



STATE OF WISCONSIN PROPERTY TAX EXEMPTION REQUEST

State law requires owners seeking exemption of a property for the current assessment year to file this form along with any necessary attachments. **Failure to complete this form in its entirety may result in denial of exemption.** The completed form and attachments must be filed with the assessor in the taxation district where the property is located by **March 1** to be eligible for the current assessment year. See sec. [70.11](#), Wis. Stats., and the [Wisconsin Property Assessment Manual](#) for additional property tax exemption information. If more space is needed for any questions, use the "Additional Information" box on page 4 or attach additional sheets.

SECTION 1 – APPLICANT INFORMATION

1. Applicant Name Wisconsin Lutheran High School Conference	Date 02 / 26 / 2021
--	------------------------

2. Applicant is Sole proprietorship WI Chapter 181 corporation WI unincorporated nonprofit association
 Other (*please explain*): WI Chapter 187 organization

3. Contact person: Rev. Dr. Kenneth J. Fisher Address: 330 N. Glenview Avenue Milwaukee, Wisconsin 53213 Telephone number(s): (414) 453-4567 Email: ken.fisher@wlhs.org Relationship to applicant: President	4. Registered agent: Rev. Dr. Kenneth J. Fisher Address: 330 N. Gleview Avenue Milwaukee, Wisconsin 53213 Telephone number(s): (414) 453-4567 Email: ken.fisher@wlhs.org
---	--

5. Mailing address and phone number of Applicant if different than Contact Person:
 Same as above

6. Identify each organizational officer, the officer's address, the telephone number and the position held within the requesting organization.

7a. Please identify the use of the property:

<input type="checkbox"/> Agricultural Fair	<input type="checkbox"/> Library	<input type="checkbox"/> Rehabilitation	<input type="checkbox"/> Fraternity
<input type="checkbox"/> YMCA/YWCA	<input type="checkbox"/> Fire Company	<input type="checkbox"/> Military	<input type="checkbox"/> Hospital
<input type="checkbox"/> Cemetery	<input type="checkbox"/> Lions Camp	<input type="checkbox"/> Bible Camp	<input type="checkbox"/> Memorial
<input type="checkbox"/> Farmer's Temple	<input type="checkbox"/> Archaeological Site	<input type="checkbox"/> Art Gallery	<input type="checkbox"/> Charity
<input type="checkbox"/> Held for Public Interest	<input type="checkbox"/> Housing	<input type="checkbox"/> Disability Camps	<input type="checkbox"/> Labor Temple
<input type="checkbox"/> Industrial Development Agencies	<input type="checkbox"/> Waste Treatment	<input type="checkbox"/> Radio Station	<input type="checkbox"/> Medical Research
<input type="checkbox"/> Sports/Entertainment	<input type="checkbox"/> Humane Society	<input type="checkbox"/> Youth Hockey	<input type="checkbox"/> Theater
<input type="checkbox"/> Mental/Physical Disabled Camp	<input type="checkbox"/> Railroad Historic Society	<input type="checkbox"/> Youth Baseball Association	<input type="checkbox"/> Benevolent
<input type="checkbox"/> Local Exposition	<input type="checkbox"/> Historic/Architectural	<input type="checkbox"/> Dependent & Development Disability	
<input checked="" type="checkbox"/> Educational	<input checked="" type="checkbox"/> Religious	<input type="checkbox"/> Professional Sport/Entertainment Stadium	
<input type="checkbox"/> Women's Club	<input type="checkbox"/> Historical Society	<input type="checkbox"/> Other (<i>please explain in the "Additional information" box on page 4</i>)	

7b. Identify the precise statutory reference and language supporting the exemption.
 See attachment

8. State the organization's purpose, mission, and primary goal:
 See attachment.

9. Describe the services provided by the organization:
 High school education and related services. See attachment.

10. List the primary beneficiaries of the services:
 Students, parents of students, and local community. See attachment.

11. Is there a fee charged, or revenue earned, for services provided? Yes No N/A
 If Yes, what is the amount of the fee charged or revenue earned?

12. Do you provide any free service? Yes No N/A
 If Yes, explain: Student support, education and food service.

13. What percent of recipients receive free service (on an annual basis) N/A _____ 36 %

14. Do you provide service to anyone at below market or reduced rates? Yes No N/A
 If Yes, explain: See attachment.

SECTION 4 – ATTACHMENTS

31. ATTACH COPIES OF THE FOLLOWING DOCUMENTS:

A. Documents regarding applicant, owner, tenant(s), or occupant(s) of the Subject Property (where applicable):

1. Proof of non-profit status (e.g. Determination Letter under I.R.C. 501(c)(3)).
2. Partnership Agreement, Association Documents, Articles of Incorporation, Charter and By-laws, including any amendments thereto.
3. Latest annual report filed with State Department of Financial Institutions.
4. Curriculum of educational courses offered.
5. Part II of Form 1023 (Application for Recognition of Exemption) filed with the Internal Revenue Service.
6. Form 990 (Return of Organization Exempt from Income Tax).
7. Form 990T (Exempt Organization Business Income Tax Return).
8. Ordination papers for the occupants if the Subject Property is to be considered eligible as housing for pastors and their ordained assistants, members of religious order and communities, or ordained teachers.
9. Leases and subleases affecting the Subject Property or any part thereof, including all amendments thereto.
10. Concessionaire agreements, license agreements, and other documents regarding the use of occupancy of the Subject Property or any part thereof, including all amendments thereto.
11. Covenants, restrictions, rules and regulations (recorded or unrecorded), and all amendments thereto, affecting use or occupancy of the Subject Property or title thereto and all amendments thereto.
12. Mortgages (recorded or unrecorded) affecting the Subject Property.
13. Copy of the documents listed in 1 through 12 above as the same relate to any tenant or occupant of the property.
14. Any other information that would aid in determining exempt status.

B. Documents regarding the Subject Property:

1. Survey of the Subject Property. This includes certified survey maps and subdivision maps and plats.
2. An Appraisal of the Subject Property.
3. Deeds or instruments of conveyance by which organization acquired interest in the Subject Property.
4. Any other information that would aid in determining exempt status.

SECTION 5 – AFFIDAVIT

Under penalties of perjury, I, on behalf of the above-named organization/Applicant, hereby certify that I am authorized to sign and submit this application, and that the information and documents submitted herewith are true and correct to the best of my knowledge and belief.

Title President	Telephone (414) 453 – 4567	Date 2 / 24 / 21
Signature 	Name (printed) Rev. Dr. Kenneth J. Fisher	

STATE OF WISCONSIN
COUNTY OF: Milwaukee

Subscribed and sworn to before me this 24 day of February, 2021


Notary Public
My Commission expires on 10/14/2022



SECTION 4 – ATTACHMENTS

31. ATTACH COPIES OF THE FOLLOWING DOCUMENTS:

A. Documents regarding applicant, owner, tenant(s), or occupant(s) of the Subject Property (where applicable):

1. Proof of non-profit status (e.g. Determination Letter under I.R.C. 501(c)(3)).
2. Partnership Agreement, Association Documents, Articles of Incorporation, Charter and By-laws, including any amendments thereto.
3. Latest annual report filed with State Department of Financial Institutions.
4. Curriculum of educational courses offered.
5. Part II of Form 1023 (Application for Recognition of Exemption) filed with the Internal Revenue Service.
6. Form 990 (Return of Organization Exempt from Income Tax).
7. Form 990T (Exempt Organization Business Income Tax Return).
8. Ordination papers for the occupants if the Subject Property is to be considered eligible as housing for pastors and their ordained assistants, members of religious order and communities, or ordained teachers.
9. Leases and subleases affecting the Subject Property or any part thereof, including all amendments thereto.
10. Concessionaire agreements, license agreements, and other documents regarding the use of occupancy of the Subject Property or any part thereof, including all amendments thereto.
11. Covenants, restrictions, rules and regulations (recorded or unrecorded), and all amendments thereto, affecting use or occupancy of the Subject Property or title thereto and all amendments thereto.
12. Mortgages (recorded or unrecorded) affecting the Subject Property.
13. Copy of the documents listed in 1 through 12 above as the same relate to any tenant or occupant of the property.
14. Any other information that would aid in determining exempt status.

B. Documents regarding the Subject Property:

1. Survey of the Subject Property. This includes certified survey maps and subdivision maps and plats.
2. An Appraisal of the Subject Property.
3. Deeds or instruments of conveyance by which organization acquired interest in the Subject Property.
4. Any other information that would aid in determining exempt status.

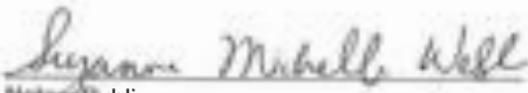
SECTION 5 – AFFIDAVIT

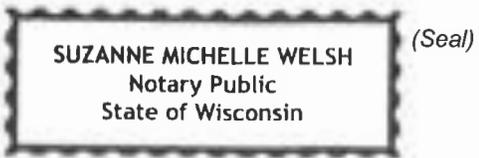
Under penalties of perjury, I, on behalf of the above-named organization/Applicant, hereby certify that I am authorized to sign and submit this application, and that the information and documents submitted herewith are true and correct to the best of my knowledge and belief.

Title President	Telephone (414) 453 – 4567	Date 2 / 24 / 21
Signature 	Name (printed) Rev. Dr. Kenneth J. Fisher	

STATE OF WISCONSIN
COUNTY OF: Milwaukee

Subscribed and sworn to before me this 24 day of February, 2021


Notary Public
My Commission expires on 10/14/2022



Note: The following text is an excerpt from Stat., Sec. 70.11. Refer to current Wisconsin Statutes for the complete language or sections applicable to the exemption of property from taxation.

70.11 Property exempted from taxation. The property described in this section is exempted from general property taxes if the property is exempt under sub. (1), (2), (18), (21), (27) or (30); if it was exempt for the previous year and its use, occupancy or ownership did not change in a way that makes it taxable; if the property was taxable for the previous year, the use, occupancy or ownership of the property changed in a way that makes it exempt and its owner, on or before March 1, files with the assessor of the taxation district where the property is located a form that the department of revenue prescribes or if the property did not exist in the previous year and its owner, on or before March 1, files with the assessor of the taxation district where the property is located a form that the department of revenue prescribes. Except as provided in subs. (3m)(c), (4)(b), (4a) (f), and (4d), leasing a part of the property described in this section does not render it taxable if the lessor uses all of the leasehold income for maintenance of the leased property, construction debt retirement of the leased property or both and if the lessee would be exempt from taxation under this chapter if it owned the property. Any lessor who claims that leased property is exempt from taxation under this chapter shall, upon request by the tax assessor, provide records relating to the lessor's use of the income from the leased property.

Additional information:

See attachment.

**ATTACHMENT TO
STATE OF WISCONSIN PROPERTY TAX EXEMPTION REQUEST**

OWNER: WISCONSIN LUTHERAN HIGH SCHOOL
CONFERENCE

PROPERTY: 8041 W. Bluemound Road, Unit 1
Milwaukee, WI 53213

TAX PARCEL NO: 4070951000

LEGAL DESCRIPTION:

UNIT 1, TOGETHER WITH SAID UNIT'S UNDIVIDED INTEREST IN THE COMMON ELEMENTS AND THE EXCLUSIVE USE OF THE LIMITED COMMON ELEMENTS APPURTENANT TO SAID UNIT, ALL IN APARTMENTS AT WLHS CONDOMINIUM, A CONDOMINIUM DECLARED AND EXISTING UNDER AND BY VIRTUE OF THE CONDOMINIUM OWNERSHIP ACT OF THE STATE OF WISCONSIN, BY A DECLARATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY, WISCONSIN, ON AUGUST 09, 2018, AS DOCUMENT NO. 10802260; SAID CONDOMINIUM BEING LOCATED IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.

SECTION 1 APPLICANT INFORMATION Additional Information

No. 6 – Board and Officers of WLHS

Mr. Henry Asik
5620 S. Nicolet Drive
New Berlin, WI 53150

Mr. Nate Baer
N28W22570 Peachwood Ct
Waukesha, WI 53186

Mr. Andrew Baxter
635 Pleasant View Street
Wauwatosa, WI 53226

Rev. David Bitter
6723 W Howard Ave
Milwaukee, WI 53220

Rev. Brady Coleman
3841 N. 79th Street
Milwaukee, WI 53222

Mr. Ryan Festerling – Chairman
W266N2640 Meadowbrook Road
Pewaukee, WI 53072

Mr. Mike Henning
5908 W. Kinnickinnic River Pkwy
West Allis, WI 53219

Mr. Ryan Oertel – Vice Chair
N27W22460 Burningwood Ln
Waukesha, WI 53186

Mr. Benjamin Sanchez
3432 South 9th Place
Milwaukee, WI 53215

Mr. Larry Totsky
N65W14482 Redwood Dr.
Menomonee Falls, WI 53051

Rev. Dr. Kenneth J. Fisher – President
330 N. Glenview Ave
Milwaukee, WI 53213

Mr. Brett Baade
5260 S 19th St
Milwaukee, WI 53221

Mr. Joshua Bauer
6875 N 107th St
Milwaukee, WI 53224

Mr. Scott Beyer – Treasurer
S74 W15371 Knollwood Ct
Muskego, WI 53150

Rev. Phil Casmer
W222N2193 Glenwood Ln
Waukesha, WI 53186

Mr. Robert Dusseau
8804 Ravenswood Circle
Wauwatosa, WI 53226

Mr. James Goldschmidt – Secretary
2039 W. Ramsey Ave.
Milwaukee, WI 53221

Dr. John Kolander
2930 San Juan Trail
Brookfield, WI 53005

Mr. Matt Reinke
1000 Parkton Drive
Waukesha, WI 53189

Mr. Corey Tipton
5915 W. Holt Ave.
Milwaukee, WI 53219

Rev. Chad Walta
1310 South 29 Street
Milwaukee, WI 53215

No. 7b – Identify the precise statutory reference and language supporting the exemption.

Wis. Stat. 70.11(4)(a): Property owned and used exclusively by educational institutions offering regular courses 6 months in the year; or by churches or religious, educational or benevolent associations.

Wis. Stat. 70.11(4)(a): Property owned by churches or religious associations necessary for location and convenience of buildings, used for educational purposes and not for profit, shall not be subject to the 10-acre limitation but shall be subject to a 30-acre limitation.

No. 8 – State the organization’s purpose, mission, and primary goal:

WLHS prepares young adults for productive, Christ-centered lives in a diverse world. Since 1903, WLHS has helped students develop Biblical values and personal skills necessary for a lifetime of service to Jesus in students’ homes, churches, careers, and communities.

Wisconsin Lutheran High School (WLHS) is one of the largest and most comprehensive private Christian high schools in the Greater Milwaukee area, and is the oldest Lutheran high school in the United States, with a rich history dating back to 1903. WLHS combines faith, opportunity, character, unity, and support to give its students the best possible high school experience to prepare them for a future of real success through worship, education, the arts, leadership programs, mission trips, and community service.

No. 9 – Describe the services provided by the organization:

WLHS is a nonprofit organization substantially and primarily devoted to educational purposes. WLHS provides traditional educational activities through systematic instruction directed to an indefinite group of people available to the entire community. WLHS provides its students with an education through its teaching staff that are experienced and qualified in secondary education, as well as regular education.

WLHS offers 140+ courses including advance-placement, engineering, fine arts, world languages, trade and technology, business education, theology, and much more. WLHS teachers and guidance staff are trained and highly professional who build Christian character and influence students for a lifetime to help prepare students for the realities of higher education and careers.

WLHS is one of the most diverse, cross-cultural schools of its size—public or private—in Milwaukee. At WLHS, students of diverse colors, cultures, and ethnicities “do life together.” They experience unity in faith, in forgiveness, and in working together for important causes. Through shared experiences, they learn to understand, love, and respect each other.

WLHS’s educational services benefit the general public by lessening the burden on traditional public and private schools and providing the individualized attention needed by students that traditional public and private schools struggle and/or fail to provide.

No. 10 – List the primary beneficiaries of the services:

WLHS services benefit students, parents of students, and the local community. The direct service area is the geographic area of the Wisconsin Evangelical Lutheran Synod, but WLHS does seek and welcome all young men and women who desire a comprehensive, Christ-centered secondary education.

No. 11 – Is there a fee charged, or revenue earned, for services provided? If yes, what is the amount of the fee charged or revenue earned?

Tuition is charged in the amount of \$12,700 per year. Student tuition covers approximately 65% of the total cost of the services and programs WLHS provides to its students. Residency costs \$10,500.

Many students are unable to cover the cost of their tuition, and therefore require additional assistance, which may be obtained through various scholarships, vouchers, and other financial assistance.

No. 12 – Do you provide any free service? If yes, explain:

The school provides scholarships, vouchers and other financial assistance to eligible students.

No. 14 – Do you provide service to anyone at below market or reduced rates? If yes, explain:

The tuition charged does not fully cover the costs incurred by WLHS in educating its students. Students of low income families are provided various educational services, financial assistance and scholarships to help relieve or reduce the burden of tuition.

SECTION 2 SUBJECT PROPERTY INFORMATION Additional Information

No. 19 – Subject Property

Legal Description of the Premises

UNIT 1, TOGETHER WITH SAID UNIT'S UNDIVIDED INTEREST IN THE COMMON ELEMENTS AND THE EXCLUSIVE USE OF THE LIMITED COMMON ELEMENTS APPURTENANT TO SAID UNIT, ALL IN APARTMENTS AT WLHS CONDOMINIUM, A CONDOMINIUM DECLARED AND EXISTING UNDER AND BY VIRTUE OF THE CONDOMINIUM OWNERSHIP ACT OF THE STATE OF WISCONSIN, BY A DECLARATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY, WISCONSIN, ON AUGUST 09, 2018, AS DOCUMENT NO. 10802260; SAID CONDOMINIUM BEING LOCATED IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.

Tax Key No: 4070951000

Address: 8041 W. Bluemound Rd.

Acres: 0.998 Acres

No. 26 – Explain precisely how Applicant actually uses the Subject Property:

WLHS's property located at 330 North Glenview Avenue, Milwaukee, Wisconsin 53213 is an approximately 11-12 acre property that is currently exempt. This property has been recognized by the City of Milwaukee as tax-exempt under the same statute as property owned and used by church or religious association.

On December 30, 2020, WLHS acquired Unit 1 of the property located at 8041 West Bluemound Road ("**Honey Creek Hall**") to advance WLHS's mission and purpose. Honey Creek Hall is contiguous to the current School Parcel.

The subject property, known as Honey Creek Hall, will serve the Residential Curriculum within the Residential Program. Honey Creek Hall will provide systematic, guided educational instruction taught by WLHS's professional educators for at least 6 months in the year. Specifically, the curriculum at Honey Creek Hall will involve education instruction opportunities including, but not limited to, the American Student Mentor to New International students program, Global Leadership team, theology, co-curricular activities, family and consumer education, physical education, and English education for all of WLHS's students. In addition to the primary educational function of Honey Creek Hall, Honey Creek Hall will provide basic housing, outdoor classroom areas, physical recreation areas, worship and bible study space and sleeping quarters for WLHS's domestic, local, and international students. Only WLHS students will reside in Honey Creek Hall.

No. 27. Explain in detail why Applicant feels the Subject Property qualifies for property tax exemption. Finally describe precisely how applicant and the Subject Property fit within that statutory language.

According to the Wisconsin Property Assessment Manual, in order to qualify for the exemption granted to educational institutions under Wis. Stat. § 70.11(4)(a), the property must meet the following criteria:

1. The organization must be an educational association;
2. The property must be owned and used exclusively for the purpose of such association;
3. The property must be 10 acres or less. Property owned by churches and religious associations used for educational purposes is subject to a 30-acre limitation;
4. The property must be necessary for the location and convenience of buildings;
5. The property must not be used for profit.

To qualify as an educational association under Wis. Stat. § 70.11(4), an organization must be a nonprofit organization substantially and primarily devoted to educational purposes. See *International Foundation of Employee Benefit Plans, Inc. v. City of Brookfield*, 95 Wis.2d 444, 290 N.W. 2d at 725 (Ct. App. 1980). Further, according to the Wisconsin Property Assessment Manual, the educational association must be engaged in “traditional” educational activities “and must provide systematic instruction, either formal or informal, directed to an indefinite class of persons. Furthermore, it must be a type of education which directly benefits the general public and would ordinarily be provided by the government or would in some way lessen the burden of government.” *Id.* At 456, 290 N.W.2d at 726.

WLHS meets all of the criteria for exemption under Wis. Stat. § 70.11(4)(a) and the Wisconsin Property Assessment Manual. WLHS acquired the Subject Property on December 30, 2020. The Subject Property is integrated with WLHS’s high school campus and is used as one site for educational and religious purposes. WLHS operates an educational association that offers regular courses six (6) months in the year, in addition to its worship services, which is consistent with Owner’s exempt purpose. WLHS occupies all of the Subject Property for an educational and/or religious purpose in accordance with Wis. Stat. § 70.11(4)(a), by providing traditional educational activities through systematic instruction directed to an indefinite group of people.

Owner is an IRS Sec. 501(c)(3) tax exempt organization whose purpose is to prepare young adults for productive, Christ-centered lives in a diverse world.

SECTION 4 ATTACHMENTS Owner has attached the following documents.

A. DOCUMENTS REGARDING THE APPLICATION, OWNER, TENANTS OR OCCUPANTS:

1. Schedule A-1 – Proof of Non-Profit Status

- A. Wisconsin Evangelical Lutheran Synod (WELS) letter dated December 21, 2020.
- B. IRS Letter dated September 21, 2000 applicable to WELS and its affiliates.
- C. IRS Determination Letter dated January 25, 1966 applicable to WELS and its affiliates

2. Schedule A-2 – Incorporation/Organization Documents

- A. Articles of Incorporation of Wisconsin Lutheran High School Conference
- B. Constitution and Bylaws of Wisconsin Lutheran High School Conference

3. Schedule A-3 – Latest Annual Report Filed with the State Department of Financial Institutions

- A. Not applicable to WLHS. See attached page from Wisconsin Department of Financial Institutions.

4. Schedule A-4 – Curriculum of Educational Courses Offered

- A. Curriculum/Residential Curriculum
- B. Wisconsin Evangelical Lutheran Synod School Accreditation (WELSSA) Accreditation Certificate
- C. Wisconsin Religious and Independent Schools Accreditation (WRISA) Certificate
- D. National Council for Private School (NCPSA) Accreditation Certificate
- E. National Federation of Nonpublic School State Accrediting Associations (NFNSSAA) Certificate of National Recognition

5. Schedule A-5 – Part II of Form 1023

Not applicable to this Tax Exemption Request

6. Schedule A-6 – Form 990 (Return of Organization Exempt from Income Tax)

Not applicable to this Tax Exemption Request

7. Schedule A-7 – Form 990T (Exempt Organization Business Income Tax Return)

Not applicable to this Tax Exemption Request

8. Schedule A-8 – Ordination Papers for the Occupants

Not Applicable to this Tax Exemption Request

9. Schedule A-9 – Leases and Subleases Affecting the Subject Property

Not Applicable to this Tax Exemption Request

10. Schedule A-10 – Concessionaire agreements, license agreements, and other documents regarding the use of occupancy of the Subject Property or any part thereof, including all amendments thereto.

Not Applicable to this Tax Exemption Request

11. Schedule A-11 – Covenants, Restrictions, Rules and Regulations (recorded or unrecorded)

- A. Covenants, conditions, restrictions, easements, limitations, reservations, terms, lien rights, provisions and charges, including, but not limited to, the use of, and the rights of others in and to the use of the limited common elements, contained in Declaration of Apartments at WLHS Condominium, recorded August 9, 2018, as Document No. 10802260.
- B. Modification and/or amendment by instrument: First Amendment to Declaration of Apartments at WLHS Condominium recorded December 12, 2018, as Document No. 10834343

12. Schedule A-12 – Mortgages (recorded or unrecorded)

- A. Mortgage

13. Schedule A-13 – Not Applicable

14. Schedule A-14 – Any other information that would aid in determining exempt status

- A. WLHS 2020 Report Card

B. DOCUMENTS REGARDING THE SUBJECT PROPERTY

1. Schedule B-1 – Survey of the Subject Property

- A. Plat of Condominium

2. Schedule B-2 – Appraisal of the Subject Property

- None

3. Schedule B-3 – Deeds or Instruments of Conveyance

- A. Special Warranty Deed between WLHS Apartments, LLC, as grantor, and Wisconsin Lutheran High School Conference, as grantee, dated December 30, 2020.

4. Schedule B-4 – Other Information

- N/A

SCHEDULE A-1

Proof of Non-Profit Status

- A. Wisconsin Evangelical Lutheran Synod (WELS) letter dated December 21, 2020.
- B. IRS Letter dated September 21, 2000 applicable to WELS and its affiliates.
- C. IRS Determination Letter dated January 25, 1966 applicable to WELS and its affiliates

December 21, 2020

GEN #1773
EIN: 39-0842084

TO WHOM IT MAY CONCERN:

This is to certify that Wisconsin Lutheran High School Conference, Milwaukee, Wisconsin, is a member of the Wisconsin Evangelical Lutheran Synod (WELS). The school is listed in the 2020 WELS Yearbook on page 165. Wisconsin Lutheran High School Conference's federal employer identification number (EIN) is 39-0888758.

As part of the WELS, the conference qualifies as a 501(c)(3) tax exempt organization under the WELS umbrella in Group 1773. The attached IRS group ruling determination letter dated January 25, 1966, as extended and continued by an additional group ruling determination letter dated September 21, 2000, demonstrates that the synod and all of its districts, congregations, educational, charitable and religious organizations are exempt from federal income tax as organizations described in Section 501(c)(3) of the Internal Revenue Code of 1994.

Filing federal income tax returns (Form 990) are optional and not required of exempt organizations, unless subject to taxable unrelated business income. See paragraph 5 of the 9/21/2000 IRS determination letter and paragraphs 4 and 5 of the 1/25/1966 IRS determination letter.

If you have any questions or need further information, please contact Beth Thornton via 414-256-3260 or Beth.Thornton@wels.net.

Sincerely,



Kyle Egan
WELS Chief Financial Officer

PDF Attachment

Internal Revenue Service**Department of the Treasury**

Date:

SEP 21 2000

Wisconsin Evangelical Lutheran Synod
2929 N. Mayfair Rd.
Milwaukee, WI 53222-4303

P.O. Box 2508
Cincinnati, OH 45201

Person to Contact:

John J. McGee
ID# 31169

Toll Free Telephone Number:
8:00 A.M. to 9:30 P.M. EST
877-829-5500

Fax Number:
513-263-3756

Federal Identification Number:
39-0842084

Dear Sir or Madam:

This is in response to your request to extend and continue the recognition of exempt status granted to the Wisconsin Evangelical Lutheran Synod and your subordinates. Effective August 1, 1997 you reorganized your legal structure under Wisconsin statutory law. The post-reorganization activities are substantively identical to the pre-reorganization activities.

In January 1966 we issued a group ruling determination letter that recognized your subordinates as exempt from federal income tax under section 501(a) of the Internal Revenue Code as organizations of the type described in section 501(c)(3). That letter is still in effect.

Based on the information submitted, we recognized the subordinates named on the list your organization supplied as exempt from federal income tax under section 501(c)(3) of the Code. Also, we classified those subordinates as organizations that are not private foundations because they are organizations of the type described in sections 509(a)(1) and 170(b)(1)(A)(i) of the Code.

Donors may deduct contributions to your organization's subordinates as provided in section 170 of the Code. Bequests, legacies, devises, transfers or gifts to the subordinates or for their use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Your organization and its subordinates are not required to file federal income tax returns unless subject to the tax on unrelated business income under section 511 of the Code. If subject to this tax, the organization must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization or its subordinates' present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

Unless specifically excepted, your organization and its subordinates are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid each employee during a calendar year. This does not apply, however, if your organization makes or has made a timely election under section 3121(w) of the Code to be exempt from such tax. Your organization and its subordinates are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

-2-

Wisconsin Evangelical Lutheran Synod
39-0842084

Each year, at least 90 days before the end of your organization's annual accounting period, please compile and forward the following information:

1. A statement describing any changes during the year in the purposes, character, or method of operation of your organization's subordinates;
2. A list showing the names, mailing addresses (including Postal ZIP Codes), actual addresses if different, and employer identification numbers of subordinates that:
 - a. Changed names or addresses;
 - b. Were deleted from the roster; or
 - c. Were added to the roster.
3. For those subordinates added, attach:
 - a. A statement that the information on which your organization's present group exemption letter is based applies to the new subordinates;
 - b. A statement that each has given your organization written authorization to add its name to the roster;
 - c. A list of those to which the Service previously issued exemption rulings or determination letters;
 - d. A statement that none of the subordinates is a private foundation as defined in section 509(a) of the Code if the group exemption letter covers organizations described in section 501(c)(3);
 - e. The street address of subordinates where the mailing address is a P.O. Box.
4. If applicable, a statement that your organization's group exemption roster did not change since the previous report.

The above information should be sent to the following address:

Internal Revenue Service Center
Attn: Entity Control Unit
Ogden, UT 84409

-3-

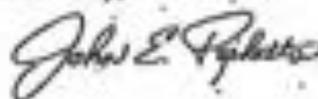
Wisconsin Evangelical Lutheran Synod
39-0842084

The law requires you to make available for public inspection a copy of your organization's exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of \$20 a day for each day you do not make these documents available for public inspection.

Your organization's Group Exemption Number is 1773.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



John E. Ricketts, Director, TE/GE
Customer Account Services



U.S. TREASURY DEPARTMENT
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

501(c)(3) letter

6.57.03

Important! Please!

IN REPLY REFER TO
T:EP:EO:R:3
R&D

Wisconsin Evangelical Lutheran
Synod
3512 West North Avenue
Milwaukee, Wisconsin 53208



JAN 25 1966

Gentlemen:

This refers to your request for a group ruling covering certain subordinate units and the information submitted in connection therewith.

In a ruling dated August 28, 1944, addressed to you under your former name, Evangelical Lutheran Joint Synod of Wisconsin and other States it was held that you are exempt from Federal income tax under the provisions of section 101(6) of the Internal Revenue Code of 1939, which corresponds to section 501(c)(3) of the 1954 Code.

Based upon the information presented, it is held that you and your districts, congregations, educational, charitable and religious organizations listed in your 1965 yearbook are exempt from Federal income tax as organizations described in section 501(c)(3) of the Internal Revenue Code of 1954, as it is shown that you and your listed districts, congregations, educational, charitable and religious organizations are organized and operated exclusively for religious, charitable and educational purposes. Any questions concerning excise, employment or other Federal taxes should be submitted to the appropriate District Director.

You and your listed districts, congregations, educational, charitable and religious organizations are not required to file Federal income tax returns so long as they retain a tax exempt status.

It will not be necessary for you and your listed districts, congregations, educational, charitable and religious organizations to file the annual return of information, Form 990-A, generally required of organizations exempt under section 501(c)(3) of the Code, as your listed districts, congregations, educational, charitable and religious organizations come within the specific exceptions contained in section 6033(a) of the Code.

-2-

Wisconsin Evangelical Lutheran
Synod

Contributions made to you and your listed districts, congregations, educational, charitable and religious organizations are deductible by donors as provided by section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to or for the use of your listed districts, congregations, educational, charitable and religious organizations are deductible for Federal estate and gift tax purposes as provided in sections 2055, 2106 and 2522 of the Code.

You and your listed districts, congregations, educational, charitable and religious organizations are not liable for the taxes imposed under the Federal Insurance Contributions Act (social security taxes) unless waiver of exemption certificates are, or have been filed as provided in such Act. Inquiries about the waiver of exemption certificates should be addressed to your District Director. Your listed districts, congregations, educational, charitable and religious organizations are not liable for the tax imposed under the Federal Unemployment Tax Act.

Please send us the following information, not later than 45 days after the close of each succeeding annual accounting period:

1. Lists showing the names and mailing addresses of your new districts, congregations, educational, charitable and religious organizations and the names and addresses of any districts, congregations, educational, charitable and religious organizations which have ceased to exist or have changed their names or addresses. The names should be arranged in alphabetical order or, if numerically designated only, in numerical order. In lieu of the lists referred to above you may furnish us with a copy of your published directory. Please send us one copy of the list or directory for this office and one copy for each District Director in which your districts, congregations, educational, charitable and religious organizations are located.
2. A statement signed by one of your principal officers stating whether or not the information upon which your original group ruling was based is applicable in all respects to the new districts, congregations, educational, charitable and religious organizations.

-3-

Wisconsin Evangelical Lutheran
Synod

3. A statement if, at the close of the year, there were no changes in your roster.
4. A statement of any changes in the character, purposes or method of operation of your organization or those of your districts, congregations, educational, charitable and religious organizations.
5. Duplicate copies of amendments to charters or bylaws of your organization or those of any of your districts, congregations, educational, charitable and religious organizations.

You should advise each of your listed districts, congregations, educational, charitable and religious organizations of the exemption and the pertinent provisions of this ruling.

This ruling is not applicable to any of your subordinate units organized and operated in a foreign country.

This ruling supersedes the ruling to you dated August 28, 1944. Moreover, this ruling supersedes the individual rulings of exemption in their individual names which were issued to your districts, congregations, educational, charitable and religious organizations. Among these superseded rulings are rulings to the following organizations:

Northwestern College, Watertown, Wisconsin
Winnebago Lutheran Academy Association, Fond du Lac, Wisconsin
Wisconsin Lutheran High School Conference, Milwaukee, Wisconsin

The organizations covered by this ruling should be advised that prior rulings holding them exempt from Federal income tax have been terminated by this ruling.

Further, this ruling does not apply to the Wisconsin Evangelical Lutheran Synod Foundation, Inc., 3512 West North Avenue, Milwaukee, Wisconsin 53208. It should file a separate application for exemption, Form 1023, if it makes a determination of its status.

-4-

Wisconsin Evangelical Lutheran
Synod

The District Directors concerned are being notified.

Very truly yours,



Chief, Rulings Section
Exempt Organizations Branch

N.B. Several years ago, the IRS assigned Group Exemption Number 1773 to the Synod which is also applicable to its subordinate units.

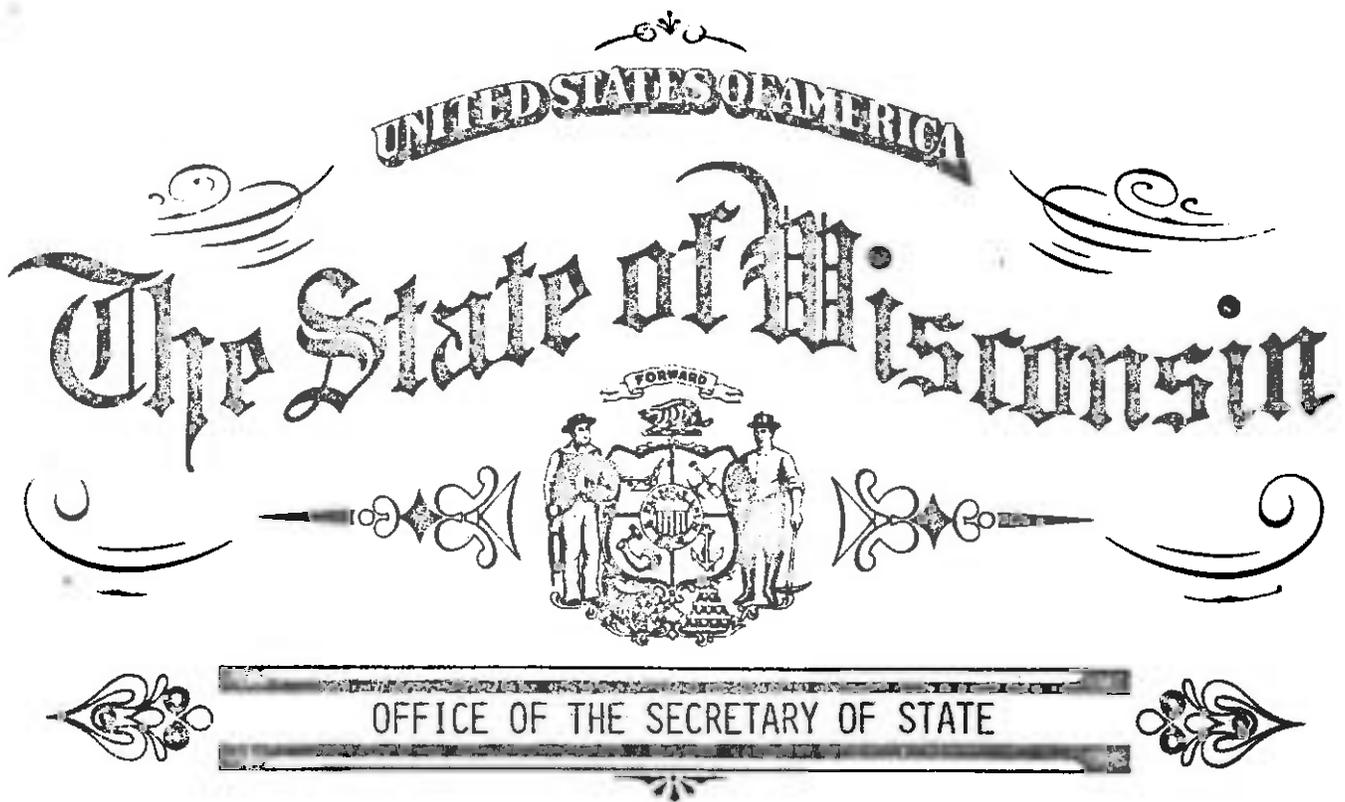
WELS - Fiscal Office

101777

SCHEDULE A-2

Organizational Documents

- A. Articles of Incorporation of Wisconsin Lutheran High School Conference
- B. Constitution and Bylaws of Wisconsin Lutheran High School Conference

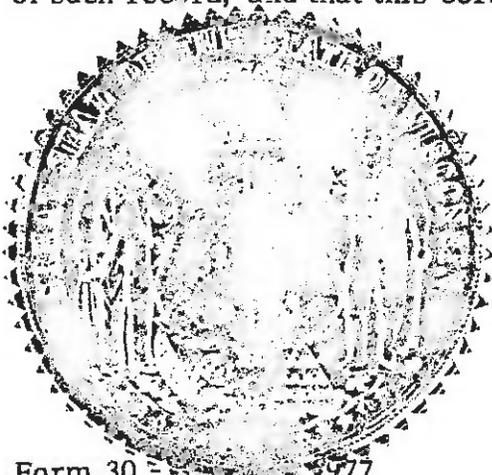


TO ALL TO WHOM THESE PRESENTS SHALL COME:

I, VEL PHILLIPS, Secretary of State of the State of Wisconsin and Keeper of the Great Seal thereof, do hereby certify that the annexed copy of

Articles of Incorporation (Filed April 7, 1952) of
WISCONSIN LUTHERAN HIGH SCHOOL CONFERENCE

has been compared by me with the record on file in this Office and that the same is a true copy thereof, and of the whole of such record; and that I am the legal custodian of such record, and that this certification is in due form.



IN TESTIMONY WHEREOF, I
have hereunto set my hand and
affixed the Great Seal of the
State in the City of Madison,
on February 9, 1979.

Vel Phillips
VEL PHILLIPS
Secretary of State

CERTIFICATE OF INCORPORATION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned:

Robert Krause
Carl Lawrenz
Erhard Pankow
Paul Pieper
Arthur Tacke
Arthur Voss
Arnold Meyer
C. F. Pape
M. H. Timmermann

Bruno Barg
Fred Bartz
Walter Bunge
Roland Eggebrecht
Arthur Haack
C. J. Niedfeldt
G. W. Sampe
Arthur Seidemann
Oscar Vogelpohl

members of the conference hereinafter named by vote of such body taken at its duly called meeting held on the 31st day of March, 1952 at Milwaukee, Wisconsin, and all others who now or hereafter may become associated with them in said body for the purpose of forming a corporation under Section 187.05 (3) of the laws of Wisconsin, declare:

1. The name of such organization shall be Wisconsin Lutheran High School Conference.
2. The principal office of the corporation shall be at 3624 W. North Avenue in the City of Milwaukee.
3. The membership, officers, and directors of the corporation are as set forth in its constitution hereto attached.
4. The corporation may amend its constitution as therein provided, and file with the Secretary of State a certificate thereof duly acknowledged.
5. Any affiliated corporation of Evangelical

may become a member of the corporation in the manner provided in its constitution.

<u>Arthur B. Tacke</u>	<u>Arnold C. Meyer</u>
<u>Arthur Haack</u>	<u>Arthur Seidemann</u>
<u>Carl F. Pape</u>	<u>G. W. Sampe</u>
<u>Arthur V. Voss</u>	<u>Carl Lawrenz</u>
<u>C. J. Niedfeldt</u>	<u>M. H. Timmermann</u>
<u>Fred H. Bartz</u>	<u>Bruno Barg</u>
<u>Bruno Barg</u>	<u>Paul Pieper</u>
<u>Walter Bunge</u>	<u>Erhard Pankow</u>
<u>Robert P. Krause</u>	<u>Roland Eggebrecht</u>

STATE OF WISCONSIN, }
Milwaukee County. } SS

Personally came before me, this 31st day of March, 1952, the above named Robert Krause, Carl Lawrenz, Erhard Pankow, Paul Pieper, Arthur Tacke, Arthur Voss, Arnold Meyer, C. F. Pape, M. H. Timmermann, Bruno Barg, Fred Bartz, Walter Bunge, Roland Eggebrecht, Arthur Haack, C. J. Niedfeldt, G. W. Sampe, Arthur Seidemann, Oscar Vogelpohl to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Ernst J. von Briesen
Notary Public, Milwaukee County, Wis.

My commission expires 6/21, 1953

WISCONSIN LUTHERAN HIGH SCHOOL CONFERENCE

Preamble

We, the duly authorized delegates of congregations of the Ev. Lutheran Joint Synod of Wisconsin and Other States in or near Milwaukee, mindful of Christ's command to teach all nations, and aware that the Lutheran high school is an effective means of keeping our adolescent youth under the influence of the Gospel, in lawfully constituted assembly do adopt the following constitution:

Article I - Name

The name of this organization shall be WISCONSIN LUTHERAN HIGH SCHOOL CONFERENCE.

Article II - Purpose

The purpose of this Conference, a non-stock corporation organized under the laws of the State of Wisconsin, shall be to establish, conduct, control, manage, and maintain one or more Lutheran high schools in or near the city of Milwaukee, Wisconsin, and to promote the cause and extend the scope of Christian education in keeping with the purpose and aim of this Conference.

Article III - Aim

It shall be the aim of this Conference to offer Christian education on the high school level in accordance with the confessional stand of the Ev. Lutheran Joint Synod of Wisconsin and Other States, in that this Conference accepts the canonical books of the Old and New Testaments as the divinely inspired and inerrant Word of God, submits to this as the only infallible authority in matters of doctrine, faith and life, and adheres to the Confessions of the Evangelical Lutheran Church embodied in the Book of Concord of 1580, because they are a correct presentation and exposition of the pure doctrine of the Word of God.

Article IV - Membership

Section 1. - Any congregation affiliated with the Ev. Lutheran Joint Synod of Wisconsin and Other States shall be eligible for membership.

Section 2. - Any eligible congregation desiring to join this Conference shall adopt a resolution to that effect and submit an official copy of it to the Board of Directors together with an application for membership.

Section 3. - Upon receipt of a proper application for membership the Board of Directors shall act upon the application and submit its recommendation at a meeting of the Conference. A majority vote shall be required for election to membership.

Article V - Delegates

Section 1. - Each congregation holding membership in the Conference shall select from its midst four delegates (and their alternates) who shall be accredited for their term of office to the Secretary of this Conference. These delegates, or in their absence their alternates, shall attend all meetings of the Conference. These delegates should preferably be the pastor, a duly-called male teacher, and two laymen. Delegates shall be held to make regular reports to their respective congregations.

Section 2. - At any meeting of the Conference only the accredited delegates shall be empowered to vote.

Article VI - Quorum

Duly accredited delegates present at any regular or duly called special meeting of the Conference shall constitute a quorum

Article VII - Termination of Membership

Section 1. - Member congregations who are no longer in fellowship with the Ev. Lutheran Joint Synod of Wisconsin and Other States forfeit all their rights in the Conference and its property.

Section 2. - Member congregations who for reasons that are not contrary to the Word of God desire to terminate their membership shall be peaceably released from the Conference. Such released members likewise relinquish all their rights in the Conference and its property.

Article VIII - Management

The administration of the affairs of the Conference shall be vested in a Board of Directors. This Board of Directors shall elect from its midst a President, a Vice-President, a Secretary, and a Treasurer, who shall serve in their respective capacities as officers of the Board and of the Conference. The composition of the Board and the number of Directors shall be regulated by the By-laws, but until the first regular meeting of the delegates May 26th, 1952, or as from time to time adjourned, the incorporators shall be the Board with authority to accept member congregations and generally to manage the Conference.

Article IX - Duties of Officers

The principal duties of the President shall be to preside at all meetings of the members and the Board of Directors and to have a general supervision of the affairs of the Conference.

The principal duties of the Vice-President shall be to discharge the duties of the President in the event of absence or disability, for any cause whatever, of the latter.

The principal duties of the Secretary shall be to countersign all deeds, leases and conveyances executed by the Conference, affix the seal of the Conference thereto, and to such other papers as shall be required or directed to be sealed, and to keep a record of the proceedings of the Board of Directors, and to safely and systematically keep all books, papers, records and documents belonging to the Conference, or in any wise pertaining to the business thereof, except the books and records incidental to the duties of the Treasurer.

The principal duties of the Treasurer shall be to keep and account for all moneys, credits and property, of any and every nature, of the Conference, which shall come into his hands, and keep an accurate account of all moneys received and disbursed, and proper vouchers for moneys disbursed, and to render such accounts, statements and inventories of moneys received and disbursed, and of money and property on hand, and generally of all matters pertaining to his office, as shall be required by the Board of Directors.

The Board of Directors may provide for the appointment of such additional officers as they may deem for the best interests of the Conference.

Whenever the Board of Directors may so order any two offices, the duties of which do not conflict, may be held by one person.

The said officers shall perform such additional or different duties as shall from time to time be imposed or required by the Board of Directors, or as may be prescribed from time to time by the by-laws.

Article X - Amendments

This constitution may be amended at any regular or special meeting of the Conference by a two-thirds majority of the votes cast, provided that a written copy of the proposed amendment and a written announcement of the meeting in which action shall be taken on it have been mailed to each member congregation and its delegates sixty days in advance of the meeting.

Article XI - Dissolution

Should future exigencies make the dissolution of this Conference necessary or desirable, all property of the Conference shall be disposed of in a manner which shall be determined by the Conference at the time of dissolution.

141-7325

See 157.05 (3)

CERTIFICATE OF INCORPORATION

AND CONSTITUTION

of

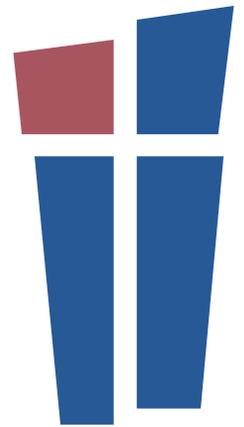
WISCONSIN LUTHERAN HIGH

SCHOOL CONFERENCE
OF WISCONSIN
DEPARTMENT OF STATE

DEPT. OF STATE
MAY 7 1952

FRED A. ZIMMERMAN
SECRETARY OF STATE

W. H. L.
man Buisser & man Buisser,
Buisser Bldg
atyp
McClure



Constitution and By-laws

of the Wisconsin Lutheran
High School Conference

approved June 1, 2016



GUIDED BY FAITH. DRIVEN BY EXCELLENCE.

330 N Glenview Ave, Milwaukee WI 53213
Phone: 414-453-4567 Fax: 414-453-3001
www.wlhs.org

Preamble

We, the duly authorized delegates of congregations of the Wisconsin Evangelical Lutheran Synod in or near Milwaukee, mindful of Christ's command to teach all nations, and aware that the Lutheran high school is an effective means of keeping our adolescent youth under the influence of the Gospel, in lawfully constituted assembly do adopt the following constitution:

Article I - Name

The name of this organization shall be WISCONSIN LUTHERAN HIGH SCHOOL CONFERENCE.

Article II - Purpose

The purpose of this Conference, a non-stock corporation organized under the laws of the State of Wisconsin, shall be to establish, conduct, control, manage, and maintain one or more Lutheran high schools in or near the city of Milwaukee, Wisconsin, and to promote the cause and extend the scope of Christian education in keeping with the purpose and aim of this Conference.

Article III - Aim

Section 1 It shall be the aim of this Conference to offer Christian education on the high school level in accordance with the confessional stand of the Wisconsin Evangelical Lutheran Synod, in that this Conference accepts the canonical books of the Old and New Testaments as the divinely inspired and inerrant Word of God, submits to this as the only infallible authority in matters of doctrine, faith and life, and adheres to the Confessions of the Evangelical Lutheran Church embodied in the Book of Concord of 1580, because they are a correct presentation and exposition of the pure doctrine of the Word of God.

Section 2 This aim shall serve as the basis for defining the mission of the Wisconsin Lutheran High School Conference. Wisconsin Lutheran High School exists to work in partnership with Milwaukee area WELS congregations to make disciples of young people and their families now and for eternity by developing in them the Biblical values and personal skills necessary for a lifetime of service to Jesus in their homes, churches, careers, and community.

Article IV - Membership

Section 1 Any congregation affiliated or in fellowship with the Wisconsin Evangelical Lutheran Synod shall be eligible for membership.

Section 2 Any eligible congregation desiring to join this Conference shall adopt a resolution to that effect and submit an official copy of it to the Board of Directors together with an application for membership.

Section 3 Upon receipt of a proper application for membership the Board of Directors shall act upon the application and submit its recommendation at a meeting of the Conference. A majority vote shall be required for election to membership.

Section 4 Mission congregations may hold membership on a provisional basis with the membership to be reviewed periodically in the hope that such congregations will become fully participating members as soon as possible. Conference membership of such congregations is also subject to the policies of the Wisconsin Evangelical Lutheran Synod.

Section 5 Wisconsin Lutheran High School Conference congregations may hold membership in more than one area Lutheran high school conference simultaneously.

Article V - Delegates

Section 1 Each congregation with two hundred or more communicant members holding membership in the Conference shall select from its midst four delegates (and their alternates) who shall be accredited for their term of office to the Secretary of this Conference. These delegates, or in their absence their alternates, shall attend all meetings of the Conference. These delegates should preferably be a pastor, a male teacher or male staff minister, and two laymen. Delegates shall make regular reports to their respective congregations.

Section 2 Each congregation with less than two hundred communicant members holding membership in the Conference shall select from its midst two delegates (and their alternates) who shall be accredited for their term of office to the Secretary of this Conference. These delegates, or in their absence their alternates, shall attend all meetings of the Conference. These delegates should preferably be the pastor, and a male teacher a male staff minister or a layman. Delegates shall make regular reports to their respective congregations.

Section 3 At any meeting of the Conference only the delegates who have been accredited by their congregation with the office of the Conference president shall be empowered to vote.

Article VI - Quorum

The accredited delegates present at any regular or duly called special meeting of the Conference shall constitute a quorum.

Article VII - Termination of Membership

Section 1 Member congregations who are no longer in fellowship with the Wisconsin Evangelical Lutheran Synod forfeit all their rights in the Conference and its property.

Section 2 Member congregations who for reasons that are not contrary to the Word of God desire to terminate their membership shall be peaceably released from the Conference. Such released members likewise relinquish all their rights in the Conference and its property.

Article VIII - Management

Section 1 The administration of the affairs of the Conference shall be vested in a Board of Directors. This Board of Directors shall elect from its midst a Chairman, a Vice-chairman, a Secretary, and a Treasurer, who shall serve in their respective capacities as officers of the Board and of the Conference.

Section 2 The composition of the Board and the number of Directors shall be regulated by the By-laws.

Article IX - Duties of Officers

Section 1 The principal duties of the Chairman shall be to preside at all meetings of the Conference and the Board of Directors and to have a general supervision of the affairs of the Conference.

Section 2 The principal duties of the Vice-chairman shall be to discharge the duties of the Chairman in the event of absence or disability, for any cause whatever, of the latter.

Section 3 The principal duties of the Secretary shall be to countersign all deeds, leases and conveyances executed by the Conference, affix the seal of the Conference thereto, and to such other papers as shall be required or

directed to be sealed, and to keep a record of the proceedings of the Board of Directors, and to safely and systematically keep all books, papers, records and documents belonging to the Conference, or in any wise pertaining to the business thereof, except the books and records incidental to the duties of the Treasurer.

Section 4 The principal duties of the Treasurer shall be to keep and account for all moneys, credits and property, of any and every nature, of the Conference, which shall come into his hands, and keep an accurate account of all moneys disbursed, and proper vouchers for moneys disbursed, and to render such accounts, statements and inventories of moneys received and disbursed, and of money and property on hand, and generally of all matters pertaining to his office, as shall be required by the Board of Directors.

Section 5 The Board of Directors may provide for the appointment of such additional officers as they may deem for the best interests of the Conference.

Section 6 Whenever the Board of Directors may so order, any two offices, the duties of which do not conflict, may be held by one person.

Section 7 Conference officers shall perform such additional or different duties as shall from time to time be imposed or required by the Board of Directors, or as may be prescribed from time to time by the by-laws.

Article X - Amendments

This constitution may be amended at any regular or special meeting of the Conference by a two-thirds majority of the votes cast, provided that a written copy of the proposed amendment and a written announcement of the meeting in which it shall be acted on have been mailed to each member congregation and its delegates sixty days in advance of the meeting.

Article XI - Dissolution

Should future exigencies make the dissolution of this Conference necessary or desirable, all property of the Conference shall be disposed of in a manner which shall be determined by the Conference at the time of dissolution; provided, however, that all property of the Conference shall be distributed to one or more organizations with which the Conference is in fellowship and which qualify as exempt organizations under section 501 (C) (3) of the Internal Revenue Code of 1954 or the corresponding provisions of any future United States Internal Revenue Code.

BY-LAWS

Article I - Board of Directors

Section 1 The Board of Directors shall consist of twenty-one members as follows: five pastors, five male teachers of elementary Christian day schools, and eleven laymen. Any voting member in good standing in any of the Conference congregations shall be eligible. No Conference congregation shall be represented on the Board of Directors by more than two members at any one time.

Section 2 The rotation of elections shall be on the following three year schedule:

- a) Four Laymen, two pastors, and one teacher in the first year;
- b) Four laymen, one pastor, and two teachers in the second year;
- c) Three laymen, two pastors, and two teachers in the third year.

Section 3 All elections shall be for terms of three years. The term of office shall commence on July 1 following the election. A member of the Board of Directors shall be eligible to succeed himself in office only once.

Section 4 Should a vacancy occur in the office of any of the Directors, the Board of Directors shall appoint a voting member of a Conference congregation to fill the vacancy for the unexpired term subject to confirmation of the appointment by the Conference delegates at their next regularly scheduled meeting. In the event the appointment is not confirmed the process will be repeated.

Section 5 Filling a vacancy of more than one year shall be considered a full term in calculating terms of office on

the Board of Directors. Filling a vacancy of one year or less shall not be considered a term.

Section 6 After each annual election the Board of Directors shall organize and elect from its midst the following officers: a Chairman, a Vice-Chairman, a Secretary, and a Treasurer.

Section 7 This Conference grants the Board of Directors the following powers:

- a) To hold title to all the money and property, real, personal, and mixed, and to all legacies and bequests that shall be given, granted, devised or bequeathed to or be purchased by this Conference; and
- b) To conduct, manage, and administer the affairs of this Conference under the direction and for the use and benefits of this Conference to the extent and under such limitations as may from time to time be prescribed by this Conference.

Section 8 This Conference reserves to itself, and to that extent limits and restricts the powers of the Board of Directors in the following matters:

- a) Ratifying the amount of tuition to be paid by or for pupils of the school;
- b) Approving the incurring of any extraordinary liabilities;
- c) Authorizing the buying or selling of real estate.

Section 9 The duties of the Board of directors shall be:

- a) To assure that the school remains focused on the mission (as defined in Article III, Section 2 of the Constitution) and all mission related goals.

- b) To think creatively – have a vision – for the future of the Conference and, when necessary, bring any resulting recommendations to the Conference.
- c) To execute the decisions of the delegate Conference.
- d) To provide oversight for the activities of the Conference and to provide support and guidance for the Administration.
- d) At the direction of the Conference to acquire, sell, transfer and convey, mortgage and pledge all real and personal property of the Conference.
- f) To accept and receive, or to reject, grants and bequests.
- g) To provide proper bond or other insurance for those persons who are charged with the handling of the funds of the Conference.
- h) To arrange for meeting the financial needs of the Conference and to administer its funds.
- i) To adopt a budget, for presentation to the delegates at their June meeting.
- j) To appoint such committees as it may deem necessary for the best interests of the Conference and its school or schools.
- k) To issue calls or contracts to teaching and administrative personnel who subscribe and adhere to the aim of the Conference as recited in Article III of the Constitution. Failure to adhere to the aim of this Conference as recited in Article III of the Constitution shall be grounds for revocation of the call or contract.

- l) To prepare the agenda for each meeting of the Conference.

Section 10

The Board of directors will perform the following functions in relationship to the Administration:

- a) To develop the policy within which the Administration will operate;
- b) To function as a “sounding board” in all major areas of the school and conference operations;
- c) To have direct and regular contact through the board committees with those persons responsible for various areas of concern such as: education program, student services, coordination and recruitment, development/public relations, and finance support services;
- d) To assist the Administration in identifying and developing sources of funding for the Conference’s ministry;
- e) To work with the Administration to strengthen the relationship between the individual Conference congregations and WLHS;
- f) To delegate to the Administration the authority to employ and dismiss, as necessary, support (non-teaching and non-administrative) personnel of the school; and
- g) To employ auditors, attorneys or other professionals as needed.

Article II - Meetings

Section 1 There shall be three meetings of this Conference annually. These meetings shall be held on the first Wednesday of October, February, and June at Wisconsin Lutheran High School. The June meeting of the Delegate Conference is the meeting at which elections take place. This meeting also is termed the annual meeting.

Section 2 Special meetings may be called at the option of the Board of Directors. Notice of the special meeting and its purpose shall be mailed to the delegates not less than ten days before the date of the meeting.

Article III - Nominations and Elections

Section 1 The Nominations Committee shall present a ballot to the delegates at the (June) Conference meeting. The Nominations Committee shall propose at least one candidate for each position to be filled and each candidate shall be approved by a simple majority of the Board. The committee shall provide a biographical sketch of each candidate.

Section 2 The Nominations Committee shall include the following: chairman of the Board, vice-chairman of the Board, secretary of the Board, treasurer of the Board, and one advisory member (President).

Section 3 Any delegate of this Conference may propose additional names for the offices to be filled. The Conference reserves the right to accept or reject any or all nominations by majority vote of the delegates present.

Section 4 Election of members of the Board of Directors shall be by ballot. A simple majority of the votes cast shall be necessary for election.

Article IV – Congregational Support

Section 1 Every congregation holding membership in this Conference shall undertake to support the budget of the High School according to the formula established by the delegates. The method of raising such contributions shall be determined by the individual congregations.

Section 2 Mission congregations with provisional membership cooperate with the Conference regarding financial support in keeping with the policies of the Wisconsin Evangelical Lutheran Synod.

Article V - Amendments

These By-Laws may be amended by a majority vote of the delegates present and voting at any regular meeting of the Conference or at any special meeting called for that purpose, provided that a written copy of the proposed amendment has been mailed to the delegate not less than sixty days prior to the meeting at which the proposed amendment is to be voted on.

Approved June 1, 2016

SCHEDULE A-3

Annual Report

- A. Not applicable to WLHS. See attached page from Wisconsin Department of Financial Institutions.

Wisconsin Department of Financial Institutions

Strengthening Wisconsin's Financial Future

Search for:

wisconsin lutheran high school

Search Records

[Search](#)
[Advanced Search](#)
[Name Availability](#)

Corporate Records

Result of lookup for **6W07325** (at 2/24/2021 3:13 PM)

WISCONSIN LUTHERAN HIGH SCHOOL CONFERENCE

You can: [File an Annual Report](#) - [Request a Certificate of Status](#) - [File a Registered Agent/Office Update Form](#)

Vital Statistics

Entity ID 6W07325

Registered Effective Date 04/07/1952

Period of Existence PER

Status Incorporated/Qualified/Registered [Request a Certificate of Status](#)

Status Date 04/07/1952

Entity Type Miscellaneous

Annual Report Requirements

Addresses

Registered Agent Office KENNETH J FISHER JR
330 N GLENVIEW AVE
MILWAUKEE , WI 53213

[File a Registered Agent/Office Update Form](#)

Principal Office 330 N GLENVIEW AV
MILWAUKEE , WI 53213
UNITED STATES OF AMERICA

Historical Information

Annual Reports

Year	Reel	Image	Filed By	Stored On
1992	103	1890	paper	microfilm
1991	103	2075	paper	microfilm
1990	103	1411	paper	microfilm
1989	102	2298	paper	microfilm
1988	103	0911	paper	microfilm
1987	103	0887	paper	microfilm

[File an Annual Report](#) - [Order a Document Copy](#)

**Certificates of
Newly-elected
Officers/Directors**

None

Old Names

None

Chronology

Effective Date	Transaction	Filed Date	Description
04/07/1952	Incorporated/Qualified/Registered	04/07/1952	
09/05/1985	Change of Registered Agent	09/05/1985	
05/23/1988	Change of Registered Agent	05/23/1988	
07/09/1991	Change of Registered Agent	07/09/1991	FM 17 1991
04/17/2015	Change of Registered Agent	04/20/2015	

[Order a Document Copy](#)

SCHEDULE A-4

Curriculum of Educational Courses Offered

- A. Curriculum/Residential Curriculum (Selected pages provided—full versions available upon request)
- B. Wisconsin Evangelical Lutheran Synod School Accreditation (WELSSA) Accreditation Certificate
- C. Wisconsin Religious and Independent Schools Accreditation (WRISA) Certificate
- D. National Council for Private School (NCPSA) Accreditation Certificate
- E. National Federation of Nonpublic School State Accrediting Associations (NFNSSAA) Certificate of National Recognition

Wisconsin Lutheran High School Course Catalog 2021-2022

This Course Catalog is also available online at our WLHS website: www.wlhs.org

Table of Contents

Introduction	3
Mission Statement	4
School Values	4
School Outcomes	4
School Culture	5
Make the Most of High School	6
Graduation Requirements	7
Required College Core	8
Course Listing	9
Programs of Study	10
Advanced Placement Courses	10
Project Lead the Way	10
Pro Start	11
Youth Apprenticeship	11
Online Dual Credit Opportunities	11
Course Selection Policy	13
ACT Preparation	13
Testing Programs	13
Course Load	13
Course Selection	14
Advanced Placement	14
Course Overload	14
Schedule Conflicts	14
Course Changes and Withdraw Policy	15
Grading Scale	16
Academic Honors	16
Theology	17
Business	21
English	24
Family and Consumer Education	30
Fine Arts - Music	33
Fine Arts - Visual	36
Health and Physical Education	41
Math	43
Science	50
Social Studies	54
Trade and Technology	58
World Languages	63

Introduction

Caring, Christian Environment

This course selection catalog describes the mission, values, school outcomes, culture, courses of study, and course selection process for Wisconsin Lutheran High School. It also describes the programs of study in place to meet the students' college and career readiness opportunities. The content of this catalog may change annually as courses and course offerings are continually evaluated.

We are grateful to be able to offer a broad, comprehensive curriculum, which ensures that our students are prepared for whatever they choose to pursue upon graduation. However, our school is much more than our curriculum! We encourage you to find co-curricular activities with which to become involved. You will be better prepared for life when you experience the fun to be had by interacting with other students in drama, music, forensics, athletics, Wisco Witnesses to the World, mission trips, student council, and other activities and clubs. There are so many wonderful possibilities! Above all, we are grateful to the Lord that we have the privilege of bringing the truths of God's Word to you on a daily basis. We trust that through the power of God's Word, your faith will grow and you will be equipped to practice Christian discernment in the world into which you will be going.

WLHS faculty and guidance staff are prepared to help students make the most of their opportunities in high school and beyond. If there are any questions about course selection, course offerings, or the Wisconsin Lutheran High School approach to education please contact: Emily Jiles, Director of Guidance, James Brandt, Academic Dean, or Phil Leyrer, Principal.

Students and parents are encouraged to keep this Course Catalog as a ready reference in planning your high school years. It is important to become familiar with the information found in this catalog so that you can make informed decisions about your future.

Our Mission

Compelled by Christ's love, by the Great Commission, and rooted in God's Word, Wisconsin Lutheran High School prepares youth in a diverse world for productive, Christ-centered lives.

School Values

In the pursuit of our mission, Wisconsin Lutheran High School endeavors to be the preferred choice for those seeking a comprehensive Christian high school experience in a caring, cross-cultural setting.

Wisconsin Lutheran High School is defined by these values:

Great Commission Focus: Centered on Christ's command and in collaboration with our conference partners, our focus is to "make disciples of all nations" through nurture and outreach.

Distinctively Lutheran: Teaching and scholarship characterized by faithfulness to the Scriptures and the Lutheran Confessions.

Academic Excellence: Providing an innovative, comprehensive curriculum that challenges each student for career and/or college readiness.

Servant Leadership: Developing in each student a Christ-like attitude of leadership and service in all aspects of Christian vocation.

Multi-Ethnic: Celebrating the mutual benefit of cross-cultural, integrated relationships in the unity of the body of Christ.

School Outcomes

The courses and programs of Wisconsin Lutheran High School will carry out the WLHS mission by producing graduates who have demonstrated...

- 1.) Regular use of the means of grace and fruits of faith in Jesus Christ through Christian love, service, and witness.
- 2.) The ability to lovingly communicate the gospel of Jesus Christ with others.
- 3.) Perceptive thinking, which integrates experience, research, and reason under God's will as revealed in his holy Word in critical analysis, problem-solving, and decision making.
- 4.) Effective communication skills by listening; expressing their thoughts, feelings, faith, and ideas and working cooperatively with others in the family, school, church, work, and community settings.
- 5.) The knowledge, skills, and attitudes necessary to become self-initiating and self-directing lifelong learners.
- 6.) The conviction that they are individually formed creatures of their Maker and Redeemer who represent him by using their unique blessings of time, gifts, and money for the welfare of others in a complex, culturally diverse, rapidly changing global society.
- 7.) The verbal, sociological, scientific, quantitative, and technological literacy necessary for offering God a productive, meaningful life.
- 8.) An informed awareness of the uses of the fine and practical arts for personal and corporate worship, individual expression, and God-pleasing recreation.

"For Christ's love compels us . . ." (2 Corinthians 5:1)

The WLHS Culture

Consistent with its mission, the culture of Wisconsin Lutheran High School is defined and driven by Christ's love. Believing that "A cord of three strands is not easily broken." (Ecclesiastes 4:12), teachers, parents, and students are partners in maintaining a culture where relationships, academics, and co-curriculars are centered on one truth: "We love because he first loved us" (1 John 4:19).

Wisconsin Lutheran High School is a place where:

Christ comes first in all we do.

All school-sponsored programs are delivered in light of Christ's love and with the application of scriptural truth.

The Word of God is treasured and obeyed.

Teachers, students, and parents see the need and desire to study, share, and obey God's Word.

We are united in Christ.

Students, teachers, and parents foster an atmosphere where differences in socioeconomic background, race, gender, nationality, culture, personalities, and interests are viewed as blessings to embrace as a family of believers who is united by the unconditional love of Christ.

Christian leadership is expected.

Students and teachers humbly put the needs of others before their own by serving their church, school, and community while demonstrating Christian character in public activities and personal life.

Students and teachers are responsible and pursue their full potential.

Teachers and students, as redeemed children of God, respond with thankful hearts, striving to do their best with their God-given gifts. All to his glory!

Students and families see school as a blessing.

Grateful students and families appreciate the wonderful opportunities they have at WLHS to grow spiritually, academically, and in co-curricular activities. Grateful teachers are thankful for their privileged call to serve God's people.

Respect is expected.

Students and teachers cooperate with God's representatives to maintain an orderly, safe atmosphere characterized by mutual respect for each blood-bought soul of Christ with whom they interact.

Make the Most of High School

Challenge yourself! Take challenging courses — yet maintain a balance between home, church, school, and co-curricular obligations. Make the most of your high school experience by expanding the many new and different opportunities Wisconsin Lutheran High School provides for you!

Set Goals! Prayerfully set and write attainable goals that challenge you to get the most from your high school experience. To attain your goals, be a prioritizer who puts the most important things first and the least important things last.

Plan ahead! Use the 4-year planning guide to map out your course of study. This includes making course selections aligned with post-graduation plans.

Choose carefully! During your four years at WLHS, you will have many opportunities to explore your interests. The course selection choices you make in February/March determine which courses will and will not be offered next year.

Be Response-able! With God's help, you are able to choose how you respond to all challenges that you will encounter during your high school career. Making this a habit will contribute to a fruitful and productive life.

Be Proactive! With Christ as your leader, take the initiative to be the one who takes charge of your own life by choosing to be responsible in all things you can control such as your study habits, faithfulness, time management, relationships, and effort. Pray for God to help you!

Graduation Requirements

Wisconsin Lutheran High School graduates will have earned the following 24 credits for graduation:

Theology.....	4 credits
English.....	4 credits
Science.....	3 credits
Mathematics.....	3 credits
Social Studies.....	3 credits
<i>(Students must also pass the state Civics exam)</i>	
Health/Phy Ed	1.5 credits
Fine Arts or Practical Arts5 credits
Electives	5 credits

Year courses = 1 credit

Semester courses = .5 credit

Courses required for graduation are listed below by department. The typical year a course is taken is in parentheses. An asterisk (*) indicates that the department places the student in an appropriate course. Students will need to select additional courses to meet graduation requirements.

Theology

Heritage of our Faith	(9)
Life of Christ & Proclaiming Christianity	(10)
Living Christianity	(11)
4 Theology Electives	(12)

English

English 9, Honors English 9, or English Foundations	(9)*
Speech	(10)
Composition	(10)
American Literature 1	(11)
American Literature 2	(11)
English Electives	(12)

Health & Physical Education

Christian Health & Wellness	(9)
Physical Education 1	(9,10)
Physical Education Elective {1 of 3}	(10-12)

Mathematics

Pre-Algebra, Algebra 1, or Honors Algebra	(9)*
Geometry or Honors Geometry	(10)*
Algebra 2 or Honors Algebra 2	(11)*

Science

Physical Science-Chemistry and Physical Science-Physics, or Honors Biology	(9)*
Life Science or Biology or Honors, Chemistry	(10)*
Conceptual Physics, Chemistry or Biology	(11)

Social Studies

World History-Ancient, World History-Medieval, or World History- Modern {2 of 3}	(10)
United States History	(11)
1 or 2 Social Studies Electives	(12)

Fine Arts or Practical Arts

1 Elective	(9-12)
------------	--------

Required College Core

Typical Minimum College Core Curriculum

Each college campus has its own requirements. However, many colleges and universities require a common academic core. The University of Wisconsin System requires that all applicants take the ACT and have the following 17 required credits:

English	4 credits
Mathematics	3 credits
Social Science	3 credits
Natural Science	3 credits
Academic Electives	4 credits

The academic electives must be from the above areas or world language, fine arts, computer science or other academic areas. Especially in the field of world languages, an individual campus may have different requirements. Students should contact potential colleges for their requirements. Many 4 year schools prefer students to have 4 credits of math and science

Ministry at Martin Luther College

Young men and women thinking about serving as a pastor, teacher or staff minister in the Wisconsin Evangelical Lutheran Synod (WELS) will be admitted to Martin Luther College with an ACT composite score of 20 or SAT composite of 940. Additionally, a minimum cumulative GPA of 2.5 is expected in the following academic areas: English (4 credits), Laboratory Science (3 credits) Mathematics (3 credits) including Algebra 1, Algebra II or higher mathematics, Social Studies (2 credits), Academic electives (2 credits from foreign language, music fundamentals, social studies, English or math). Men interested in being pastors (Pre-Seminary Program) are advised to have background in foreign language.

Wisconsin Lutheran College

All applicants should take the normal college core curriculum. Sixteen academic units are required and 2-4 years of a single foreign language are recommended.

Bethany Lutheran College

All applicants should take the normal college core curriculum. Sixteen academic units are required and 2-4 years of a single foreign language are recommended.

Technical School

There are a variety of degree granting and certificate programs available at vocational and technical colleges and schools. Students are encouraged to take those courses which will give them strong preparation in their areas of interest. MATC and WCTC prefer or require entrants take the ACCUPLACER test.

Course Listing

A List of all courses offered at WLHS

Theology

- Apologetics
- Christian Life Planning
- Comparison of Christian Churches
- Foundations of Christianity
- From Friendship to Marriage
- Life of Christ
- Introduction to Christianity
- Life Issues/Corinthians
- Living Christianity
- Non Christian Religions
- Proclaiming Christianity
- Religion and Science
- Revelation
- The Heritage of Our Faith

Family and Consumer Education

- Food Techniques
- ProStart 1-2
- Fashion Techniques 1-3
- Family Living
- Child Development
- Housing & Interior Design

Math

- Accounting 1
- Algebra 1
- Algebra 2
- Algebra 3
- AP Calculus AB
- AP Calculus BC
- AP Statistics
- Calculus A
- Geometry
- Honors Algebra 1
- Honors Algebra 2
- Honors Geometry
- Honors Trigonometry
- Math Enrichment Lab
- Money Matters
- Precalculus
- Pre-Algebra

Health and Physical Education

- Advanced Fitness and Team Sports
- Christian Health and Wellness
- Individual Fitness and Lifetime Activities
- Physical Education 1
- Strength Training and Advanced Fitness

Business Education

- Accounting
- Advanced Accounting
- Business and Personal Law
- Entrepreneurship
- Exploring Business
- Keyboarding
- Marketing
- Money Matters
- Using Technology
- Youth Apprenticeship

Fine Arts Music

- A Cappella Concert Choir
- Cantorei Choir
- Concert Band
- Freshmen Choir
- Music Spectrum
- Music Theory
- Musicianship through Percussion

Fine Arts Visual

- AP Visual Arts and Design
- Ceramics 1-4
- Drawing
- Exploratory Art: Drawing and Sketching
- Exploratory Art: Ceramics/Mixed Media
- Graphic Design
- Painting 1-4
- Video Production

Trade and Technology

- Advanced Metals
- Advanced Wood
- AP Computer Science Principles
- Computer Science&Software Engineering
- Construction Skills
- Engineering Design & Development
- Exploratory Shop: Wood/Metals
- Intro to Engineering Design
- Metals 2
- Metals 3
- Principles of Engineering
- Small Engines
- Wood 2
- Wood 3
- Construction Skills
- Youth Apprenticeship

English

- Advanced Composition
- American Fiction
- American Literature 1+2
- AP English Literature and Composition
- British and Western Lit 1800 to Present Day
- British and Western Lit up to 1800
- Business Communications
- Composition
- Contemporary Literature
- English 9
- English 9: Foundations
- ELL Arts 1-3
- Honors English 9
- International English 9
- Intro to College Writing
- Speech

Science

- Anatomy and Physiology
- AP Biology
- AP Chemistry
- AP Physics
- Biology
- Chemistry
- Conceptual Physics
- Earth Science
- Honors Biology
- Honors Chemistry
- Life Science
- Physical Science - Physics
- Physical Science -Chemistry
- Physics

Social Studies

- American Government
- AP Economics
- AP US History
- AP Psychology
- Economics
- The World Since 1945
- US History
- World Geography
- World History - Ancient
- World History - Medieval
- World History - Modern

World Languages

- Latin 1-2
- Cicero's Orations
- Virgil's Aeneid
- Spanish 1-5
- German 1-4

Programs of Study

Advanced Placement Courses

WLHS participates in the national College Board Advanced Placement Program. These courses align to rigorous, college-level, standards set by the College Board and are taught by our faculty. AP courses prepare students to take a subject specific exam and potentially earn college credit in selected academic areas. AP courses have a heavier work load and are more time-consuming than most other courses in the same discipline. AP students are encouraged to take the corresponding national exam the following spring at an approximate cost of \$95 per exam.

WLHS offers the following AP courses:

- AP Biology
- AP Calculus AB
- AP Calculus BC
- AP Chemistry
- AP Physics 1
- AP Computer Science Principles
- AP English Literature and Composition
- AP Psychology
- AP US History
- AP Economics
- AP Statistics
- AP Visual Art and Design

Project Lead the Way: Engineering

PLTW Engineering empowers students to step into the role of an engineer by adopting a problem-solving mindset. The program's courses engage students in compelling, real-world challenges that help them become better collaborators and thinkers.

Students take from the courses in-demand knowledge and skills they will use for the rest of their lives, on any career path they take. WLHS offers students the opportunity to participate in PLTW through the following courses: Introduction to Engineering Design, Digital Electronics, Computer Science & Software Engineering, and Engineering Design & Development. Students who enroll in Computer Science & Software Engineering will also have the opportunity to succeed on the AP Computer Science Principles exam.

Programs of Study

Pro Start Program

ProStart is the premier culinary arts program for high school students. It gives them the opportunity to learn about the art of cooking and managing restaurants by training with professional chefs and getting valuable classroom instruction. Upon completing academic standards, a checklist of competencies, and working at least 400 hours in the industry, students are awarded the ProStart National Certificate of Achievement that certifies that they are well qualified to enter the industry workforce. They could also receive technical college credit. The 400 hours of industry-related work experience must take place outside of school hours and can be done in any food service or restaurant approved by the program coordinator, Mrs. Jean Curtis.

Youth Apprenticeship

The State of Wisconsin's Department of Workforce Development Youth Apprenticeship program integrates school-based and work-based learning to instruct students in real-world on-the-job skills defined by Wisconsin industries. Students are simultaneously enrolled in academic classes to meet high school graduation requirements in an approved youth apprenticeship related instruction class and are employed by a participating employer under the supervision of a skilled mentor. Eligible students must complete a minimum of 450 work-based hours annually and provide their own transportation to and from the work-based training site. Areas of youth apprenticeship include STEM, manufacturing, architecture and construction, finance, and health science. Interested students should contact the guidance office.

Online Dual Credit Opportunities

In cooperation with Bethany Lutheran College, Wisconsin Lutheran High School offers online dual credit courses. Following are the benefits of participation for the students:

- Provide more options and challenges for responsible, qualified, self-disciplined students to use their God-given abilities in areas of gifts or interest.
- **Students will experience the rigors of college coursework.**
- Free up space in schedule for other course work opportunities. The dual credit courses can count towards core WLHS graduation requirements if completed satisfactorily. Students are rewarded with college credit for their course effort and achievement and can earn college credit without the risk of AP testing.

Programs of Study

Online Bethany Lutheran College High School Dual Credit Program (continued)

• Provide the experience of taking coursework in the online environment prevalent in our world today.

Bethany Lutheran College will offer 8-10 of the following courses each semester. A small number will be available during summers.

- Medical Terminology
- Introduction to Mass Media
- Introduction to Programming II
- College Writing I
- American Literature I
- History of USA I
- Nutrition
- Audio/Video Production
- Introduction to Statistics
- General Psychology
- Criminal Deviance and Justice
- Fundamentals of Speech
- Introduction to Programming I
- Principles of Macroeconomics
- Introduction to Fiction
- American Literature II
- History of USA II
- Music Appreciation
- College Algebra
- American Government
- Introduction to Sociology

For more information: [Bethany Lutheran College High School Dual Credit Program](#)

To participate in a Bethany dual credit course students and parents must understand and agree to the following in order to enroll:

- Dual credit courses are college level courses with college level expectations.
- Students must meet all deadlines, manage time effectively, and follow the college course schedule with the understanding that it will differ from the high school schedule.
- Students must communicate with the online instructor for assistance. The expectation for success in the course is between Bethany Lutheran College and the student. There is no designated faculty member at WLHS assigned to help with course content.
- Students participating in Bethany dual credit online courses may have the course scheduled into their school day in a quiet learning environment.
- The course grade earned will be part of the permanent high school transcript and will affect the students' GPA and will also be part of the permanent college transcript.
- All costs associated with the course(s) will be paid by the student (including tuition and books) and these costs are not included in WLHS' tuition.
- It is the responsibility of the student to verify the transferability of the college credits to whatever institution he/she plans to attend.

Course Selection Policy

ACT Preparation

Properly preparing to take the ACT is key to achieving a high score, or a score that is a goal for the student. The ACT tests students in English, math, reading and science, and students can opt to take a written portion. Generally, students who take college core classes in each subject area will be most prepared to take the ACT. For example, students who take Algebra 1, Geometry and Algebra 2 will have preparation for the math section. Likewise, students who take Biology, Chemistry and Physics will have preparation for the science section. WLHS also offers test prep through Naviance which includes the option to take full length tests and a variety of other study methods. For additional resources for test preparation please visit the Guidance Office.

Testing Program

All Freshmen and Sophomores will take the ACT ASPIRE assessment in the spring. Juniors are encouraged to take the PSAT test. All Juniors take the state ACT test in late winter. College-bound students are also encouraged to retake the ACT or SAT at the end of their Junior year or at the beginning of their Senior year. Be sure to check which test is required for the colleges being considered.

Course Load

Freshmen students must carry a minimum of 6.0 credits but are encouraged to take 7.0 if possible. Freshmen boys in football, basketball, or baseball begin practice during 8th hour. Sophomores, Juniors, and Seniors must carry a minimum of 7.0 credits. The following types of courses must be included in the specified year with the remaining units from elective courses.

Freshmen: theology, English, science, mathematics, and Christian health & wellness.

Sophomores: theology, English, science, mathematics, and physical education.

Juniors: theology, English, science, social studies, and physical education.

Seniors: theology, social studies, and English, unless already completed as electives

Course Selection Policy

Course Selection

Freshmen placement in classes is based on the entrance materials, a review of their previous achievement test scores, a recommendation from the eighth grade teacher or principal, and family recommendations. Continuing students need a "C" or better in many courses to be automatically cleared to take the next course in sequence. If a student does not earn a C, they may require departmental approval to continue on the the next course in sequence. Courses which have been taken and passed, but need a higher level of competency, may be retaken to allow the student to progress to the next course in sequence. The higher grade received will be the official grade for the course but credit will only be awarded one time for taking the course. Courses should be selected which contribute to the young Christian's life plan.

Advanced Placement

If you are requesting Advanced Placement (AP) courses, please note this is a commitment to the entire year of the course. AP classes may not be dropped at the end of the first semester unless it is the recommendation of the teacher. Several AP courses also require summer work.

Course Overload

Students are discouraged from taking 8 periods (no free periods). This may be permitted on a limited basis if approved by the Director of Guidance. One of the determining factors is a high GPA and an approved projected four year academic plan.

Schedule Conflicts

The schedule is built to maximize student selections. However, at times there are conflicts that arise or requests exceed the maximum students that can be accommodated in the course. If a conflict arises that cannot be resolved, the student will be contacted to select an alternate course. In instances where requests exceed the maximum students who can be accommodated, seniors are given priority.

Course Selection Policy

Course Changes and Withdrawal Policy

Student schedules, teaching assignments and staffing decisions are based on the course requests completed by students along with their counselor each spring. Parents should approve these requests by logging into the onCampus system and reviewing course requests with their student and contacting the Guidance Office with any questions. Students will have the opportunity to request course changes from June 1st-11th after final grades for second semester have been posted.

After June 11th, the spring course request process is FINAL and the student is then committed to completing those courses requested for the following school year. As such, it is vital that course preferences are accurate and that course loads are reasonable and balanced.

Once scheduled, subsequent changes or course drops will be made only by approval of the Director of Guidance in special circumstances and pending scheduling constraints and availability. Requests for specific teachers cannot and will not be honored. Changes to a student's schedule must be made within the following timeline:

- Students may drop courses for the current semester only during the first week of each semester, only special circumstances will be considered. A class dropped after this date will result in an " F " grade and no credit will be awarded.
- Students may add courses for the current semester in the first week of the semester, pending course availability.
- The school may consider course changes or drops if a student has been inappropriately placed in a course for their background or talent or in special circumstances such as a serious illness or unique personal circumstance.

Grading Scale

Grading Scale

The school year at WLHS is divided into two semesters and each semester is divided into two nine-week quarters. Report cards are available through onCampus at the end of each quarter. The report cards at the end of each semester bear the grades that are recorded in the permanent record; however, quarter grades do govern eligibility where applicable. Letter grades are recorded on the basis of the following scale:

A+/A	99-100	4.0	C-	77-78	1.7
A	95-98	4.0	D+	75-76	1.4
A-	93-94	3.7	D	72-74	1.0
B+	91-92	3.4	D-	70-71	.7
B	87-90	3.0	F	69 and below	(Failing)
B-	85-86	2.7	I	Incomplete grade	
C+	83-84	2.4	E	Conditional Grade	
C	79-82	2.0			

Current progress for student grades can be found on the school website www.wlhs.org through onCampus.

Academic Honors

Honor Roll: Any student who achieves a grade point average of 3.40 or better for a given quarter will be placed on the Honor Roll.

National Honor Society (NHS): A student whose cumulative grade point average (GPA) is 3.5 or better, is an active leader in school, demonstrates an outstanding character, and is active in community service will be eligible to be considered for selection to the National Honor Society. Members of NHS are active in improving their school community while providing service to Wisconsin Lutheran High School. NHS members are excused from study periods but must report to either the library, Commons, or an area approved by the principal. We are very proud of our NHS members and hold them up as examples of Christian character who are willing to share their gifts with others. As they are blessed, may they bless others.

Table of Contents

Summary	2
Introduction	3
Learning Strategies	4
“Intentional Conversations	5
House Meeting Topics	6
Facilitation Guides	8

Wisconsin Lutheran High School

Wisconsin Lutheran High School prepares young adults for productive, Christ-centered lives in a diverse world.

Residential Program

Honey Creek Hall Dormitory is a safe, structured, and loving family environment where scholars from around the world are given opportunities to grow:

Academically

- Setting high academic goals
- Providing a structured study schedule
- Helping struggling scholars
- Building English confidence and proficiency

Emotionally

- Communicating with biological families
- Building character through volunteer activities
- Facing challenges rather than ignoring them
- Practicing forgiveness and repentance

Physically

- Maintaining healthy living and sleeping habits
- Eating a balanced diet as a family
- Providing opportunities to be active
- Providing medical care when needed

Socially

- Providing consistent discipline and guidance
- Building life-long friendships
- Pursuing integrity
- Experiencing American culture and sharing their own

Spiritually

- Sharing the beautiful truth of Jesus' love
- Being respectful of scholars of all faiths
- Helping scholars make wise choices
- Participating in family devotions

Introduction

The Residential Curriculum within the Residential Program creates an intentional way of promoting experiences in Honey Creek Hall that allow students to develop the necessary skills to become successful in and out of the classroom.

As members of the residential staff, we have a unique opportunity to positively impact the growth and development of our building's residents. We get to be educators, informally and formally, through educational programming. The goal of the Residential Curriculum is to develop and refine a series of educational goals and resources to help steer this educational programming, especially House Meetings, that will be implemented by the dorm staff.

This document is intended to lay the groundwork for the deliberate design and development of the Residential Curriculum over time.

Educational Priority

As a result of the Residential Life Program at WLHS, students will be active community members [resilient and compassionate] who are personally and socially responsible, academically prepared, and strive for intercultural competence.

Student Learning Outcomes

- Intellectual Development
- Leadership Development
- Self-understanding & Personal value system
- Effective Communication & Social Skills
- Appreciation for Diversity
- Behaviors Consistent with a Healthy Lifestyle
- Social & Civic Responsibility
- Students will recognize how their decisions and actions impact self, others, and communities
- Students will identify and implement strategies for personal management of life tasks (e.g. management of time and responsibilities).
- Students will demonstrate effective communication and conflict management with others in a common space
- Students will recognize and apply effective leadership skills within their communities
- Students will identify resources, and develop techniques to achieve personal wellness, that support academic success
- Students will learn to respectfully engage in discussions and process information surrounding intercultural competence

Learning Strategies

Programs

- House Meetings
- Community-building events
- Specialty Seminars
- Volunteering
- House Dinners
- Unit Meetings (as necessary)
- Residential Activities Committee (RAC)
- Study Hall
- “Adulting 101” for Seniors - long-term goal/pilot this year
 - **Resources: Blaire Schapper, Jay Goede (manages Reality Store), other faculty, WLHS alumni (through Cindy K.)**
 - Budgeting & Finances
 - Networking & Professionalism
 - Renting an apartment
 - How to get your license & Buying a car
 - Medical Issues
 - Interview skills
 - How to Crush College (making friends, interacting with professors, staying on track with college goals/fighting peer pressure, etc.)

Passive Programming

- Bulletin Boards
- Social Media (BAND)

Other Learning Strategies

- Intentional Conversations
- Student Progress Reports
- Roommate & Unit Agreements
- Rounds

“Intentional Conversations”

At least once per quarter, schedule a time to talk one-on-one with each member of your “house” for a personal, individualized check-in. This conversation will provide some of the basis for the **student progress report**.

Intentional Conversations are, as their label describes, intentional. They are well thought-out, guided conversations. At the same time, Intentional Conversations should be organic and genuine, and flow according to the level of engagement from the student; open-ended questions should be used to encourage the student to share openly and explore the topics presented to them. It is a conversation, not an interview, with a goal of relationship-building as well as giving feedback and support.

1st quarter may include: expectations, establishing goals, community, transitions, homesickness, health & safety

2nd quarter may include: involvement, first-impressions, roommate/unitmate, behavior, academics, healthy habits

3rd quarter may include: review goals, personal growth, relationships, intercultural awareness, time management

4th quarter may include: year in review, self-understanding, faith, future planning

Examples of summary questions include:

- What goals are you setting for yourself this semester?
- What is one take away you have from our conversation today?
- How will you know you’re successful in achieving [this outcome]?

Benefits and outcomes of intentional conversations:

- Allow residents to practice the development of interpersonal relationships, advocacy for needs, goal setting, and other psychosocial skills.
- Provide purposeful, meaningful resources and support to students on an individual basis
- Additional information for the basis of the individual student life reports
- Opportunity to give individual feedback, advice, guidance and share what students should expect to see in their report
- Emphasizes the value of each student as an individual by including planned one-on-one attention and mentoring
- Reduces potential for any student to be or feel overlooked

House Meetings

Agenda

1. Prayer
2. Review All-House Announcements
3. Introduction
4. Strategy for learning
5. Evaluation of learning

Themes

Community & Cultural competence

Roommate/Unit agreements

Love Languages

Conflict resolution

Community service

THINK Communication (True, Helpful, Inspiring, Necessary, Kind) (Gossip)

The Cultural Iceberg

Cultural Competence

Empathy & Perspective

Student Leadership

Health and Mental Wellness

Sleep

Homesickness

Self-care (hygiene, fitness, diet)

Taking care of your personal space

Anxiety (social, etc.)

Stress--positive and negative, and handling both (make your own stress balls)

Expert guest: Eating disorders (girls), Pornography and/or substance abuse (boys)

Intrapersonal development

S.M.A.R.T. goals/making choices

Self-Esteem/Self-worth

Healthy relationships

Commitment

Peer pressure

Importance of failure/dealing with failure and disappointment (build a tower from spaghetti, tape, and marshmallows)

Academic Success

Study skills (visual/auditory/kinesthetic self-test)

Self-advocating and Faculty connections

Organization

Time-management (prioritization) (write an actual schedule of how time is spent; list priorities--at least top 5 most important things each day--are they beneficial to yourself or people around you? How or why?; design ideal schedule based on priorities)

Collaboration/Teamwork

Growing in your second language

Evaluating Sources (news, fake news)

Plagiarism and Citing sources

Self-advocating and Faculty connections

Organization

Time-management (prioritization) (write an actual schedule of how time is spent; list priorities--at least top 5 most important things each day--are they beneficial to yourself or people around you? How or why?; design ideal schedule based on priorities)

Collaboration/Teamwork

Growing in your second language

Evaluating Sources (news, fake news)

Plagiarism and Citing sources

FACILITATION GUIDES

SAMPLE/FORMAT:

PILLAR	Community & Cultural Competence	GOAL	Sense of Community
OUTCOME	Students will be able to name the other residents in their house		

Session Objectives
Residents will connect and talk through guided ice-breakers, the purpose of house meetings, roommate agreements, and roommate conflict flowchart
Session Guidelines
<p>This session can include icebreakers and other community-building activities.</p> <p>Attendees will introduce themselves and have an opportunity to learn something about the other participants.</p> <p>Staff will present the value of creating a sense of belonging within the community.</p> <p>All residents in attendance should be encouraged to share/speak/participate.</p> <p>Staff will explain the purpose and process of completing the roommate agreement, and the process of handling roommate conflict.</p>
Session Resources
<p>http://www.residentassistant.com/ice-breakers/ http://www.teampedia.net/wiki/index.php?title=Main_Page http://www.units.miamioh.edu/saf/reslife/reslife/manuals/advmanual/roommate_conflict_flowchart.jpg</p>
Session Take-Away
Residents will feel connected with their house and house leader, and be ready to complete their roommate agreement.

SESSION ONE: GOAL SETTING

PILLAR	Intrapersonal Development	GOAL	Evaluate S.M.A.R.T. goals
OUTCOME	Students will set 4 S.M.A.R.T. goals for the semester		

Session Objectives
Residents will connect and talk through the S.M.A.R.T.E.R. acronym to understand how to create effective goals, the purpose of creating goals, and practice evaluating their goals
Session Guidelines
Use the house meeting agenda, beginning with prayer and including a review of AHA and homeroom announcements.
This session can include icebreakers and other community-building activities.
Attendees will practice setting goals, understanding that they will have help evaluating their goals later on.
Staff will emphasize the ongoing check-ins with their goals and offer suggestions how to break goals down into steps.
All residents in attendance should be encouraged to share/speak/participate.
Session Resources
https://theteacherjames.com/2020/02/19/lesson-plan-goal-setting/ https://theteacherjames.files.wordpress.com/2020/02/goal-setting-lesson-plan-theteacherjames.com_.pdf https://drive.google.com/file/d/1qj0bezUfW4mYSliR-SL1aNNog_1yMKz_/view?usp=sharing
Session Take-Away
Residents will have four preliminary goals: 1 personal, 1 health, 1 social/relational, 1 English or intercultural and the initial steps to start reaching their goals.

SESSION TWO: STUDY SKILLS

PILLAR	Intrapersonal Development	GOAL	Cultivate effective study skills
OUTCOME	At the end of the House Meeting, each student will have -a written list (or handout) of study strategies they can employ -a written self-evaluation of their study habits (effective and harmful), -and at least one specific action item to help them improve in their most challenging class.		

Session Objectives
<p>Supervisor will guide residents to identify:</p> <ul style="list-style-type: none"> ● their learning style (quiz) ● effective studying strategies ● effective study habits & schedules ● effective study environment <p>Supervisor will facilitate discussion of:</p> <ul style="list-style-type: none"> ● obstacles and distractions ● how to avoid them ● how to utilize school resources--starting with their teachers <p>Supervisors will introduce the idea of being a “self-advocate” and illustrate what that means. For example...</p> <ul style="list-style-type: none"> ● How to effectively communicate a problem with a teacher ● Asking for help ● Asking questions in class and outside of class ● Requesting extra help based on English level ● Requesting retakes for tests/quizzes <p>Supervisors will guide students to identify one action item to improve in their most challenge class, such as:</p> <ul style="list-style-type: none"> ● Request a makeup test ● Have a meeting with the teacher to discuss what they aren’t understanding ● Request materials to help them improve ● Identify a review/memorizing/note-taking/homework strategy to begin using ● etc. <p>Tip: Since we’re discussing learning strategies and types of learning, include the 3 types of learning (visual, auditory, experiential/kinesthetic) in the way you present the topic</p>
Session Guidelines
<p>House meeting agenda essential components</p> <ol style="list-style-type: none"> 1. Prayer 2. Review pertinent all-house/homeroom announcements 3. Weekly topic

- a. Intro
- b. Strategy for Learning
- c. Evaluation of Learning

This session can include icebreakers and other community-building activities.

All residents in attendance should be encouraged to share/speak/participate; small groups and pair discussions provide time/encouragement for everyone to speak.

Session Resources

Learning style quiz: <https://arden.ac.uk/what-type-learner-are-you>

Multi-tasking is a myth:

<https://www.psychologytoday.com/us/blog/creative-leadership/201811/why-you-can-t-multi-task>

Khan academy, efficient and effective studying:

<https://www.khanacademy.org/test-prep/sat/new-sat-tips-planning/new-sat-how-to-prepare/a/tips-for-effective-efficient-studying>

21 Science-backed test prep tips:

<https://greatist.com/happiness/better-study-tips-test#fight-distractions>

SESSION THREE: SLEEP

PILLAR	Health and Mental Wellness	GOAL	Develop a healthy relationship with sleep
OUTCOME	At the end of the House Meeting, each student will have evaluated their level of sleep deprivation, identified bad habits that inhibit sleep, and demonstrated understanding of how much sleep they need and why		

Session Objectives/Strategies
<p>Supervisors will guide students to...</p> <ul style="list-style-type: none"> ● Estimate the amount of uninterrupted sleep they get on a weeknight ● Estimate the amount of uninterrupted sleep they get on a weekend ● Identify habits that influence sleep positively, or negatively <p>Supervisors and students will discuss...</p> <ul style="list-style-type: none"> ● Factors that influence sleep including <ul style="list-style-type: none"> ○ Diet and exercise ○ Screen time before sleeping ○ Time they go to bed and get up ○ Sleeping in on the weekend/napping ● How can you tell if you are sleep deprived? ● What a positive relationship with sleep looks like ● How sleep impacts other areas of life such as schoolwork, relationships, health, stress levels, etc. <p>Students will be able to identify</p> <ul style="list-style-type: none"> ● What a sleep cycle is and how to calculate what time they should fall asleep or get up to avoid interrupting a sleep cycle ● Signs that they are sleep-deprived ● Approximately how much sleep a teenager needs ● At least 3 negative impacts of sleep deprivation ● One new healthy habit they will include in their routine to improve their sleep
Session Guidelines
<p>House meeting agenda essential components</p> <ol style="list-style-type: none"> 4. Prayer 5. Review pertinent all-house/homeroom announcements 6. Weekly topic <ol style="list-style-type: none"> a. Intro b. Strategy for Learning c. Evaluation of Learning

This session can include icebreakers and other community-building activities.

All residents in attendance should be encouraged to share/speak/participate; small groups and pair discussions provide time/encouragement for everyone to speak.

Session Resources

Sleep diary: <http://sleepeducation.org/docs/default-document-library/sleep-diary-form.pdf>

Ebook: *Why We Sleep*, by Matthew Walker Ph.D.

Sleepiness questionnaire:

<http://school.sleepeducation.com/resources/lessons/teensdrowsydriving/teensleepquestionnaire.pdf>

<https://science.education.nih.gov/supplements/webversions/SleepDisorders/guide/lesson1.html>

Infographic: <http://school.sleepeducation.com/resources/sleep-recharges-you.pdf>

SESSION FOUR: CONFLICT RESOLUTION

PILLAR	Community and Cultural Competence	GOAL	Explore effective strategies for conflict resolution
OUTCOME	Students will identify the meaning of conflict, the negative effects of unresolved conflict, steps for resolving conflict in different situations, and will practice brainstorming solutions to personal conflicts.		

Session Objectives/Strategies
<p>1. Intro</p> <ul style="list-style-type: none"> a. Feelings Check-in b. Discuss <p>2. Transition</p> <ul style="list-style-type: none"> a. “I Represent Conflict” <p>3. Part 1: Who is responsible for effective communication?</p> <ul style="list-style-type: none"> a. Play one quick game of telephone <ul style="list-style-type: none"> i. What happens when words pass through multiple people? ii. What happens when it is between two people? b. The resolution to conflict always starts with two people. <p>4. Part 2: What is effective communication?</p> <ul style="list-style-type: none"> a. I-statements vs. You-statements b. What else influences effective communication? <ul style="list-style-type: none"> i. Body language ii. Culture iii. Environment iv. Feelings v. Past experiences vi. Perception vii. Situations c. The resolution to conflict is possible when two people are focused on listening and understanding. <p>5. Part 3: Not all strategies are good strategies</p> <ul style="list-style-type: none"> a. Destructive conflict resolution strategies <ul style="list-style-type: none"> i. Attempting to prove who is right ii. Blowing up iii. Lying iv. Personal attacks v. Bringing up the past to prove the present b. The resolution to conflict is possible when two people agree on a mutual goal.
Session Guidelines

House meeting agenda essential components

1. Prayer
2. Review pertinent all-house/homeroom announcements
3. Weekly topic
 - a. Intro
 - b. Strategy for Learning
 - c. Evaluation of Learning

This session can include icebreakers and other community-building activities.

All residents in attendance should be encouraged to share/speak/participate; small groups and pair discussions provide time/encouragement for everyone to speak.

Session Resources

Conflict Resolution Activities:

<https://www.teachervision.com/classroom-management/conflict-resolution-activities>

“Can’t We All Just Get Along?” Conflict Resolution Strategies - Lesson Plan & PPT

https://drive.google.com/drive/u/0/folders/1fe0FhRj-7qd_CTYu9rShvJSzE-xNSx90

<https://www.txcte.org/resource/lesson-plan-can%E2%80%99t-we-all-just-get-along-conflict-resolution-strategies>

“What’s so bad or good about conflict?”

<https://www.teachervision.com/social-skills/whats-so-bad-or-good-about-conflict>

Do’s and Don’ts of Conflict Resolution:

<https://hrdailyadvisor.blr.com/2013/07/29/dos-and-donts-of-resolving-conflict-in-the-workplace/>

5 Conflict Resolution Strategies (and choosing the right one):

<https://climb.pcc.edu/blog/what-are-the-five-conflict-resolution-strategies>

Negative effects of unresolved conflict:

<https://www.tharawat-magazine.com/digital-strategies/psychology-4-negative-consequences-unresolved-conflict-family-business/>

SESSION FIVE: T.H.I.N.K.

PILLAR	Community and Cultural Competence	GOAL	Understand what’s wrong with gossip and how to speak against it
OUTCOME	Students will define gossip, identify the harmful consequences of gossip to self and others, discuss the application of T.H.I.N.K. communication, and practice determining what to do in those situations.		

Session Objectives/Strategies

Intro

Cross the line if...

- You have ever heard someone talking about someone else.
- Someone has ever talked about you behind your back.
- Someone has ever said something about you that wasn’t true.
- You have said something about someone else that wasn’t true.
- Someone has gotten into your business.
- Someone has told you to mind your own business.
- You have ever repeated something you heard about another person.
- You have ever shared someone else’s secret.
- Someone has told your secret to someone else.

Defining Gossip

Discuss: How would you define gossip? What are some of the reasons why people might gossip? How is gossip different from talking to a mutual friend about someone you care about? Explain your thinking.

Create a “Who, What, When, Where, Why” group definition of gossip, including:

- Talking about someone else who is not present
- Gossip can be true, false, or a rumor (unverified information/speculation)
- Reason can include humor, a “good story”, anger, concern, dislike

To demonstrate understanding/demonstrating Each person write one scenario where gossip is taking place. Think about the different types of gossip (sharing a secret, making up a story, exaggerating about something that happened to someone else, talking about something someone did to you, talking about someone else’s relationship with another person, someone’s behavior--did you hear so-and-so got a point because...--, so-and-so is in supervised study hall again, etc.) and write down the Who, What, When, Where, and Why including word-for-word what the person says. Do not use real names.

Example: Kelsey and Mike are outside on the patio, after study hall. They see Joe and Samantha walk to PNS together. Kelsey likes to speculate about drama and says, “You know, last week he

was going to PNS and Starbucks with Hannah every single day. Now he's suddenly going with Samantha. Do you think they argued about something?" (**Or make up your own. Something realistic to dorm life.**)

The Gossiper

Discuss: Do you like to hear a good story about someone else? How does hearing or spreading gossip make you feel? Why do you think gossip gives you these feelings?

What are some ways that someone sharing gossip might justify it? Respond to the following excuses:

- *It's just a funny story.*
- *I'm just curious about what happened.*
- *I don't know that person, so it won't hurt anybody.*
- *I'm not saying anything bad about them.*
- *If they don't want people to talk about it, they shouldn't do that.*
- *I am worried about them.*
- *I'm not the one who started it.*
- *I'm telling you this because I trust you.*

What other excuses might people use? How could you respond?

Discuss: How does technology contribute to/make it easier/more likely to gossip?

(You can't be "overheard", you can't see people's reactions, you can see things that they posted online or screenshot and share things)

The Subject

Discuss: Who do gossipers usually talk about?

An easy target is someone who is: Popular - Unpopular - Smart/successful - Disadvantaged - Different in any way - Friend

Discuss: If they are talking about someone else behind their back, they could just as easily be talking about you behind your back. How would you feel if you were the subject of Gossip?

Make a list of how you can protect yourself from gossip, such as:

- investigate the cause to try to find the source and the reason for the gossip
- stay cool and don't let the bully get to you
- avoid resorting to revenge to solve the conflict
- protect your privacy to make sure that your private information stays private
- don't gossip about others
- keep your good friends close and treat them with respect

Rules to avoid gossip:

1. T.H.I.N.K.

Is it **True**?

Is it **Helpful**?

Is it **Important**?

Is it **Necessary**?

Is it **Kind**?

2. If you didn't see it with your own eyes or hear it with your own ears, don't believe it.

3. If it's not your business, don't talk about it.

Discuss: Write these 3 points down. Circle the one that is most important to you. Explain.

Conclusion:

Make a list of 10 Do's and Don'ts of Gossip

Session Guidelines

House meeting agenda essential components

1. Prayer
2. Review pertinent all-house/homeroom announcements
3. Weekly topic
 - a. Intro
 - b. Strategy for Learning
 - c. Evaluation of Learning

This session can include icebreakers and other community-building activities.

All residents in attendance should be encouraged to share/speak/participate; small groups and pair discussions provide time/encouragement for everyone to speak.

Session Resources

<https://counselor1stop.org/wp-content/uploads/2018/07/Gossip-Deal-With-It-Resource-Guide.pdf>

<https://everydayfeminism.com/2012/11/whats-wrong-with-gossiping/>

<https://www.thecoachingtoolscompany.com/think-acronym-for-kinder-and-more-effective-communications/>

<http://yengascorner.com/2017/04/22/5-myths-gossip/>

SESSION SIX: LOVE LANGUAGES

PILLAR	Community and Cultural Competence	GOAL	Consider the implications of their (and others') love language
OUTCOME	Students will identify their		

Session Objectives/Strategies

Intro

Cross the line if...

- You have ever heard someone talking about someone else.
- Someone has ever talked about you behind your back.
- Someone has ever said something about you that wasn't true.
- You have said something about someone else that wasn't true.
- Someone has gotten into your business.
- Someone has told you to mind your own business.
- You have ever repeated something you heard about another person.
- You have ever shared someone else's secret.
- Someone has told your secret to someone else.

Defining Gossip

Discuss: How would you define gossip? What are some of the reasons why people might gossip? How is gossip different from talking to a mutual friend about someone you care about? Explain your thinking.

Create a "Who, What, When, Where, Why" group definition of gossip, including:

- Talking about someone else who is not present
- Gossip can be true, false, or a rumor (unverified information/speculation)
- Reason can include humor, a "good story", anger, concern, dislike

To demonstrate understanding/demonstrating Each person write one scenario where gossip is taking place. Think about the different types of gossip (sharing a secret, making up a story, exaggerating about something that happened to someone else, talking about something someone did to you, talking about someone else's relationship with another person, someone's behavior--did you hear so-and-so got a point because...--, so-and-so is in supervised study hall again, etc.) and write down the Who, What, When, Where, and Why including word-for-word what the person says. Do not use real names.

Example: Kelsey and Mike are outside on the patio, after study hall. They see Joe and Samantha walk to PNS together. Kelsey likes to speculate about drama and says, "You know, last week he was going to PNS and Starbucks with Hannah every single day. Now he's suddenly going with Samantha. Do you think they argued about something?" **(Or make up your own. Something realistic to dorm life.)**

The Gossiper

Discuss: Do you like to hear a good story about someone else? How does hearing or spreading gossip make you feel? Why do you think gossip gives you these feelings?

What are some ways that someone sharing gossip might justify it? Respond to the following excuses:

- *It's just a funny story.*
- *I'm just curious about what happened.*
- *I don't know that person, so it won't hurt anybody.*
- *I'm not saying anything bad about them.*
- *If they don't want people to talk about it, they shouldn't do that.*
- *I am worried about them.*
- *I'm not the one who started it.*
- *I'm telling you this because I trust you.*

What other excuses might people use? How could you respond?

Discuss: How does technology contribute to/make it easier/more likely to gossip?

(You can't be "overheard", you can't see people's reactions, you can see things that they posted online or screenshot and share things)

The Subject

Discuss: Who do gossipers usually talk about?

An easy target is someone who is: Popular - Unpopular - Smart/successful - Disadvantaged - Different in any way - Friend

Discuss: If they are talking about someone else behind their back, they could just as easily be talking about you behind your back. How would you feel if you were the subject of Gossip?

Make a list of how you can protect yourself from gossip, such as:

- investigate the cause to try to find the source and the reason for the gossip
- stay cool and don't let the bully get to you
- avoid resorting to revenge to solve the conflict
- protect your privacy to make sure that your private information stays private
- don't gossip about others
- keep your good friends close and treat them with respect

Rules to avoid gossip:

4. T.H.I.N.K.

Is it **True**?

Is it **Helpful**?

Is it **Important**?

Is it **Necessary**?

Is it **Kind**?

5. If you didn't see it with your own eyes or hear it with your own ears, don't believe it.

6. If it's not your business, don't talk about it.

Discuss: Write these 3 points down. Circle the one that is most important to you. Explain.

Conclusion:

Make a list of 10 Do's and Don'ts of Gossip

Session Guidelines

House meeting agenda essential components

4. Prayer
5. Review pertinent all-house/homeroom announcements
6. Weekly topic
 - a. Intro
 - b. Strategy for Learning
 - c. Evaluation of Learning

This session can include icebreakers and other community-building activities.

All residents in attendance should be encouraged to share/speak/participate; small groups and pair discussions provide time/encouragement for everyone to speak.

Session Resources

<https://counselor1stop.org/wp-content/uploads/2018/07/Gossip-Deal-With-It-Resource-Guide.pdf>

<https://everydayfeminism.com/2012/11/whats-wrong-with-gossiping/>

<https://www.thecoachingtoolscompany.com/think-acronym-for-kinder-and-more-effective-communications/>

<http://yengascorner.com/2017/04/22/5-myths-gossip/>

SESSION SIX: STRESS

PILLAR	Intrapersonal Development	GOAL	Build a stress management plan
OUTCOME	Students will evaluate their stress level, identify ways that they usually deal with stress, discuss positive and negative stress, list management techniques and practice one of those techniques.		

Session Objectives/Strategies
<p>Part 1 - Tackling the Problem</p> <ul style="list-style-type: none"> -Identify the stressors -Is it something you own? (Is it your responsibility or not) -Is it in your control? (the weather vs. how much time you spent outside; when your teacher gives a test vs. how much you prepare) -Make a plan <p>Part 2 - Taking Care of My Body</p> <ul style="list-style-type: none"> -The power of exercise -Deep breathing / Active relaxation -Eat well -Sleep well <p>Part 3 - Dealing with Emotions</p> <ul style="list-style-type: none"> -Instant vacation: visualize, enjoy a hobby, take a “mini-vacation” (a walk, the park), read a book, technology “fast” -Release emotional tension: laughing/crying, prayer, journaling, talking, creativity (dance, poetry, singing, art, puzzles, music, sewing...) -Stress is not unhealthy. Suppressing stress or believing stress is bad for you is unhealthy <p>Part 4 - Making the world better</p> <ul style="list-style-type: none"> -Volunteer -Do something kind for a stranger or someone you’re not close to -Say “thank you” or “I love you” to someone important in your life
Session Guidelines
<p>House meeting agenda essential components</p> <ol style="list-style-type: none"> 7. Prayer 8. Review pertinent all-house/homeroom announcements 9. Weekly topic <ol style="list-style-type: none"> a. Intro

- b. Strategy for Learning
- c. Evaluation of Learning

This session can include icebreakers and other community-building activities.

All residents in attendance should be encouraged to share/speak/participate; small groups and pair discussions provide time/encouragement for everyone to speak.

Session Resources

How to Make Stress Your Friend

https://www.youtube.com/watch?v=RcGyVTAoXEU&_ga=2.164026879.1138413089.1606755473-689538256.1606755473

My Personal Stress Plan

<https://drive.google.com/file/d/14WBz7yArXXZws9ETtwWFDbYs6TZKr4Ji/view?usp=sharing>

Relaxation and Stress Workbook

https://drive.google.com/file/d/1VNndBGJqd2LMIQHylbi_7zM9tHFbSxPZ/view?usp=sharing

Manage Stress Workbook

https://www.purdue.edu/stepstoleaps/learning-modules/well-being/_docs/Manage-Stress-Workbook.pdf

Stress quiz <https://www.cigna.com/takecontrol/tc/stress/quiz/>

<https://thehealthteacher.com/unit-plan-stress-management/>

<https://www.purdue.edu/stepstoleaps/learning-modules/well-being/stress-management.php>

WELS School Accreditation

Certificate of Membership

Wisconsin Lutheran High School

Milwaukee, WI

Unit ID #1537 Grade Levels: 9-12

has achieved the highest standards of educational excellence required of all members of Wisconsin Evangelical Lutheran Synod School Accreditation and is fully accredited by the WELS Commission on Lutheran Schools.

of WELSSA is recognized by the National Council on Private School Accreditation

September 2020 – September 2021



Commission Chairman Ryan Wiechmann

Executive Director Paul Patterson

EXEMPLARY
STATUS



***Wisconsin Religious and Independent Schools
Accreditation***

Certificate of Accreditation

This is to Certify

Wisconsin Lutheran High School (9-12)

Milwaukee

has achieved the high Standards of excellence required of all members of the Wisconsin Religious and Independent Schools Accreditation and is fully accredited by the Board of Directors.

2020-21

John Saper Ed.S.

President

Christine Whitford

Executive Director

December 10, 2020

Date

National Council for Private School Accreditation



NCPSA

AN ALLIANCE MEMBER OF

This certificate is issued to

Wisconsin Lutheran High School

which has demonstrated to the academic community at various levels that it effectively fulfills the requirements, provisions, and standards prescribed by the Wisconsin Evangelical Lutheran Synod School Accreditation and the National Council for Private School Accreditation in its

Efforts to provide the highest quality educational experience for its students.

Date of Accreditation:

2020 - 2021

Clayton J. Perry, MPA
Executive Director, NCPSA

Tom Pilgreen
President, NCPSA

National Accreditation Center
NCPSA, Sign of Approval



This accreditation certificate is granted by the National Council for Private School Accreditation in concert with the NCPSA Member Association, Wisconsin Evangelical Lutheran Synod School Accreditation, for the years stated, for the progress of this school, accredited by the aforementioned agency.



*National Federation of Nonpublic School
State Accrediting Associations*

CERTIFICATE OF NATIONAL RECOGNITION

Issued to

**Wisconsin Lutheran High School (9-12)
Milwaukee**

The school successfully meets the Standards for accreditation of the Wisconsin Religious and Independent Schools Accreditation. NFNSSAA commends the school community for meeting the rigorous requirements for accreditation and providing a high quality educational experience for the community it serves.

Carolyn

NFNSSAA President

Issued for 2020-21 academic year

Christine Wiland

WRISA Executive Director

STATE CHAPTERS:

Arkansas Michigan Minnesota Missouri Wisconsin

WRISA is a member of the National Federation of Nonpublic School State Accrediting Associations (NFNSSAA)

SCHEDULE A-5

Part II of Form 1023 (Application for Recognition of Exemption)

Not Applicable to WLHS (See WELS Advisory Letter) – WLHS is a religious and educational organization that is exempt from taxation under Section 501(c)(3) of the Code. Per the Wisconsin Evangelical Lutheran Synod letter dated December 21, 2020 and attached to Schedule A-1 hereto, WLHS is exempt under Section 501(c)(3) of the Code because it is an affiliate of the Wisconsin Evangelical Lutheran Synod, and therefore, did not file Form 1023. Please see Schedule A-2 for WLHS's organizational structure and corporate documents.

SCHEDULE A-6

Form 990 (Return of Exempt Organization Exempt from Income Tax)

Not Applicable to WLHS (See WELS Advisory Letter) – WLHS is a religious and educational organization that is exempt from taxation under Section 501(c)(3) of the Code. Per the Wisconsin Evangelical Lutheran Synod letter dated December 21, 2020 and attached to Schedule A-1 hereto, WLHS is exempt under Section 501(c)(3) of the Code because it is an affiliate of the Wisconsin Evangelical Lutheran Synod, and therefore, did not file Form 990. Please see Schedule A-2 for WLHS's organizational structure and corporate documents.

SCHEDULE A-7

Form 990T (Exempt Organization Business Income Tax Return)

Not Applicable to WLHS (See WELS Advisory Letter) – WLHS is a religious and educational organization that is exempt from taxation under Section 501(c)(3) of the Code. Per the Wisconsin Evangelical Lutheran Synod letter dated December 21, 2020 and attached to Schedule A-1 hereto, WLHS is exempt under Section 501(c)(3) of the Code because it is an affiliate of the Wisconsin Evangelical Lutheran Synod, and therefore, did not file Form 990T. Please see Schedule A-2 for WLHS's organizational structure and corporate documents.

SCHEDULE A-8

Ordination Papers

Not Applicable to this Tax Exemption Request

SCHEDULE A-9

Leases and Subleases

Not Applicable to this Tax Exemption Request

SCHEDULE A-10

Concessionaire Agreements/License Agreements

Not Applicable to this Tax Exemption Request

SCHEDULE A-11

Covenants, Restrictions, Rules and Regulations

- A. Covenants, conditions, restrictions, easements, limitations, reservations, terms, lien rights, provisions and charges, including, but not limited to, the use of, and the rights of others in and to the use of the limited common elements, contained in Declaration of Apartments at WLHS Condominium, recorded August 9, 2018, as Document No. 10802260.

- B. Modification and/or amendment by instrument: First Amendment to Declaration of Apartments at WLHS Condominium recorded December 12, 2018, as Document No. 10834343

44



00435707
Tx: 40288803

DECLARATION OF
APARTMENTS AT
WLHS
CONDOMINIUM

DOC. # 10802260
RECORDED:
08/09/2018 03:29 PM
JOHN LA FAVE
REGISTER OF DEEDS
MILWAUKEE COUNTY, WI
AMOUNT: 30.00
FEE EXEMPT #:
TRANSFER TAX:

Document Number

Document Title

Recording Area

Name and Return Address

Davis & Kaufman, s.c.
111 East Kilbourn Avenue, Suite 1400
Milwaukee, WI 53202
Attention: Joseph E. Tierney IV, Esq.

407-9990-110

Parcel Identification Number (PIN)

This instrument was drafted by: Joseph E. Tierney, IV, Esq. of Davis & Kaufman, s.c.

*DECLARATION OF
APARTMENTS AT WLHS CONDOMINIUM*

TABLE OF CONTENTS
APARTMENTS AT WLHS CONDOMINIUM

ARTICLE I: DEFINITIONS.....	1
1.1. Defined Terms.....	1
ARTICLE II: DESCRIPTION AND DESIGNATION.....	4
2.1. Description of Buildings.....	4
2.2. Designation of Units.....	4
2.3. Description of Units.....	4
2.4. Common Elements.....	5
2.5. Declarant's Right to Change Plans.....	5
ARTICLE III: ASSOCIATION OF UNIT OWNERS.....	6
3.1. Membership, Duties and Obligations.....	6
3.2. Voting Rights.....	6
3.3. Right to Vote.....	6
3.4. Board of Directors Review and Approval.....	6
ARTICLE IV: COMMON ELEMENTS AND ASSESSMENT INTERESTS.....	7
ARTICLE V: MAINTENANCE, ALTERATION AND IMPROVEMENT OF CONDOMINIUM.....	7
5.1. Responsibility of Unit Owners.....	7
5.2. Responsibility of Association.....	8
5.3. Repair and Replacement Standards.....	8
5.4. Alterations to Unit.....	8
5.5. Damage to Units and to Common Elements.....	8
ARTICLE VI: COMMON EXPENSES, ASSESSMENTS, TAXES, AND ACCOUNTS.....	9
6.1. Common Expenses.....	9
6.2. Assessment for Common Expenses.....	9
6.3. Payment of Assessments.....	10
6.4. Purchaser of Unit.....	10
6.5. Enforcement of Lien.....	10
6.6. Real Estate Taxes.....	11
6.7. Utility Charges.....	11
6.8. Accounts.....	11
6.9. No Statutory Reserve Account.....	11
ARTICLE VII: USE OF CONDOMINIUM.....	11
7.1. Types of Uses.....	11
7.2. Use of Common Elements.....	11

ARTICLE VIII: RESTRICTIONS ON USE, OCCUPANCY AND TRANSFER.....	11
8.1. Limitations.....	11
8.2. Right to Transfer.....	12
8.3. Right to Lease Apartments.....	12
8.4. Right to Lease Student Housing Units.....	12
8.5. Unlawful Use of Condominium or Unit.....	12
8.6. Unit Owners Restrictions on Use of Unit, Common Elements.....	13
ARTICLE IX: REPAIR OR RECONSTRUCTION.....	13
9.1. Repair or Reconstruction of Condominium.....	13
9.2. Eminent Domain.....	14
9.3. Association as Designated Agent.....	15
ARTICLE X: EASEMENTS AND ENCROACHMENTS.....	15
10.1. Utility and Maintenance Easements.....	15
10.2. Construction Easement.....	16
10.3. Common Elements Easement.....	16
10.4. Unit Owner's Grant of Easement.....	16
10.5. Association's Easement.....	17
10.6. Governmental and Utility Easements.....	17
10.7. Binding Effect.....	17
10.8. Encroachments.....	17
ARTICLE XI: MORTGAGES.....	17
11.1. Separate Mortgages of Units.....	17
11.2. Mortgagees.....	17
11.3. Roster of Mortgagees.....	18
11.4. Liens.....	18
11.5. Restrictions on Actions of Association.....	18
11.6. Application and Effect.....	18
11.7. Amendment to Declaration.....	18
11.8. Priority of First Mortgagees.....	19
ARTICLE XII: INSURANCE.....	19
12.1. Insurance.....	19
12.2. Proceeds of Insurance.....	19
12.3. Public Liability Insurance.....	20
12.4. Fidelity Bonds.....	20
12.5. Separate Insurance.....	20
ARTICLE XIII: SUBDIVISION; PARTITION.....	20
13.1. Subdivision of Units.....	20
13.2. No Revocation or Partition.....	21

ARTICLE XIV: DISCLAIMER OF LIABILITY OF ASSOCIATION.....	21
ARTICLE XV: AMENDMENT TO DECLARATION.....	21
15.1. Amendment.....	21
15.2. Special Amendments.....	21
15.3. Amendments Affecting Apartment Unit.....	22
15.4. Amendments Affecting Student Housing Unit.....	22
ARTICLE XVI: TERMINATION OF CONDOMINIUM.....	22
ARTICLE XVII: ADDITIONAL PROVISIONS.....	23
17.1. Claims; Dispute Resolution.....	23
17.2. Waiver.....	27
17.3. Severability.....	27
17.4. Captions.....	27
17.5. No Obligations.....	27
17.6. Number and Gender.....	27
17.7. Registered Agent.....	27

ATTACHMENTS:

Mortgagee Consent and Subordination

Exhibit A Legal Description of the Property

Exhibit B Plat

Exhibit C Assessment Interests and Special Assessment Interest

**DECLARATION
OF
APARTMENTS AT WLHS CONDOMINIUM**

This Declaration is made as of this 26th day of July, 2018, by WLHS APARTMENTS, LLC, a Wisconsin limited liability company (hereinafter referred to as the "*Declarant*").

Declarant hereby declares that it is the sole owner of the real property located at 8041 West Bluemound Road, Milwaukee, Wisconsin, and more particularly described in Exhibit A, together with all rights appurtenant thereto, and any and all improvements now placed thereon and any and all rights appurtenant to such improvements. Declarant hereby submits the Property to the condominium form of ownership as provided in the Act (defined below) and described on the Plat (as defined below) attached as Exhibit B. All provisions hereof shall be deemed to run with the land and shall constitute benefit and burden Declarant and Declarant's successors and assigns to any interest in the Property.

Declarant reserves the right to assign its rights as Declarant to any person or entity of Declarant's choice at any time without the consent of any Unit Owner or the Association. In the event of such an assignment, Declarant shall record a Special Amendment to this Declaration providing the name of the assignee as the new Declarant.

ARTICLE I: DEFINITIONS

1.1. Defined Terms. Capitalized terms not otherwise defined within the text of this Declaration shall be defined as follows:

- (a) "Act" means Chapter 703 of the Wisconsin Statutes and known as the Condominium Ownership Act, as amended from time to time.
- (b) "Apartments" means those residential apartments located within the Apartment Unit.
- (c) "Apartment Unit" means Unit 2, and included within Unit 2 is the Garage (as defined below).
- (d) "Apartment Unit Owner" means any natural person, corporation, partnership, association, trust, or other entity capable of holding title to real property, or any combination thereof that holds legal title to the Apartment Unit or has equitable ownership to the Apartment Unit as a land contract vendee, but does not include any tenant or other occupant or any Mortgagee before such Mortgagee takes title to the Apartment Unit by foreclosure or process in lieu thereof.

- (e) "Articles" means the Articles of Incorporation of the Association.
- (f) "Assessments" refers to the amount determined by the Association to be due with respect to a Unit and its appurtenant interests for shared Common Expenses. Assessments include both General Assessments and Special Assessments.
- (g) "Assessment Interest" means the undivided percentage interest from time to time of each Unit, determined as provided in Exhibit C, below.
- (h) "Association" means the Apartments at WLHS Condominium Association, Inc., a Wisconsin non-stock corporation.
- (i) "Board of Directors" or "Board" means the governing body of the Association.
- (j) "Building" means any building or buildings located on the Property.
- (k) "Bylaws" mean the Bylaws of the Association.
- (l) "Common Expenses" means expenses of the Association related to Common Elements and any expenses or costs of operation of the Association.
- (m) "Common Elements" means all portions of the Condominium, other than the Units as described in Section 2.4.
- (n) "Condominium" means Apartments at WLHS Condominium.
- (o) "Condominium Documents" consist of the Articles, Bylaws, Plat of Condominium, and this Declaration.
- (p) "Declarant" means WLHS Apartments, LLC, a Wisconsin limited liability company.
- (q) "Declaration" means this Declaration of Apartments at WLHS Condominium.
- (r) "Director" means a member of the Board of Directors of the Association.
- (s) "Garage" means the underground parking facility consisting of approximately sixty-one (61) parking stalls, which Garage is part and parcel of Unit 2.
- (t) "General Assessment" means an assessment against a Unit to meet Condominium Common Expenses and included in Association's annual budget or amendment thereto.

(u) "Limited Common Elements" means those portions of the Common Elements designated in this Declaration or on the Plat, if any, as being Limited Common Elements, and that are reserved for the exclusive use of one or more but less than all of the Unit Owners.

(v) "Managing Agent" means any individual or entity employed by the Association to function as property manager for the Condominium.

(w) "Majority" means any number of Condominium Unit owners with more than 50% of the votes assigned to the Units by the Declaration.

(x) "Member" means every Unit Owner, who by status as a Unit Owner shall also be a Member of the Association.

(y) "Membership Roster" means the list of all Unit Owners entitled to vote at all general and special meetings of the Association.

(z) "Mortgage" means any recorded mortgage or land contract encumbering a Unit or Condominium.

(aa) "Mortgagee" means the holder of any recorded mortgage encumbering one or more of the Units, or a land contract vendor.

(bb) "Parking Space" means a stall in the Garage intended for parking a single motor vehicle.

(cc) "Plat" means the Plat of Condominium, a reduced copy of which Plat is attached hereto as Exhibit B, including a plat depicting the boundaries of the Condominium, location of Units and Common Elements, and floor plans of the Units, which Plat is being recorded pursuant to the Act contemporaneously herewith.

(dd) "Property" means the real property described on Exhibit A.

(ee) "Special Amendment" means an amendment to this Declaration that does not require the consent of anyone other than Declarant.

(ff) "Special Assessment" means any assessment made against a Unit or Units that is not a General Assessment, and is assessed pursuant to Section 6.2.

(gg) "Student Housing Unit" means Unit 1.

(hh) "Student Housing Unit Owner" means any natural person, corporation, partnership, association, trust, or other entity capable of holding title to real property, or any combination thereof that holds legal title to the Student Housing Unit or has equitable ownership to the Student Housing Unit as a land contract vendee, and such right is delegated to the master lessee in the master lease, but does not include any Mortgagee before such Mortgagee takes title to the Student Housing Unit by

foreclosure or process in lieu thereof. For purposes of Article III, hereof, the Student Housing Unit shall be deemed to have only one (1) Student Housing Unit Owner.

(ii) "Unit" means either the Apartment Unit or Student Housing Unit.

(jj) "Unit 1" means the Student Housing Unit designated as Unit 1 on the Plat.

(kk) "Unit 2" means the Apartment Unit designated as Unit 2 on the Plat, together with the Garage.

(ll) "Unit Owner" means either the Student Housing Unit Owner or Apartment Unit Owner.

ARTICLE II: DESCRIPTION AND DESIGNATION

2.1. Description of Buildings. The approximate location and dimensions of the Building in which the Units are located are shown on the Plat.

2.2. Designation of Units. Units are identified by designation and numbers as indicated in this Section 2.2 and on the Plat. Unit 1 shall be the Student Housing Unit. Unit 2 shall be the Apartment Unit. The Condominium is a land condominium, with Units legally described as stated on Exhibit A. Excluded from Unit 1 is any portion of the Garage as may be underneath Unit 1, all of which Garage shall be part of Unit 2, as depicted on the Plat.

2.3. Description of Units. Each Unit as depicted in the Plat shall consist of the land within the Unit description, and any and all improvements as may be constructed therein, except that the Garage shall be part of Unit 2, and no portion shall be within Unit 1, notwithstanding its location of portions of the Garage below grade within the legal description for Unit 1. Each Unit shall be identified by a number as indicated on the Plat. Subject in all cases to the inclusion of the entire Garage within Unit 2, the Units consist of three dimensional geometric constructs illustrated on the Plat and defined with the following boundaries:

(a) **Units.**

(1) **Horizontal Boundaries.** The horizontal boundaries of a Unit shall be as shown and described on the Plat as the Unit line (inclusive of the sidewalks, and landscaping as shown) and the planes extending therefrom to an intersection with the vertical boundaries in accordance with the geometric construct and Unit lines shown on the Plat.

(2) **Vertical Boundaries.** The vertical boundaries of a Unit shall be:

(A) **Upper Boundary.** The upper boundary of a Unit is (i) the horizontal plane of the exterior surface of the roof of the Building

constructed within the Unit, extended to the Unit line or an intersection with the horizontal boundaries described in Section 2.3(a)(1) where such exist and; (ii) where a portion of the Unit is located below or adjacent to another Unit, the horizontal plane of the concrete slab of the Unit above in accordance with the geometric construct set forth in the Plat.

(B) **Lower Boundary.** The lower boundary of a Unit is the horizontal plane of the lower surface of the concrete slab of such Unit, and as respecting Unit 2, the lower surface of the concrete slab beneath the Garage.

The Plat and these boundary descriptions are intended to describe a coherent geometric construct or "cube of air" consistent with what is shown on the Plat with no intervening gaps between the Units. The foregoing language should be construed to achieve that goal.

(b) **Additional Items.** Each Unit shall include:

(1) Any and all improvements constructed within the Unit, including, without limitation, roofs; exterior walls; air conditioning, heating, ventilating, and water systems and equipment; any flues, exhaust fans, ducts, and conduits; wires, cables; electrical, security, fire prevention, telephone, television, and other communication systems; water, sewer, and gas pipes, and all other utility lines and distribution systems; wall safes, medicine cabinets; all interior ceilings, floors, walls, and partitions, floor and wall coverings, and all fixtures and improvements, including, without limitation, plumbing facilities within the Unit. Any portions of the foregoing items set forth in this Section 2.3(b)(1) that exclusively serves a Unit shall be deemed a part of that Unit (including to the extent such items penetrate the concrete slab above or below such Unit); provided, however, any portions thereof serving more than one Unit or any portion of the Common Elements shall be deemed a part of either the Common Elements or the Limited Common Elements, in accordance with the definitions of each set forth in this Declaration.

(2) All exterior doors (including doors to any balcony serving the Unit and entrance doors to the Unit) and any and all hardware, including without limitation, door locks, hinges, and mechanical systems, if any associated with such doors.

2.4. Common Elements. The Common Elements consist of the entire Condominium serving both Unit 1 and Unit 2, other than the Units themselves, and shall include any footings or pillars that support the Units.

2.5. Declarant's Right to Change Plans. Declarant reserves the right, without any consent from the Unit Owners or the Association, to make de minimis changes to the layout, location, dimensions and construction details of the Building, the Units, and Common Elements shown on the Plat for the purposes of conforming to the actual construction or correcting any grammatical errors or drafting inaccuracies, provided that such changes shall

not substantially alter the nature, value, and quality of the Buildings or Units. By accepting a deed to a Unit, the Unit Owner specifically and expressly consents to Declarant's rights under this Section 2.5.

ARTICLE III: ASSOCIATION OF UNIT OWNERS

3.1. Membership, Duties and Obligations. Each Unit Owner shall be a Member of the Association. The Association shall be responsible for carrying out the purpose of this Declaration, including management and control of the Common Elements. The Association shall be incorporated as a nonstock corporation under the laws of the State of Wisconsin. Each Unit Owner and the occupants of all Units shall abide by and be subject to all of the duties and obligations of the Act and the Condominium Documents. The Association shall maintain current copies of this Declaration, the Bylaws, and the Articles of Incorporation, as well as the Condominium records and financial statements, which shall be available for inspection upon request by Unit Owners, any lessee of an entire Unit, and holders, insurers, and guarantors of any Mortgages.

3.2. Voting Rights. There shall be one class of voting membership, with votes assigned to the two Units consistent with the Units' Assessment Interest. There shall be 29.09 votes appurtenant to Unit 1, and 70.91 votes appurtenant to Unit 2. Each Unit Owner shall be entitled to cast the votes appurtenant to such Unit Owner's Unit at all meetings of the Association on matters for which the members are entitled to vote. If title to a Unit is held by more than one person, then the co-owners of the Unit shall notify, in writing, the Secretary of the Association the name of the individual that is entitled to cast the votes appurtenant to such Unit on behalf of all co-owners. If any Unit is subdivided pursuant to Section 13.2, the Unit Owner effectuating such subdivision shall designate how many votes from the total allocated to the Unit being subdivided are to be assigned to the subdivided Units resulting from such subdivision.

3.3. Right to Vote. Each Unit Owner shall be entitled to cast the votes pertaining to any Unit owned by such Unit Owner. Unit Owners may delegate their votes to a tenant of an entire Unit based on a written agreement between the parties. Such delegation shall be limited and administered by such written contract and shall expire or terminate as set forth therein.

3.4. Board of Directors Review and Approval. Except for the initial construction of the Buildings and other initial improvements to the Condominium, the Board of Directors shall review all plans for, and shall have the right to approve or disapprove any plans in a timely manner for any of the following (except as otherwise specified): (i) any improvement, alteration, or modification of the exterior of any Building or other exterior portions of a Unit (including signage or design elements) whose appearance impacts the harmony of the external appearance of the Buildings; or (ii) any plan for any improvement, alteration, or modification to the Common Elements. The Board of Directors shall not approve any plan of any Unit Owner that negatively and materially affects any other Unit or the Common Elements. Notwithstanding the foregoing, if the Design Review Board of the City of Milwaukee formally approves signage or design elements requested by a Unit Owner

for its Unit and such signage or design element does not: (i) reduce access to or visibility of any portion of the Units or Common Elements; or (ii) materially detract from, or disrupt the ability of, the Unit Owners to rent apartments, Board approval shall not be required.

ARTICLE IV: COMMON ELEMENTS AND ASSESSMENT INTERESTS

Every Unit Owner shall own an undivided interest in the Common Elements in accordance with the Assessment Interest table attached hereto as Exhibit C, as a tenant-in-common with all other Unit Owners. Subject to the use restrictions set forth in the Condominium Documents, every Unit Owner shall have the right to use and occupy the Common Elements for all purposes that do not violate the Act, the Condominium Documents, or any combination thereof, which rights shall be appurtenant to and run with each Unit. Each Unit Owner's Assessment Interest is set forth in Exhibit C.

ARTICLE V: MAINTENANCE, ALTERATION AND IMPROVEMENT OF CONDOMINIUM

5.1. Responsibility of Unit Owners. Each Unit Owner, at its sole expense, shall be responsible for keeping its Unit, including, without limitation, all of the Building landscaping, paved areas, pedestrian areas, equipment, fixtures, and appurtenances located on or upon the Unit unless such obligation is specifically imposed on the Association, in good order, condition, and repair, and in a clean and sanitary condition, and in compliance with all applicable laws and regulations. Without in any way limiting the foregoing, each Unit Owner shall be responsible for the maintenance, repair, or replacement of roofs, exterior walls, any commercial equipment, lighting fixtures, plumbing fixtures, the air conditioning, heating and water systems, and equipment, any piping, chutes, flues, exhaust fans, ducts, conduits, wires, cables, electrical, security, telephone, television, safes, cabinets, built in shelving, and all communication systems, water, sewer and gas mains and laterals, and all other utility lines and distribution systems and fixtures and any portions thereof exclusively serving that Unit; provided, however, any portions thereof serving more than one (1) Unit or any portion of the Common Elements shall be deemed a part of the Common Elements in accordance with the definitions of each set forth in this Declaration.

(a) Notwithstanding Section 5.1(a), and unless the Unit Owners otherwise unanimously agree, the Association shall, for purposes of uniformity, replace, repair, paint, maintain, and adorn external features of the Building and other exterior areas located on or part of a Unit; provided, however, the Unit Owner who owns such Unit being maintained or repaired shall pay the costs incurred by the Association.

(b) Each Unit Owner shall at all times maintain the indoor Building temperatures as reasonably required to avoid damage to pipes and other portions of any Unit.

(c) Each Unit Owner shall be solely responsible for the cost of repair of any damage to the Condominium caused by the Unit Owner's failure to fulfill any

obligation pursuant to this Section 5.1. If a Unit Owner fails to discharge its obligations pursuant to this Section 5.1, then ten (10) business days after the Association or Declarant providing the Unit Owner notice of such failure, and the failure of such Unit Owner to commence a cure or provide a bona fide objection to the items set forth in such notice, the Association shall have the right, but not the obligation, to discharge such obligations on behalf of the Unit Owner, and, if any of the actual and reasonable costs so incurred by the Association are not promptly repaid to the Association, then the Board of Directors shall levy a Special Assessment against the Unit for such expense. Notwithstanding the foregoing, in case of an emergency, the right of the Association to discharge the obligations of Unit Owners under Section 5.1 shall be immediate and without notice, provided the Association shall not be obligated to discharge the aforementioned Unit Owner obligations regardless of whether there is an emergency. In the case of an emergency where the Association has elected to exercise the rights of the Unit Owners under Section 5.1, the Association shall use reasonable efforts to notify the applicable Unit Owner of such election as soon as reasonably possible.

5.2. Responsibility of Association. The Association shall be responsible for the management and control of the Common Elements and shall cause the same to be maintained, repaired and kept in good condition, order, repair, and in compliance with all applicable laws and regulations (except as specifically set forth in Section 5.1 above).

5.3. Repair and Replacement Standards. All repairs and replacements shall, to the extent reasonably possible, be done in a manner that is substantially similar to the quality and appearance of original construction and installation.

5.4. Alterations to Unit. Subject to compliance with Section 3.4, a Unit Owner may make any alterations to a Unit deemed desirable to the Unit Owner, including the movement or modification of any interior walls of such Unit Owner's Unit. All work done in connection with any alteration to the Unit shall be completed in a good, workmanlike manner in accordance with all applicable statutes, codes and ordinances, and free from all liens. Any Unit Owner who makes any alterations to its Unit shall indemnify and hold harmless the other Unit Owners, the Board of Directors, the Declarant and the Association from and against all claims of third parties for personal injury or property damage from work performed in connection with any alterations. In the event any alteration to a Unit requires or results in the penetration of the concrete slabs above or below a Unit, the Unit Owner, at the Unit Owner's expense, shall provide the Board of Directors with a diagram produced by X-ray, magnetometer, or other acceptable means showing the location of cables or other structural materials in the slabs.

5.5. Damage to Units and to Common Elements. In the event the Association, or any individual or entity acting on behalf of the Association, damages any portion of a Unit or Common Elements while making any repair or renovation to any portion of a Unit or Common Element, then the Association shall be responsible for promptly repairing and restoring any portion of any such Unit or Common Elements to the condition in which it existed prior to the Association's actions. In the event that any Unit Owner, or any

individual or entity acting on behalf of any Unit Owner, damages any portion of Common Elements, while making a repair or renovation to its Unit, then the Association shall be responsible for promptly repairing and restoring the portion of the Common Elements that were damaged to the condition in which it existed prior to such event and the Unit Owner shall be responsible for paying the actual and reasonable costs incurred by the Association in repairing and restoring the Common Elements. If the Association fails to discharge its obligations pursuant to this Section 5.5, then ten (10) business days after the Unit Owner provides notice of such failure, and the failure of the Association to commence a cure and diligently pursue such cure to completion, the Unit Owner providing the notice shall have the right, but not the obligation, to discharge such obligations on behalf of the Association, and, if any of the actual and reasonable costs so incurred by the Unit Owner are not promptly repaid by the Association, the Unit Owner shall have the right to seek all remedies available at law or equity.

ARTICLE VI: COMMON EXPENSES, ASSESSMENTS, TAXES, AND ACCOUNTS

6.1. Common Expenses. The Common Expenses are all expenses of the Association incurred in relation to the Common Elements, including costs of providing utilities to the Common Elements; obtaining and maintaining insurance for the Units and Common Elements; any association or other fees related to any easements, declarations or similar documents affecting the underlying real property, repair, maintenance, restoration, operation, management, and replacement of the Common Elements; and other expenses related to the Common Elements, except as otherwise specified in the Condominium Documents. The Common Expenses shall be paid for by the Association. The Association shall make Assessments against the Unit Owners, as well as the Units themselves, for such Common Expenses in the manner provided in this Declaration and the Bylaws.

The Assessment obligation appurtenant to a Unit shall commence upon the date on which a certificate of occupancy is issued for the Building contained therein. Prior to such time, the costs will be borne by the Association. Except as expressly stated elsewhere in the Condominium Documents, the percentage of the Common Expenses payable by the individual Units shall be the Assessment Interest of the Unit. No Unit Owner may exempt itself or a Unit from liability for contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of a Unit, provided that, notwithstanding anything to the contrary, no Unit Owner shall be responsible for payment to the Association of any costs incurred in relation to any Limited Common Elements not owned by such Unit Owner except as expressly provided herein. No conveyance shall relieve a Unit Owner or a Unit of such liability, and the Unit Owner shall be jointly, severally, and personally liable along with any grantee in any conveyance of the Unit for the Common Expenses incurred up to the date of sale until all such expenses charged to the Unit have been paid. A Unit, for purposes of this Article VI, shall exist and be made part of the Condominium only upon the recording of this Declaration.

6.2. Assessment for Common Expenses. General Assessments shall be made against the Unit Owners and the Units in accordance with the Unit Owner's Assessment

Interest at the beginning of each fiscal year of the Association to meet estimated Common Expenses of the Association for the ensuing year and shall be payable in twelve (12) monthly installments, on the first day of each month, or on such other periodic basis as the Board determines. Special Assessments for expenses incurred by the Association that relate to a particular Unit or Units, shall be levied against the applicable Unit Owners and Units in accordance with their Assessment Interest at any time the Board of Directors deems advisable; provided, however, Special Assessments are levied in compliance with the Bylaws. The Association shall have the authority to modify Assessments one (1) time during any fiscal year upon not less than thirty (30) days prior written notice. In the event of delinquency in payment, the Association may, as provided for in the Bylaws, assess penalties and interest.

6.3. Payment of Assessments. All Assessments when due, together with any interest thereon and actual costs of collection, shall immediately become a personal liability of the Unit Owner (but not of the shareholders, members or partners) and also a lien, until paid, against the Unit so charged, if a statement of lien is filed within two (2) years after the date the Assessment becomes due. The lien is effective against a Unit at the time the Assessment becomes due regardless of when within the two-year period it is filed. Any statement of lien shall be filed in the land records of the Clerk of Court of Milwaukee County, stating the description of the Unit, the name of the record owners, the amount due and the period for which the Assessment was due. The statement of condominium lien shall be signed and verified by an officer of the Association as specified in the Bylaws and then shall be filed. On full payment of the Assessment for which the lien is claimed, together with all interest and penalties, the Unit Owner shall be entitled to a recordable satisfaction of the lien. Any lien for delinquent Assessments shall be subordinate to a first priority Mortgage on the Unit if the Mortgage was recorded before the delinquent Assessment became due.

6.4. Purchaser of Unit. Any purchaser of a Unit is entitled to a statement from the Board of Directors of the Association setting forth the amount of unpaid Assessments against the seller of such Unit and the Unit. The statement shall be supplied to the purchaser of such Unit within fifteen (15) days after such a written request is received by the Association. In the event of a foreclosure of a Mortgage on a Unit with a delinquent Assessment lien, the foreclosure will extinguish the lien for any Assessments that were payable before the foreclosure sale, but shall not relieve any subsequent Unit Owner from paying further Assessments. The Association shall be entitled to charge a fee for the preparation of financial statements, affidavits, certificates or other materials requested pursuant to the sale of a Unit (the "*Disclosure Fee*"). The amount and terms of payment of the Disclosure fee shall be set forth in the Bylaws.

6.5. Enforcement of Lien. The Association shall have the right to enforce any lien for unpaid Assessments, charges, fines or penalties, shall have all of the rights and remedies provided for in Section 703.165 of the Act, and may exercise those rights and remedies as the Board of Directors deems appropriate. The amount of any lien claim shall

include interest on the unpaid portion of an Assessment and reasonable attorneys' and collection fees.

6.6. Real Estate Taxes. Real estate taxes shall be assessed separately against each Unit, consistent with state statute. Each Unit Owner shall be responsible for paying all real estate taxes assessed against any Unit that it owns. In the event the Association is assessed for any real estate taxes on any Unit, then the Unit Owner who owns the Unit for which the Association is assessed shall pay those real estate taxes.

6.7. Utility Charges. Utility charges and/or fees shall be metered and issued to each separate Unit. These charges shall remain the personal obligation of the Unit Owner. Utility charges for any Common Area shall be a Common Expense.

6.8. Accounts. Accounts shall be established and maintained for the Operating Fund, Reserve for Replacement Fund, or Reserve Operating Fund and any other reserve funds in compliance with Article VII of the Bylaws or any other applicable provision of the Condominium Documents and the Act.

6.9. No Statutory Reserve Account. Pursuant to Section 703.163 of the Act, Declarant elects not to establish a Statutory Reserve Account.

ARTICLE VII: USE OF CONDOMINIUM

7.1. Types of Uses. This Condominium shall consist of residential student housing, multifamily apartment living, and other incidental uses, and such uses shall be permitted only in accordance with this Declaration.

7.2. Use of Common Elements. Each Unit Owner shall have the right in common with all Unit Owners, to use the Common Elements, as may be required for any reasonable purpose, including, but subject to this Declaration and any reasonable rules promulgated by the Association. Such right shall extend to the Unit Owner, and tenants, employees, agents, contractors, invitees, and to the Declarant in the event of and with regard to any unsold Units. 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 Condominium Documents. The Declarant and the Association may establish restrictions on the use of any portion of the Common Elements, provided that, in no event shall any such restrictions materially affect the ability of Unit 2 to utilize the Common Elements as needed.

ARTICLE VIII: RESTRICTIONS ON USE, OCCUPANCY AND TRANSFER

8.1. Limitations. Each Unit Owner, its tenants, agents, representatives, guests, employees, customers, and invitees, shall be subject to the restrictions set forth in this Declaration and the Condominium Documents, as amended from time to time.

(a) Notwithstanding anything to the contrary in the Condominium Documents, Declarant reserves the right to use various portions of the Units it owns

(during any periods of such ownership, only) as models, or leasing, sales or management offices for the Condominium.

(b) The Apartment Unit shall only be used for residential uses and reasonable uses related thereto, provided such related uses are not prohibited by the Condominium Documents or any applicable governmental regulation or law. In accordance with Section 3.4, the Apartment Unit may have such exterior signage as is compliant with the then current applicable statutes, regulations and ordinances.

(c) The Student Housing Unit shall be used residential living and for the housing of students of Wisconsin Lutheran High School and such other educational institutions as determined by the Student Housing Unit Owner, as well as housing for adult supervisors of such students employed by Wisconsin Lutheran High School for such purpose, provided such related uses are not prohibited by the Condominium Documents or any applicable governmental regulation or law, or any restrictions on the land. In accordance with Section 3.4, the Student Housing Unit may have such exterior signage as is compliant with the then current applicable statutes, regulations and ordinances.

8.2. Right to Transfer. Any Unit Owner shall have the right to transfer its Unit or Units by deed, land contract, or by such other means of conveyance as it may choose. If the Association should foreclose or otherwise recover possession of any Unit, Association shall be free to dispose of any such Unit by any means the Association chooses. This Article VIII shall not be amended or repealed by the Association or the Unit Owners without written approval of such amendment or repeal by one hundred percent (100%) of the Unit Owners.

8.3. Right to Lease Apartments. Notwithstanding anything to the contrary in this Declaration or any of the Condominium Documents, the Unit 2 Owner may lease dwelling units on such terms and conditions as it desires in its sole discretion. Occupants of any dwelling units shall be subject to all of the covenants, conditions, and restrictions set forth in the Condominium Documents.

8.4. Right to Lease Student Housing Units. The Unit 1 Owner may lease the entire Student Housing Unit or portions thereof on such terms and conditions as it desires in its sole discretion. Any occupant of the Student Housing Unit or portion thereof shall be subject to all of the covenants, conditions, and restrictions set forth in the Condominium Documents.

8.5. Unlawful Use of Condominium or Unit. No unlawful use may be made of the Condominium or any part thereof and each Unit Owner shall strictly comply with all valid laws, orders, rules, and regulations of all governmental agencies having jurisdiction. Compliance with any legal requirements shall be accomplished by and shall be at the sole expense of the Unit Owner or the Board of Directors, as the case may be, whichever shall have the obligation under this Declaration to maintain and repair the portion of the Condominium affected by any such legal requirements. Each Unit Owner shall give prompt notice to the Board of Directors of any written notice of a violation of any legal requirements

affecting a Unit or the Condominium. Notwithstanding the foregoing provisions, any Unit Owner may, at the Unit Owner's expense, defer compliance with and contest, by appropriate proceedings prosecuted diligently and in good faith, the validity or applicability of any legal requirements affecting any portion of the Condominium that such Unit Owner is obligated to maintain and repair, and the Board of Directors shall cooperate with such Unit Owner in such proceedings, provided that:

(a) Such Unit Owner shall pay and shall defend, save harmless, and indemnify the Board of Directors, the Association and each other Unit Owner and such Unit Owner's Mortgagee, if any, against all liability, loss, or damage that any of them may suffer by reason of such contest and any noncompliance with such legal requirements, including reasonable attorneys' fees and other expenses reasonably incurred;

(b) Such Unit Owner shall keep the Board of Directors advised as to the status of such proceedings;

(c) Noncompliance shall not create a dangerous condition or constitute a crime, public or private nuisance, or an offense punishable by fine or imprisonment; and

(d) No part of any Building shall be subject to being condemned or vacated by reason of noncompliance or otherwise, by reason of such contest.

The Association may also contest any legal requirements and the costs and expenses thereof shall be a Common Expense.

8.6. Unit Owners Restrictions on Use of Unit, Common Elements. Except as may otherwise be expressly provided in this Article VIII:

(a) No Unit Owner, or any tenants, employees, agents, contractors, invitees or guests of a Unit Owner may in any way obstruct the use of another Unit, or the Common Elements.

(b) No Unit Owner, nor any tenants, employees, agents, contractors, invitees or guests of a Unit Owner, shall carry on any noxious activity in any Unit, the Common Elements, nor shall anything be done therein that may be or become an unreasonable annoyance or nuisance to others.

ARTICLE IX: REPAIR OR RECONSTRUCTION

9.1. Repair or Reconstruction of Condominium. If the Condominium is destroyed by fire or other casualty to an extent more than can be repaired or reconstructed with the available insurance proceeds, and, if within ninety (90) days after the date of such

destruction, Unit Owners owning Units to which at least seventy-five percent (75%) of the votes in the Association appertain agree to waive and terminate the Condominium regime, then the Condominium shall be subject to an action for partition, in which event the net proceeds of sale and insurance proceeds, if any, shall be equitably distributed. In the event of a partition pursuant to this Section 9.1, any Unit Owner whose Unit is subject to a Mortgage shall first obtain its Mortgagee's written consent to the Unit Owner's intended vote. Until the execution of judgment partitioning the Condominium, each Unit Owner, and the heirs, successors, or assigns of a Unit Owner, shall have an exclusive right of occupancy of that part of the Condominium that formerly constituted the Unit. In the event of damage or destruction for which insurance proceeds are equal to or greater than one hundred percent (100%) of the cost of completing repair or reconstruction, subject to the provisions of any mortgage affecting the Condominium, the work shall be completed at the direction of the Association and the Owner of the affected Unit(s) and any excess equitably distributed.

9.2. Eminent Domain. In the event of the taking of all or part of the Property under the power of eminent domain, any damages shall be awarded as provided in Section 703.19(3) of the Wisconsin Statutes, as the same is amended from time to time.

(a) **Taking of Common Elements.** Subject to the right of any Unit Owner's Mortgagee to the proceeds of any award, following the taking of all or a part of the Common Elements, the Party receiving that portion of the award applicable to their Unit shall promptly undertake to restore the affected Common Elements to a condition compatible with the balance of the Property, provided that in no event shall any Unit Owner be required to expend more than the amount so awarded to it. However, if the value of the taking exceeds the value of the remaining Common Elements to the extent that, in the judgment of the Association, reconstruction or restoration is not practical, the Condominium shall be subject to an action for partition upon obtaining the written consent of the Unit Owners having at least seventy-five percent (75%) of the votes in the Association. All Unit Owners whose Unit is subject to a mortgage shall first obtain its Mortgagee's written consent to the Unit Owner's intended vote. In the case of partition, the net proceeds of sale, together with any net proceeds of the award of taking, shall be considered as one (1) fund and shall be divided among all Unit Owners in proportion to their Assessment Interests. Any Mortgagee may require that the net proceeds of the award from any taking, payable to the Unit Owner who granted the Mortgagee its Mortgage, be paid directly to a trustee designated by the Mortgagee.

(b) **Taking of Unit.** Following a taking of all or substantially all of one (1) or more Units, such that the restoration or reconstruction of the Unit or Units is not practical, the affected Unit Owners and their Mortgagees, if any, as their respective interests may appear, shall be entitled to receive the full amount of the award for the taking of their Units. The affected Unit Owners shall thereupon release and relinquish any and all interests in the Units or portion thereof so taken. The remaining Unit Owners shall thereafter file an amendment to this Declaration that will change the description of Property and improvements subject to the Declaration and

the portion of the property designated as Units and Common Elements and, if appropriate, change the Assessment Interest appurtenant to each Unit.

(c) **Taking of a Portion of a Unit.** In the event that a portion of any Unit is taken and the Unit is repaired or reconstructed, the Assessment Interests and vote appurtenant to such Unit shall be equitably revised.

9.3. Association as Designated Agent. The Association shall act as the designated agent for a Unit Owner and its Mortgagee for the purpose of representing, negotiating, and settling any proceeds or awards to be made to the Association or the Unit Owner on account of any casualty or damage to the Common Elements or eminent domain proceedings that involve the Common Elements. That portion of the proceeds or awards relating to the Common Elements shall be made payable to the Association for the benefit of the Unit Owners and their Mortgagees. That portion of the Proceeds or awards relating to Unit 1 or 2 respectively shall be made payable to the Owner of such Unit and its Mortgagee. The distribution of such funds in connection with the termination of the Condominium shall be made based upon each Unit's Assessment Interest.

ARTICLE X: EASEMENTS AND ENCROACHMENTS

10.1. Utility and Maintenance Easements. Easements are hereby declared and granted over, across, under, along, and through all Units and any portion of the Common Elements for the benefit of the Declarant, Unit Owners and the Association, and their respective successors and assigns for:

(a) utility purposes, including without limitation, the right to install, lay, maintain, repair, and replace: water, sewer and gas facilities, piping, conduit, and equipment; telephone and data (including internet) facilities, systems, piping, conduit, wire, cable, and equipment; television facilities, piping, conduit, wire, cable, and equipment; security and communication facilities, systems, piping, conduit, wire, cable, and equipment; heating, ventilating and air conditioning facilities, piping, conduit, ducts, wire, cable, and equipment; and electrical facilities, piping, conduit, wire, cable, and equipment; and

(b) maintenance purposes, including without limitation, the right to locate, install, maintain and operate maintenance devices and equipment, including window-washing equipment, exterior/roof maintenance equipment, parking lot repair equipment.

Notwithstanding the foregoing provisions of this Article X, unless otherwise 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 first conveyance of the Unit by the Declarant to a grantee other than the Declarant, or so as not to materially interfere with the use, occupancy or value of the Unit. In addition the easement rights set forth in this Section shall be

exercised so as to not materially interfere with any Unit Owners ownership, operation and use of their respective Unit or Units

10.2. Construction Easement. Notwithstanding anything to the contrary in this Declaration or any of the Condominium Documents, until Declarant shall have completed all improvements to the Common Elements (and provided that Declarant has not transferred ownership of Unit 2 to a third party) and satisfied all of its obligations under any of the Condominium Documents, Declarant reserves an easement for itself and its duly authorized agents, representatives, and employees, over the Common Elements and any Units owned by Declarant for construction or renovation on the Property or related purposes including, but not necessarily limited to: storing tools, machinery, equipment, building materials, appliances, supplies and fixtures; maintaining and correcting drainage of surface, roof or storm water; cutting any trees, bushes, or shrubbery; grading the soil; or taking any other action reasonably necessary for the completion of construction of the Condominium. In the event the Declarant exercises its rights under this Article X, the Declarant shall upon completion of the construction, promptly restore the affected Property as closely as possible to the condition it was in prior to the construction. Each Unit Owner hereby acknowledges that the activities of the Declarant may temporarily impair the view and cause inconveniences to the Unit Owners, and the Unit Owners shall not have any right to compensation for such impairment or inconvenience. After ownership of Unit 2 has been transferred to a third party other than Declarant, the then Owner of Unit 2 shall, until such time as all construction on the interior and exterior of the Condominium shall have been completed, from time to time, have the same easement rights granted to Declarant in this Section 10.2.

10.3. Common Elements Easement. The Common Elements are hereby made subject to the following easements in favor of the Units benefited:

(a) for the installation, repair, maintenance, use, removal and/or replacement of heating, ventilating, air conditioning, and water systems and equipment, any chutes, flues, exhaust fans, ducts, conduits, wires, cables, electrical, security, telephone, television and other communication systems, water, sewer and gas facilities, and all other utility lines and distribution systems, to the extent any such system or, that portion of a system, encroaches into any portion of the Common Elements and serves a particular Unit or is necessary for service to a Unit;

(b) for the installation, repair, maintenance, use, removal, or replacement of electrical installations that are a part of or serve any Unit, but encroach into any portion of the Common Elements adjacent to such Unit; provided that the installation, repair, maintenance, use, removal or replacement of any such item does not unreasonably interfere with the use of any part of the Common Elements, adversely affect either the thermal or acoustical character of any of the Buildings or impair or structurally weaken any of the Buildings; or

10.4. Unit Owner's Grant of Easement. By acceptance of a deed of conveyance, each Unit Owner thereby grants a right of access to, over, and through the Unit Owner's

Unit, including, without limitation, the right of access provided by Section 703.32 of the Act, to the Board of Directors and the Managing Agent, their respective agents and employees, for the purpose of exercising their respective powers and responsibilities; provided, however, that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit.

10.5. Association's Easement. The Association shall have a perpetual and non-exclusive easement on, over, and through any and all hallways, stairs, elevators, walkways, ramps, or drives at any time a part of the Condominium for pedestrian and vehicular ingress and egress into and from any and all portions of the Condominium, and for purposes of constructing stairs, walkways, ramps, drives, or any other similar form of ingress or egress, on, over, and through any portion of the Condominium, except portions occupied by structural improvements. In the exercise of any rights hereunder, there shall be no unreasonable interference with the use of any Unit or the Common Elements for the purposes for which each is reasonably intended.

10.6. Governmental and Utility Easements. The Association shall have the right to grant easements to governmental entities and utilities on, over, and through any of the Common Elements that are necessary or desired for the development, construction, maintenance, repair, or restoration of the Building. In the exercise of any rights hereunder, there shall be no unreasonable interference with the use of any Unit or the Common Elements for the purposes for which each is reasonably intended.

10.7. Binding Effect. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on Declarant, and Declarant's successors and assigns in ownership to either or both Unit 1 and Unit 2, and their respective tenants, subtenants, purchasers and Mortgagees, and their successors and assigns.

10.8. Encroachments. In the event, by reason of construction, reconstruction, settlement, or shifting of any Building, or the design or construction of any Unit, any part of the Common Elements shall at any time encroach upon any part of any Unit, or any part of any Unit shall at any time encroach upon any part of the Common Elements or any Unit shall at any time encroach upon part of any other Unit, an easement for the continuation and maintenance of such encroachment is hereby established and shall exist for the benefit of such encroaching Unit or Common Element so long as all or any part of the applicable Buildings, Unit, or Common Element shall remain standing; provided, however, that in no event shall an easement for any encroachment be created in favor of the Unit Owner of any Unit if such encroachment occurred due to willful and knowing conduct of said Unit Owner.

ARTICLE XI: MORTGAGES

11.1. Separate Mortgages of Units. Each Unit Owner shall have the right to mortgage or otherwise encumber any Unit owned by such Unit Owner.

11.2. Mortgagees. When a Mortgage is delivered by a Unit Owner to the Mortgagee, the Unit Owner shall 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.

11.3. Roster of Mortgagees. The Board of Directors shall maintain a roster of Mortgagees from information received by the Unit Owners. The roster shall state the name and address of each Mortgagee. Upon written request of the Board of Directors, each Mortgagee shall advise the Association as to the priority of its lien on the Unit, excluding any Mortgagee of Declarant.

11.4. Liens. The liens for Assessments, charges, fines, or penalties 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 Mortgage recorded prior to the making of the Assessment or construction liens filed prior to the making of the Assessments.

11.5. Restrictions on Actions of Association. The Association may not take any of the following actions without consent of the Mortgagees:

- (a) encumber the Common Elements; or
- (b) assign the future income of the Association, including its right to receive any Assessments.

No provision contained herein shall be deemed to limit the Association's power to grant any non-exclusive easements over the Common Elements, provided that same do not operate to limit or otherwise adversely affect the use of such easements by the Unit Owners.

11.6. Application and Effect. The provisions of this Article XI shall supersede any inconsistent provision or provisions of this Declaration or the Bylaws; provided however, that said provisions shall not be deemed to limit or expand the following:

- (a) the right to subdivide Units; and/or
- (b) the rights of any Unit Owner or Mortgagee with respect to matters solely affecting such Unit and/or Mortgagee.

11.7. Amendment to Declaration. No amendment to this Declaration shall affect the rights of a Mortgagee whose interest was recorded prior to the recordation of any such amendment, unless the Mortgagee consents in writing to the amendment.

11.8. Priority of First Mortgagees. Except as otherwise provided by the Act, no provision of this Declaration or the Condominium Documents shall be construed to grant to any Unit Owner, or to any other party, any priority over any rights of holders of first Mortgages pursuant to their first Mortgages in case of the distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Units, the Common Elements, both, or any portions thereof.

ARTICLE XII: INSURANCE

12.1. Insurance. The Association shall maintain fire and broad form extended coverage insurance on the Buildings including the walls and structure of the Buildings located within Units 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 or any tenant), in an amount not less than the replacement value of the Buildings and the walls and structure of the Buildings located within Units and the Common Elements and fixtures owned by the Association and Unit Owners from time to time; including endorsements for automatic changes in insurance coverage as fluctuating values may warrant, contingency endorsements covering nonconforming use and a Special Condominium Endorsement. 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 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 and 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 upon obtaining the written consent of Unit Owners holding a majority of the votes in the Association. 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.

12.2. Proceeds of Insurance. In the event of partial or total destruction of the Buildings and/or the Common Elements, and the Association determines to repair or reconstruct the Buildings and/or the Common Elements according to Article IX hereof and Section 1 of Article X of the 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 Buildings and/or the Common Elements, or portions thereof that were damaged. If it is determined (according to Section 9.1 of this Declaration and Article X of the Bylaws) not to reconstruct or repair the Buildings and/or Common Element, then the proceeds shall be distributed according to Section 9.1 of Article IX hereof and Article X of the Bylaws.

12.3. 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 One Million and 00/100 Dollars (\$1,000,000.00) per single occurrence. The insurance coverage shall preclude the insurer's denial of a Unit Owner's claim because of the negligent acts of the Association or any Unit Owner. The Association may also provide workmen's compensation insurance, directors, and officers, liability insurance in such amounts as are determined by the Board of Directors to be necessary from time to time.

12.4. Fidelity Bonds. The Association may provide a blanket fidelity bond for anyone who either handles or is responsible for funds held or administered by the Association. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association. In no event shall the face value of the bond be for an amount less than the sum of three (3) months' Assessment plus any reserve funds held by the Association. The bond shall include a provision that calls for ten (10) days' written notice to the Association, the Unit Owner and any Mortgagee before the bond can be canceled or substantially modified. Any management agent that handles funds for the Association shall carry a fidelity bond with the same coverage as stated above.

12.5. Separate Insurance. Each Unit Owner shall be responsible for obtaining liability insurance for the Unit Owner's Unit and casualty insurance for the personal property of the Unit Owner.

ARTICLE XIII: SUBDIVISION; PARTITION

13.1. Subdivision of Units. Consistent with Section 703.13(7) of the Act, a Unit Owner may divide its Unit, from time to time; provided such subdivision is approved by the holder of any Mortgage of the Unit and any ground lessor. Such subdivision shall become effective only upon the recording of: (i) an amendment to this Declaration setting forth a new identifying number for each new "Subunit" and allocating the Assessment Interest and votes appertaining to said subdivided Units; and (ii) an amendment to the Condominium Plat showing the boundaries and dimensions of the new Subunits and any new identifying numbers, which shall be certified as to its accuracy by a civil engineer, architect, or licensed land surveyor authorized to practice his or her profession in the State of Wisconsin. The aggregate Assessment Interests and votes allocated to the newly created Subunits shall equal the Assessment Interests and votes applicable to the original Unit prior to subdivision. Included within the subdivision right above, upon not less than sixty (60) days' advance written notice to the other Unit Owner, a Unit Owner, in its sole discretion, may subject a Unit to the condominium form of ownership pursuant to the Act (a "Sub-Condo"). The owner of such Unit shall be the declarant of the Sub-Condo and shall cause the recording of the condominium declaration and plat creating the Sub-Condo, and shall cause the formation of an association of Sub-Condo unit owners (the "Sub-Condo Association"). One of the duties of the Sub-Condo Association shall be to appoint the requisite number of Directors to the Association's Board of Directors. The Sub-Condo shall have the same representation on

the Board of Directors and votes in the Association as existed immediately prior to the creation of the Sub-Condo.

13.2. No Revocation or Partition. Except as otherwise set forth herein or in the Bylaws, 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 the requisite percentage of Unit Owners.

ARTICLE XIV: DISCLAIMER OF LIABILITY OF ASSOCIATION

Notwithstanding anything contained herein or in the Condominium Documents, the Association shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Unit Owner, occupant, tenant, or user of any portion of the Property including, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing, each Unit Owner and each other person having an interest in or lien upon, or making a use of, any portion of the Property shall be bound by this Article XIV and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this Article XIV. Each Unit Owner shall be solely responsible for personal property located in the Unit, and to obtain insurance against loss, theft or damage as to such personal property.

ARTICLE XV: AMENDMENT TO DECLARATION

15.1. Amendment. Except as otherwise provided by the Act, or in this Declaration, this Declaration may be amended by the agreement of Unit Owners having at least two-thirds (2/3) of the votes in the Association and in the manner provided by Section 703.09(2) of the Act; provided that, notwithstanding anything to the contrary, in no event shall any amendment to this agreement be effective unless and until same is approved in writing by the Owner of Unit 2. Any Unit Owner whose Unit is subject to a Mortgage shall first obtain such Mortgagee's written consent to the Unit Owner's vote in favor of any amendment on a form satisfactory to the Board of Directors. Copies of amendments shall be certified by the President and Secretary of the Association in a form suitable for recording. The amendment shall be recorded in the office of the Register of Deeds of Milwaukee County and such amendment shall be effective at the time it is recorded. A copy of the amendment shall be mailed or personally delivered to each Unit Owner's address as stated on the Membership Roster. So long as the Declarant owns one (1) or more Units, this Declaration shall not be amended in any manner that would prevent or unreasonably interfere with the sale, lease or other disposition of Units owned by Declarant.

15.2. Special Amendments. Declarant, for as long as the Declarant shall have any ownership interest in the Property or Condominium, or, when the Declarant no longer has an

interest in the Property or Condominium, the Board of Directors, 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 any governmental entity or any institutional lender issuing a commitment to make Mortgage loans covering twenty percent (20%) or more of the Units; (ii) to induce any of such entities to make, purchase, sell, insure, or guarantee Mortgages secured by any Unit; (iii) to conform this Declaration with the requirements of the Act; (iv) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto; or, (v) to assign the Declarant's ownership interest in the Property to another entity of its choosing, or to assign Declarant's interest as Declarant to any Mortgagee of the Property, provided that no such Special Amendments shall increase the costs or obligations of the Owner of Unit 2 or reduce the obligations of the Declarant or Association. The rights reserved to the Declarant under this Section 15.2 shall terminate at such time as the Declarant no longer holds or controls title to any part of the Property or six (6) years from the date this Declaration is recorded, whichever first occurs.

15.3. Amendments Affecting Apartment Unit. Notwithstanding anything to the contrary in the Condominium Documents, any proposed Amendment to this Declaration that affects the operation, use, ownership, or development of the Apartment Unit must be approved in writing by the Apartment Unit Owner affected thereby in order for such Amendment to this Declaration to be effective. Any such Amendment that is not approved in writing as required in this Section 15.3 shall be null and void and of no force and effect.

15.4. Amendments Affecting Student Housing Unit. Notwithstanding anything to the contrary in the Condominium Documents, any proposed Amendment to this Declaration that materially affects the operation, use, ownership, or development of the Student Housing Unit must be approved in writing by the Student Housing Unit Owner affected thereby in order for such Amendment to this Declaration to be effective. Any such Amendment that is not approved in writing as required in this Section 15.4 shall be null and void and of no force and effect.

ARTICLE XVI: TERMINATION OF CONDOMINIUM

Consistent with Section 703.28 of the Act, the Condominium may be terminated upon the approval of a termination agreement ("*Termination Agreement*") signed by all the Unit Owners. Any Unit Owner whose Unit is subject to a Mortgage or other lien shall first obtain such lienholder's written consent to the vote. The Termination Agreement shall include provisions relating to the use and maintenance of Common Elements. The Termination Agreement shall also provide for the allocation and transfer of title to the Common Elements such that title to the Common Elements shall be vested in the successors to the Unit Owners as tenants-in-common in proportion to their predecessor Unit Owner's Assessment Interest, except that title to Limited Common Elements shall be vested in the former Unit or Units to which they appertain, individually or as tenants-in-common, as the case may be. The Termination Agreement shall be recorded in the office of the Register of Deeds for Milwaukee County.

ARTICLE XVII: ADDITIONAL PROVISIONS

17.1. Claims; Dispute Resolution.

(a) **Definition of a Claim.** A "Claim" is a demand or assertion by a party seeking, as a matter of right, adjustment, or interpretation of terms, payment of money, or other relief with respect to the terms of the Condominium Documents. The term "Claim" also includes other disputes and matters in question between any Unit Owner and Declarant, between Declarant and the Association, between the Association and any Unit Owner or between any Unit Owner and another Unit Owner arising out of or relating to the Condominium or the Condominium Documents. For purposes of this Section 17.1, the term "Declarant" shall include Declarant and Declarant's officers, directors, agents or employees. Notwithstanding the foregoing or anything to the contrary herein, this Section 17.1 shall not be construed to affect, alter, or in any way limit or apply to (i) the formulation, levying, payment, collection, or enforcement of Assessments or liens therefor, as set forth herein or the Bylaws, or any other payment or fee required, or (ii) remedies against a Unit Owner for violation of the Declaration, Bylaws, or the Act; and all provisions of the Condominium Documents other than this Section 17.1 shall control in such matters.

(b) **Procedure for Making Claims and Burden of Proof.** Claims must be made by written notice to the other interested party or parties hereto. The responsibility to substantiate Claims shall rest with the party making the Claim.

(c) **Time Limits on Claims.** Claims by any party must be made within forty-five (45) days after occurrence of the event giving rise to such Claim or within forty-five (45) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later; provided, however, that the claimant shall use its best efforts to furnish the other party, as expeditiously as possible, with notice of any Claim once such Claim is recognized, and shall cooperate with the party against whom the Claim is made in any effort to mitigate the alleged or potential damages or other adverse consequences arising out of the condition that is the cause of such a Claim. Any additional Claim related to the initial Claim that is made after the initial Claim has been implemented will not be considered. Claims may also be reserved in writing within the time limits set forth in this Section 17.1(c). If a Claim is reserved, the procedures described in Sections 17.1(e) and (f) shall not commence until a written notice from the claimant is received by the other party. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information then available to the claimant that will facilitate prompt verification and evaluation of the Claim.

(d) **Continuing Performance.** Pending final resolution of a Claim, no party shall be excused from the performance of any obligation under the Condominium Documents.

(e) **Negotiation; Mediation.**

(1) **Negotiation.** Prior to submitting any Claim to mediation or arbitration, the parties hereto shall diligently attempt, in good faith, to settle any Claim by negotiation between all of the parties to such Claim. If the parties are unable to reach a negotiated settlement with respect to such Claim within sixty (60) days after the commencement of negotiations, the parties may continue to diligently negotiate in good faith with respect to such Claim, or, at the option of any party to the Claim, the Claim may be submitted to mediation by written demand for mediation delivered to the other parties to such Claim. Such mediation shall be held pursuant Section 17.1(e)(2).

(2) **Mediation.** If the parties to a Claim are unable to reach a negotiated settlement with respect to any Claim pursuant to Section 17.1(e)(1), the Claim shall be submitted to mediation upon the delivery of a written demand therefore from one (1) party to the Claim to all the other parties to the Claim. Any mediation shall be conducted by a proprietary mediation service reasonably acceptable to the parties to the Claim. In the event the parties to the Claim are unable, within sixty (60) days after a written demand for mediation, to agree on a mutually acceptable mediation service, any party to the Claim may demand arbitration pursuant to Section 17.1(f) hereof. Upon selection of the mediation service by the parties to the Claim, the parties shall diligently attempt, in good faith, to settle any disputes by mediation. If the parties are unable to reach a mediated settlement with respect to such Claim within sixty (60) days after the commencement of mediation, the parties may continue to diligently mediate in good faith with respect to such Claim, or, at the option of any party to the Claim, the Claim may be submitted to arbitration by written demand therefore delivered to the other parties to such Claim. Arbitration shall be held pursuant Section 17.1(f) hereof. Section 17.1(e)(2) shall not be applicable to any Claim involving Chase.

(f) **Arbitration.**

(1) **All Controversies and Claims Subject to Arbitration.** The sole method of resolving Claims under the Condominium Documents will be by negotiation, mediation and arbitration as provided in this Section 17.1. Any controversy or Claim arising out of or related to any agreement between any Unit Owner, Declarant and the Association, shall be settled by negotiation, mediation and arbitration in accordance with this Section 17.1.

(2) **Commencement of Arbitration.** Any party to a Claim that remains unresolved after negotiation and mediation pursuant to Section 17.1(e) may commence arbitration by written demand therefor delivered to the other parties to such Claim. No Claim may be heard in arbitration if a Notice of Claim was not timely filed pursuant to Section 17.1(e), or if the Claim would otherwise be barred by an applicable statute of limitations.

(3) **Arbitration Procedures.** Except as otherwise expressly provided herein, arbitration shall be held in accordance with the applicable Arbitration Rules of the American Arbitration Association in effect from time to time.

(4) **Number and Selection of Arbitrators.** Arbitration panels shall consist of the following numbers of arbitrators, as the case may be:

(A) in the event the Claim or Claims subject to arbitration are less than or equal to an aggregate of \$200,000.00, the arbitrator shall consist of one (1) person reasonably acceptable to all parties to the Claim or Claims; or

(B) in the event the Claim or Claims subject to arbitration are more than \$200,000.00 in the aggregate, the arbitration panel shall consist of three (3) persons reasonably acceptable to all of the parties to the Claim or Claims.

In the event the parties to a Claim or Claims cannot, after thirty (30) days, agree upon the arbitrator or arbitrators, the selection of the arbitrator or arbitrators shall be submitted to the American Arbitration Association, who shall be instructed to appoint the arbitrator or arbitrators from the American Arbitration Association's Large Complex Panel.

(5) **No Authority to Award Punitive Damages.** The arbitrator or arbitrators shall have no authority to award punitive damages nor make any ruling, finding, or award that does not conform to the terms and conditions of the Condominium Documents, the Act, and applicable law.

(6) **Award of Attorney's Fees and Costs.** The arbitrator or arbitrators are authorized to, but shall not be obligated to, award all or a part of the costs and fees, incurred by a party, including arbitration fees, administrative expenses, witness fees, and reasonable attorneys' fees as the arbitrator or arbitrators shall deem to be just and equitable.

(7) **Non-Disclosure.** Neither a party to a Claim nor the arbitrator or arbitrators may publicly disclose the results of any arbitration hereunder, without the prior written consent of all of the parties, except as required by law or as may be required to conform to the Condominium Documents.

(8) **Site and Timing of Hearings.** All hearings will be held at a mutually agreeable place.

(9) **Pre-Hearing Procedures.** The arbitrator or arbitrators shall order a pre-hearing exchange of information by the parties, which may include production of requested documents reasonably required by the parties, exchange of summaries of testimony of proposed witnesses, the deposition of any experts and limited depositions of the parties. All issues regarding

conformation with discovery requests shall be decided by the arbitrator or arbitrators. The arbitrator or arbitrators shall require a pre-hearing meeting between the parties at which each party shall present a memorandum disclosing the factual basis of its Claim and defenses and disclosing all legal issues to be raised. It shall also disclose the names of any expert a party may present as a witness in the proceedings. Failure to disclose such experts shall bar their testimony at the arbitration. Any reports, calculations and other data used by an expert in reaching his opinion and who is called as a witness shall be provided at least ten (10) days prior to such expert's scheduled deposition. If such reports, calculations and other data are not so presented, such reports, calculations and other data shall be precluded from being used at any arbitration.

(10) **Compensation of the Arbitrators.** Payment for services of the arbitrator or arbitrators will be at the rates agreed to between the arbitrator or arbitrators and the parties to the Claim, and may include study time, panel conferences and actual hearing time. Direct expenses incurred by the arbitrator or arbitrators will be reimbursed at the actual cost incurred. Billing for such expenses shall be submitted within thirty (30) days of the conclusion of arbitration and shall include an itemized listing supported by copies of the original bills, invoices and other relevant supporting data. Unless otherwise awarded by the arbitrator or arbitrators pursuant to Section 17.1(f)(6) hereof, each party to or included in any Claim submitted to arbitration shall bear an equal share of the costs incurred by the arbitrator or arbitrators with respect to the subject Claim.

(11) **Legal Relations.** The parties hereto agree that the arbitrator or arbitrators, in the performance of their duties, are acting in the capacity of an independent contractor and are not employees or agents of any party hereto.

(12) **Joinder or Consolidation.** Any arbitration hearing shall include by way of joinder or consolidation, any Unit Owner, contractor, developer, architect, subcontractors or separate contractors, and any other persons substantially or materially involved in a common question of fact or law if the presence of any such person is required in order that complete relief may be accorded in arbitration. The agreement to arbitrate and this agreement of joinder shall be specifically enforceable under Wisconsin State law and venue therefore shall be in any court having jurisdiction there over and sitting in Milwaukee County, Wisconsin.

(13) **Finality of Award.** The Award rendered by the arbitrator or arbitrators shall be final and binding upon the parties.

(14) **Written Opinion.** The award of the arbitrator or arbitrators shall be accompanied by a written, reasoned opinion and shall be rendered no

later than thirty (30) days from the date the subject arbitration is formally closed.

(15) **Applicability of Section 17.1(f).** Section 17.1(f) shall not be applicable to any Claim involving Chase.

17.2. Waiver. The failure of the Association or any Unit Owner to enforce any provision of this Declaration or any provision in the Condominium Documents or to exercise any right or option or to serve any notice or to institute any action, shall not be construed as a waiver by the Association or Unit Owner.

17.3. Severability. The provisions contained herein shall be construed as independent and severable and the invalidity or unenforceability of any provision or portion thereof shall not be deemed to impair or affect the validity or enforceability of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect. Any conflict between any provision of any Condominium Document and the Act, or any questions regarding the interpretation of any Condominium Documents, shall be governed by the Act.

17.4. Captions. The captions and headings of various paragraphs of this Declaration are for convenience only and are not to be construed as defining or limiting the scope or intent of the provisions thereof.

17.5. No Obligations. Nothing contained in the Condominium Documents shall be deemed to impose upon the Declarant or its successors or assigns any obligations of any nature to build, renovate or provide any improvements except to the extent required by the Act and as set forth in this Declaration.

17.6. 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.

17.7. Registered Agent. The registered agent for service of process on the Declarant shall be Wisconsin Lutheran High School, Attention: Reverend Kenneth Fischer, 330 North Glenview Avenue, Milwaukee, Wisconsin 53213, or such other person or entity as may be designated by the Board of Directors of the Association and upon proper filing of said name with the Register of Deeds for Milwaukee County, Wisconsin, and with the Department of Financial Institutions of the State of Wisconsin.

[SIGNATURE PAGE FOLLOWS]

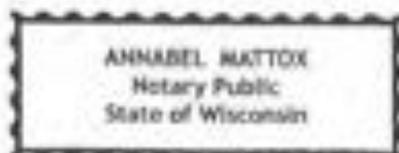
IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the date first set forth above.

**DECLARANT:
WLHS APARTMENTS, LLC**

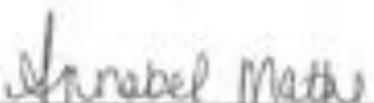
By: 
Reverend Kenneth J. Fisher, Manager

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF Milwaukee)



Personally came before me this 11 day of July, 2018, the above-named Reverend Kenneth J. Fischer, as the Manager of WLHS Apartments, LLC, to me known to be the people who executed the above and foregoing instrument in such capacity and acknowledged the same.


Printed Name: Annabel Mattox
Notary Public, Wisconsin
My Commission expires: 6/5/22

[Signature Page to Declaration of Apartments at WLHS Condominiums]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

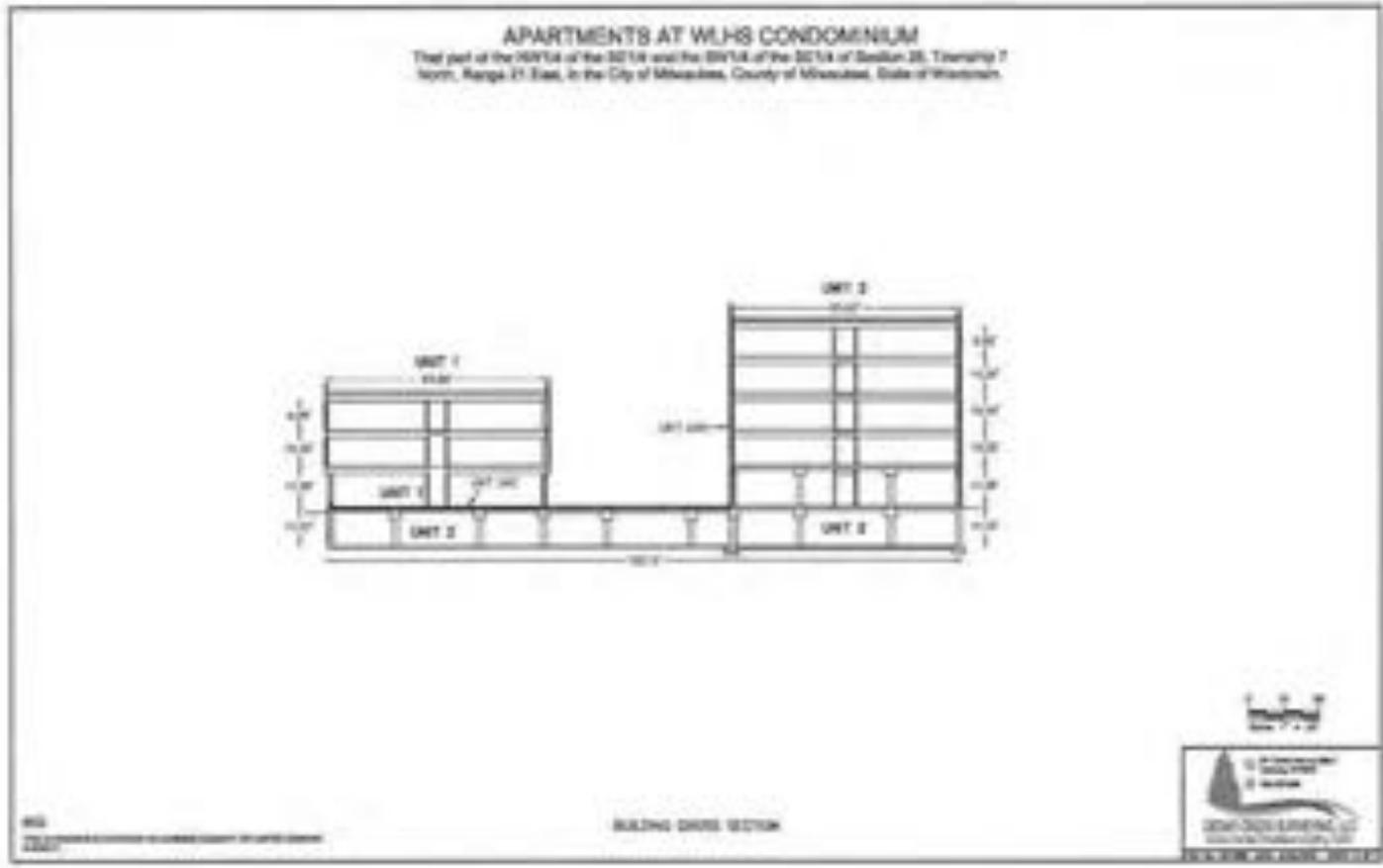
That part of lands in the Southeast $\frac{1}{4}$ of Section 28, Township 7 North, Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, more particularly described as follows, to-wit: commencing at a point in the North and South $\frac{1}{8}$ Section line, said line being the West line of Kaufer's Subdivision and Pleasant Park Subdivision, in the Southeast $\frac{1}{4}$ of Section 28, Township 7 North, Range 21 East, said point lying 1174.76 feet North of the South line of said $\frac{1}{4}$ Section; running thence North 77 deg. 55'38" West 391.14 feet to a point, said point being the point of beginning of the land to be described; continue thence North 77 deg. 55'38" West 93.13 feet to a point; thence North 11 deg. 27'57" East 234.20 feet to a point; thence North 15 deg. 46'40" East 56.40 feet to a point in the Southerly line of West Blue Mound Road; thence Southeasterly along the Southerly line of West Blue Mound Road, being a curved line, the radius of which lying to the Southwest is 1849.86 feet and whose long chord is 201.74 feet and bears South 72 deg. 01'44" East to a point in the Westerly line of North Honey Creek Parkway; thence Southwesterly along the Northwesterly line of North Honey Creek Parkway, being a curved line, the radius of which lying to the Northwest is 1023.50 feet and whose chord is 290.91 feet and bears South 34 deg. 02'40" West 291.90 feet to the point of beginning.

EXHIBIT B

PLAT

The following Plat attachment is for viewing purposes only.





APARTMENTS AT WJHS CONDOMINIUM

The part of the NORTH of the SECTION and the SOUTH of the SECTION of Section 28, Township T North, Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.



PART 2
PARKING LOWER LEVEL
PLAN NO. 11



APARTMENTS AT WJHS CONDOMINIUM

The part of the NW 1/4 of the SE 1/4 and the SW 1/4 of the SE 1/4 of Section 25, Township 1 North, Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.



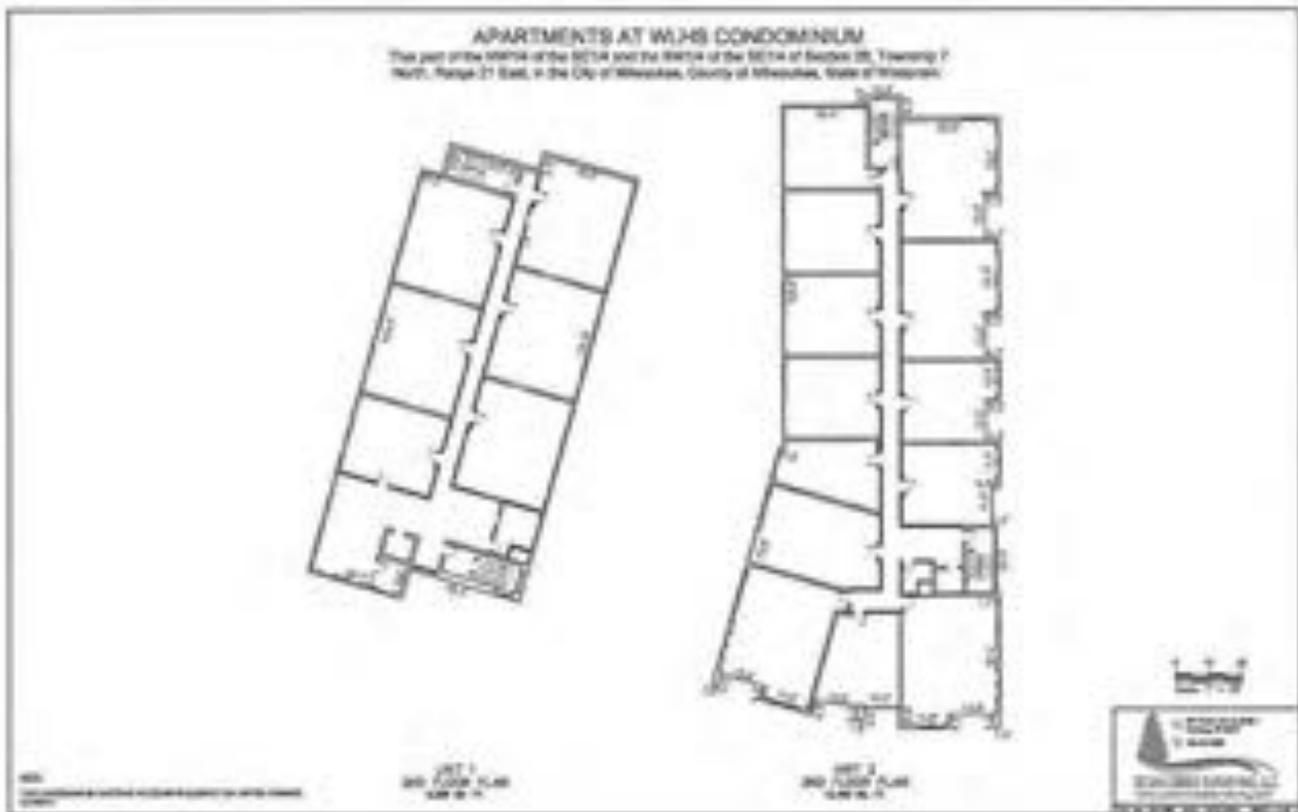
0 10' 20'

UNIT 1
107' CLONE PLAN
440 sq. ft.

UNIT 2
107' CLONE PLAN
440 sq. ft.

UNIT 3
107' CLONE PLAN
440 sq. ft.





APARTMENTS AT WJHS CONDOMINIUM

The part of the NORTH of the SECT 14 and the SOUTH of the SECT 14 of Section 26, Township 1 North, Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

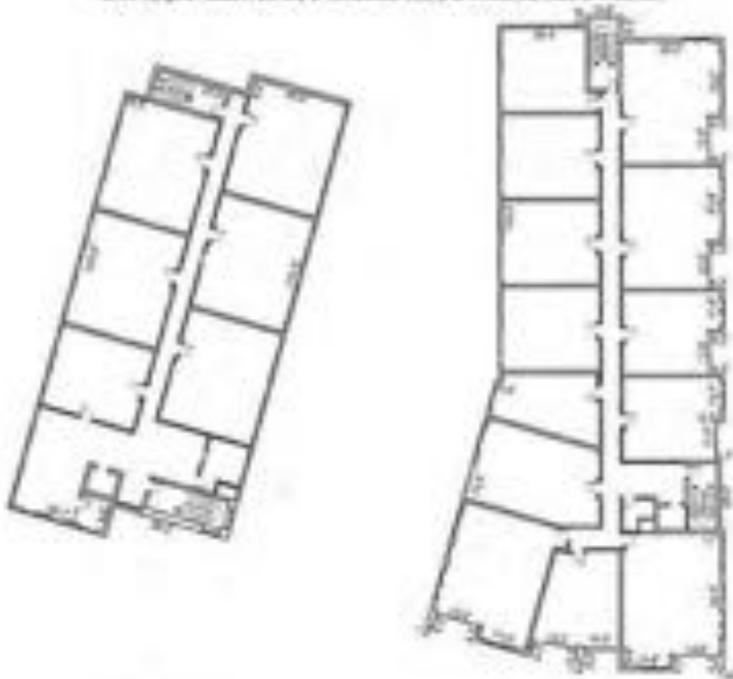


EXHIBIT C

ASSESSMENT INTERESTS AND SPECIAL ASSESSMENT INTEREST

A. Assessment Interests. The percentages set forth below in the table are each Unit's and its Owner's percentage share of responsibility for Special Assessments. The percentages are determined by dividing the total square footage of a Unit by the total square footage of the floors of the Units in the Condominium. Unit 1 contain 31,200 square feet. Unit 2 contains 76,050 square feet. The total square feet on the condominium floors is 107,250.

<u>UNIT NUMBER</u>	<u>ASSESSMENT INTEREST</u>
Unit 1	29.09%
Unit 2	70.91%

B. Special Assessment Interests. The percentages set forth below in the table are each Unit's and its Owner's percentage share of responsibility for Special Assessments. The percentages are determined by dividing the total square footage of a Unit by the total square footage of the floors of the Units in the Condominium. Unit 1 contain 31,200 square feet. Unit 2 contains 76,050 square feet. The total square feet on the condominium floors is 107,250.

<u>UNIT NUMBER</u>	<u>SPECIAL ASSESSMENTS PERCENTAGES</u>
Unit 1	29.09%
Unit 2	70.91%



80499694

(x:4004850)

Document Number

FIRST AMENDMENT TO
DECLARATION
OF APARTMENTS AT WLHS
CONDOMINIUM

DOC. # 10834343

RECORDED:
12/12/2018 01:09 PM
JOHN LA FAVE
REGISTER OF DEEDS
MILWAUKEE COUNTY, WI
AMOUNT: 00.00
FEE EXEMPT #:
TRANSFER TAX:

Recording Area

Name and Firm's Address:

Davis & Kuelthau, s.c.
111 East Kilbuck Avenue, Suite 1400
Milwaukee, WI 53202
Attention: Joseph E. Tierney IV, Esq.

407-9996-110

Parcel Identification Number (PIN)

THIS INSTRUMENT DRAFTED BY:
Joseph E. Tierney IV, Esq. of Davis & Kuelthau, s.c.

**FIRST AMENDMENT TO DECLARATION
OF APARTMENTS AT WLHS CONDOMINIUM**

THIS FIRST AMENDMENT TO DECLARATION OF APARTMENTS AT WLHS CONDOMINIUM (the "*First Amendment*") is made effective as of the 30 day of November, 2018, by undersigned Declarant (the "*Declarant*") of the Apartments at WLHS Condominium, pursuant to Chapter 703 of the Wisconsin Statutes, (the "*Act*").

WITNESSETH:

WHEREAS, the Declaration of Apartments at WLHS Condominium was recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on August 9, 2018, as Document No. 10802260 (the "*Declaration*") which established and created the Apartments at WLHS Condominium (the "*Condominium*") on the real property described in Exhibit A attached hereto; and

WHEREAS, the Declarant desires to amend the terms of the Declaration pursuant to the authority granted in Section 15.2 of the Declaration for the purposes set forth herein; and

NOW, THEREFORE, the Declaration is amended as follows:

1. **Exhibit B – Plat.** Exhibit B of the Declaration shall be deleted in its entirety and replaced with the Exhibit B attached hereto.
2. **Remaining Terms Effective.** Unless modified by this First Amendment, all other terms and provisions of the Declaration shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

EXHIBIT A

LEGAL DESCRIPTION

Units 1 and 2 in the Apartments at WLHS Condominium created by a "Declaration of Condominium" recorded August 9, 2018 in the office of the Register of Deeds for Milwaukee County, Wisconsin, as Document 10802260, and any amendments thereto, and by its Condominium Plat. Said condominium being located in the City of Milwaukee, Milwaukee County, Wisconsin.

EXHIBIT B

PLAT

The following Plat attachment is for viewing purposes only.

FIRST ADDENDUM TO APARTMENTS AT WLHS CONDOMINIUM

That part of the NW1/4 of the SE1/4 and the SE1/4 of the SE1/4 of Section 28, Township 7 North, Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.



IMPORTANT NOTES

1. All dimensions are given in feet and inches unless otherwise noted. Round all dimensions to the nearest 1/8 inch.

2. The owner of the land on which this building is to be constructed is the City of Milwaukee, County of Milwaukee, State of Wisconsin. The owner of the land on which this building is to be constructed is the City of Milwaukee, County of Milwaukee, State of Wisconsin. The owner of the land on which this building is to be constructed is the City of Milwaukee, County of Milwaukee, State of Wisconsin.

3. The owner of the land on which this building is to be constructed is the City of Milwaukee, County of Milwaukee, State of Wisconsin. The owner of the land on which this building is to be constructed is the City of Milwaukee, County of Milwaukee, State of Wisconsin.

Prepared by: [Signature] Surveyor, Inc. 1000 N. [Address] Milwaukee, WI 53233

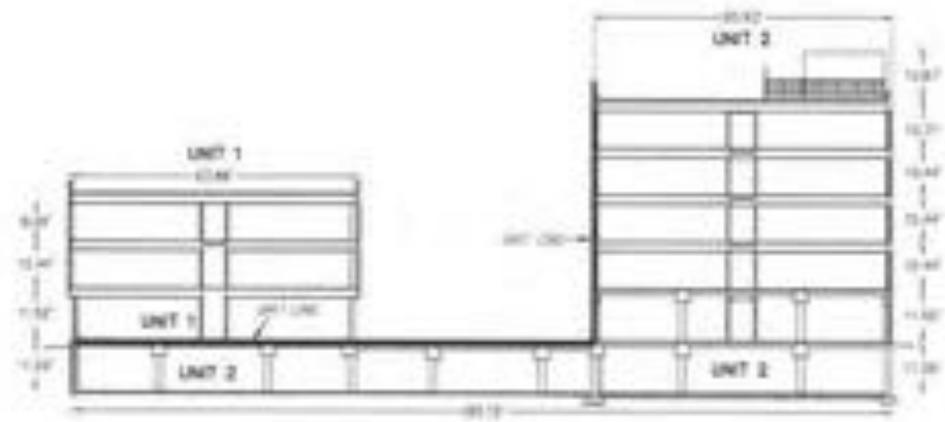


- 1. All dimensions are given in feet and inches unless otherwise noted. Round all dimensions to the nearest 1/8 inch.
- 2. The owner of the land on which this building is to be constructed is the City of Milwaukee, County of Milwaukee, State of Wisconsin.
- 3. The owner of the land on which this building is to be constructed is the City of Milwaukee, County of Milwaukee, State of Wisconsin.



FIRST ADDENDUM TO APARTMENTS AT WLHS CONDOMINIUM

That part of the NW1/4 of the SE1/4 and the SW1/4 of the SE1/4 of Section 28, Township 7 North, Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.



NOTE:
THIS DOCUMENTATION CONTAINS NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING
ITS CONTENTS.

BUILDING CROSS SECTION

CEAR CREEK SURVEYING LLC
10000 WISCONSIN DRIVE, SUITE 100
MILWAUKEE, WI 53224
TEL: 414.224.1111
WWW.CEDARCREEKSURVEYING.COM

FIRST ADDENDUM TO APARTMENTS AT WLHS CONDOMINIUM

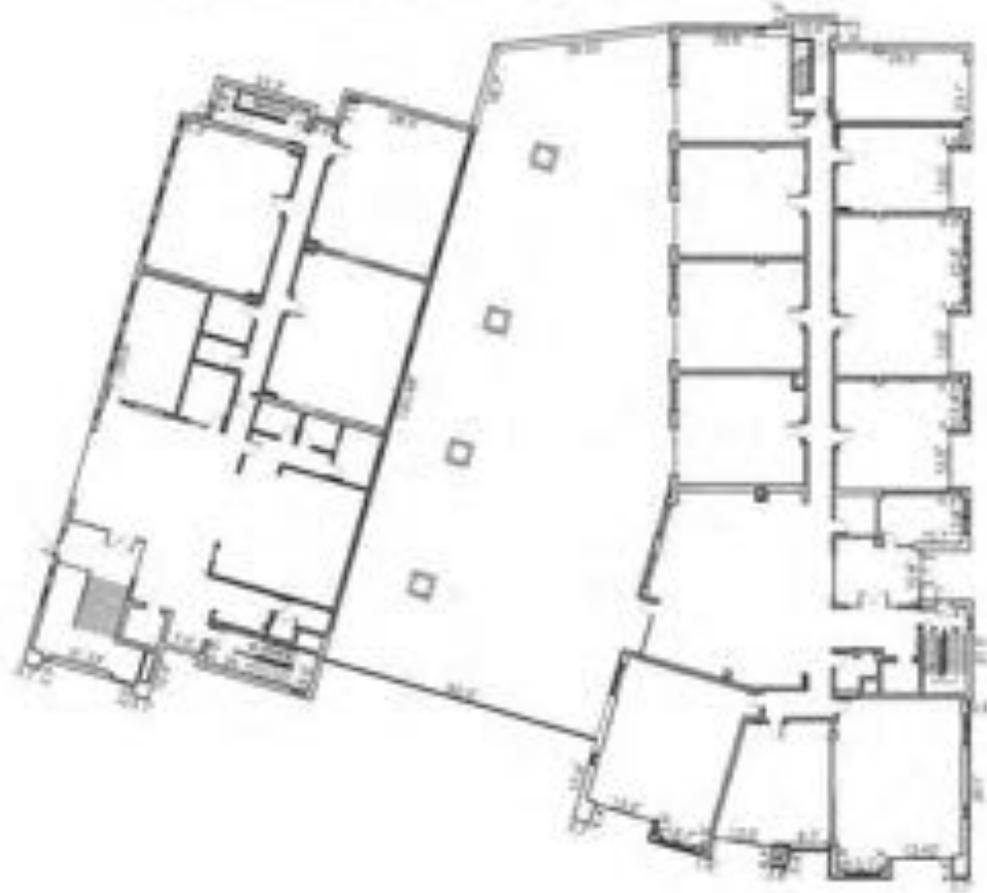
That part of the NW1/4 of the SE1/4 and the SW1/4 of the SE1/4 of Section 28, Township 7 North,
Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.



NOT TO SCALE
THIS DOCUMENT IS INTENDED FOR CONSTRUCTION PURPOSES ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.

UNIT 2
PARKING LOWER LEVEL
SCALE: AS SHOWN

FIRST ADDENDUM TO APARTMENTS AT WLHS CONDOMINIUM
 That part of the NW1/4 of the SE1/4 and the SW1/4 of the SE1/4 of Section 28, Township 7 North,
 Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.



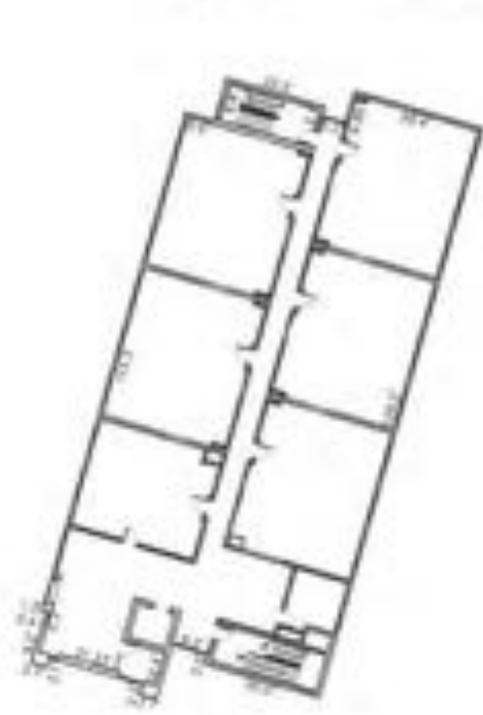
9000
 THIS DOCUMENT IS UNLESS OTHERWISE INDICATED THE PROPERTY OF THE ARCHITECT.

UNIT 1
 1ST FLOOR PLAN
 6,288 SQ. FT.

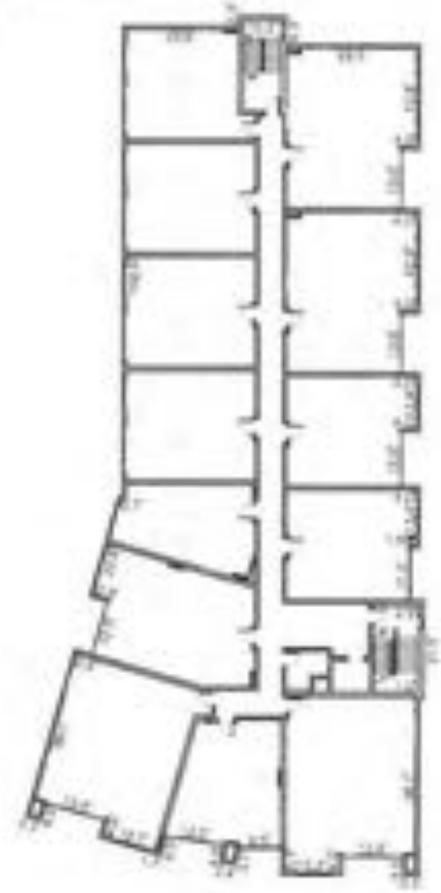
UNIT 2
 GREEN ROOF
 6,742 SQ. FT.

UNIT 3
 1ST FLOOR PLAN
 16,475 SQ. FT.

FIRST ADDENDUM TO APARTMENTS AT WLHS CONDOMINIUM
 That part of the NW 1/4 of the SE 1/4 and the SW 1/4 of the SE 1/4 of Section 28, Township 7 North,
 Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.



UNIT 1
 2ND FLOOR PLAN
 829 SQ. FT.



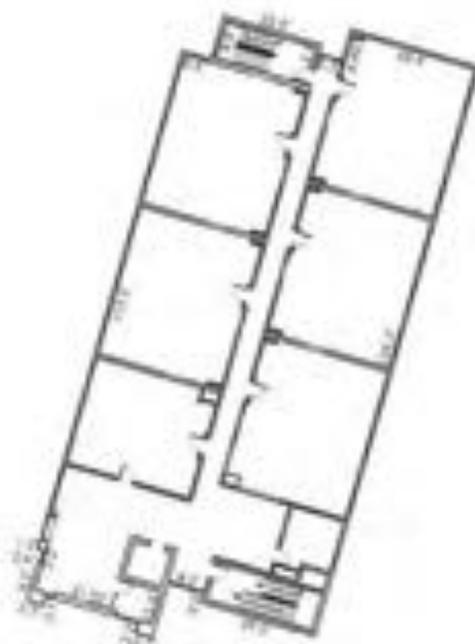
UNIT 2
 2ND FLOOR PLAN
 1,439 SQ. FT.



NOT TO SCALE
 THIS DOCUMENT IS UNOFFICIAL AND SHOULD BE USED ONLY AS A REFERENCE TO THE OFFICIAL RECORD.

FIRST ADDENDUM TO APARTMENTS AT WLHS CONDOMINIUM

That part of the NW1/4 of the SE1/4 and the SW1/4 of the SE1/4 of Section 25, Township 7 North,
Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.



UNIT 1
3RD FLOOR PLAN
6,124 sq. ft.



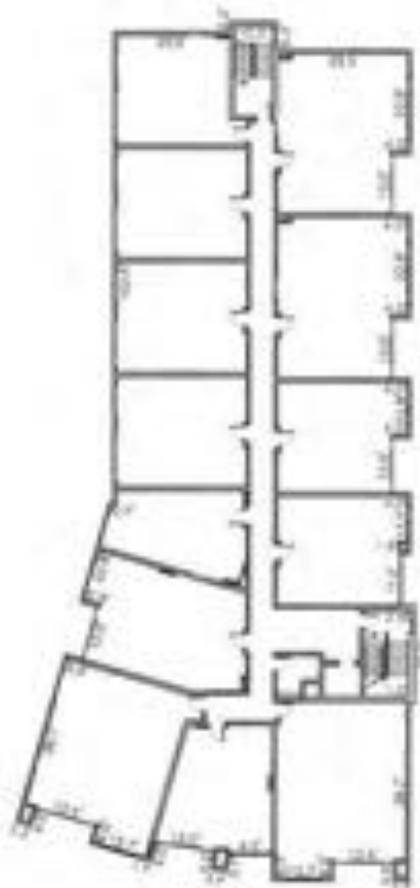
UNIT 2
3RD FLOOR PLAN
6,524 sq. ft.



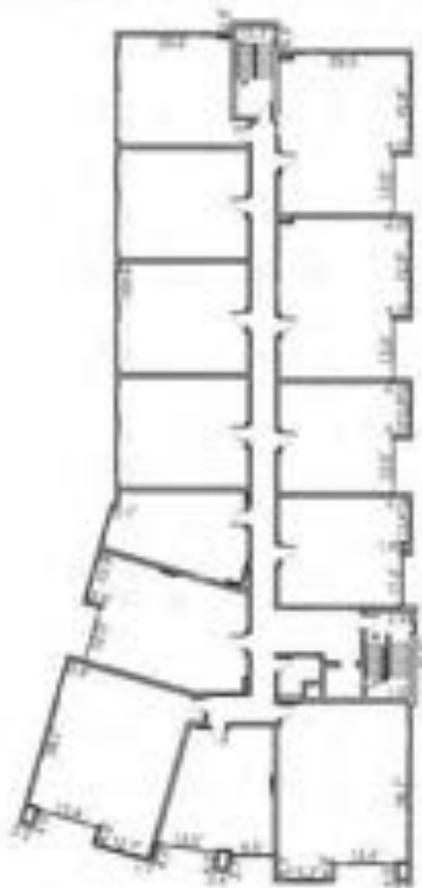
NOTES:
THIS DOCUMENT IS A PRELIMINARY DRAWING AND SHOULD NOT BE USED FOR CONSTRUCTION.
DATE: 01/15/2014

FIRST ADDENDUM TO APARTMENTS AT WLHS CONDOMINIUM

That part of the NW1/4 of the SE1/4 and the SW1/4 of the SE1/4 of Section 28, Township 7 North, Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.



UNIT 2
4TH FLOOR PLAN
4,549 SQ. FT.



UNIT 2
5TH FLOOR PLAN
5,031 SQ. FT.



UNIT 2
ROOF DECK PLAN
1,960 SQ. FT.



4/22/20

THIS DOCUMENT IS UNCLASSIFIED AND IS AVAILABLE TO THE PUBLIC.

SCHEDULE A-12

Mortgages

- A. Mortgage from Wisconsin Lutheran High School Conference in favor of Waukesha State Bank.

REAL ESTATE MORTGAGE

(Use For Consumer or Business Transactions)

Wisconsin Lutheran High School Conference

("Mortgagor," whether one or more), whose address is 330 Glenview Ave.
Milwaukee, WI 53212

mortgages, conveys, assigns, grants a security interest in and warrants to
Waukesha State Bank

("Lender")

whose address is 101 E. St Paul Ave / PO Box 648, Waukesha, WI 53187-0648

in consideration of the sum of
Six Million Five Hundred Thousand Dollars and 00/100

Dollars

\$ 6,500,000.00, I loaned or to be loaned to Wisconsin Lutheran High School
Conference

("Borrower," whether one or more) by Lender, evidenced by Borrower's note(s) or
agreement(s) dated December 30, 2010

The real estate described below, together with all privileges, easements, assessments
and appurtenances, all rents, issues, issues and profits, all claims, awards and
payments made as a result of the exercise of the right of eminent domain, all existing
and future improvements and all goods that are or are to become fixtures attached to or
related to the real estate described below (all called the "Property") to secure the
Obligations described in paragraph 1, including, but not limited to, repayment of the sum
stated above plus certain other debts, obligations and liabilities arising out of past, present
and future credit granted by Lender. **SINCE THIS MORTGAGE SECURES ALL
OBLIGATIONS DESCRIBED IN PARAGRAPH 1, IT IS ACKNOWLEDGED AND
AGREED THAT THIS MORTGAGE MAY SECURE OBLIGATIONS FROM TIME TO TIME
IN A DOLLAR AMOUNT GREATER THAN THE DOLLAR AMOUNT STATED ABOVE.**

If checked here, and not in violation of paragraph 1, this Mortgage is also given to secure all sums advanced and re-advanced to Borrower by Lender
from time to time under the revolving credit agreement between Borrower and Lender described above.

Mortgagor warrants to Lender that the following information is true and correct as of the date this Real Estate Mortgage is signed:

(a) The following individuals are all of the persons with a homestead interest in the Property:

Nil

(b) The following Mortgagors are married individuals: Nil

(c) The following Mortgagors are unmarried individuals: Nil

1. Description of Property.

See Real Estate Description or Attachment

If checked here, description continues or appears on attached sheet(s).

If checked here, this Mortgage is a construction mortgage.

If checked here, Condominium Rider is attached.

2. Title. Mortgage warrants title to the Property, excepting only restrictions and easements of record, municipal and zoning ordinances, current
taxes and assessments not yet due and Parcel A, NLS, Parcel B&C, lot P&M rec 01/01/00 for \$4,500,000, es. doc. 12895861 & 2nd P&M rec 01/02/00
for \$1,000,000 es. doc. 12895862 both executed in Waukesha State Bank.

3. Escrow. Interest will be paid in escrowed funds if an escrow is required under paragraph 5(a).

4. Additional Provisions. This Mortgage includes the additional provisions on pages 2 and 3, which are made a part of this Mortgage.

LOAN ORIGINATOR'S NAME Douglas P. Schier

LOAN ORIGINATOR ORGANIZATION'S NAME Waukesha State Bank

LOAN ORIGINATOR'S NMLS ID NO. NA

LOAN ORIGINATOR ORGANIZATION'S NMLS ID NO. 438824

5. Mortgage as Security. This Mortgage secures prompt payment to Lender of (a) the sum stated in the first paragraph of this Mortgage, plus interest and charges, according to the terms of the promissory note(s) or agreement(s) of Borrower to Lender identified in the first paragraph of this Mortgage, and any extensions, renewals or modifications of such promissory note(s) or agreement(s), plus (b) to the extent not prohibited by the Wisconsin Consumer Act, if applicable, all other debts, obligations and liabilities arising out of credit previously granted, credit contemporaneously granted and credit granted in the future primarily for personal, family or household purposes by Lender to any Mortgagee, to any Mortgagee and another or to another guaranteed or endorsed by any Mortgagee, plus all interest and charges, plus (c) to the extent not prohibited by the Wisconsin Consumer Act or Chapter 413, Wisconsin Statutes, if applicable, all costs and expenses of collection or enforcement (as called the "Obligations"). This Mortgage also secures the performance of all covenants, conditions and agreements contained in the Mortgage. Unless otherwise required by law, Lender will satisfy this Mortgage upon request by Mortgagee if (a) the Obligations have been paid according to their terms, (b) any commitment to make future advances secured by this Mortgage has terminated, (c) Lender has terminated any line of credit under which advances are to be secured by this Mortgage, and (d) all other payments required under this Mortgage and the Obligations and all other terms, conditions, covenants, and agreements contained in the Mortgage and the documents evidencing the Obligations have been paid and performed.

6. Taxes. To the extent not paid to Lender under paragraph 5(a), Mortgagee shall pay before they become delinquent all taxes, assessments and other charges which may be levied or assessed against the Property, against Lender upon this Mortgage or the Obligations or other debt secured by this Mortgage, or upon Lender's interest in the Property, and deliver to Lender receipts showing timely payment.

7. Insurance. Mortgagee shall keep the improvements on the Property insured against fire, frost, extended coverage perils and such other hazards as Lender may require, through insurers reasonably satisfactory to Lender, in amounts, without co-insurance, not less than the unpaid balance of the Obligations or the full replacement value, whichever is less, and shall pay the premiums when due. The policies shall contain the standard mortgagee and lender loss payer clauses in favor of Lender, shall insure Lender reimbursing any defense of the insurer against Mortgagee and, unless Lender otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Lender, subject to Lender's satisfaction. Mortgagee is free to switch the insurance agent or insurer through which insurance is obtained. Mortgagee shall promptly give notice of loss to insurance companies and Lender. All proceeds from such insurance shall be applied, at Lender's option, to the payments of the Obligations in the inverse order of their incurrence (without penalty for prepayment) or to the restoration of the improvements on the Property, and Lender may require that such proceeds of insurance be deposited with it for these purposes. In the event of foreclosure of this Mortgage or other transfer of title to the Property, in satisfaction of the indebtedness secured hereby, all right, title, and interest of Mortgagee in and to any insurance then in force shall pass to the purchaser or grantee. If Mortgagee fails to keep any required insurance on the Property, Lender may purchase such insurance for Mortgagee, such insurance may be assumed by Lender solely to protect the interest of Lender (it will not cover Mortgagee's equity in the Property), and Mortgagee's obligation to repay Lender shall be in accordance with paragraph 5.

8. Mortgagee's Covenants. Mortgagee covenants:

- (a) **Escrow.** If an escrow is required by Lender, to set aside sufficient funds, at such times as Lender designates, to pay when due (i) the estimated annual real estate taxes and assessments on the Property, (ii) all property and hazard insurance premiums, (iii) flood insurance premiums, if any, (iv) if payments owed under the Obligations are guaranteed by mortgage guaranty insurance, the premiums necessary to pay for such insurance, and (v) other items agreed to be included in the escrow. Lender may, at any time, collect and hold such escrow funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Mortgagee's escrow account under the federal Real Estate Settlement Procedures Act of 1974, as amended from time to time, if applicable. Lender may estimate the amount of escrow funds due on the basis of current data and reasonable estimates of future expenditures of future escrow account funds or as otherwise required by applicable law. Lender shall apply the escrowed funds against taxes, assessments and insurance premiums when due or as otherwise required by law. Escrowed funds may be commingled with Lender's general funds. If the escrowed funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Mortgagee for the excess escrowed funds in a manner determined by Lender or as otherwise required by applicable law. If the escrowed funds held by Lender at any time are not sufficient to pay the escrow account items when due, Lender may notify Mortgagee in writing, and Mortgagee shall pay to Lender the amount necessary to make up the deficiency in a manner determined by Lender or as otherwise required by applicable law.
- (b) **Condition and Repair.** To keep the Property in good and tenable condition and repair, and to restore or replace damaged or destroyed improvements and fixtures.
- (c) **Liens.** To keep the Property free from liens and encumbrances superior to the lien of this Mortgage and not described in paragraph 2.
- (d) **Other Mortgages.** To perform all of Mortgagee's obligations and duties under any other mortgage or security agreement on the Property and any obligation to pay secured by such a mortgage or security agreement.
- (e) **Waste.** Not to commit waste or permit waste to be committed upon the Property or abandon the Property.
- (f) **Conveyance.** Not to sell, assign, lease, mortgage, convey or otherwise transfer any legal or equitable interest in all or part of the Property, or permit the same to occur without the prior written consent of Lender and, without notice to Mortgagee, Lender may deal with any transferee as to its interest in the same manner as with Mortgagee, without in any way discharging the liability of Mortgagee under this Mortgage or the Obligations.
- (g) **Alteration or Removal.** Not to remove, demolish or materially alter any part of the Property, without Lender's prior written consent, except Mortgagee may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility.
- (h) **Condemnation.** To pay to Lender all compensation received for the taking of the Property, or any part, by condemnation proceeding (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Property, or any part. The compensation shall be applied in such manner as Lender determines to rebuilding of the Property or to the Obligations in the inverse order of their incurrence (without penalty for prepayment).
- (i) **Inspection.** Lender and its authorized representatives may enter the Property at reasonable times to inspect it, and at Lender's option to repair or restore the Property and to conduct environmental assessments and audits of the Property.
- (j) **Laws.** To comply with all laws, ordinances and regulations affecting the Property.
- (k) **Subrogation.** That Lender is subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the note(s) or agreement(s) identified in the first paragraph of this Mortgage, and
- (l) **Leases.** To pay and perform all obligations and covenants under and pursuant to the terms of each lease of all or any part of the Property required of Mortgagee, and to not transfer, accept a surrender of, modify, consent to an assignment of the lessor's interest under, or make any other assignment or other disposition of, any lease of all or any part of the Property or any interest of Mortgagee in the lease and to not collect or accept any payment of rent more than one month before it is due and payable.

9. Environmental Laws. Mortgagee represents, warrants and covenants to Lender (a) that during the period of Mortgagee's ownership or use of the Property no substance has been, is or will be present, used, stored, disposed, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which is known to be present on, under, in or about the Property would require clean-up, removal or some other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) that Mortgagee has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or Mortgagee prior using the Property; (c) that, without limiting the generality of the foregoing, Mortgagee has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl compounds (PCBs) or underground storage tanks; (d) that there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagee to any damages, penalties, injunctive relief or clean-up costs in any state or governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) that Mortgagee is not subject to any court or administrative proceeding, judgment, decree, order or violation relating to any Hazardous Substance; and (f) that Mortgagee in the past has been, at the present is, and in the future will remain in compliance with all Environmental Laws. Mortgagee shall indemnify and hold harmless Lender, its directors, officers, employees and agents from all loss, cost (including reasonable attorney's fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of, or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental law for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagee shall immediately notify Lender in writing of any governmental or regulatory action or third-party claim initiated or threatened in connection with any Hazardous Substance on, in, under or about the Property.

10. Authority of Lender to Perform for Mortgagee. If Mortgagee fails to perform any of Mortgagee's duties set forth in this Mortgage, including, without limitation, preserving and insuring the Property, not committing waste or abandoning the Property, keeping the Property free of liens or other encumbrances other than those approved by Lender, keeping the Property in good and tenable condition and repair, and complying with all laws, ordinances and regulations affecting the Property, Lender may after giving Mortgagee any notice and opportunity to perform which are required by law, perform the covenants or duties or cause them to be performed, or see such other action as may be necessary to protect Lender's interest in the Property and to secure and repair the Property. Unless prohibited by the Wisconsin Consumer Act, if applicable, such actions may include, without limitation, assessing the value of the Property, paying fees that become superior to this Mortgage and making any other payments required, signing Mortgagee's name, engaging an attorney, appearing in court and being reasonable attorneys' fees, and entering the Property to make repairs, change locks, replace and board up doors and windows, drain water from pipes, eliminate building code violations and dangerous conditions and maintain appropriate utilities to the Property. Any such amounts expended by Lender shall be due on demand and secured by this Mortgage, bearing interest at the highest rate stated in any document evidencing an Obligation, but not in excess of the maximum rate permitted by law, from the date of expenditure by Lender to the date of payment by Mortgagee.

11. Default Acceleration Remedies. If (a) there is a default under any Obligation secured by this Mortgage, or (b) Mortgagee fails timely to observe or perform any of Mortgagee's covenants or duties contained in this Mortgage, then, at the option of Lender each Obligation will become immediately due and payable unless notice to Mortgagee or Borrower and an opportunity to cure are required by §423.125, Wis. Stats. If applicable, or the document evidencing the Obligation and, in that event, the Obligation will become due and payable if the default is not cured as provided in the document evidencing the Obligation or as otherwise provided by law. If Lender exercises its option to accelerate, the unpaid principal and interest owed on the Obligation, together with all sums paid by Lender as authorized or required under this Mortgage or any Obligation, shall be collectible in a full or partial or foreclosure of this Mortgage by action, or both, or by the exercise of any other remedy available at law or equity.

12. Waiver and Consent. Lender may waive any default without waiving any other subsequent or prior default by Mortgagee. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by an authorized officer of Lender. Unless prohibited by the Wisconsin Consumer Act, if applicable, each Mortgagee who is not also a Borrower expressly consents to and waives notice of the following without affecting the liability of any such Mortgagee: (a) the creation of any present or future Obligations, default under any Obligations, proceeding to collect from any Borrower or anyone else, (b) any surrender, release, impairment, sale or other disposition of any security or collateral to the Obligations,

(c) any release or agreement not to sue any guarantor or surety of the Obligations, (d) any failure to perfect Lender's security interest in or realize upon any security or collateral for the Obligations, (e) any failure to realize upon any of the Obligations or to proceed against any Borrower or any guarantor or surety, (f) any release or extension of the time of payment, (g) any determination of the allocation and application of payments and credits and acceptance of partial payments, (h) any application of the proceeds or disposition of any collateral for the Obligations to any obligation of any Borrower secured by such collateral in such order and amounts as it elects, (i) any determination of what, if anything, may at any time be due with reference to any security or collateral, and (j) any settlement or compromise of the amount due or owing or claimed to be due or owing from any Borrower, guarantor or surety.

13. Assignment of Rents and Leases. Mortgagor conveys, assigns and transfers to Lender, as additional security for the Obligations, all interests of all or any part of the Property, whether oral or written, now or hereafter entered into by Mortgagor, together with any and all extensions and renewals of any leases, and all rents which become or remain due or are paid under any agreement or lease for the use or occupancy of any part or all of the Property, until the occurrence of an event of default under this Mortgage or any Obligation. Mortgagor has a license to collect the rents, issues and profits (the "Rents") from the Property. To the extent not prohibited by the Wisconsin Consumer Act, if applicable, upon or at any time after the occurrence of such an event of default and the expiration of any applicable cure period described in paragraph 11, and lapse of any applicable grace, notice or cure period provided in any document extending such Obligation, the license granted Mortgagor to collect the Rents shall automatically and immediately terminate and Mortgagor shall hold all Rents (whether paid before or after an event of default) in trust for the use and benefit of Lender, and Lender may, at its option, without any further notice, either in person or by agent, with or without taking possession of or entering the Property, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, collect all of the Rents payable under the leases. All such payments shall be applied in such manner as Lender determines to payments required under this Mortgage and the Obligations. To the extent not prohibited by the Wisconsin Consumer Act, if applicable, this assignment shall be enforceable and Lender shall be entitled to take any action to enforce the assignment (including notice to the tenants to pay directly to Lender or the commencement of a foreclosure action) without seeking or obtaining the appointment of a receiver or possession of the Property. Any interest in or taking possession of the Property, any collection of Rents, and any application of Rents as allowed by this Mortgage shall not cure or waive any default or waive, modify or affect notice of default under this Mortgage or constitute any act done pursuant to this notice, and not in any way operate to prevent Lender from pursuing any other remedy which it now or hereafter may have under the terms or conditions of this Mortgage. Any document extending any Obligation or any other instrument securing the Obligations.

14. Power of Sale. In the event of foreclosure, Lender may sell the Property at public sale and execute and deliver to the purchasers deeds of conveyance pursuant to statute. In the event of a foreclosure in which the court determines that the Property is abandoned under §846.102 Wis. Stats., and as the same may be amended or renumbered from time to time, Lender may sell the Property at public sale in accordance with that statute.

15. Receiver. Upon the commencement or during the pendency of an action to foreclose this Mortgage, or enforce any other remedies of Lender under it, without regard to the adequacy or inadequacy of the Property as security for the Obligations, Mortgagor agrees that the court may appoint a receiver of the Property (including homestead interest) without bond, and may empower the receiver to take possession of the Property and collect the rents, issues and profits of the Property and exercise such other powers as the court may grant until the consummation of sale, and may order the rents, issues and profits, when so collected, to be held and applied as the court may direct.

16. Foreclosure Without Deficiency Judgment. If the Property is a one-family to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt nonprofit charitable organization, Mortgagor agrees to the provisions of §846.101 Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less three months after a foreclosure judgment is entered. If the Property is other than a one-family to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt nonprofit charitable organization, Mortgagor agrees to the provisions of §846.103 Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

17. Expenses. To the extent not prohibited by the Wisconsin Consumer Act or Chapter 429, Wisconsin Statutes, if applicable, Mortgagor shall pay all reasonable costs and expenses before and after judgment, including without limitation, attorneys' fees, appraisal fees, fees and expenses for environmental assessments, inspections and audits, and fees and expenses for obtaining title evidence incurred by Lender in protecting or enforcing its rights under this Mortgage.

18. Successors and Assigns. The obligations of all Mortgagors are joint and several. This Mortgage benefits Lender, its successors and assigns, and binds Mortgagors and their respective heirs, personal representatives, successors and assigns.

19. Interpretation. The validity, construction and enforcement of this Mortgage are governed by the internal laws of Wisconsin except to the extent such laws are preempted by federal law. All references in this Mortgage to sections of the Wisconsin Statutes are to those sections as they may be renumbered from time to time. Invalidity of any provision of this Mortgage will not affect the validity of any other provision.

20. Entire Agreement. This Mortgage is intended by Lender and Mortgagor as a final expression of the Mortgage and as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this Mortgage. To the extent not prohibited by the Wisconsin Consumer Act, if applicable, this Mortgage may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of Lender and Mortgagor. There are no oral agreements among Lender and Mortgagor. This Mortgage may not be supplemented or modified except in writing signed by Lender and Mortgagor.

21. Other Provisions. (If none are stated below, there are no other provisions.)

The undersigned agrees to the terms of this Mortgage and acknowledges receipt of an exact copy of this Mortgage.

NOTICE TO CUSTOMER IN A TRANSACTION GOVERNED BY THE WISCONSIN CONSUMER ACT

- (a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON ALL THREE PAGES, EVEN IF OTHERWISE ADVISED.
 (b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.
 (c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
 (d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

Signed and Sealed December 30, 2020

(See)

Wassenaar Lutheran High School Conference, A Wisconsin Corporation

(SEAL)

By

Dr. Kenneth Fine, President

(SEAL)

(SEAL)

(SEAL)

(SEAL)

AUTHENTICATION

Signature of _____

authenticated this _____ day of _____

by _____

Title: Member State Bar of Wisconsin or
 authorized under §706.06, Wis. Stats.

This instrument was drafted by
 Michele Pakula

Type in print name (print name)



ACKNOWLEDGMENT

State of Wisconsin
 County of WAUSAHA

This instrument was acknowledged before me on December 30, 2020

by Dr. Kenneth Fine

(Name of person)

as President

(Type of office, e.g., officer, trustee, etc., if any)

of Wassenaar Lutheran High School Conference

(Print name in bold if when returned not signed, if not)

Douglas P. Schrier

(Name of notary)

Notary Public, Wisconsin

My Commission Expires July 31, 2024

This notarial act involved the use of communication technology.

By my signature above, I certify that this document is an accurate copy of the electronic record.

MUST BE ATTACHED TO REAL ESTATE MORTGAGE

LENDER: Waukesa State Bank, 151 E St Paul Ave / PO Box 545, Waukesa, WI 53187-0545
MORTGAGOR(S): Wisconsin Lutheran High School Conference, A Wisconsin non-profit corporation

PARCEL NUMBER(S): 437991100E, 407999411D, 407999112D, 407999114E

Real Estate Description Attachment

PARCEL A:

Unit 1, together with said unit's undivided interest in the common elements and the exclusive use of the limited common elements appurtenant to said unit, all in apartments and W.L.H.S. Condominium, a condominium declared and existing under and by virtue of the condominium ownership act of the State of Wisconsin, by a declaration recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on August 08, 2018, as Document No. 10502280; said condominium being located in The City of Milwaukee, County of Milwaukee, State of Wisconsin.

PROPERTY ADDRESS: 8001, 8005 & 8041 West Blue Mound Road, Milwaukee WI 53213

PARCEL B:

Part of the Southwest 1/4 of the Southeast 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 28, T7N, R21E, City of Milwaukee, Milwaukee County, Wisconsin, described as: Commencing at the South 1/4 corner of said Section 28, thence North 13°12'21"E 444.91 feet along the South line of said Southeast 1/4 to the point of beginning of this description, thence Northernly 860.40 feet along a 2867.15 foot radius curve to the right, the chord of which bears N67°51'22"E 857.20 feet, thence Northeastly 528.96 feet along a 1068.57 foot radius curve to the right, the chord of which bears N29°24'32"E 523.77 feet, thence S79°47'08"E 117.82 feet, thence Northeastly 291.90 feet along a 1023.82 foot radius curve to the left, the chord of which bears N02°11'09"E 290.31 feet, thence Easterly 5.22 feet along the South Right-of-Way line of West Blue Mound Road in a 1849.88 foot radius curve to the right, the chord of which bears S70°40'51"E 5.22 feet, thence S20°59'24"W 375.08 feet, thence N60°08'16"W 25.45 feet, thence S24°15'54"W 65.75 feet, thence Westerly 69.29 feet along a 212.77 foot radius curve to the left, the chord of which bears N87°19'50"W 68.99 feet, thence S87°39'37"E 25.30 feet, thence Southeastly 233.21 feet along a 187.77 foot radius curve to the left, the chord of which bears S47°44'20"W 218.82 feet, thence S10°29'10"W 817.90 feet, thence S1°44'24"W 112.95 feet to the Northeast corner of 50 year Lease per Document No. 6462839, thence Southeastly 276.31 feet along a 592.14 foot radius curve to the left, the chord of which bears S12°12'47"E 273.87 feet, thence S87°15'31"W 137.83 feet along the South line of said Southeast 1/4 to the point of beginning.

PARCEL C:

A piece of land in the Southeast 1/4 of Section 28, in Township 7 North, Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, more particularly described as follows: Commencing at a point in the South line of the Southeast 1/4 of Section 28, said point lying 290.40 feet East of the Southwest corner of said 1/4 Section, thence East along the South line of said 1/4 Section 154.51 feet to a point, thence Northeastly along a curve the radius of which lying to the East is 2867.15 feet, having an internal angle of 11°12'12" and whose long chord is 857.54 feet and bears North 8°18'47" East, 860.86 feet more or less to a point, thence Northeastly along a curve the radius of which lying to the East is 1068.57 feet, having an internal angle 27°52'40" and whose long chord is 524.44 feet and bears North 30°51'13" East, 525.65 feet more or less to a point, said point lying in the Southerly line of the property as described in Warranty Deed, recorded on April 15, 1949 in Volume 2105, Page 207, as Document No. 2550897, thence North 19°12' West along the Southerly line and its extension/Northwesterly of the property as described in said Warranty Deed, 523.32 feet to a point in the Easterly line of North Glenview Avenue, thence Southwestly along said Easterly line of North Glenview Avenue, 1337.90 feet to a point, said point lying 150.00 feet North of the South line and 75.81 feet East of the West line of said 1/4 Section, thence East and parallel to the South line of said 1/4 Section 214.79 feet to a point, thence South and parallel to the West line of said 1/4 Section, 150.00 feet to the point of commencement.

CONDOMINIUM RIDER
(For Use with FBA 429
Real Estate Mortgage)

This Condominium Rider is made this 20th day of December, 2022, and is incorporated into and shall be deemed to amend and supplement a Mortgage of the same date given by the undersigned Mortgagor on the Property and to secure the Note described in the Mortgage.

In addition to the covenants and agreements made in the Mortgage, Mortgagor covenants and agrees as follows:

(a) Mortgagor shall timely perform all of Mortgagor's obligations under the Declaration of Condominium for the Property and any articles of incorporation and bylaws of the Owners Association ("Condominium Documents") and shall pay, when due, all dues and assessments imposed pursuant to the Condominium Documents.

(b) Mortgagor shall take reasonable actions to ensure that the Owners Association maintains public liability and hazard insurance policies acceptable in form, amount and extent of coverage to Lender. Mortgagor shall give Lender prompt notice of any lapse in required insurance coverage. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following loss to the Property, whether to a Unit or to common elements, any proceeds payable to the Mortgagor shall be paid to Lender for application to the Note, with any excess paid to Mortgagor.

(c) Compensation to be paid Lender for a taking of the Property as provided in paragraph 6(f) of the Mortgage includes any compensation paid for the Property, whether for the Unit or for any common elements.

(d) Mortgagor shall not, except after notice to Lender and with Lender's prior written consent:

(1) Partition or subdivide the Property or consent to a change in the undivided percentage interest in, or a conveyance of, the common elements appertaining to the Unit;

(2) Consent to the abandonment or termination of the Condominium, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation;

(3) Consent to any amendment to any provision of the Condominium Documents if such provision is for the express benefit of Lender;

(4) Consent to any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

(e) Mortgagor irrevocably appoints Lender as proxy, with full power of substitution and revocation, for the term of the Mortgage, upon the occurrence of any event of default to exercise Mortgagor's rights to attend meetings, vote, consent to and/or take any action with respect to the Condominium or the Owners Association as fully as Mortgagor might do. Lender has not and is not assuming any obligation of Mortgagor with respect to the Condominium. Lender shall not have any liability to Mortgagor for any vote cast by Lender or for any failure by Lender to cast a vote and Mortgagor releases Lender from any such liability.

(f) Unless Mortgagor has already done so, Mortgagor shall obtain the signature of the Owners Association on, and furnish to Lender within 15 days of the date of this Rider, a completed copy of the Acknowledgment of Interest and Agreement form furnished by Lender to Mortgagor.

(g) Unless otherwise defined in the Mortgage, capitalized terms shall have the meanings provided in the Acknowledgment of Interest and Agreement on page 2.

(SEAL)



(SEAL)

(SEAL)

(SEAL)

(SEAL)

SCHEDULE A-13

Tenant Documents

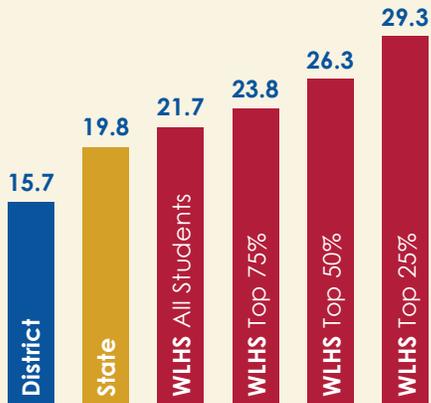
Not Applicable to this Tax Exemption Request

SCHEDULE A-14

Any Other Information That Would Aid in Determining Exempt Status

- A. WLHS 2020 Report Card

ACT



WLHS' best scores, as reported to colleges, show the top 75 percent of seniors averaged 23.8 (70th percentile) on the ACT. Achieving at the 70th percentile means a student scored in the top third of all students nationwide.

COVID-19 Impact and Response

When a world-wide pandemic shut down face-to-face learning, teachers and students adapted to **online asynchronous learning**.

136 students raised \$56,000 in anticipation of participating in summer mission trips. Those trips were ultimately canceled.

COVID-19 Summer Mitigation Planning

WLHS was **one of the first schools** in Milwaukee **approved** by the Department of Health **to return to face-to-face instruction**. Over the summer, planning for a safe return included:

- HVAC improvements including ionization units
- New bottle fillers and sanitizing stations
- Enhanced cleaning, screening, and hygiene
- Antibody testing offered to faculty & staff

75% of families opted for in-person learning for the 2020 Fall semester

95-98%

average daily virtual attendance in Spring 2020

19

mission trips planned for 2020

50

number of classrooms with state-of-the-art cameras installed for hybrid learning

350+

hours of mental health support (March-June)

Scholarship Success

A 2020 WLHS graduate is on his way to **Northwestern University** with a scholarship worth more than **\$300,000** over the next four years.

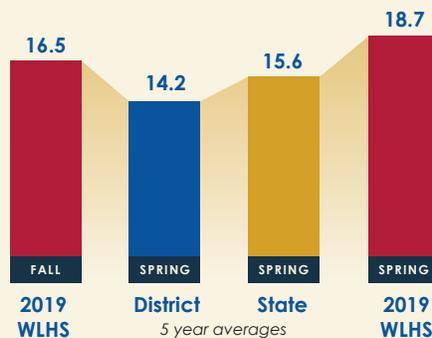
- Garden Homes Lutheran School alumnus
- Participant in College Possible
- NHS member and on the honor roll
- Recognized by the Wisconsin Football Coaches Association as an Individual Academic All-State

2 Back-to-back alumni receive full Northwestern scholarships



Northwestern University

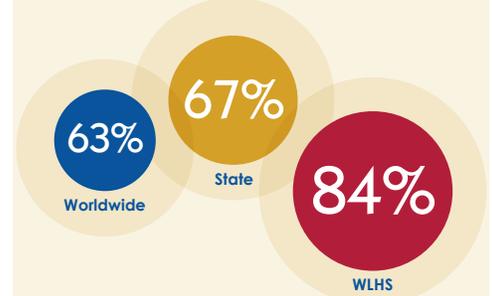
Closing the Achievement Gap



Economically Disadvantaged

WLHS students participating in College Possible had an impressive **2.2 points growth** on the ACT over the course of a year. All 12 students, who applied, were accepted into four-year colleges.

Advanced Placement Success



Examples of Excellence

- 34 **AP Calculus AB** students tested and 31 were above a 3 (91%)
- All 12 **AP Calculus BC** students tested above a 3 (100%)
- Out of **14 AP Chemistry** students five scored a 4, and two scored a 5
- **5 AP Physics** students scored a 5. All 14 students tested above a 3 (100%)

2020-21 Official Enrollment



883

Course Offerings



145

Co-curriculars, Clubs, or Student Activities



40+

Faculty and Staff Who Are Alumni of WLHS



35%

Faculty Who Hold or Are Working Toward an Advanced Degree



66%

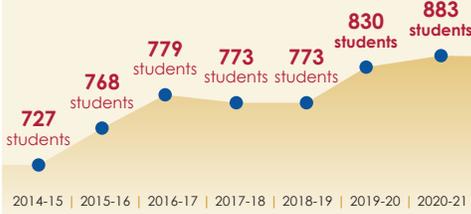
Average Class Size



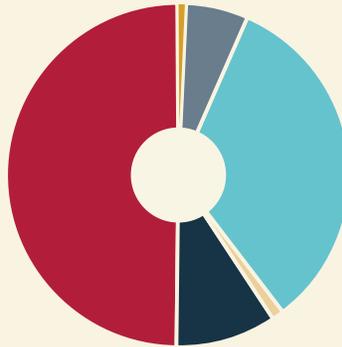
19

Growing Enrollment

77% of WLHS student body attended a Lutheran elementary school (LES). This is the 2nd consecutive year 40+% of LES 8th grade students choose to attend WLHS.



Multiethnic Diversity



- 0.3% American Indian/Alaskan Native
- 8.8% Asian
- 32% Black/African American
- 0.1% Native Hawaiian/Pacific Islander
- 12.3% Latino/Hispanic
- 46.2% White

5 new domestic residential students joined in 2020-21 for a total of 8 in our program, our most to date.

New Curriculum Offerings

over the past three years

(for 2020-21)

- Advanced Fitness
- Advanced Fitness & Team Sports
- AP Art and Design
- Entrepreneurship
- Honors Biology
- Honors Chemistry
- Individual Fitness and Lifetime Activities
- Musicianship through Percussion
- Strength Training

(in 2019-20)

- Anatomy & Physiology
- AP Computer & Science Principles
- AP Macroeconomics
- AP Microeconomics
- Video Production

(in 2018-19)

- Apologetics
- AP Physics
- AP Statistics
- ProStart Culinary Program

College Acceptance Highlights

54 Seniors (36% of the class) were accepted to top 100 colleges in the United States.



Embracing the Great Commission

Despite a 10% decline in international student enrollment in the USA, WLHS increased by 65% in 2019-2020.

70 International students in 2019-2020

14 Different countries represented in Honey Creek Hall

4 New students from new countries



Albania



Montenegro



Serbia



Spain

Gaining Ground Project Update

WLHS increased its footprint for the first time since the 1950s, with the purchase of land south of Honey Creek Parkway, for an increase of 2.5 acres of land. This allowed for these immediate improvements:

- Parking lot expansion
- Paved path from WLHS to Honey Creek Hall
- New, larger maintenance garage



Mobile Devices
21st Century Class
Room Learning



1:1

Baptisms
41 students
Baptized Since 2017



5

Baptized During COVID

School-wide
Mission Project
Dollars Raised



\$24,149

Athletics
Participation



61%

Overall Co-curricular
Participation



73%

E-sports
Accomplishments
Inaugural Season
2019-2020



1

Runner-up State Champs

SCHEDULE B-1

Survey

A. Plat of Condominium

FIRST ADDENDUM TO APARTMENTS AT WLHS CONDOMINIUM

That part of the NW1/4 of the SE1/4 and the SE1/4 of the SE1/4 of Section 28, Township 7 North, Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.



IMPORTANT NOTES

1. All dimensions are given in feet and inches unless otherwise noted. Dimensions are given to the center of the wall unless otherwise noted. Dimensions are given to the center of the wall unless otherwise noted.

2. The owner of the land on which the building is located is responsible for obtaining all necessary permits and approvals from the appropriate authorities.

3. The owner of the land on which the building is located is responsible for obtaining all necessary permits and approvals from the appropriate authorities.

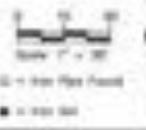
4. The owner of the land on which the building is located is responsible for obtaining all necessary permits and approvals from the appropriate authorities.

5. The owner of the land on which the building is located is responsible for obtaining all necessary permits and approvals from the appropriate authorities.

Prepared by: [Signature] Date: [Date]



- 1. All dimensions are given in feet and inches unless otherwise noted. Dimensions are given to the center of the wall unless otherwise noted.
- 2. The owner of the land on which the building is located is responsible for obtaining all necessary permits and approvals from the appropriate authorities.
- 3. The owner of the land on which the building is located is responsible for obtaining all necessary permits and approvals from the appropriate authorities.



FIRST ADDENDUM TO APARTMENTS AT WLHS CONDOMINIUM

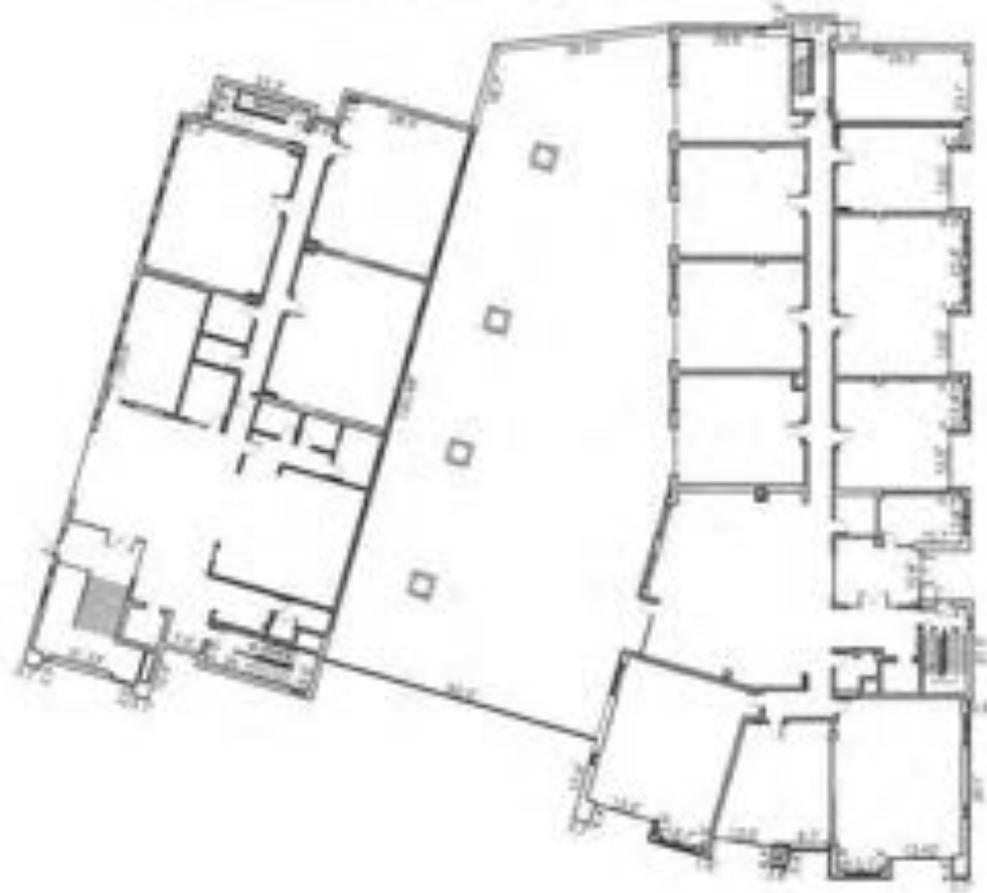
That part of the NW1/4 of the SE1/4 and the SW1/4 of the SE1/4 of Section 28, Township 7 North,
Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.



NOT TO SCALE
THIS DOCUMENT IS A PART OF THE CONDOMINIUM PLAN AND IS SUBJECT TO THE CONDOMINIUM DOCUMENTS.

UNIT 2
PARKING LOWER LEVEL
SCALE AS SHOWN

FIRST ADDENDUM TO APARTMENTS AT WLHS CONDOMINIUM
That part of the NW1/4 of the SE1/4 and the SW1/4 of the SE1/4 of Section 28, Township 7 North,
Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.



9000
THIS DOCUMENT IS UNLESS OTHERWISE INDICATED THE PROPERTY OF THE ARCHITECT.

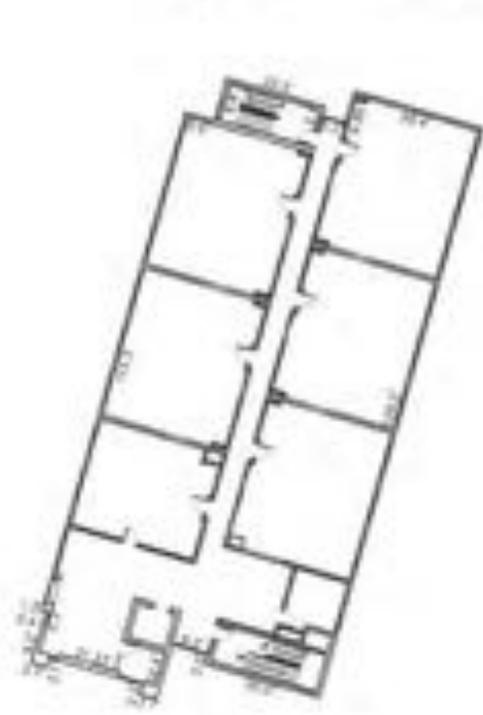
UNIT 1
1ST FLOOR PLAN
6,288 SQ. FT.

UNIT 2
GREEN ROOF
6,740 SQ. FT.

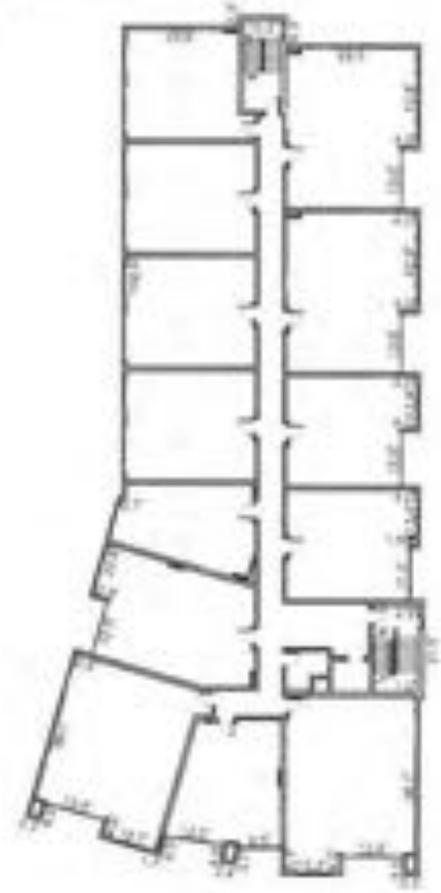
UNIT 3
1ST FLOOR PLAN
16,475 SQ. FT.

1" = 30'
CEDAR CREEK SURVEYING, LLC
10000 W. WISCONSIN AVE.
MILWAUKEE, WI 53227
www.cedarcreeksurveying.com

FIRST ADDENDUM TO APARTMENTS AT WLHS CONDOMINIUM
 That part of the NW 1/4 of the SE 1/4 and the SW 1/4 of the SE 1/4 of Section 28, Township 7 North,
 Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.



UNIT 1
 2ND FLOOR PLAN
 829 SQ. FT.



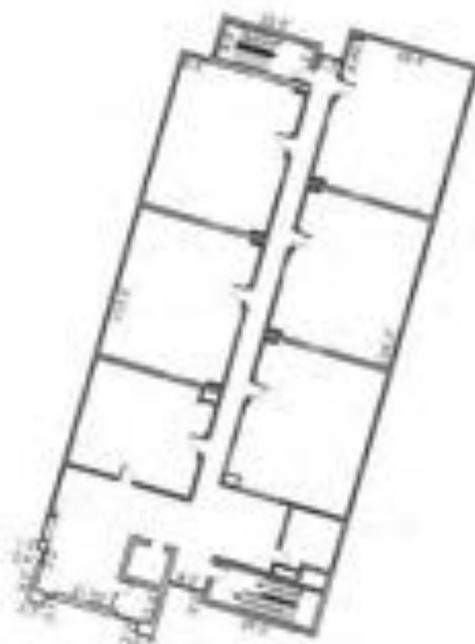
UNIT 2
 2ND FLOOR PLAN
 1,439 SQ. FT.



NOT TO SCALE
 THIS DOCUMENT IS UNOFFICIAL AND SHOULD BE USED FOR INFORMATIONAL PURPOSES ONLY.
 © 2024

FIRST ADDENDUM TO APARTMENTS AT WLHS CONDOMINIUM

That part of the NW1/4 of the SE1/4 and the SW1/4 of the SE1/4 of Section 25, Township 7 North,
Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.



UNIT 1
3RD FLOOR PLAN
6,124 sq. ft.



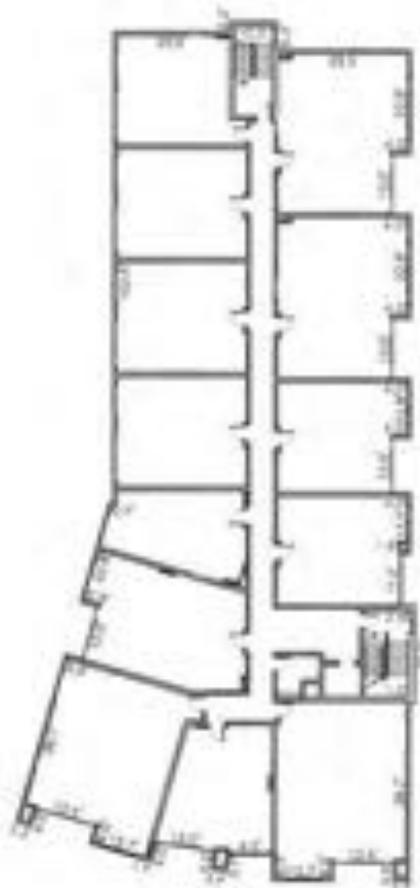
UNIT 2
3RD FLOOR PLAN
6,224 sq. ft.



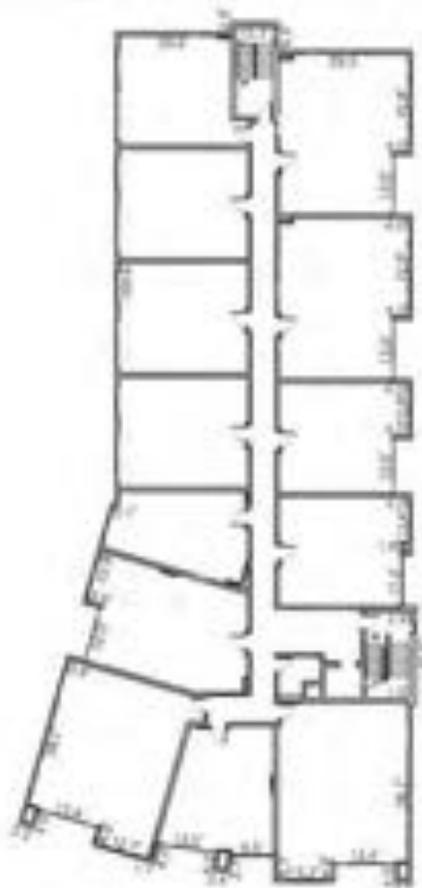
NOTES:
1. THIS DOCUMENT IS A PART OF A SET OF PLANS FOR THE PROJECT.
2. SEE THE MAIN CONTRACT DOCUMENTS FOR THE PROJECT FOR THE COMPLETE LIST OF NOTES.

FIRST ADDENDUM TO APARTMENTS AT WLHS CONDOMINIUM

That part of the NW1/4 of the SE1/4 and the SW1/4 of the SE1/4 of Section 28, Township 7 North, Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.



UNIT 2
4TH FLOOR PLAN
4,549 SQ. FT.



UNIT 2
5TH FLOOR PLAN
5,031 SQ. FT.



UNIT 2
ROOF DECK PLAN
1,980 SQ. FT.



NOTES:
THIS ADDENDUM IS SUBJECT TO THE STANDARD CONDITIONS OF THE APPLICABLE CONDOMINIUM DOCUMENTS.

SCHEDULE B-2

Appraisal

None

SCHEDULE B-3

Deed

- A. Special Warranty Deed, between WLHS Apartments, LLC, as grantor, and Wisconsin Lutheran High School Conference, as grantee, dated December 30, 2020.

DOC # 11062811
RECORDED
01/04/2021 06:09 AM
ISRAEL RAMON
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 30.00
TRANSFER FEE: 10,500.00
FEE EXEMPT #:
***This document has been
electronically recorded and
returned to the submitter.***

Special Warranty Deed

THIS SPECIAL WARRANTY DEED, made between WLHS Apartments, LLC, a Wisconsin limited liability company, ("Grantor"), and Wisconsin Lutheran High School Conference, a Wisconsin non-stock corporation ("Grantee"). Grantor, for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Milwaukee County, State of Wisconsin ("Property"):

See Exhibit A attached hereto.

Name and Return Address:

Brooklyn Kemp, Esq.
Reinhart Boerner Van Deuren s.c.
1000 N. Water Street, Suite 1700
Milwaukee, WI 53202

Parcel Identification Number:

See attached Exhibit A.

This is not homestead property.

WITNESSETH:

Grantor warrants that the title to the Property is good, indefeasible, in fee simple and free and clear of encumbrances arising by, through, or under Grantor, except those matters set forth on Exhibit B attached hereto and incorporated herein.

[Signature page follows]

IN WITNESS WHEREOF, Grantor executes and deliver this Special Warranty Deed as of this
30 day of December, 2020.

GRANTOR:

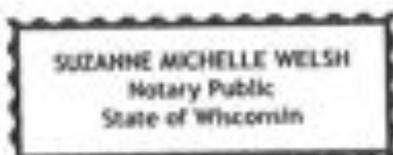
WLHS Apartments, LLC,
a Wisconsin limited liability company

By: [Signature]
Name: Dr. Kenneth J. Fisher
Title: Manager

State of Wisconsin,
County of Milwaukee) ss.

Personally came before me this 30 day of December, 2020, the above
named Dr. Kenneth J. Fisher, the manager of WLHS Apartments, LLC, a
Wisconsin limited liability company, to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

[Signature]
Print Name: Suzanne Michelle Welsh
Notary Public, State of Wisconsin
My Commission expires: 10/14/2022



This Instrument Drafted By:
Brooklyn Kemp, Esq.
Reinhart Boerner Van Deuren s.c.
1000 N. Water Street, Suite 1700
Milwaukee, WI 53202

SIGNATURE PAGE TO SPECIAL WARRANTY DEED

Exhibit A to Special Warranty Deed

UNIT 1, TOGETHER WITH SAID UNIT'S UNDIVIDED INTEREST IN THE COMMON ELEMENTS AND THE EXCLUSIVE USE OF THE LIMITED COMMON ELEMENTS APPURTENANT TO SAID UNIT, ALL IN APARTMENTS AT WLHS CONDOMINIUM, A CONDOMINIUM DECLARED AND EXISTING UNDER AND BY VIRTUE OF THE CONDOMINIUM OWNERSHIP ACT OF THE STATE OF WISCONSIN, BY A DECLARATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY, WISCONSIN, ON AUGUST 09, 2018, AS DOCUMENT NO. 10802260; SAID CONDOMINIUM BEING LOCATED IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.

TAX PARCEL NO.: 4070951000

Exhibit B to Special Warranty Deed

1. Taxes, general and special for the year 2021, not now due and payable.
2. Utility Easement granted to The Milwaukee Electric Railway & Light Company recorded September 28, 1920 as Document No. 1058368.
3. Easement for sewer purposes by and between Paul M. Johanning and Celia Johanning, his wife and City of Milwaukee, a municipal corporation recorded October 24, 1949, Volume 2670, page 428, as Document No. 2894990.
4. Utility Easement granted to Wisconsin Electric Power Company and Wisconsin Telephone Company recorded December 7, 1955, in Volume 3518, page 131, as Document No. 3452452.
5. Restrictions as set forth in Warranty Deed recorded March 3, 1967, Reel 348, Image 1801, as Document No. 4304152, except for the described easement to be used as a landscaped area as referenced in Exhibit A of said Warranty Deed.
6. Utility Easement granted to Wisconsin Gas Company, a Wisconsin corporation recorded August 1, 1979, Reel 1227, Image 910, as Document No. 5333925. As modified by Transfer of Easement Rights recorded July 28, 2004 as Document No. 8831527.
7. Covenants, conditions, restrictions, easements, limitations, reservations, terms, lien rights, provisions and charges, including, but not limited to, the use of, and the rights of others in and to the use of the limited common elements, contained in Declaration of Apartments at WLHS Condominium, recorded August 09, 2018, as Document No. 10802260, and any and all subsequent amendments thereto, including that certain First Amendment to Declaration of Apartments at WLHS Condominium recorded on December 12, 2018 as Document No. 10834343.
8. Provisions of the Condominium Ownership Act of the State of Wisconsin.
9. Utility Easement to Wisconsin Electric Power Company, a Wisconsin corporation doing business as We Energies, dated May 15, 2019, recorded/filed January 21, 2020 as Document No. 10945331.
10. Sewer Easement to City of Milwaukee, a municipal corporation, dated March 18, 2020, recorded/filed March 19, 2020 as Document No. 10961755.
11. Terms, conditions, restrictions and provisions relating to the use and maintenance of the Easement Agreement recorded on April 20, 2020, as Document No. 10970382.
12. Utility Easement to Spectrum Mid-America, LLC, dated May 15, 2019, recorded/filed July 21, 2020 as Document No. 11000810.

SCHEDULE B-4

Other Information

N/A