

ADMINISTRATIVE RULES AND REGULATIONS
OF
GRANDVIEW COMMONS
CONDOMINIUM II

ADMINISTRATIVE RULES AND REGULATIONS

GRANDVIEW COMMONS CONDOMINIUM II

The following rules and regulations relating to the use of the Common Elements and Units of the Condominium are intended to enhance the general enjoyment of life at the Condominium. These rules supplement the provisions of Wisconsin law, City of Madison ordinances, the Declaration of Condominium and By-Laws of the Condominium Owners Association, Inc. ("Association"), all of which also regulate the use and enjoyment of the Condominium. They are designed to give Unit Owners the greatest degree of personal freedom consistent with the rights of other Unit Owners. The rules set forth below are adopted and may be amended by the Board of Directors of the Association. All capitalized terms herein have the same definition as provided in the Declaration of Condominium.

ARTICLE I GENERAL

1.01 Applicability to All Residents. All rules and regulations shall apply to and shall be complied with by all Unit Owners, residents within Units and their guests, families, invitees and tenants.

1.02 Definitions. All capitalized terms not defined herein shall have the definitions assigned to such terms by the Declaration of Condominium for Grandview Commons Condominium II ("Declaration").

1.03 Winter Heating. Whether occupied or vacant, all Units shall be heated to at least 55° Fahrenheit during the winter months.

ARTICLE II APPEARANCE

2.01 Signs. No sign of any kind shall be displayed to the public view on any Unit without prior written consent of the Association. The Declarant reserves the right to erect signs, gates, or other entryway features at all entrances to the Condominium and to erect appropriate signs for the sale of Units.

2.02 Hanging of Garments and Window Coverings. The hanging of garments from the windows, balconies or any facades of the Condominium is prohibited. No sheets shall be used for window coverings.

2.03 Protrusions. No awning, machines, hot tubs, air conditioning units, wiring for electrical or telephone installation or other similar protrusions shall be allowed on the exterior of the Condominium Units or upon any of the Limited Common Elements without the prior written consent of the Association.

2.04 Laundry. No laundry is to be hung upon patios or in windows for any reason.

2.05 Limited Common Elements. All stoops, decks and patios which are open to public view shall be kept in a neat and orderly condition. No personal property shall be stored thereon

except for patio and deck furniture. With respect to all decks, if any decks are added to a Unit, the deck must first be approved by the Association. All decks shall be stained as approved by the Association. All screening of decks, where required by the Association, shall be stained to match the deck as approved by the Association. All decks and deck screening shall be maintained by the Unit Owners, notwithstanding that the deck and deck screening are Limited Common Element under the terms of the Declaration.

2.06 Communications Equipment.

(a) No antennas, satellite dishes or similar devices (collectively "Communication Equipment") shall be attached to any Building, Unit or installed on the Common Elements without the prior written consent of the Association.

(b) Any Unit Owner desiring to install Communication Equipment shall submit to the Association a written request accompanied by details regarding the size, location, operation, installation procedures and installation contractor for the requested Communication Equipment.

(c) Any Unit Owner who installs Communication Equipment on a Building, Unit or on the Limited Common Elements shall be solely responsible for the cost of installing and maintaining such Communication Equipment in a good and safe condition. A Unit Owner shall indemnify and hold the Association harmless from any and all losses, costs and liability, and for any damage to a Building, Unit or the Limited Common Elements, resulting from installation and operation of such Unit Owner's Communication Equipment.

2.07 Fences. No fences shall be permitted unless such fences are approved by the Association. All permitted fences must be made of wood, and shall be first approved in terms of design and location by the Association. Fencing is permitted with the prior written approval of the Association, which may permit the installation of fences for screening and aesthetic purposes only. Fences shall not be permitted as a means of enclosure of Common Areas or Limited Common Areas. Any fences which are permitted in writing by the Association shall be maintained by the Unit Owner requesting that the fence be permitted.

2.08 Out-Buildings. No out-building or accessory building of any nature shall be permitted.

2.09 Wind-Powered / Solar Electric Generators. No wind-powered or solar electric generators shall be placed or maintained upon any portion of the Condominium or a Unit without the prior written approval of the Association.

2.10 Firewood Storage. No firewood or wood pile shall be kept outside a structure.

2.11 Lighting. Exterior lighting installed on any Unit must first be approved by the Association, and shall either be indirect or of such controlled focus and intensity that such lighting will not disturb other Unit Owners.

2.12 Mailboxes. Mailboxes and posts serving each Unit shall be as provided by the Developer, initially, and thereafter by the Association, to provide for a uniform design. Maintenance and replacement of the mailboxes and posts shall be undertaken by the Association.

ARTICLE III USE RESTRICTIONS

3.01 Animals. In general, livestock, poultry, rabbits, reptiles, or other animals shall not be allowed or kept in any part of the Condominium. Unit Owners shall be allowed to keep up to two (2) cats, neutered, spayed and de-clawed or two (2) dogs or one (1) dog and one (1) cat per Unit. No animal weighing in excess of 50 pounds shall be allowed. In addition to cats and dogs, small animals that are kept in a cage or tank may also be permitted with Association approval provided the total number of pets shall not exceed two (2) per Unit. All animals shall not unreasonably disturb other Condominium residents. All animals must be registered with the Association and owners of animals shall be responsible for damage caused by their animals. Kennels shall be kept inside their respective Owners' Unit. Allowable pets shall not be kept, bred or used for any commercial purpose. The Board of Directors shall have the right to waive the weight limit as to any dog, or the limitation on the number of dogs, cats or other allowable animals owned by a purchaser at the time of purchase of a Unit. Further, all animals shall be kept on leashes when outside and their owners shall be responsible for cleaning up after them.

3.02 Damage to Common Elements. Damages to the Common Elements or Limited Common Elements caused by a resident or visitors of a resident or an agent of a resident shall be the responsibility of the Unit Owner or the person causing such damage.

3.03 Unit Rental. With the exception of units owned by the Declarant and Units foreclosed upon by Mortgagees who have reserved the right to rent the same, no portion of a Unit or an entire Unit may be rented without prior approval of the Association. Any lease that is allowed hereunder shall be subject and subordinate in all respects to the Declaration, the Association's Bylaws and to these Administrative Rules and Regulations, and the Association shall have the right, in addition to all other rights and remedies available to it in law or in equity, to evict and/or eject any tenant of any Unit who has violated the terms of the Declaration, the Association's Bylaws or these Administrative Rules and Regulations.

3.04 Maintenance of Unit. All Unit Owners shall promptly perform or shall have promptly performed all maintenance and repair work within their own Unit which would adversely affect any portion of the Condominium. Each Unit Owner shall be responsible for all damages and liabilities that any failure to maintain or repair may engender.

3.05 Discarding of Refuse. The Common Elements, Limited Common Elements and the Units shall not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers, clean and out of site from general public view. No incinerator shall be permitted. Other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, building materials, debris, leaves, lawn clippings, rocks or earth shall be placed on any of the Common Elements or Limited Common Elements of the Condominium, by any Unit Owner.

3.06 Nuisances. No offensive or unlawful activity shall occur in the Condominium. No offensive or unlawful use shall be made of the Condominium. All Unit Owners at their own expense shall comply with all city, state and federal laws applicable to their Unit.

3.07 Storage. The Association shall not be liable for any loss or damage to property placed in any Unit or Common Elements or Limited Common Elements. No materials prohibited by law or local ordinance may be stored in any of these areas.

ARTICLE IV ARCHITECTURAL RESTRICTIONS

4.01 Architectural Changes. Unit Owners shall not make any changes to the architectural structure or floor plan of any Unit without the proper written consent of the Board of Directors of the Association. All structural changes altering the exterior boundaries of any Unit are prohibited. All materials and fixtures installed by the Unit Owner in connection with any changes described in this Section shall be of first class quality, new and fully paid for by the Unit Owner.

4.02 Costs for Architectural Changes. As a precondition to considering any request submitted by a Unit Owner under Section 4.01, above, the Board of Directors may require the Unit Owner to provide, at Unit Owner's expense, an expert study prepared by an architect or engineer showing the effect, if any, of the architectural changes upon the structure and building systems of the building within which the Unit is located.

4.03 Minimal Disruption. In implementing any architectural changes approved by the Board of Directors, the Unit Owner shall use all reasonable efforts to minimize disruption to other Unit Owners. All construction work shall be performed during normal business hours.

ARTICLE V AMENDMENTS


5.01 Amendments. This document may be amended at any time by the Board of Directors of the Association.

Unit Owners shall not allow any sounds to be generated which are audible outside of their Units nor shall they allow odors to be unreasonably dispelled from their Units.

EXECUTIVE SUMMARY


Condominium Name: Grandview Commons Condominium II

This Executive Summary was prepared or revised on 4/15/2024 (insert date).

This Executive Summary highlights some of the information prospective purchasers are most interested in learning, as well as some of the information they should consider when contemplating the purchase of a residential condominium unit. The following sections either briefly summarize pertinent information or direct prospective buyers to specific documents, sections and/or pages of the condominium materials that discuss a topic in detail. A section identified with an  icon may refer a prospective purchaser to specific page numbers or sections of the condominium materials for more information about a topic.


This summary is not intended to replace the prospective purchaser's review of the condominium declaration, bylaws and other condominium disclosure materials nor is it a substitute for a professional review of the condominium documents or legal advice.

1. Condominium Association Management and Governance

- Condominium association name Grandview Commons Condominium II
- Association address c/o Madison Property Management, 1202 Regent Street, Madison, WI 53715
- The association is managed:
 - ☐ By the Unit Owners (self-managed)
 - ☒ By a management agent or company
 - ☐ By the declarant (developer) or the declarant's management company
- Person(s) to be contacted for more information about the condominium Kelley Still- Condominium Manager
- Address, phone number, and other contact information for the contact person c/o Madison Property Management, 1202 Regent Street, Madison, WI 53715
kelleys@madisonproperty.com, 608-251-8777 ext. 217
-  For condominium document references regarding association governance and a condominium contact person, see Bylaws, Section 3.15

2. Parking


- Number of parking spaces assigned to each Unit: 2 Number Outside 0 Inside 2
 - ☐ Common Element ☐ Limited Common Element ☒ Included as part of the Unit
 - ☐ Separate Non-voting Units ☐ Depends on Individual Transaction [check all that apply]
- Parking fees (include separate maintenance charges, if any) ☒ No ☐ Yes, \$ _____ per _____
Other (specify): _____
- Parking assignments reserved or designated on the plat or in the condominium documents:
 - ☐ No ☒ Yes -- Where? Declaration, Section 2.5; Plat
- Parking spaces assigned to a unit by a separate deed: ☒ No ☐ Yes
- Ability to transfer parking spaces between Unit Owners: ☒ No ☐ Yes
- Describe parking available for visitors Street parking

 For condominium document references to parking, see Declaration, Section 21.3

3. Pets


- Are pets allowed? ☐ No ☒ Yes -- describe the kinds of pets allowed: Dogs, cats and other household pets.

- ♦ Pet rules and restrictions: Not to exceed two (2) in number and not more than 35 pounds per animal, or one animal not more than 50 pounds. Not allowed for breeding purposes and cannot be kept on the patio, deck or other Limited Common Element

 For condominium document references regarding pet rules, see Declaration, 21.13; Rules and Regulations, 3.01

4. Unit Rentals

- ♦ May Unit Owners rent out their condominium units? ☐ No ☒ Yes -- describe the limitations and restrictions on unit rentals: Cannot purchase a Unit with the intent to lease unless purchased for a family member, and then must notify the Association of such purpose. See Declaration for other rules regarding rental of Units.


 For condominium document references regarding unit rentals, see Declaration, Section 21.16

5. Special Condominium Amenities or Features

None


(describe any special amenities and features)

- ♦ Are Unit Owners obligated to join or make additional payments for any amenity associated with the condominium, such as an athletic club or golf course? ☒ No ☐ Yes -- cost: _____

 For condominium document references regarding special amenities, see N/A

6. Unit Maintenance and Repair Responsibilities

- ♦ A Unit Owner's responsibilities for unit maintenance and repair include: Each Unit Owner shall be responsible for the maintenance and repair of the Units owned by the Unit Owner.

 For condominium document references regarding unit maintenance and repair responsibilities, see Declaration, Section 9.1

7. Common Element and Limited Common Element Maintenance, Repair and Replacement

- ♦ Person(s) responsible for common element maintenance, repair and replacement: The Association

- ♦ Repair and replacement of the common elements is paid for by:

☐ Unit Owner assessments

☐ Reserve funds

☒ Both

☐ Other (specify): _____

- ♦ Person(s) responsible for limited common element maintenance, repair and replacement: Unit Owner for what is defined as Unit Owner responsibility.


- ♦ Repair and replacement of the limited common elements is paid for by:

☐ Unit Owner assessments

☐ Reserve funds

☒ Both

☐ Other (specify): _____


 For condominium document references regarding common element and limited common element maintenance, repair and replacement, see Declaration, Section 9.2

8. Reserve Funds

- ♦ Does the condominium association maintain reserve funds for the repair and replacement of the common elements? ☐ No ☒ Yes
- ♦ Does the association have a Statutory Reserve Account*?

☐ No ☒ Yes -- reserve balance is \$ 21,819.06

Note: This amount is current as of the date this Executive Summary was prepared or revised.

 For condominium document references regarding this condominium's reserve funds for repairs and replacements, see Declaration, Section 14.4, 14.6; Bylaws, 5.2.1

*Note: A "Statutory Reserve Account" is an account established under Wis. Stat. § 703.163 to be used for the repair and replacement of the common elements in a residential condominium (optional for a small condominium with up to 12 residential units or a mixed-use condominium with residential and non-residential units). In a new condominium, the developer initially decides whether to have a statutory reserve account, but after the declarant control period has ended, the association may opt-in or opt-out of a statutory reserve account with the written consent of a majority of the unit votes. A condominium may have other reserve accounts that are not statutory reserve accounts.

9. Fees on New Units


- Are there provisions excusing the declarant (developer) from paying assessments or modifying the declarant's obligation to pay assessments for the units still owned by the declarant during the period of declarant control?

☒ Not applicable (no developer-owned units or declarant control has ended)

☐ No


☐ Yes -- describe in what way: _____

- Describe other provisions in the declaration, bylaws, or budget addressing the levying and payment of assessments on units during the period of declarant control: N/A

 For condominium document references to condominium fees during the declarant control period, see N/A


10. Expansion Plans

- Has the Declarant (developer) reserved the right to expand this condominium in the future?
☒ No ☐ Yes -- number of additional units that may be added through the expansion: _____ units
- Expansion period ends: N/A
- Condominium management during the expansion period is by: N/A

 For condominium document references regarding condominium expansion plans, see N/A


11. Unit Alteration and Limited Common Element Enclosure

- Unit Owner may alter a unit or enclose limited common elements ☐ No ☒ Yes
- Describe the rules, restrictions and procedures for altering a unit: A Unit Owner may make improvements or alterations within their Unit, provided it does not impair the structural soundness of the building.
- Describe the rules, restrictions and procedures for enclosing limited common elements: Prohibited without prior written approval of the Architectural Control Committee.

 For condominium document references to unit alterations and limited common element enclosures, see Declaration, Section 10.1


12. First Right of Purchase

- The condominium association has a right of first purchase, also sometimes referred to as a right of first refusal, when a condominium unit is offered for sale ☒ No ☐ Yes

 For condominium document references to any first right of purchase held by the condominium association, see N/A


13. Transfer Fee

- The condominium association charges a fee in connection with the transfer of ownership of a unit: ☒ No ☐ Yes -- amount charged: \$ _____

 For condominium document references to fees charged in connection with a unit ownership transfer, see N/A


14. Payoff Statement Fee

- ♦ Condominium association charges a fee for providing a payoff statement regarding unpaid unit assessments and charges: ☒ No ☐ Yes -- amount charged: \$ _____

 For condominium document references to fees charged for payoff statements under Wis. Stat. § 703.335, see N/A

15. Disclosure Materials Fee


- ♦ Condominium association charges a fee for providing the condominium disclosure materials a unit seller must provide to a prospective unit buyer: ☒ No ☐ Yes-- amount charged: \$ _____

 For condominium document references regarding fees charged for providing the condominium disclosure materials, see N/A


16. Other restrictions or features (optional): _____


17. Amendments

Condominium materials can be amended in a way that might change the rights and responsibilities of Unit Owners. Wisconsin law allows the Unit Owners to amend the condominium declaration, bylaws and other condominium documents if the required votes are obtained. Some of these changes may alter a Unit Owner's legal rights and responsibilities with regard to the condominium unit, including some of the information included in this Executive Summary. Unit Owners and prospective purchasers should review the amendment requirements in the declaration, bylaws, rules and regulations, or other condominium documents.

 For condominium document references regarding condominium document amendment procedures and requirements, see Articles of Incorporation, Article X; Declaration, Article XV; Bylaws, Article IX

This Executive Summary was prepared on the date stated on page one by Julie Schwarz-Assistant Condominium Manager (print name and title or position).

 **Instructions for Completing the Executive Summary.** The Executive Summary is one of the condominium disclosure documents that must be furnished to a prospective purchaser of a residential condominium unit. The Executive Summary addresses the topics set forth in Wis. Stat. § 703.33(1)(h) in clear, plain language or by indicating the location within the disclosure materials where the information may be found. The Executive Summary must state the date on which it is prepared or revised. It shall be revised whenever a change in the condominium materials necessitates a corresponding revision to the Executive Summary. The preparer of the Executive Summary should consult an attorney with any questions concerning preparation of the Executive Summary.

 **Executive Summary Legal Requirements.** Per Wis. Stat. § 703.33(1m), the declarant (developer) or the association is responsible for preparing the Executive Summary and revising it whenever a change is made in the disclosure materials that necessitates a corresponding revision to the Executive Summary. An Executive Summary must appear in the condominium disclosure materials directly following the index [Wis. Stat. § 703.33(2)], and must be attached as an addendum to the real estate condition report that a seller gives to a prospective purchaser, generally before the prospective purchaser writes an offer to purchase [Wis. Stat. § 709.02]. An Executive Summary may not be required as part of the disclosure materials for a "small condominium" (up to twelve residential units), depending upon the elections made in the declaration [Wis. Stat. § 703.365 (1) & (8)].

CAUTION: NEITHER REAL ESTATE LICENSEES NOR UNIT OWNERS SHOULD COMPLETE THIS FORM!

Balance Sheet

Property: Grandview Commons Condominiums II

As of 04/15/24 (accrual basis)

ASSETS

Bank

1100 Cash in Checking	
11592 GRND - Checking	6,879.96
1100 Total Cash in Checking	6,879.96
1128 Money Market	
112802 Park Money Market	21,819.06
1128 Total Money Market	21,819.06

Total Bank 28,699.02

Accounts Receivable

1200 Rent Receivable	3,525.00
1230 Fees Receivable	710.00

Total Accounts Receivable 4,235.00

TOTAL ASSETS 32,934.02

LIABILITIES & EQUITY

Liabilities

Accounts Payable

2100 Accounts Payable	328.14
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Total Accounts Payable 328.14

Other Current Liability

2200 Prepaid Rent	-700.00
2230 Prepaid Fees	930.00

Total Other Current Liability 230.00

Total Liabilities 558.14

Equity

3100 Retained Earnings	23,826.06
3999 Net Income	8,549.82

Total Equity 32,375.88

TOTAL LIABILITIES & EQUITY 32,934.02

GRANDVIEW COMMONS II
2025 Budget

		2024 Dues at \$230	Dues at \$300.00
	Dues:	\$ 230.00	\$ 300.00
1	INCOME		
2	410501 Condo Fees	\$ 44,160.00	\$ 57,600.00
3	TOTAL INCOME	\$ 44,160.00	\$ 57,600.00
4	Expenses		
5	5180 Condo Fees	\$ 2,100.00	\$ 2,500.00
6	530102 Landscaping		
7	530104 Snow Removal	\$ 8,700.00	\$ 8,700.00
8	530106 Treatment/Chemical	\$ 1,000.00	\$ 1,000.00
9	530110 Lawn Care Contract	\$ 3,000.00	\$ 6,000.00
10	5350 Insurance	\$ 10,706.00	\$ 12,500.00
11	5400 Legal Professional	\$ 300.00	\$ 800.00
12	5424 Licenses/fees	\$ 25.00	\$ 25.00
13	542401 Online Pmt Fees	\$ 50.00	\$ 50.00
14	5500 Management Fees	\$ 4,416.00	\$ 4,416.00
15	5600 Pest Control	\$ 800.00	\$ 800.00
16	570005 General Repairs	\$ 2,000.00	\$ 2,000.00
17	572501/02 Supplies	\$ 250.00	\$ 250.00
18	5765 Trash Removal	\$ 3,300.00	\$ 3,400.00
19	577507 Water & Sewer	\$ 2,400.00	\$ 2,400.00
20	5712 Nonrecurring project	\$ 889.00	\$ 7,095.00
21	TOTAL EXPENSES	\$ 39,936.00	\$ 51,936.00
22	6150 Reserve Transfer	\$ 4,416.00	\$ 5,664.00
23	Total Expenses + Reserve	\$ 44,352.00	\$ 57,600.00
24	NET	\$ 192.00	\$ -

GRANDVIEW COMMONS II

2024 Budget

		Dues at \$230	2023 YTD 12/31/2023	Variance	Dues at \$230.00	Notes
	Dues:	\$ 230.00			\$ 230.00	
1	INCOME					
2	410501 Condo Fees	\$ 44,160.00			\$ 44,160.00	
3	TOTAL INCOME	\$ 44,160.00	\$44,160.00		\$ 44,160.00	
4	Expenses					
5	5160 Bank Fees	\$ 25.00	\$ -		\$ -	
6	517502 - Cleaning	\$ 300.00	\$ -	\$ 300.00		Garbage can cleaning??
7	5180 Condo Fees	\$ 2,000.00	\$ 2,096.52	\$ (96.52)	\$ 2,100.00	Annual HOA Fee
8	530102 Landscaping	\$ -	\$ 1,025.00	\$ (1,025.00)		
10	530104 Snow Removal	\$ 8,700.00	\$ 7,380.00	\$ 1,320.00	\$ 8,700.00	3 year average
12	530106 Treatment/Chemical	\$ 700.00	\$ 930.39	\$ (230.39)	\$ 1,000.00	5 step treatment
13	530110 Lawn Care Contract	\$ 4,000.00	\$ 3,000.00	\$ 1,000.00	\$ 3,000.00	seasonal contract
14	5350 Insurance	\$ 8,604.00	\$ 8,922.00	\$ (318.00)	\$ 10,706.00	9-2023 to 9-2024 coverage 20% increase
15	5400 Legal Professional	\$ 140.00	\$ 300.00	\$ (160.00)	\$ 300.00	Tax Returns
16	540001 Legal Fees	\$ 250.00	\$ 682.50	\$ (432.50)	\$ -	Misc Legal
18	5424 Licenses/fees	\$ 25.00	\$ 25.00	\$ -	\$ 25.00	Increased to \$25
19	542401 Online Pmt Fees	\$ 50.00	\$ 53.04	\$ (3.04)	\$ 50.00	MPM online payment fees
20	5500 Management Fees	\$ 4,224.00	\$ 4,224.00	\$ -	\$ 4,416.00	\$1 per unit increase
21	5600 Pest Control	\$ 800.00	\$ 728.00	\$ 72.00	\$ 800.00	Monthly pest
22	570005 General Repairs	\$ 2,000.00	\$ 2,117.93	\$ (117.93)	\$ 2,000.00	Misc repair
23	572501/02 Supplies	\$ 200.00	\$ 255.78	\$ (55.78)	\$ 250.00	Misc supplies
24	5765 Trash Removal	\$ 3,300.00	\$ 3,292.36	\$ 7.64	\$ 3,300.00	Increase 3%
25	577507 Water & Sewer	\$ 1,925.00	\$ 3,567.40	\$ (1,642.40)	\$ 2,400.00	10% Increase
26	Contingency	\$ 2,501.00	\$ -	\$ -	\$ 889.00	Misc Projects
26	TOTAL EXPENSES	\$ 39,744.00	\$ 38,599.92		\$ 39,936.00	
27	6150 Reserve Transfer	\$ 4,416.00	\$ 4,416.00		\$ 4,416.00	10% of dues
28	Total Expenses + Reserve	\$ 44,160.00	\$ 43,015.92		\$ 44,352.00	
	NET	\$ -	\$ 1,144.08		\$ 192.00	

