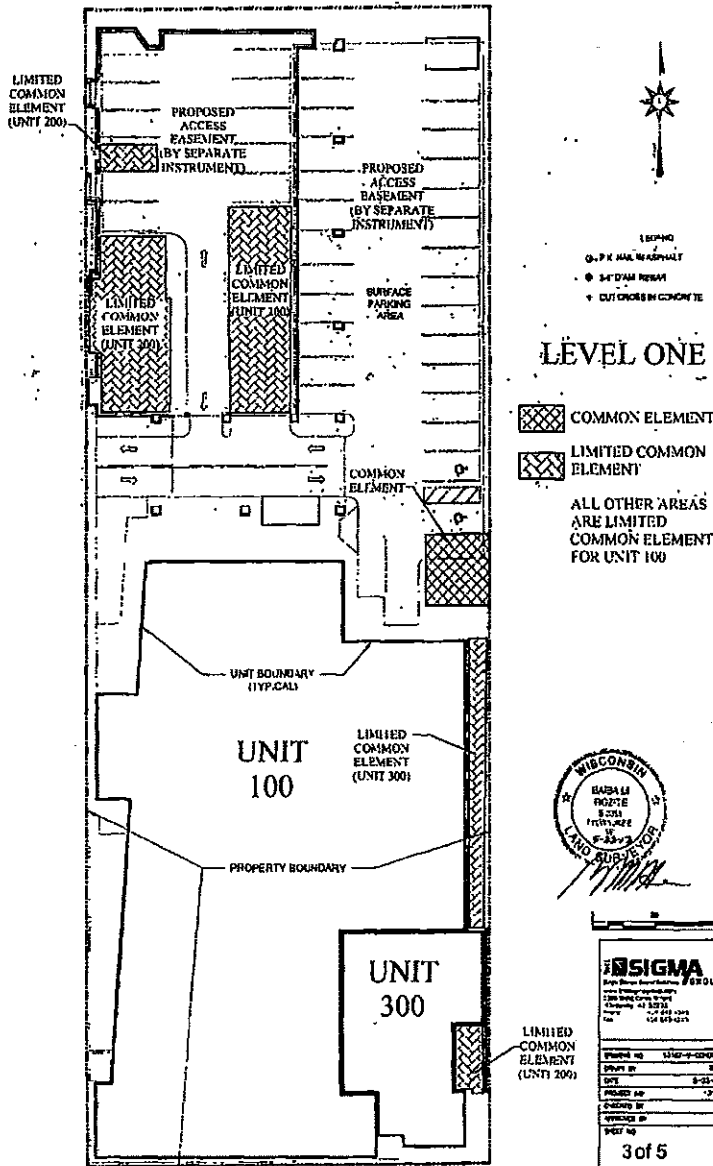
**LOWER LEVEL**

THERE ARE NO  
COMMON ELEMENTS  
ON THIS LEVEL

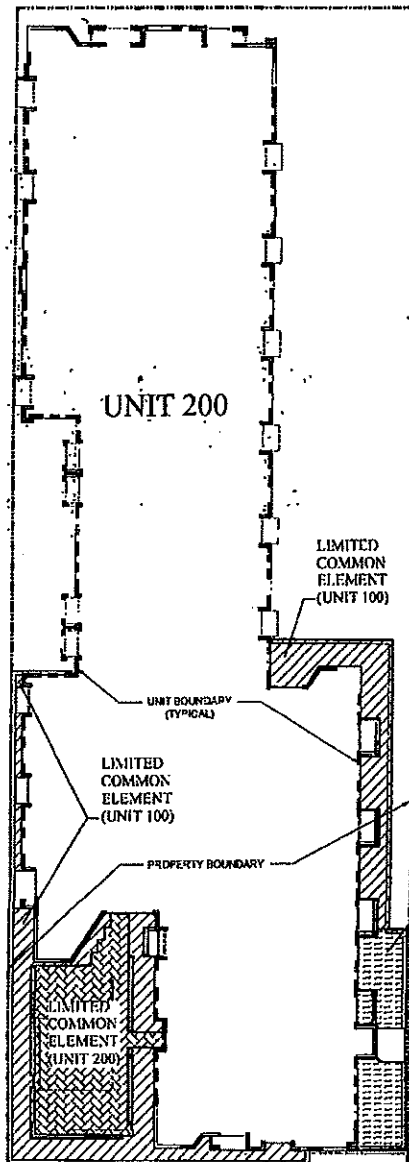


|             |                |
|-------------|----------------|
| Drawing No. | 13-07-N-0000-1 |
| Drawn by    | BAC            |
| DATE        | 8-22-12        |
| PROJECT NO. | 7187           |
| GROUP #     |                |
| APPROVED BY |                |
| DATE        | 8-22-12        |

**THE STANDARD AT EAST LIBRARY CONDOMINIUM**  
CITY OF MILWAUKEE, MILWAUKEE COUNTY



THE STANDARD AT EAST LIBRARY CONDOMINIUM  
CITY OF MILWAUKEE, MILWAUKEE COUNTY



LEGEND  
CL. P. E. H. H. IN ASPHALT  
● 3/4" DIA. REBAR  
+ CUT GROVES IN CONCRETE

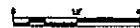
LEVEL TWO

- LIMITED COMMON ELEMENT (UNIT 200)
- LIMITED COMMON ELEMENT (UNIT 100, ROOF BALLAST)
- LIMITED COMMON ELEMENT (UNIT 300, ROOF BALLAST)

THERE ARE NO COMMON ELEMENTS ON THIS LEVEL



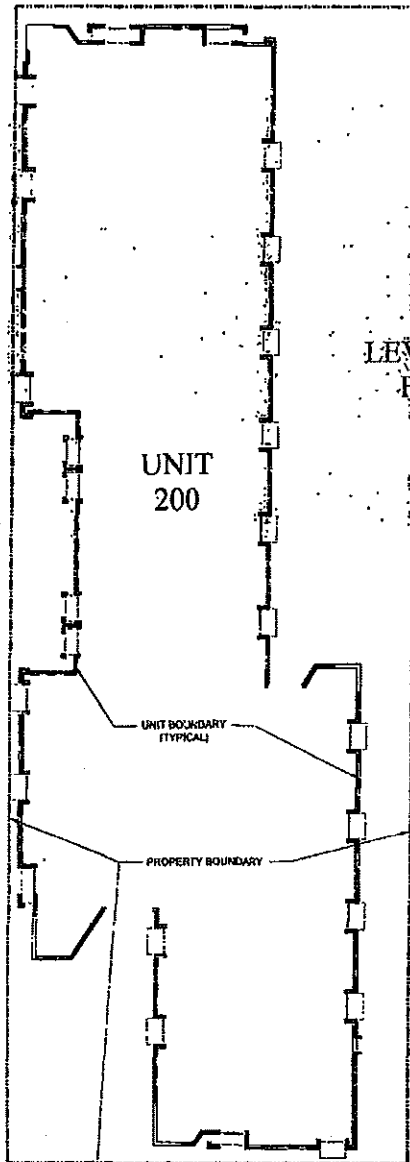
LIMITED COMMON ELEMENT (UNIT 300)



**SIGMA GROUP**  
Surveying & Mapping  
1200 East Capitol Street  
Milwaukee, WI 53211  
Tel: 414.224.1226  
Fax: 414.224.1228

DRAWN BY: J. J. J. J. J.  
DATE: 8-13-13  
CHECKED BY: J. J. J. J. J.  
DATE: 8-13-13  
APPROVED BY: J. J. J. J. J.  
DATE: 8-13-13

THE STANDARD AT EAST LIBRARY CONDOMINIUM  
CITY OF MILWAUKEE, MILWAUKEE COUNTY



LEGEND  
 ○ 4" x 6" H.W. ASPHALT  
 ● 3" x 6" H.W. ASPHALT  
 + CUT CROSSES IN CONCRETE

LEVELS THREE,  
FOUR AND  
FIVE

UNIT-200 (ENTIRE)

THERE ARE NO  
COMMON  
ELEMENTS ON  
THESE LEVELS



|                           |                  |
|---------------------------|------------------|
| <b>SIGMA</b>              |                  |
| Surveying & Mapping, Inc. |                  |
| 1207 West Capitol Avenue  |                  |
| Milwaukee, WI 53233       |                  |
| Phone: 414-941-4225       |                  |
| Fax: 414-941-4225         |                  |
| Drawn by                  | 12-07-14-00000-1 |
| Check by                  | 12-07-14-00000-1 |
| DATE                      | 5-25-14          |
| PROJECT NO.               | 12122            |
| CHECKED BY                |                  |
| APPROVED BY               |                  |
| SHEET NO.                 | 5 of 5           |