

DISCLOSURE MATERIALS

FOR

BEERLINE RIVER HOMES CONDOMINIUM

Property Address:

Commerce St., Booth, Pierce, Fratney, Riverwalk Way
Milwaukee, Wisconsin 53212

1. THESE ARE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.
2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY, WITH THE EXCEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONSULT THE DISCLOSURE DOCUMENTS TO WHICH A PARTICULAR EXECUTIVE SUMMARY STATEMENT PERTAINS. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.
3. YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU MAY, WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS, DELIVER A REQUEST FOR ANY MISSING DOCUMENTS. IF YOU TIMELY DELIVER A REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

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BEERLINE RIVER HOMES CONDOMINIUM

1. **EXECUTIVE SUMMARY**: The Executive Summary highlights for a buyer of a condominium unit essential information regarding the condominium. The Executive Summary begins on page A-1.
2. **DECLARATION**: The Declaration establishes and describes the condominium units and the common areas. The declaration begins on page B-1.
3. **BY-LAWS**: The By-Laws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The By-Laws begin on page C-1.
4. **ARTICLES OF INCORPORATION**: The operation of a condominium is governed by the association of which each unit owner is a member. Powers, duties and operation of an association are specified in its Articles of Incorporation. The Articles of Incorporation begin on page D-1.
5. **MANAGEMENT OR EMPLOYMENT CONTRACTS**: Certain services are provided to the condominium through contracts with individuals or private firms. These contracts begin on page E-1.
6. **ANNUAL OPERATING BUDGET**: The association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The Budget begins on page F-1.
7. **LEASES**: There are no leased facilities at this condominium.
8. **EXPANSION PLANS**: There are no expansion plans in effect at this condominium.
9. **FLOOR PLAN(S) AND MAP**: The seller has provided a floor plan of the unit being offered for sale and a map of the condominium which shows the location of the unit you are considering and all facilities and the common areas which are part of the condominium. The floor plan(s) and map can be found in the Declaration which begins on page B1.
10. **DECLARANT DISCLOSURES** begin on page G-1.
11. **STATUTORY RESERVE ACCOUNT**: The condominium does not have a Statutory Reserve Account. The Statutory Reserve Account Statement begins on page H-1.

BEERLINE RIVER HOMES CONDOMINIUMS

DISCLOSURE MATERIALS

SECTION A

EXECUTIVE SUMMARY

Executive Summary

Beerline River Homes Condominium

This Executive Summary highlights some of the information that prospective buyers of units in the Beerline River Homes Condominium are most interested in learning, as well as some of the information that they should consider when contemplating the purchase of a condominium unit. However, there are provisions and information contained in the Disclosure Materials that will be of importance and significance to a unit owner that are not included in this Executive Summary. *This summary is not intended to replace the buyer'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.*

1. **Condominium Name.** Beerline River Homes Condominium.
2. **Condominium Governance.** The condominium is governed by the Beerline River Homes Condominium Association, Ltd. (the "Association"), a Wisconsin non-stock corporation. All unit owners are members of the Association.
 - For specific information, see: Declaration § 10.1; Bylaws, Article II § 2.1.
3. **Association Management.** The Association has engaged Hunt Management Incorporated to serve as the Managing Agent for the condominium.
4. **Association Contact Information.**

Contact Name:	Hunt Management Incorporated
Phone:	262-238-1480
Email:	clientservices@huntmanagement.com
Mailing Address:	10520 N Baehr Rd, Suite Q, Mequon WI 53092

5. **Can the condominium be expanded in the future?** No. The right to expand the condominium has expired.
6. **Does the condominium have special amenities or features?** No, this condominium does not have any special amenities.
7. **Maintenance and Repair of Units.** Each unit owner shall be responsible for keeping the interior of the unit and all of its equipment, fixtures and appurtenances in good order, condition and repair. Without in any way limiting the foregoing, unit owners shall be responsible for the maintenance, repair, or replacement of any interior walls, floors, ceilings, doors and windows (including replacement of broken glass), door frames and window frames, patio and balcony doors, garage doors, screens and screening, lighting fixtures, appliances, heating and air-conditioning equipment (including appurtenant compressor and equipment), plumbing fixtures, water heater, interior electrical wiring and fixtures, door

bells, the attached garage interior and enclosed stairway leading up to the unit.

- For specific information, see: Declaration §§ 5.2 and 12.1; Bylaws, Article VII § 7.1.

8. Maintenance and Repair of Limited Common Elements.

Unit Owner Responsibilities: Each unit owner shall keep the limited common elements appurtenant to his or her unit in a clean, sanitary and attractive condition. The limited common elements include the roof terraces, balconies, and steps leading to units as identified on the Condominium Plat.

Association Responsibilities: The Association shall be responsible for the management and control of the limited common elements and shall cause the same to be kept in good, clean, attractive and sanitary condition, order, and repair.

- For specific information, see: Declaration §§ 8.1, 12.2, and 12.3; Bylaws, Article VII §§ 7.2 and 7.3.

9. Maintenance and Repair of Common Elements.

Association Responsibilities: The Association shall be responsible for the management and control of the condominium property, except the individual units, and shall cause the same to be kept in good, clean, attractive and sanitary condition, maintenance, order, and repair. Without in any way limiting the foregoing, this shall include the building exteriors, roofs, garage exteriors, walkways and driveways, common sidewalks, foundations, pipes, ducts, electrical wiring and conduits, utility services, public utility lines, water mains and lines, sewer laterals, outside walls, girders, beams, supports, and the general landscaping.

How does the Association pay for repairs and replacements? The Association maintains an operating fund and a reserve fund. Routine maintenance and repair of the common elements is funded through unit owner assessments and paid through the operating fund. For extraordinary or unexpected expenses, the Association may also use the reserve fund or special assessments to fund such repairs or replacements, as determined by the Board of Directors.

- For specific information, see: Declaration §§ 7.1, 12.2, and 16; Bylaws, Article VI §§ 6.3 and 6.4 and Article VII § 7.2.

10. Alterations of Units and Limited Common Elements. Unit owners shall not, without first obtaining written consent of the Association, make or permit to be made any structural alterations, changes, or improvements to the unit, the exterior of any unit, or to the common or limited common elements. Each unit owner shall have the exclusive right to furnish, refurnish or decorate the interior surfaces of the unit.

- For specific information, see: Declaration §§ 12.4 and 12.6; Bylaws, Article VIII § 8.1(m).

11. Parking.

Availability: Number of parking spaces assigned to each unit: **1-2**.

All units have an attached parking garage that can accommodate either one (1) or two (2) vehicles, except that a building with an elevator and common corridors shall have its lowest level as a garage level with parking spaces designated as limited common elements appurtenant to Units within such building. No vehicles shall be parked outside of a garage or other parking level and no vehicles shall be parked on the common elements.

Cost: There is no additional cost for the parking garages.

Guest Parking: Street parking is available for guests.

Additional Parking Rules and Restrictions: See Bylaws, Article VIII § 8.1(d); Code of Conduct § V.

- 12. Rental of Units:** Units may be rented or leased, provided that the lease is in writing and forwarded to the Board of Directors prior to any occupancy by a tenant, and that the lease compels the tenants to comply with the Association's governing documents. The owner must also provide the Board with the tenants contact information and permanent address.

- For specific information, see: Bylaws, Article VIII § 8.1(c).

13. Pets:

Number of Pets Allowed Per Unit: Unit owners are permitted to keep two (2) dogs and/or domesticated cats as pets, in addition to fish kept in a fish bowl or aquarium. In buildings containing an elevator and common corridors, a maximum of one (1) small dog and/or domesticated cat may be kept in the unit.

Animal Restrictions: There are no size restrictions on dogs or cats, except that dogs kept in a unit with an elevator and common corridors shall not exceed forty pounds (40 lbs.). Animals must be leashed and under the control of the unit owner when outside of the unit. Animals shall not be allowed to create a nuisance or annoyance. Unit owners are responsible for immediately disposing of all pet waste.

- For specific information, see: Bylaws, Article VIII § 8.1(e); Code of Conduct § III.

- 14. Amendments:** Wisconsin law allows the unit owners to amend the Declaration, Bylaws, Rules and Regulations and other condominium documents if the required votes are obtained. Some of these changes may alter your legal rights and responsibilities with regard to your condominium unit.

Declaration: The Declaration may be amended with the written consent of not less than two-thirds (2/3) of the unit owners, subject to mortgage approval.

By-Laws: The Bylaws may be amended by the affirmative vote of sixty-seven percent (67%) of the unit owners.

Rules & Regulations: Rules and Regulations may be adopted or amended by the Board of Directors.

- For specific information see: Declaration § 21.1; Bylaws, Article VI § 6.2, Article VIII § 8.2, and Article X § 10.1.

15. Fees on Declarant-Owned Units: This category is not applicable to this condominium because there are no unsold, declarant-owned units in the condominium.

16. First Right to Purchase a Unit: The Association does not have a first right to purchase a unit (also known as a "right of first refusal").

17. Transfer Fee: The Association does not charge a fee in connection with the transfer of ownership of a unit.

18. Disclosure Material Fee: The Association charges \$25.00, plus postage, for a hard copy of the disclosure materials. The disclosure materials are available at no cost on the Managing Agent's website.

19. Payoff Statement Fee: The Association does not charge a fee for providing a payoff statement under § 703.335, of the Wisconsin Statutes. However, if more than one payoff statement is requested for a unit during any two-month period, the Association may charge up to \$25.00 for each additional payment statement, pursuant to § 703.335(4), of the Wisconsin Statutes.

20. Reserves. The Association maintains a reserve fund for replacement, or repair of common elements and other extraordinary expenditures. The Association does not maintain a Statutory Reserve Account.

21. Reserve Balance. The amount of the reserve balance is \$104,119.46 This amount is current as of 02/02/2022.

- For specific information about the reserve balance, contact the Board of Directors.

This Executive Summary was prepared or revised on February 2, 2022.

BEERLINE RIVER HOMES CONDOMINIUMS

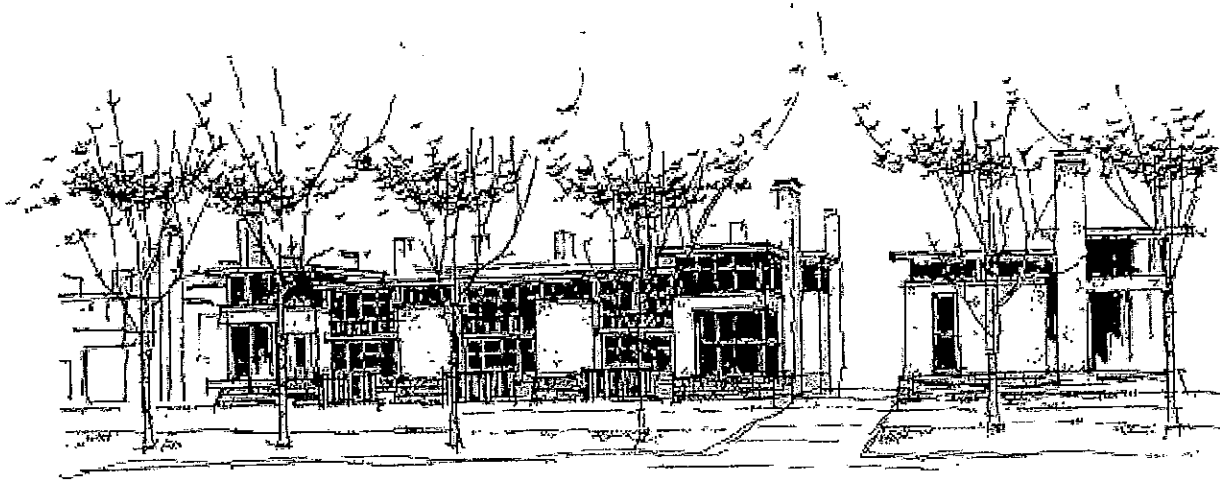
DISCLOSURE MATERIALS

SECTION B

DECLARATION

MAY 15 2006

BEERLINE RIVER HOMES CONDOMINIUM



Declarant: River Homes Partners, LLC
8400 Lakeview Parkway, Suite 700
Pleasant Prairie, WI 53158

Agent: Lawdock, Inc.
411 East Wisconsin Avenue
Suite 2040
Milwaukee, WI 53202-4497

DISCLOSURE MATERIALS

THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM UNIT OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.

THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY BE RELIED UPON AS CORRECT AND BINDING. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

October 2004

This document book prepared by:

Scott L. Langlois
Quarles & Brady LLP
411 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-4497

CONDOMINIUM DECLARATION

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CONDOMINIUM PLAT

Condominium Declaration

Document Number

Document Title

BEERLINE RIVER HOMES CONDOMINIUM

Declarant:

River Homes Partners, LLC
P. O. Box 99
Kenosha, WI 53140

Agent:

Lawdock, Inc.
411 East Wisconsin Avenue
Suite 2040
Milwaukee, WI 53202-4497

Recording Area

Name and Return Address

Scott L. Langlois
Quarles & Brady LLP
411 East Wisconsin Avenue
Milwaukee, WI 53202

Parcel Identification Number (PIN)

CONDOMINIUM DECLARATION

BEERLINE RIVER HOMES CONDOMINIUM

THIS DECLARATION is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act") this ____ day of _____, 2000, by River Homes Partners, LLC, a Wisconsin limited liability company (hereinafter referred to as "Declarant").

1. STATEMENT OF DECLARATION.

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

Declarant hereby declares that it is the sole owner of the real property described in Section 4 hereof, together with all buildings and improvements thereon or to be constructed thereon (hereinafter referred to as "the Property") which is hereby submitted to the condominium form of ownership as provided in the Act and this Declaration. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

2. **NAME AND ADDRESS.**

The real estate described in Section 4 and all buildings and improvements thereon and thereto shall be known as **BEERLINE RIVER HOMES CONDOMINIUM**. The address of the Condominium is 1942 Commerce Street, Milwaukee, Wisconsin.

3. **EXPANDABLE CONDOMINIUM.**

Declarant intends to develop **BEERLINE RIVER HOMES CONDOMINIUM** in phases, so that in addition to the real estate and improvements described in Section 4 and submitted to the condominium form of ownership hereunder, Declarant may declare and annex to **BEERLINE RIVER HOMES CONDOMINIUM** certain additional real estate and improvements, in the manner provided in Section 22 herein. **BEERLINE RIVER HOMES CONDOMINIUM** may ultimately consist of a residential condominium of up to 80 Units (as hereinafter defined) if all proposed expansions are accomplished. In the event such expansions are accomplished, the percentage of undivided ownership interest of each Unit owner in the common elements, voting rights, and each Unit owner's share of common expenses will be changed to include additional Unit owners and the additional property and improvements included in **BEERLINE RIVER HOMES CONDOMINIUM**.

4. **LEGAL DESCRIPTION.**

The following described real estate, also described in the condominium plat attached hereto (the "Condominium Plat"), is hereby subjected to the provisions of this Declaration:

That part of Parcel 3 of Certified Survey Map No. 6832, being a division of Lots 33 through 58 inclusive, of plat of Lots 2 and 3, accrued lands, in the Northeast 1/4, the Southeast 1/4 and the Southwest 1/4 of the Northwest 1/4 of Section 21, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the Northeast corner of said Northwest 1/4 Section; thence South 00°18'59" East along the East line of said 1/4 Section 852.82 feet to a point on the easterly extension of the southerly line of North Commerce Street; thence South 84°17'38" West along said southerly line and its extension 183.76 feet to a point; thence South 72°51'37" West along said southerly 500.00 feet to a point; thence South 68°44'37" West along said southerly line 100.00 feet to a point; thence South 62°40'36" West along said southerly line 250.00 feet to

a point; thence South 55°47'38" West along said southerly line 200.00 feet to a point; thence South 51°56'38" West along said southerly line 50.00 feet to the northeasterly corner of said Parcel 3 and the point of beginning of the lands to be described; thence South 38°03'22" East along the westerly line of North Pierce Street 132.17 feet; thence South 49°53'19" West 284.51 feet to a point on the easterly line of North Booth Street; thence North 43°08'23" West along said westerly line 121.07 feet to a point on the southerly line of North Commerce Street; thence North 46°51'37" East along said southerly line 246.02 feet to a point; thence North 51°56'38" East along said southerly line 50.00 feet to the point of beginning.

5. DEFINITION AND DESCRIPTION OF UNITS.

5.1 Number. Twenty (20) residential condominium units are hereby declared in **BEERLINE RIVER HOMES CONDOMINIUM** (individually a "Unit" and collectively the "Units").

5.2 Definition. A Unit is that separate area within a building intended for independent, private use, comprised of one or more cubicles of air at one or more levels of space, having outer boundaries formed by the interior surfaces of the perimeter walls, floors, and ceilings, including the windows, window frames, doors and door frames of the Units, as said boundaries are shown in the Condominium Plat attached hereto, together with all fixtures and improvements therein contained, and including an enclosed parking garage and the enclosed stairways leading up to the Units located on the second levels of the buildings as a part of each Unit, as shown on the Condominium Plat but excluding the meter closets as shown on the Condominium Plat, which shall be common elements.

5.3 Identification. The Units are designated by the numbers as set forth on the Condominium Plat. The Unit designations and locations and floor plans for the Units are as set forth in the Condominium Plat attached hereto. The approximate dimensions and floor area of each Unit, immediate Common Elements (as hereinafter defined) to which the Units have access, and further details identifying and describing the Units are as set forth in the Condominium Plat.

6. DESCRIPTION AND LOCATION OF BUILDINGS.

There are four (4) main buildings proposed or constructed on the real estate described in Section 4 above, one of which will contain six (6) single-family residential condominium Units, two of which will contain five (5) single-family residential units, and one of which will contain four (4) single-family residential units. The buildings are or will be located on the real estate as indicated on the Condominium Plat. The buildings constructed upon the Property are or will be three (3) or four (4) stories in height, some of which will have roof pavilions and terraces, all of which will include an indoor parking garage on the lowest level of each Unit, and are or will be constructed principally with a floor truss framing system and roof truss framing system with an exterior comprised of face brick, synthetic plaster on the second story and painted cedar siding trim, overhang and fascia. Floor plans of the Units are attached hereto as a part of the Condominium Plat.

7. COMMON ELEMENTS AND FACILITIES.

7.1 **Description.** The common elements ("Common Elements") shall consist of all of the **BEERLINE RIVER HOMES CONDOMINIUM**, except the individual Units and fixtures therein, as defined hereunder, and shall include, without limitation, the land on which the buildings are located; the private roadways, building structures and exteriors, perimeter and bearing walls; common sidewalks, driveways and walkways; building roofs; foundations; pipes; ducts; electrical wiring and conduits; utility services; public utility lines; master television cable or antenna and lines; water mains and lines, sewer laterals; outside walls; girders, beams and supports; the landscaping comprising or which may comprise the Property; and all other improvements and appurtenances.

7.2 **Unit Owner Easements.** Each Unit owner shall have an easement to the space between the interior and exterior walls or common walls of his or her Unit for purposes of adding additional utility outlets, wall hangings, erection of non-bearing partition walls, and the like, where space between the walls may be necessary for such uses, provided that the Unit owner shall do nothing to impair the structural integrity of the building, and provided further that the Common Elements be restored to their former condition by the Unit owner at his or her sole expense upon completion or termination of the use requiring the easement. Easements are hereby granted and declared for the benefit of the Unit owners and the Association (hereinafter described) for the installation, maintenance and repair of common utility services in and on any part of the Common Elements or Units.

8. LIMITED COMMON ELEMENTS.

8.1 **Description.** A portion of the Common Elements are designated as "Limited Common Elements," as shown in the Condominium Plat. Such Limited Common Elements shall be reserved for the exclusive and pursuant use of the owner or occupant of the Unit to which they are appurtenant, to the exclusion of all other Units in **BEERLINE RIVER HOMES CONDOMINIUM**. Such Limited Common Elements consist of the roof terraces for certain of the Units and balconies for the Units, the steps leading up to the doors of certain Units, and such other Limited Common Elements as may be identified in the Condominium Plat.

8.2 **Use.** The manner of use of the Limited Common Elements shall be governed by the By-Laws of, and such rules and regulations as may be established by, the Association, and no Unit owner shall alter, remove, repair, paint, decorate, landscape or adorn any Limited Common Element, or permit such, in any manner contrary to such By-Laws and rules and regulations. No major or structural changes or alterations shall be made by any Unit owner to any of the Limited Common Elements without the prior written approval of the Association, which approval may be given upon such terms and conditions as the Association deems appropriate.

8.3 **Transfer of Limited Common Elements.** Any Limited Common Element parking or storage areas may be made appurtenant to a Unit by describing such Limited Common Element in the Deed to such Unit with reference to the Limited Common Element as described on the Condominium Plat. Such Limited Common Element shall be appurtenant to and reserved for the exclusive use of the Unit referenced in the Deed, and such grantee Unit Owner shall have all of the

rights and obligations regarding such Limited Common Element as provided in this Declaration. Thereafter, any such Unit Owner may likewise assign any such Limited Common Element to any other Unit by an assignment recorded in the Milwaukee County real property records, whereupon such Limited Common Element shall be appurtenant to and reserved for the exclusive use of the Unit referenced in such assignment, and such Unit Owner shall have all of the rights and obligations regarding such Limited Common Element as provided in the Declaration.

9. OWNERSHIP OF UNIT AND PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

Each Unit owner shall own a fee simple interest in his or her Unit. Each Unit owner shall also own an undivided interest in the Common Elements and Limited Common Elements as a tenant in common with all other Unit owners and, except as otherwise limited in this Declaration, shall have the right to use and occupy the Common Elements and Limited Common Elements for all purposes incident to the use and occupancy of his or her Unit as a place of residence, and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with his or her Unit.

The initial percentage of such undivided ownership interest in the Common Elements and Limited Common Elements relating to each Unit and its owner for all purposes, including proportionate payment of common expenses, but excluding voting, shall be as follows:

<u>Unit Number</u>	<u>Unit Style</u>	<u>Unit Percentage</u>
1	E	5.6226%
2	D	3.4247%
3	G	3.8622%
4	D	3.4247%
5	C	6.7191%
6	A	6.6175%
7	B	5.8258%
8	B	5.8258%
9	B	5.8258%
10	B	5.8258%
11	A	6.6175%
12	C	6.7191%
13	D	3.4247%
14	H	4.1122%
15	D	3.4247%
16	E	5.6226%
17	F	5.1279%
18	D	3.4247%
19	D	3.4247%
20	F	<u>5.1279%</u>
Total of All Units:		100%

The percentage of such ownership of the Common Elements and Limited Common Elements shall be subject to change and adjustment in the event of annexation of additional properties and improvements to **BEERLINE RIVER HOMES CONDOMINIUM**, as provided in Section 22 herein, and new percentages shall be shown in any amendment to this Declaration made pursuant to Section 22. The formula for determining percentage ownership interests in the Common Elements for all Unit owners upon annexation of any part of the Future Phases property to the Condominium as set forth in Section 22 herein shall be the square footage of the respective Unit in the Condominium as determined by the Declarant divided by the total square footage of all of the Units in the Condominium as determined by the Declarant. The percent ownership interests as set forth herein or in any amendment to this Declaration shall be deemed accurate and correct for all purposes.

10. **ASSOCIATION OF UNIT OWNERS.**

10.1 **Membership, Duties and Obligations.** All Unit owners shall be entitled and required to be a member of an association of Unit owners to be known as Beerline River Homes Condominium Association, Ltd. (the "Association") which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the Common Elements and Limited Common Elements. Such Association shall be incorporated as a non-stock corporation under the laws of the State of Wisconsin. Each Unit owner and the occupants of the Units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the By-Laws and rules and regulations of the Association.

10.2 **Voting Rights.** Each Unit shall be entitled to one (1) vote at meetings of the Association. Only one membership and one vote shall exist for each Unit; if title to a Unit is held by more than one person, the membership and vote related to that Unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which title to the Unit is held. Voting rights may not be split, and shared membership interests must be voted pursuant to the designation contained in the Membership List maintained pursuant to the By-Laws. The Declarant shall be entitled to cast the votes pertaining to any Unit or Units declared as a part of **BEERLINE RIVER HOMES CONDOMINIUM** but not constructed or sold, until such time as the respective Units are constructed and sold by Declarant or its successors or assigns.

The respective rights, qualifications and obligations of the members of the Association shall be as set forth in the By-Laws of the Association.

10.3 **Declarant Control.** Notwithstanding any other provisions herein contained, Declarant, its successors and assigns, shall have the right at its option to appoint and remove the members of the Board of Directors and officers of the Association and to amend the By-Laws or rules and regulations of the Association, until the earlier of: (a) ten (10) years from the date of the closing of the first sale of a Unit by Declarant, (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers by Declarant, or (c) until such earlier time as may be determined by Declarant, subject in each case to provisions of the Act. The percentage in (b) above shall be calculated with the assumption that all Units to be completed are included in the Condominium, including those in Future Phases. Each owner of a Unit in

BEERLINE RIVER HOMES CONDOMINIUM shall be deemed by acceptance of any deed to any Unit to agree, approve, and consent to the right of Declarant to so control the Association.

10.4 Association Personnel. The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable, and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of **BEERLINE RIVER HOMES CONDOMINIUM**. The Association may contract for common services or utilities as may be required for each Unit.

10.5 Association Records. The Association shall have current copies of this Declaration, the Articles of Incorporation and the By-Laws of the Association, the Condominium Plat, any rules or regulations affecting **BEERLINE RIVER HOMES CONDOMINIUM**, and the Association's books, records and financial statements available for inspection during normal business hours by Unit owners or by holders, insurers or guarantors of first mortgages secured by condominium Units in **BEERLINE RIVER HOMES CONDOMINIUM**. Upon written request, the Association shall provide a written financial statement for the preceding fiscal year to any such holder, insurer or guarantor of a first mortgage secured by a Unit in **BEERLINE RIVER HOMES CONDOMINIUM**. The Association shall make available to prospective purchasers current copies of the Declaration, By-Laws of the Association, any rules and regulations affecting **BEERLINE RIVER HOMES CONDOMINIUM** and the most recent financial statement of the Association during normal business hours.

11. RESIDENTIAL PURPOSE.

The four (4) buildings described in Section 6 hereof and the Units therein contained are intended for and restricted exclusively to residential uses as governed by the terms and conditions contained herein and the By-Laws of the Association. Notwithstanding the foregoing, the Declarant reserves the right, at its option and in its sole discretion, to use and occupy various Units, selected by the Declarant, as "model" Units and sales offices and to designate reserved parking spaces to be used in connection with Declarant's sale activities and to direct prospective buyers to parking areas, until such time as all annexations provided for in Section 22 herein have been completed by Declarant, or all Units have been sold, or until such earlier time as may be determined by Declarant.

12. REPAIRS AND MAINTENANCE.

12.1 Individual Units. Each Unit owner shall be responsible for keeping the interior of his or her Unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for interior decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his or her Unit, all as is more fully set forth in the By-Laws of the Association. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the Unit in good repair, each Unit owner shall be responsible for the maintenance, repair or replacement of any doors and windows (including replacement of broken glass), patio and balcony doors, garage doors, screens and screening, lighting fixtures, refrigerators, ranges, heating and air conditioning equipment, including appurtenant compressor and equipment, plumbing fixtures, dishwashers, disposals, laundry

equipment such as washers and dryers, water heaters, interior electrical wiring and fixtures, door bells, or other equipment which may be in, or connect with, the Unit or the Limited Common Elements appurtenant to the Unit. For purposes of uniformity of external appearance and quality, the Association may specify the type, color and quality of materials to be used in replacing, repairing, painting or maintaining external fixtures such as entry doors, garage doors, lighting fixtures and other items which may be determined from time to time by the Board of Directors of the Association.

12.2 Common Elements. The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements, and shall cause the same to be kept in good, clean, attractive and sanitary condition, order, and repair. Without in any way limiting the foregoing, this shall include all routine painting, repair, and maintenance of building exteriors, including walls and roof, garage exteriors, and repair and maintenance of walkways and driveways, as is all more fully set forth in the By-Laws. All expenses of maintenance of the Common Elements shall be a common expense of the Association. The Association shall have control over all additions, improvements and alterations to Common Elements and Limited Common Elements. Individual Unit owners may make alterations or additions to Common Elements or Limited Common Elements, upon application to and prior approval by the Association. Individual Unit owners shall be responsible at their sole expense for maintenance, repair and upkeep of all such individual additions, improvements, alterations and changes made to the Common Elements or Limited Common Elements. In the event any repair or maintenance of the Common Elements is necessitated by reason of the negligence or misuse of a Unit owner or the guest or agent of a Unit owner, such expense shall be charged and specially assessed against the responsible Unit owner, unless such loss is covered by insurance.

12.3 Limited Common Elements. Each Unit owner shall keep the Limited Common Elements appurtenant to his or her Unit, as defined in Section 8 hereof and as described in the Condominium Plat, in a good, clean, sanitary and attractive condition.

12.4 Prohibition Against Structural Changes by Owner. A Unit owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to his or her Unit, or in or to the exterior of any building or any Common Elements or Limited Common Elements, or make or install any improvements or equipment which may affect other Units or the owners of other Units. A Unit owner shall not perform, or allow to be performed, any act or work which will impair the structural soundness or integrity of the buildings or Units, or the safety of the Property, or impair any easement or property right, without the prior written consent of the Association.

12.5 Entry for Repairs. The Association may enter any Unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of public utilities or for any other matters for which the Association is responsible. Such entry shall be made with prior notice to the Unit owners, except in the case of an emergency when injury or property damage will result from delayed entry, and with as little inconvenience to the Unit owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a

common expense except as allocable to an individual Unit or Units in the discretion of the Board of Directors.

12.6 Decorating. Each Unit owner shall have the exclusive right to carpet, paint, repaint, tile, panel, paper or otherwise refurbish and decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of his or her Unit and all walls, ceilings, floors and doors within such boundaries, and to erect partition walls of a non-structural nature within his or her Unit.

13. NO SUBDIVISION.

No Unit in **BEERLINE RIVER HOMES CONDOMINIUM** may be subdivided or separated and no relocation of boundaries between adjoining Units shall be allowed except pursuant to such standards as may be promulgated by and with the consent of the Association.

14. DESTRUCTION AND RECONSTRUCTION.

In the event of a partial or total damage or destruction of a building or buildings or any other part of the Common Elements, such shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built, so as to be compatible with the remainder of **BEERLINE RIVER HOMES CONDOMINIUM**. However, in the case of damage or destruction, the repair or reconstruction of which would exceed available insurance proceeds, the Association may determine not to rebuild or repair by affirmative vote and written consent of at least 75% of the votes in the Association within 90 days of the date of the damage or destruction. In such event, the Property shall be subject to an action for partition and shall be partitioned pursuant to §703.18 of the Wisconsin Statutes, providing for distribution of net proceeds of sale of the Property and net proceeds of insurance in proportion to the undivided percentage ownership interests in the Common Elements and in accordance with the priority of interests in each Unit, and the Association shall be dissolved.

On reconstruction, the design, plan and specifications of any building or Unit may vary from that of the original upon approval of the Association, provided, however, that the number of square feet of any Unit may not vary by more than five percent (5%) from the number of square feet for such Unit as originally constructed, and the location of the building shall be substantially the same as prior to damage or destruction. The proceeds of any insurance provided by the Association and collected for such damage or destruction shall be available to the Association for the purpose of repair or reconstruction, as provided in Section 15 hereof. The Association shall have the right to levy assessments as a common expense against all Unit owners in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

15. INSURANCE.

15.1 Units. Individual Unit owners shall provide insurance for the interior of their respective Units and all fixtures and improvements contained therein. Premiums for such insurance shall be an individual expense of the respective Unit owners.

15.2 Common Elements. The Association shall provide and maintain fire and broad form extended coverage insurance on the buildings, improvements, and any other Common Elements and Limited Common Elements in an amount not less than the full replacement value thereof from time to time. Such insurance shall be obtained in the name of the Association as trustee for each of the Unit owners and their respective mortgagees in the percentages established in this Declaration, as their interests may appear. Premiums shall be a common expense. To the extent required by law or deemed advisable by the Declarant or the Association, the Association shall provide and maintain flood insurance on the buildings, improvements and any other Common Elements and Limited Common Elements.

In the event of partial or total destruction of a building or buildings and the repair or reconstruction of such building or buildings in accordance with Section 14 hereof, the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost thereof. If it is determined not to reconstruct or repair, then the insurance proceeds together with the net proceeds of sale, shall be distributed to the Unit owners and their mortgagees, if any, as their respective interests may appear, in the manner provided by the Act.

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

15.4 Liability Insurance. The Association shall also provide public liability insurance covering the Common Elements and the Limited Common Elements with respect to all claims commonly insured against in such amounts as may be determined at the discretion of the Association from time to time. The Association may also provide workman's compensation insurance, directors' and officers' liability insurance and fidelity bonds on such officers and employees in such amounts and with such coverage as is determined by the Board of Directors to be necessary or advisable from time to time.

15.5 Terms of Insurance. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against Unit owners, the Association, and their respective agents, invitees and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more Unit owners, or the Association, or their agents, invitees and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value.

16. LIABILITY FOR COMMON EXPENSES.

The costs of administration of the Association, insurance, repair, maintenance and other expenses of the buildings, improvements, the Common Elements and Limited Common Elements, including common services provided to the Unit owners such as professional management services, trash removal, sewer, snow removal, and repair and maintenance of landscaping, walkways, private roadways, driveways, driveway lights, and parking areas, shall be paid for by the Association. The Association shall make assessments against the Unit owners and the Units for such common expenses in accordance with the percentage of the undivided interest in the Common Elements relating to each Unit, in the manner provided in the By-Laws of the Association. No Unit owner may exempt himself or herself or his or her Unit ownership from liability for his or her contribution toward the common expenses by waiver of the use or enjoyment of any of the Common Elements or Limited Common Elements or services or by abandonment of his or her Unit or because of a dispute over services provided or not provided by the Association; and no conveyance shall relieve the Unit owner-grantor or his or her Unit of such liability, and he or she shall be jointly, severally and personally liable along with his or her grantee in any such conveyance for the common expenses incurred up to the date of sale, until all expenses charged to his or her Unit have been paid. The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements, and no Unit owner shall have any "self help" rights regarding the Common Elements or Limited Common Elements or any right to reimbursement from the Association for any purported benefit conferred upon any Common Element or Limited Common Element by any Unit owner without the explicit consent of the Association.

All assessments, when due, shall immediately become a personal debt of the Unit owner and also a lien, until paid, against the Unit to which charged, as provided in the Act. Assessments shall be made against the Unit owners and the Units at the beginning of each fiscal year of the Association to meet estimated common expenses of the Association for the ensuing year; however, if prorated and paid in installments, the assessments shall not be considered due until the respective installment payment dates. In the event of delinquency in payment, the Association may assess penalties and interest, and may accelerate annual assessments remaining unpaid with respect to such delinquent Unit for purposes of collection or foreclosure action by the Association.

If a Unit owner defaults in any payment, the Association shall take appropriate measures as provided by law. The defaulting Unit owner shall be responsible for all costs incurred by the Association in seeking to enforce payment including the Association's actual attorney fees. Unit owners shall be both personally liable for assessments and a lien shall be imposed against such owner's Unit for same; provided, however, such lien shall be subordinate to the lien of a first mortgage recorded prior to the due date of the delinquent assessment. Liens for unpaid assessments as provided in the Act shall also extend to and secure interest, fines and reasonable costs of collection including attorneys' fees incurred by the Association incident to the collection of assessments or enforcement of liens. The Association may purchase a Unit upon the foreclosure of its lien. A lien for assessments will not be affected by the sale or transfer of a Unit, provided that the foreclosure of a first mortgage lien extinguishes the lien for any assessments payable prior to such foreclosure sale.

17. PARTITION OF COMMON ELEMENTS PROHIBITED.

There shall be no partition of the Common Elements and Limited Common Elements through judicial proceedings or otherwise, except as otherwise provided in this Declaration, until this Declaration is terminated and the Property is withdrawn from its terms or from the terms of the Act; provided, however, that if any Unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of said single Unit as between such co-owners. No Unit may be subdivided or separated except pursuant to such standards as may be promulgated by and with the consent of the Association.

18. CONVEYANCE TO INCLUDE INTERESTS IN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

The percentage of undivided interest in the Common Elements and Limited Common Elements shall not be separated from the Unit to which it appertains. No Unit owner shall execute any deed, mortgage, lease or other instrument affecting title to such Unit ownership without including therein both his or her interest in the Unit and his or her corresponding percentage of ownership in the Common Elements and Limited Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

19. EASEMENTS, RESERVATIONS AND ENCROACHMENTS.

19.1 Utilities. Easements are hereby declared and granted for the benefit of the Unit owners and the Association and reserved for the benefit of the Declarant for utility purposes, including the right to install, lay, maintain, repair and replace water lines and pipes, sewer lines, gas mains, telephone wires and equipment, master television antenna system or cable wires and equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along and on any part of the Common Elements, to service the Property or the property described in Section 22 herein. The Association or the Declarant has the right to grant easements for utilities as provided above under, through or over the Common Elements which are reasonably necessary to the ongoing development and operation of **BEERLINE RIVER HOMES CONDOMINIUM**.

19.2 Encroachments. In the event that by reason of the construction, reconstruction, repair, settlement, movement or shifting of any building, or the design or construction of any Unit, any part of the Common Elements or Limited Common Elements, encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements or Limited Common Elements, or any portion of any Unit encroaches upon any part of any other Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit so long as all or any part of the building containing such Unit shall remain standing, and Unit and Common Element boundaries shall be as provided in the Act. Provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any Unit or in favor of the owner or owners of the

Common Elements or Limited Common Elements, if such encroachment occurred due to the willful and knowing conduct of said owner or owners.

19.3 Rights of Ingress and Egress. Each Unit owner shall have an unrestricted right of ingress and egress to and from his or her Unit that shall be perpetual and pass with the Unit upon transfers of ownership.

19.4 Binding Effect. All easements and rights described in this Section 19 are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all Unit owners, purchasers and mortgagees and their heirs, personal representatives, successors and assigns. The Association or the Declarant shall have the authority to execute and record all documents necessary to carry out the intent of this Section 19.

20. RIGHTS OF ACTION; FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER.

20.1 Rights of Action. If any Unit owner fails to comply with this Declaration or the By-Laws or decisions made by the Association, the Association or any other Unit owner may sue such Unit owner for damages caused by the failure or for injunctive relief. In addition, the Association shall have the enforcement authority contained in the By-Laws of the Association. If the Association fails to comply with this Declaration or the By-Laws, any Unit owner may sue the Association for damages caused by such failure.

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

21. AMENDMENTS TO DECLARATION.

21.1 General. Except as otherwise provided by the Act with respect to termination of the condominium form of ownership, and except as provided in Section 22 herein and in Section 21.2 below, this Declaration may be amended only with the written consent of Unit owners with not less than two-thirds (2/3) of the votes in the Association. A Unit owner's written consent is not effective unless it is approved by the mortgagee of the Unit, if any. Prior to completion of construction and initial sale of all Units by Declarant, the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Amendments shall be executed by the President of the Association and shall

become effective when recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin. A copy of the amendment shall be recorded with the Office of the Register of Deeds for Milwaukee County, and a copy of the amendment shall also be mailed or personally delivered to each Unit owner at his or her address on file with the Association. If the Department of Veterans Affairs has approved **BEERLINE RIVER HOMES CONDOMINIUM**, and while the Declarant is in control of the Association, any amendment, except an amendment to expand **BEERLINE RIVER HOMES CONDOMINIUM** as provided in Section 22 herein, shall be approved by the Secretary of the Department of Veterans Affairs prior to recordation. This approval right will include any amendment to merge **BEERLINE RIVER HOMES CONDOMINIUM** with a successor condominium regime.

21.2 **Material Amendments.** Amendments of a material nature, in addition to requiring the written consent of not less than two-thirds (2/3) of the total votes in the Association shall also require approval by Eligible Mortgagees (as hereinafter defined) who represent at least 51% of the votes of Unit owners that are subject to such mortgages. A change to any provision of this Declaration related to the following matters is defined as "material":

21.2.1 Voting rights;

21.2.2 Increases in assessments which exceed 25% of the previously assessed amount, assessment liens, or the priority of assessment liens;

21.2.3 Reductions in reserves for maintenance, repair, and replacement of common areas;

21.2.4 Responsibility for maintenance and repairs;

21.2.5 Reallocation of interests in the Common Elements or the Limited Common Elements, or rights to their use;

21.2.6 Redefinition of any Unit boundaries;

21.2.7 Convertibility of Units into Common Elements or vice versa;

21.2.8 Expansion or contraction of **BEERLINE RIVER HOMES CONDOMINIUM**, or the addition, annexation, or withdrawal of property to or from **BEERLINE RIVER HOMES CONDOMINIUM** (except as provided in Section 22 hereof);

21.2.9 Insurance or fidelity bond requirements;

21.2.10 Further imposition of restrictions on leasing of Units;

21.2.11 Imposition of any restrictions on a Unit owner's right to sell or transfer his or her Unit;

21.2.12 A decision by the Association to establish self-management when professional management had been required previously by **BEERLINE RIVER HOMES CONDOMINIUM**'s documents or by an Eligible Mortgagee;

21.2.13 Restoration or repair of **BEERLINE RIVER HOMES CONDOMINIUM** (after damage or partial condemnation) in a manner other than that specified in **BEERLINE RIVER HOMES CONDOMINIUM** documents;

21.2.14 Any action or omission serving to abandon or terminate the legal status of **BEERLINE RIVER HOMES CONDOMINIUM** whether after substantial destruction or condemnation or otherwise; and

21.2.15 Any provisions that expressly benefit mortgage holders, insurers, or guarantors.

22. EXPANSIONS OF BEERLINE RIVER HOMES CONDOMINIUM.

22.1 Right to Expand. Declarant hereby reserves the right and option unto itself, its successors or assigns, in its sole discretion, within a period of ten (10) years after the date of recording this Declaration in the Office of the Register of Deeds for Milwaukee County, Wisconsin, to expand and add to **BEERLINE RIVER HOMES CONDOMINIUM**, and include as property subject to this Declaration, in any sequence whatsoever, all or any part of the real estate and improvements described below and described as Future Phases in the Condominium Plat attached hereto:

All of Parcels 1 and 2 and that part of Parcel 3 of Certified Survey Map No. 6832, being a division of Lots 33 through 58 inclusive, of plat of Lots 2 and 3, accrued lands, in the Northeast 1/4, the Southeast 1/4 and the Southwest 1/4 of the Northwest 1/4 of Section 21, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the Northeast corner of said Northwest 1/4 Section; thence South 00°18'59" East along the East line of said 1/4 Section 852.82 feet to a point on the easterly extension of the southerly line of North Commerce Street; thence South 84°17'38" West along said southerly line and its extension 183.76 feet to a point; thence South 72°51'37" West along said southerly line 500.00 feet to a point; thence South 68°44'37" West along said southerly line 100.00 feet to a point; thence South 62°40'36" West along said southerly line 250.00 feet to a point; thence South 55°47'38" West along said southerly line 200.00 feet to a point; thence South 51°56'38" West along said southerly line 50.00 feet to the northeasterly corner of said Parcel 3; thence South 38°03'22" East along the westerly line of North Pierce Street 132.17 feet and the point of beginning of the lands to be described; thence continuing South 38°03'22" East along said West line 15.01 feet to a point on the southerly line of said Parcel 3 and the established dock line of the Milwaukee River; thence South 49°53'19" West along said southerly line 283.18 feet to a point on the Easterly line of North Booth

Street; thence North 43°08'23" West along said easterly line 15.02 feet to a point; thence North 43°53'19" East 284.51 feet to the point of beginning.

In the event that certain of the property described above is not owned by Declarant, Declarant shall not be entitled to so add such property not owned by Declarant to **BEERLINE RIVER HOMES CONDOMINIUM** and this Declaration until Declarant obtains ownership of this real property or Declarant's rights hereunder shall be conveyed to such owner. Being referenced herein as Future Phases property shall not in any way cloud title to or otherwise encumber any such property not owned by Declarant, but shall merely reference the fact that such property may be added to **BEERLINE RIVER HOMES CONDOMINIUM** pursuant to this Section 22 if acquired by Declarant or if Declarant's rights hereunder shall be conveyed to such owner.

In the event of such expansion, Declarant or its successors or assigns shall be entitled to construct on the property described above and to expand **BEERLINE RIVER HOMES CONDOMINIUM**, and submit to the condominium form of ownership hereunder, a maximum of sixty (60) additional condominium units, or any lesser number, and such facilities or amenities as Declarant, its successors or assigns, may deem appropriate, all of which, if constructed, shall be of generally comparable design, construction, quality and appearance as the original buildings constructed and submitted to the condominium form of ownership hereunder. All improvements intended for each Future Phase shall be constructed in a manner consistent with the initial improvements and/or the Condominium Plat and shall be substantially completed prior to expansion of the respective Future Phases of **BEERLINE RIVER HOMES CONDOMINIUM**. Such units shall be located generally as shown in the Condominium Plat, but final location and configuration of the buildings and units shall be at the sole discretion of the Declarant. **BEERLINE RIVER HOMES CONDOMINIUM** may ultimately consist of a residential condominium of eighty (80) Units if the maximum number of units in the Future Phases are so annexed to **BEERLINE RIVER HOMES CONDOMINIUM**. All Units, Unit owners and occupants, and the Common Elements and Limited Common Elements of the Future Phases, if and when the Future Phases are annexed, shall be in all respects subject to the provisions, restrictions, covenants, terms and conditions of the Act, this Declaration, the Articles and By-Laws of the Association, and such amendments, restrictions, rules and regulations as may be promulgated thereunder.

Declarant reserves the right to change the layout, location, dimensions and construction details of the buildings, Units and Common Elements shown on the Condominium Plat which are not fully constructed, provided that such changes shall not substantially alter the nature and quality of the building and Units.

22.2 Adjustment to Percentage Ownership in Common Elements. Upon the effective date of any such expansion, or any one in a series of expansions, the percentage of the aggregate undivided interest in the Common Elements and Limited Common Elements relating to each Unit and its owners, shall be adjusted and reallocated between all Unit owners for all purposes, including ownership, common surplus, and the proportionate share of common expenses to be paid by each Unit, as set forth in Section 9 herein. Such percentages shall pertain to the prior condominium Property as well as the Future Phases property then annexed and added to **BEERLINE RIVER**

HOMES CONDOMINIUM. Each Unit, including units in any expansion, shall be entitled to one (1) vote in the Association per Unit.

22.3 Amendments to Declaration. Any such expansion, or series of expansions, shall be accomplished by Declarant in each case through the filing and recording in the office of the Register of Deeds for Milwaukee County, Wisconsin, of (i) an amendment to this Declaration which shall set forth among other things the legal description of the properties being annexed and added to **BEERLINE RIVER HOMES CONDOMINIUM**, and the new percentage interests and voting rights of the Unit owners, and (ii) an addendum to the Condominium Plat which shall include details and information concerning the annexed property as required in the original Condominium Plat, and which amendments and addenda shall otherwise be in compliance with the requirements of the Act. Such amendments and addenda shall be effective as of the date of recording. Such amendments need not be signed by any person or entity other than the Declarant herein, or its successors or assigns. A copy of any amendments or addenda shall be mailed or personally delivered to each Unit owner at his or her address on file with the Association. Except as may be required by applicable law and ordinances, there shall be no limitation on the order in which portions of the Future Phases property may be annexed to **BEERLINE RIVER HOMES CONDOMINIUM**, or the determination of the boundaries of such future phases and annexed parcels.

22.4 Existing Mortgages. Upon the effective date of any expansion, the interest of any mortgagee of a Unit shall attach to the new percentage interest in the Common Elements appurtenant to the mortgaged Unit.

22.5 Failure to Annex or Expand. No portion or portions of the Future Phases property shall be subject to any of the provisions of **BEERLINE RIVER HOMES CONDOMINIUM** instruments unless and until an amendment to the Declaration is recorded by Declarant annexing such portion or portions to **BEERLINE RIVER HOMES CONDOMINIUM**. Nothing contained in this Section 22 shall be deemed to place any obligation on the Declarant, its successors or assigns, with respect to accomplishment of any annexation of the Future Phases property, or expansion of **BEERLINE RIVER HOMES CONDOMINIUM**, nor shall anything contained herein be deemed to grant or create a right in Unit owners under this Declaration with respect to such annexation or expansion.

22.6 Easements. Declarant expressly declares, reserves and excepts access, development, construction and utility easements across the lands subject to this Declaration including property hereafter annexed to **BEERLINE RIVER HOMES CONDOMINIUM** for the benefit of, and as necessary in connection with, the development and use of the Future Phases property. Included in this reservation are easements for purposes of access and rights-of-ways across Phase 1 and property hereafter annexed to **BEERLINE RIVER HOMES CONDOMINIUM** for the benefit of Future Phases property and other property adjoining the Future Phases property owned by Declarant, and as may be necessary in connection with development, construction, sale and use of Future Phases property and other property adjoining the Future Phases property, which easements shall be effective whether or not the said Future Phases property or any part thereof is ultimately annexed to **BEERLINE RIVER HOMES CONDOMINIUM**. Each Unit owner, by acceptance of any deed to any Unit hereunder, shall be deemed to grant to the Declarant, its successors or assigns, an

irrevocable Power of Attorney, coupled with an interest, to execute and record all documents and legal instruments necessary to implement the provisions and intent of this paragraph. The easements here reserved shall be continuing covenants running with the land subject hereto, and shall become effective upon the first conveyance of all or any part of the Property described in Section 4 above by Declarant, provided such conveyance is pursuant and subject to the Act.

23. NOTICES.

All notices and other documents required to be given by this Declaration or the By-Laws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the Agent specified for receipt of process herein. All Unit owners shall provide the Secretary of the Association with an address for the mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

24. RESIDENT AGENT.

The Resident Agent for the Condominium shall be Lawdock, Inc., 411 East Wisconsin Avenue, Suite 2040, Milwaukee, Wisconsin 53202-4497, or such other person or entity as may be designated from time to time by the Board of Directors of the Association, which designation shall be filed with the Secretary of State of the State of Wisconsin. A designation of a Resident Agent in replacement of said Agent shall be filed by the Association within thirty (30) days after the date Declarant has sold all Units in the Condominium, or at such earlier time as may be requested by said Agent. The Association may designate successors to the Resident Agent by affirmative vote of the Unit owners with a majority of the votes present or represented by proxy at a meeting of the Association at which a quorum is in attendance.

25. MORTGAGEE RIGHTS.

25.1 The holder, insurer or guarantor of any first mortgage or land contract upon a Unit in **BEERLINE RIVER HOMES CONDOMINIUM** ("Mortgagee"), upon the submission of a request to the Association in writing delivered to the Resident Agent (an "Eligible Mortgagee"), shall be entitled to receive written notice from the Association of the following matters:

25.1.1 Any condemnation or casualty loss that affects either a material portion of **BEERLINE RIVER HOMES CONDOMINIUM** or the Unit securing its mortgage;

25.1.2 Any sixty (60) day delinquency in the payment of assessments owed by the owner of the Unit on which it holds a mortgage or any breach of the provisions of any instrument or rule governing **BEERLINE RIVER HOMES CONDOMINIUM** which is not cured by such owner within sixty (60) days of such owner's receipt of notice of such breach;

25.1.3 A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

25.1.4 Any proposed action that requires the consent of a specified percentage of Eligible Mortgagees as specified below or in Article 21 hereof.

25.2 Except as provided by the Act, in the case of condemnation or substantial damage to or destruction of all or any part of the Property, the Association shall not, unless two-thirds (2/3) of the Eligible Mortgagees (based on one vote for each mortgage owned) have given their prior written consent:

25.2.1 Change the undivided percentage interest in the Common Elements of **BEERLINE RIVER HOMES CONDOMINIUM** appurtenant to any Unit, or the manner of making assessments for common expenses or the allocation of the distribution of insurance proceeds or condemnation awards based upon such percentage, except as may be permitted under Section 22 herein in the case of expansion of **BEERLINE RIVER HOMES CONDOMINIUM**;

25.2.2 Partition or subdivide any Unit or Common Elements of **BEERLINE RIVER HOMES CONDOMINIUM**; or

25.2.3 By act or omission seek to abandon or terminate **BEERLINE RIVER HOMES CONDOMINIUM** or encumber, sell, transfer or convey any part of the Common Elements of **BEERLINE RIVER HOMES CONDOMINIUM**.

25.2.4 Use hazard insurance proceeds for losses to any Units or Common Elements for other than the repair, replacement or reconstruction of such Units or Common Elements.

25.3 The termination of the legal status of **BEERLINE RIVER HOMES CONDOMINIUM** or removal of the Property from the provisions of the Act, for reasons other than substantial destruction or condemnation, shall not be effective unless agreed to by Eligible Mortgagees that represent at least 67% of the mortgaged Units, provided that such agreement may be deemed given in the event any Eligible Mortgagee fails to submit a response to any written proposal for an amendment within thirty (30) days after it receives notice of the proposal, provided the notice was delivered by certified or registered mail with return receipt requested.

25.4 To be entitled to receive notification as provided for herein and become an Eligible Mortgagee, an Eligible Mortgagee must send a written request to the Resident Agent of Association, stating its name, address and the Unit number or address on which it has a mortgage, insurance policy or guaranty.

25.5 A Mortgagee having a first mortgage and acquiring title to a Unit pursuant to remedies provided in its mortgage or by a deed in lieu of foreclosure following an owner's default under the mortgage shall not be liable for such Unit's unpaid assessments accruing prior to the Mortgagee's acquisition of title to the Unit.

26. NUMBER AND GENDER.

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

27. CAPTIONS.

The captions and section headings herein are inserted only as matters of convenience and for reference, and in no way define nor limit the scope or intent of the various provisions hereof.

28. SEVERABILITY AND ASSIGNMENT.

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portion of said provision or of any other provision hereof. Declarant may freely assign any and all rights provided to Declarant herein.

IN WITNESS WHEREOF, the said River Homes Partners, LLC, a Wisconsin limited liability company, Declarant, has caused this document to be executed at Milwaukee, Wisconsin as of the date first set forth above.

RIVER HOMES PARTNERS, LLC, a
Wisconsin limited liability company

By: Legacy Real Estate Partners,
LLC, its manager

By: _____
Rod Engel, Authorized Member

AUTHENTICATION

Signature of Rod Engel as authorized member of Legacy Real Estate Partners, LLC, manager of River Homes Partners, LLC authenticated this ____ day of _____, 2000.

Scott L. Langlois
Title: Member, State Bar of Wisconsin

This instrument was drafted by:

Scott L. Langlois
Quarles & Brady LLP
411 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

**FIRST AMENDMENT TO
CONDOMINIUM DECLARATION
OF
BEERLINE RIVER HOMES CONDOMINIUM**

THIS FIRST AMENDMENT TO CONDOMINIUM DECLARATION of Beerline River Homes Condominium (this "First Amendment") is made this 15th day of April, 2002, by **River Homes Partners, LLC**, a Wisconsin limited liability company (hereinafter "Declarant"), pursuant to the Condominium Declaration for **BEERLINE RIVER HOMES CONDOMINIUM** recorded on July 19, 2001, on Reel 5118, Images 1524 through 1561, inclusive, as Document No. 8102994, in the Office of the Register of Deeds for Milwaukee County, Wisconsin, the "Declaration") and pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter the "Act").

Recording Area

Name and Return Address

SCOTT L. LANGLOIS
QUARLES & BRADY LLP
411 EAST WISCONSIN AVENUE
MILWAUKEE, WI 53202

Parcel Identification Number (PIN)

WHEREAS, Declarant desires to amend the Declaration to expand BEERLINE RIVER HOMES CONDOMINIUM by adding additional units and otherwise as provided below;

NOW, THEREFORE, for and in consideration of the premises, it is hereby agreed that the Declaration is hereby amended as follows:

1. Purpose of this First Amendment.

The purpose of this First Amendment is to expand the condominium by adding Phase 2 and submitting the land hereinafter described and the improvements constructed or to be constructed thereon to the condominium form of ownership as a part of BEERLINE RIVER HOMES CONDOMINIUM in the manner provided by the Act and the Declaration.

2. Statement of Declaration.

Declarant hereby declares that it is the owner of the real property described in Section 3 hereof and shown on Sheet 1 of the First Addendum to Condominium Plat for Beerline River Homes Condominium attached hereto, together with all buildings and improvements constructed or to be constructed thereon (the "Property"), which are hereby submitted to the condominium form of ownership as a part of BEERLINE RIVER HOMES CONDOMINIUM as provided in the Declaration, and which Property shall be held, conveyed, devised, leased, encumbered, used, improved, and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of the Declaration of BEERLINE RIVER HOMES CONDOMINIUM. All provisions hereof and of the Declaration shall be deemed to run with the land described and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

3. Legal Description.

The real estate described hereinafter and described on the First Addendum to Condominium Plat for Beerline River Homes Condominium attached hereto, together with all buildings and improvements constructed or to be constructed thereon, are hereby annexed to BEERLINE RIVER HOMES CONDOMINIUM and are subjected to the provisions of the Declaration. The real estate subjected to the provisions of the Declaration hereby is described as follows:

That part of Parcel 1 of Certified Survey Map No. 6832, being a division of Lots 33 through 58, inclusive, of Plat of Lots 2 and 3 and accrued lands in the Northeast 1/4, the Southeast 1/4, and the Southwest 1/4 of the Northwest 1/4 of Section 21, Town 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of said 1/4 section; thence South 00°18'59" East along the East line of said 1/4 section 852.82 feet to a point on the Easterly extension of the Southerly line of North Commerce Street; thence South 84°17'38" West along said Southerly line and its extension 183.76 feet to a point; thence South 72°51'37" West along said Southerly line 342.42 feet to a point in the North line of said Parcel 1 and the point of beginning of lands to be described; thence South 03°39'29" East 136.52 feet to a point; thence South 82°10'26" West 10.59 feet to a point; thence South 78°29'52" West 87.57 feet to a point; thence South 71°50'17" West 140.87 feet to a point; thence South 63°49'55" West 66.34 feet to a point in the Easterly line of North Fratney Street; thence North 27°19'24" West along said Easterly line 112.29 feet to a point on the Southerly line of North Commerce Street; thence North 62°40'36" East along said Southerly line 99.91 feet to a point; thence North 68°44'37" East along said Southerly line 100.00 feet to a point; thence North 72°51'37" East along said Southerly line 157.58 feet to the point of beginning.

The buildings and units constructed or to be constructed on the real estate shall be described in the building and floor plans which are a part of the First Addendum to Condominium Plat for Beerline River Homes Condominium attached hereto for BEERLINE RIVER HOMES CONDOMINIUM, depicting the layout, location, perimeters and approximate dimensions of the buildings and units.

4. Effect of First Amendment.

By this First Amendment to the Declaration, twenty-two (22) condominium units are annexed and added to BEERLINE RIVER HOMES CONDOMINIUM and subjected to the Declaration. All of the provisions, restrictions, covenants, terms and conditions of the Declaration and the Articles and By-Laws of Beerline River Homes Condominium Association, Ltd. (the "Association"), and such restrictions, rules and regulations as may be promulgated thereunder shall be applicable to the Property and units hereby annexed to BEERLINE RIVER HOMES CONDOMINIUM.

By reason of this First Amendment and the annexation of twenty-two (22) additional condominium units to BEERLINE RIVER HOMES CONDOMINIUM, as of the effective date hereof, the original Declaration is amended in the following respects:

4.1 Number. There are a total of forty-two (42) residential condominium units in BEERLINE RIVER HOMES CONDOMINIUM.

4.2 Percentage of Interest. The percentage of the undivided ownership interest in the common elements and facilities and limited common elements appurtenant to each unit and its owner for all purposes including proportionate payment of common expenses, but excluding voting, shall be as follows:

<u>Unit Number</u>	<u>Unit Style</u>	<u>Unit Percentage</u>
1	E	2.6468%
2	D	1.6121%
3	G	1.8180%
4	D	1.6121%
5	C	3.1629%
6	A	3.1151%
7	B	2.7424%
8	B	2.7424%
9	B	2.7424%
10	B	2.7424%
11	A	3.1151%
12	C	3.1629%
13	D	1.6121%
14	H	1.9357%
15	D	1.6121%

16	E	2.6468%
17	F	2.4138%
18	D	1.6121%
19	D	1.6121%
20	F	2.4138%
21	E	2.6468%
22	D	1.6121%
23	D	1.6121%
24	C	3.1629%
25	A	3.1151%
26	B	2.7424%
27	B	2.7424%
28	B	2.7424%
29	A	3.1151%
30	A	3.1151%
31	B	2.7424%
32	B	2.7424%
33	B	2.7424%
34	A	3.1151%
35	F	2.4138%
36	D	1.6121%
37	D	1.6121%
38	J	1.8511%
39	J	1.8511%
40	D	1.6121%
41	D	1.6121%
42	F	2.4138%

4.3 Voting. There are forty-two (42) votes in the Association. Each unit shall be entitled to one (1) vote at meetings of the Association, pursuant to the terms of the Declaration and By-Laws of the Association.

5. Amendment of Condominium Plat.

The Condominium Plat for BEERLINE RIVER HOMES CONDOMINIUM is hereby amended by adding the First Addendum to Condominium Plat for Beerline River Homes Condominium, Sheets 1-20 thereto, in the form attached hereto and filed herewith in the Condominium Plat records of Milwaukee County.

6. Easements.

Declarant expressly declares, reserves and excepts access, development, construction and utility easements across the lands subject to this First Amendment for the benefit of, and as necessary in connection with, the development and use of the real estate depicted as the Future Expansion Lands on the First Addendum to Condominium Plat for Beerline River Homes Condominium attached hereto (hereinafter called the "Future

Expansion Lands") and any other lands adjoining the Future Expansion Lands owned or hereafter owned by the Declarant or any of its respective successors and assigns. Included in this reservation are easements for purposes of access and rights-of-way across the property described in Section 3 herein for the benefit of the Future Expansion Lands and the adjacent lands, and as may be necessary in connection with development, construction, and sale of the Future Expansion Lands and the adjacent lands, which easements shall be effective whether or not the said Future Expansion Lands or any part thereof is ultimately annexed to BEERLINE RIVER HOMES CONDOMINIUM. Each unit owner, by acceptance of any deed to any unit hereunder, shall be deemed to grant to the Declarant, its successors or assigns, an irrevocable Power of Attorney, coupled with an interest, to execute and record all documents and legal instruments necessary to implement the provisions and intent of this Section 6. The easements hereby reserved shall be continuing covenants running with the land subject hereto, and shall become effective upon the first conveyance of all or any part of the condominium property described in Section 3 above by Declarant, provided such conveyance is pursuant and subject to the Act.

7. Effective Date.

The effective date of this First Amendment shall be the date it is recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

8. Miscellaneous.

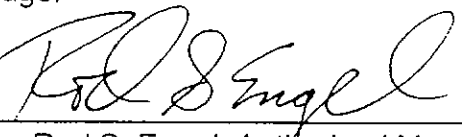
All terms not specifically defined herein shall have the same meanings as provided in the Declaration. Except as modified by this First Amendment, the Declaration remains in full force and effect and is hereby ratified and approved for all purposes.

IN WITNESS WHEREOF, this First Amendment has been executed by a duly authorized officer of Declarant, as of the date first set forth above.

DECLARANT:

RIVER HOMES PARTNERS, LLC, a Wisconsin limited liability company

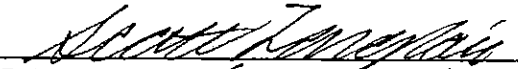
By: Legacy Real Estate Partners, LLC, a Wisconsin limited liability company, its manager

By: 
Rod S. Engel, Authorized Member

NOTARIZATION

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 26th day of March, 2002, the above-named Rod S. Engel, member of Legacy Real Estate Partners, LLC, a Wisconsin limited liability company, manager of River Homes Partners, LLC, a Wisconsin limited liability company, who acknowledges that he executed the foregoing instrument on behalf of said limited liability company and by its authority, for the purposes set forth therein.


Printed Name: SCOTT Langlois
Notary Public, Milwaukee County
State of Wisconsin
My Commission: 12 permanent

**This Instrument was Drafted by and
after Recording Return to:**

Scott L. Langlois, Esq.
Quarles & Brady LLP
411 East Wisconsin Avenue
Milwaukee, WI 53202

**SECOND AMENDMENT TO
CONDOMINIUM DECLARATION OF
BEERLINE RIVER HOMES CONDOMINIUM**

THIS SECOND AMENDMENT TO CONDOMINIUM DECLARATION of Beerline River Homes Condominium (this "Second Amendment") is made this _____ day of _____, 2003, by River Homes Partners, LLC, a Wisconsin limited liability company (hereinafter "Declarant"), pursuant to the Condominium Declaration for BEERLINE RIVER HOMES CONDOMINIUM recorded on July 19, 2001, on Reel 5118, Images 1524 through 1561, inclusive, as Document No. 8102994, in the Office of the Register of Deeds for Milwaukee County, Wisconsin, as amended by that certain First Amendment to Condominium Declaration of Beerline River Homes Condominium recorded on April 29, 2002, on Reel 5316, Images 1454 through 1479, inclusive, as Document No. 8271952, in the Office of the Register of Deeds of Milwaukee County, Wisconsin (the "Declaration") and pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter the "Act").

Recording Area

Name and Return Address

Scott L. Langlois, Esq.
Quarles & Brady LLP
411 East Wisconsin Avenue
Milwaukee, WI 53202

Parcel Identification Number (PIN)

WHEREAS, Declarant desires to amend the Declaration to expand BEERLINE RIVER HOMES CONDOMINIUM by adding additional units and otherwise as provided below;

NOW, THEREFORE, for and in consideration of the premises, it is hereby agreed that the Declaration is hereby amended as follows:

1. Purpose of this Second Amendment.

The purpose of this Second Amendment is to expand the condominium by adding Phase 3 and submitting the land hereinafter described and the improvements constructed or to be constructed thereon to the condominium form of ownership as a part of BEERLINE RIVER HOMES CONDOMINIUM in the manner provided by the Act and the Declaration.

2. Statement of Declaration.

Declarant hereby declares that it is the owner of the real property described in Section 3 hereof and shown on Sheet 1 of the Second Addendum to Condominium Plat for Beerline River Homes Condominium attached hereto, together with all buildings and improvements constructed or to be constructed thereon (the "Property"), which are hereby submitted to the condominium form of ownership as a part of BEERLINE RIVER HOMES CONDOMINIUM as provided in the Declaration, and which Property shall be held, conveyed, devised, leased, encumbered, used, improved, and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of the Declaration of BEERLINE RIVER HOMES CONDOMINIUM. All provisions hereof and of the Declaration shall be deemed to run with the land described and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

3. Legal Description.

The real estate described hereinafter and described on the Second Addendum to Condominium Plat for Beerline River Homes Condominium attached hereto, together with all buildings and improvements constructed or to be constructed thereon, are hereby annexed to BEERLINE RIVER HOMES CONDOMINIUM and are subjected to the provisions of the Declaration. The real estate subjected to the provisions of the Declaration hereby is described as follows:

That part of Parcel 1 of Certified Survey Map No. 6832, being a division of Lots 33 through 58, inclusive, of Plat of Lots 2 and 3 and accrued lands in the Northeast 1/4, the Southeast 1/4, and the Southwest 1/4 of the Northwest 1/4 of Section 21, Town 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of said 1/4 Section; thence South 00°18'59" East along the East line of said 1/4 Section 852.82 feet to a point on the Easterly extension of the Southerly line of North Commerce Street; thence South 84°17'38" West along said Southerly line and its extension 183.76 feet to a point; thence South 72°51'37" West along said Southerly line 206.41 feet to Northeast corner of said Parcel 1 and the point of beginning of lands to be described; thence South 0°18'59" East 159.54 feet to a point; thence South 82°10'26" West 123.28 feet to a point; thence North 03°39'29" West 136.52 to a point in the North line of said Parcel 1; thence North 72°51'37" East along said North line 136.01 feet to the point of beginning.

The buildings and units constructed or to be constructed on the real estate shall be described in the building and floor plans which are a part of the Second Addendum to Condominium Plat for Beerline River Homes Condominium attached hereto for BEERLINE RIVER HOMES CONDOMINIUM, depicting the layout, location, perimeters and approximate dimensions of the buildings and units.

4. Effect of Second Amendment.

By this Second Amendment to the Declaration, twenty-four (24) condominium units are annexed and added to BEERLINE RIVER HOMES CONDOMINIUM and subjected to the Declaration. All of the provisions, restrictions, covenants, terms and conditions of the Declaration and the Articles and By-Laws of Beerline River Homes Condominium Association, Ltd. (the "Association"), and such restrictions, rules and regulations as may be promulgated thereunder shall be applicable to the Property and units hereby annexed to BEERLINE RIVER HOMES CONDOMINIUM.

By reason of this Second Amendment and the annexation of twenty-four (24) additional condominium units to BEERLINE RIVER HOMES CONDOMINIUM, as of the effective date hereof, the original Declaration is amended in the following respects:

4.1 Number. There are a total of sixty-six (66) residential condominium units in BEERLINE RIVER HOMES CONDOMINIUM.

4.2 Percentage of Interest. The percentage of the undivided ownership interest in the common elements and facilities and limited common elements appurtenant to each unit and its owner for all purposes including proportionate payment of common expenses, but excluding voting, shall be as follows:

<u>Unit Number</u>	<u>Unit Percentage</u>
1	1.81523%
2	1.10562%
3	1.24687%
4	1.10562%
5	2.16919%
6	2.13641%
7	1.88081%
8	1.88081%
9	1.88081%
10	1.88081%
11	2.13641%
12	2.16919%
13	1.10562%
14	1.32758%
15	1.10562%
16	1.81523%
17	1.65548%
18	1.10562%
19	1.10562%
20	1.65548%
21	1.81523%
22	1.10562%
23	1.10562%

<u>Unit Number</u>	<u>Unit Percentage</u>
24	2.16919%
25	2.13641%
26	1.88081%
27	1.88081%
28	1.88081%
29	2.13641%
30	2.13641%
31	1.88081%
32	1.88081%
33	1.88081%
34	2.13641%
35	1.65548%
36	1.10562%
37	1.10562%
38	1.26957%
39	1.26957%
40	1.10562%
41	1.10562%
42	1.65548%
101	1.42932%
102	1.45706%
103	1.03247%
104	1.27882%
105	1.27882%
106	1.26284%
107	1.35533%
201	1.42932%
202	1.45706%
203	1.08376%
206	1.26284%
207	1.35533%
301	1.42932%
302	1.45706%
303	1.08376%
306	1.26284%
307	1.35533%
401	1.42932%
402	1.45706%
403	1.08376%
404	1.27882%
405	1.27882%
406	1.26284%
407	1.35533%

4.3 Voting. There are sixty-six (66) votes in the Association. Each unit shall be entitled to one (1) vote at meetings of the Association, pursuant to the terms of the Declaration and By-Laws of the Association.

5. Amendment of Condominium Plat.

The Condominium Plat for BEERLINE RIVER HOMES CONDOMINIUM is hereby amended by adding the Second Addendum to Condominium Plat for Beerline River Homes Condominium, Sheets 1-7 thereto, in the form attached hereto and filed herewith in the Condominium Plat records of Milwaukee County.

6. Easements.

Declarant expressly declares, reserves and excepts access, development, construction and utility easements across the lands subject to this Second Amendment for the benefit of, and as necessary in connection with, the development and use of the real estate depicted as the Future Expansion Lands on the Second Addendum to Condominium Plat for Beerline River Homes Condominium attached hereto (hereinafter called the "Future Expansion Lands") and any other lands adjoining the Future Expansion Lands owned or hereafter owned by the Declarant or any of its respective successors and assigns. Included in this reservation are easements for purposes of access and rights-of-way across the property described in Section 3 herein for the benefit of the Future Expansion Lands and the adjacent lands, and as may be necessary in connection with development, construction, and sale of the Future Expansion Lands and the adjacent lands, which easements shall be effective whether or not the said Future Expansion Lands or any part thereof is ultimately annexed to BEERLINE RIVER HOMES CONDOMINIUM. Each unit owner, by acceptance of any deed to any unit hereunder, shall be deemed to grant to the Declarant, its successors or assigns, an irrevocable Power of Attorney, coupled with an interest, to execute and record all documents and legal instruments necessary to implement the provisions and intent of this Section 6. The easements hereby reserved shall be continuing covenants running with the land subject hereto, and shall become effective upon the first conveyance of all or any part of the condominium property described in Section 3 above by Declarant, provided such conveyance is pursuant and subject to the Act.

7. Effective Date.

The effective date of this Second Amendment shall be the date it is recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

8. Miscellaneous.

All terms not specifically defined herein shall have the same meanings as provided in the Declaration. Except as modified by this Second Amendment, the Declaration remains in full force and effect and is hereby ratified and approved for all purposes.

IN WITNESS WHEREOF, this Second Amendment has been executed by a duly authorized officer of Declarant, as of the date first set forth above.

DECLARANT:

RIVER HOMES PARTNERS, LLC, a
Wisconsin limited liability company

By: Legacy Real Estate Partners, LLC,
a Wisconsin limited liability company,
its manager

By: _____
Rod S. Engel, Authorized Member

NOTARIZATION

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

Personally came before me this _____ day of _____, 2003, the above-named Rod S. Engel, member of Legacy Real Estate Partners, LLC, a Wisconsin limited liability company, manager of River Homes Partners, LLC, a Wisconsin limited liability company, who acknowledges that he executed the foregoing instrument on behalf of said limited liability company and by its authority, for the purposes set forth therein.

Printed Name: _____
Notary Public, _____ County
State of Wisconsin
My Commission: _____

This Instrument was Drafted by and
after Recording Return to:

Scott L. Langlois, Esq.
Quarles & Brady LLP
411 East Wisconsin Avenue
Milwaukee, WI 53202

**THIRD AMENDMENT TO
CONDOMINIUM DECLARATION OF
BEERLINE RIVER HOMES
CONDOMINIUM**

**THIS THIRD AMENDMENT TO
CONDOMINIUM DECLARATION** of BEERLINE
RIVER HOMES CONDOMINIUM (this
"Amendment") is made this 27th day of
September, 2004, by River Homes Partners,
LLC, a Wisconsin limited liability company
(hereinafter "Declarant"), pursuant to the
Condominium Declaration for BEERLINE RIVER
HOMES CONDOMINIUM, recorded on July 19,
2001, on Reel 5118, Images 1524 through 1561,
inclusive, as Document No. 8102994, in the
Office of the Register of Deeds for Milwaukee
County, Wisconsin, as amended by that certain
First Amendment to Condominium Declaration of
Beerline River Homes Condominium recorded
on April 29, 2002, on Reel 5316, Images 1454
through 1479, inclusive, as Document No. 8271952, in the Office of the Register of
Deeds of Milwaukee County, Wisconsin, as amended by that certain Second
Amendment to Condominium Declaration of Beerline River Homes Condominium
recorded on July 1, 2004, as Document No. 8814414, in the Office of the Register of
Deeds of Milwaukee County, Wisconsin (the "Declaration") and pursuant to the
Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin
Statutes (hereinafter the "Act").

Recording Area

Name and Return Address

SCOTT L. LANGLOIS, ESQ.
QUARLES & BRADY LLP
411 EAST WISCONSIN AVENUE
MILWAUKEE, WI 53202

Parcel Identification Number (PIN)

WHEREAS, Declarant desires to amend the Declaration to expand BEERLINE
RIVER HOMES CONDOMINIUM by adding additional real property as provided below
and to otherwise amend the Declaration as provided herein;

NOW, THEREFORE, for and in consideration of the premises, it is hereby
agreed that the Declaration is hereby amended as follows:

1. **Statement of Declaration.**

The purpose of this Amendment is to expand the condominium by adding and
submitting the land hereinafter described and the improvements constructed or to be
constructed thereon to the condominium form of ownership as a part of BEERLINE

RIVER HOMES CONDOMINIUM in the manner provided by the Act and the Declaration.

Declarant hereby declares that it is the owner of the real property described in Section 2 hereof and shown on Sheet 1 of the First Addendum to Condominium Plat of BEERLINE RIVER HOMES CONDOMINIUM (the "Condominium Plat Addendum") attached hereto, together with all improvements constructed or to be constructed thereon (the "Property"), which are hereby submitted to the condominium form of ownership as a part of BEERLINE RIVER HOMES CONDOMINIUM as provided in the Declaration, and which Property shall be held, conveyed, devised, leased, encumbered, used, improved, and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of the Declaration of BEERLINE RIVER HOMES CONDOMINIUM. All provisions hereof and of the Declaration shall be deemed to run with the land described and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

2. Legal Description.

The real estate described hereinafter and described in the Condominium Plat Addendum attached hereto, together with all improvements constructed or to be constructed thereon, are hereby annexed to BEERLINE RIVER HOMES CONDOMINIUM and are subjected to the provisions of the Declaration. The real estate subjected to the provisions of the Declaration hereby is described as follows:

That part of Parcel 3 Certified Survey Map No. 6832 in the Northeast 1/4, the Southeast 1/4 and the Southwest 1/4 of the Northwest 1/4 of Section 21, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows, commencing at the northeasterly corner of said Parcel 3; thence South 38°03'22" East along the westerly line North Pierce Street 132.17 feet and the point of beginning of the lands to be described; thence continuing South 38°03'22" East along said west line 15.01 feet to a point on the southerly line of said Parcel 3 and the established dock line of the Milwaukee River; thence South 49°53'19" West along said southerly line 283.18 feet to a point on the easterly line of North Booth Street; thence North 43°08'23" West along said easterly line 15.02 feet to a point; thence North 49°53'19" East 284.51 feet to the point of beginning.

Also that part of Parcel 1 Certified Survey Map No. 6832, in the Northeast 1/4, the Southeast 1/4 and the Southwest 1/4 of the Northwest 1/4 of Section 21, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows, commencing at the southeast corner of said Parcel 1 and the established dock line of the Milwaukee River, said point also the point of beginning of the lands to be described; thence South 82°10'26" West along said south line 131.42 feet to a point; thence South 78°29'52" West along said

southerly line 86.22 feet; thence South 71°50'17" West along said southerly line 138.95 feet to a point; thence South 63°49'55" West along said southerly line 64.99 feet to a point in the easterly line of North Fratney Street; thence North 27°19'24" West along said easterly line 15.00 feet to a point; thence North 63°49'55" East 66.34 feet to a point; thence North 71°50'17" East 140.87 feet to a point; thence North 78°29'52" East 87.57 feet to a point; thence North 82°10'26" East 133.88 feet to a point; thence South 00°18'59" East 15.13 feet to the point of beginning.

3. Effect of Amendment.

By this Amendment to the Declaration, common elements, but no additional condominium units, are annexed and added to BEERLINE RIVER HOMES CONDOMINIUM and subjected to the Declaration. All of the provisions, restrictions, covenants, terms and conditions of the Declaration and the Articles and By-Laws of Beerline River Homes Condominium Association, Ltd. (the "Association"), and such restrictions, rules and regulations as may be promulgated thereunder shall be applicable to the real estate hereby annexed to BEERLINE RIVER HOMES CONDOMINIUM.

4. Amendment of Condominium Plat.

The Condominium Plat for BEERLINE RIVER HOMES CONDOMINIUM is hereby amended by adding the Third Addendum to BEERLINE RIVER HOMES CONDOMINIUM, consisting of six (6) sheets, in the form attached hereto and filed herewith in the Condominium Plat records of Milwaukee County.

5. Effective Date.

The effective date of this Amendment shall be the date it is recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

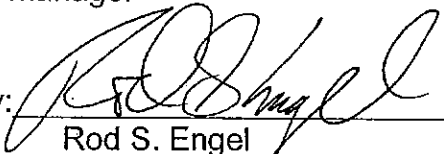
6. Miscellaneous.

All terms not specifically defined herein shall have the same meanings as provided in the Declaration. Except as modified by this Amendment, the Declaration remains in full force and effect and is hereby ratified and approved for all purposes.

IN WITNESS WHEREOF, this document has been executed by a duly authorized officer of Declarant, as of the date first set forth above.

RIVER HOMES PARTNERS, LLC,
a Wisconsin limited liability company

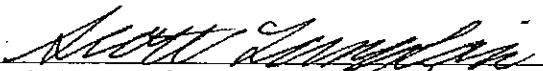
By: Legacy Real Estate Partners, LLC, a
Wisconsin limited liability company,
its manager

By: 
Rod S. Engel
Authorized Member

NOTARIZATION

STATE OF WISCONSIN)
) ss.
~~MILWAUKEE~~ COUNTY)

Personally came before me this 27th day of September, 2004, the above-named Rod S. Engel, member of Legacy Real Estate Partners, LLC, a Wisconsin limited liability company, manager of River Homes Partners, LLC, a Wisconsin limited liability company, who acknowledges that he executed the foregoing instrument on behalf of said limited liability company and by its authority, for the purposes set forth therein.


Printed Name: Scott L. Langlois
Notary Public, Milwaukee County
State of Wisconsin
My Commission: is permanent

This Instrument was Drafted by and
after Recording Return to:

Scott L. Langlois, Esq.
Quarles & Brady LLP
411 East Wisconsin Avenue
Milwaukee, WI 53202

Document Number

FIRST AMENDMENT TO CONDOMINIUM
DECLARATION OF BEERLINE RIVER HOMES
CONDOMINIUM
Document Title

8271952

REGISTER'S OFFICE 1 SS
Milwaukee County, WI

RECORDED AT 11:12 AM

04-29-2002

WALTER R. BARCZAK
REGISTER OF DEEDS

AMOUNT 61.00

**FIRST AMENDMENT TO
CONDOMINIUM DECLARATION
OF
BEERLINE RIVER HOMES CONDOMINIUM**

THIS FIRST AMENDMENT TO CONDOMINIUM DECLARATION of Beerline River Homes Condominium (this "First Amendment") is made this 15th day of April, 2002, by **River Homes Partners, LLC**, a Wisconsin limited liability company (hereinafter "Declarant"), pursuant to the Condominium Declaration for **BEERLINE RIVER HOMES CONDOMINIUM** recorded on July 19, 2001, on Reel 5118, Images 1524 through 1561, inclusive, as Document No. 8102994, in the Office of the Register of Deeds for Milwaukee County, Wisconsin, the "Declaration") and pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter the "Act").

Recording Area

Name and Return Address

SCOTT L. LANGLOIS *Box*
QUARLES & BRADY LLP *218*
411 EAST WISCONSIN AVENUE
MILWAUKEE, WI 53202

Parcel Identification Number (PIN)

WHEREAS, Declarant desires to amend the Declaration to expand BEERLINE RIVER HOMES CONDOMINIUM by adding additional units and otherwise as provided below;

NOW, THEREFORE, for and in consideration of the premises, it is hereby agreed that the Declaration is hereby amended as follows:

1. Purpose of this First Amendment.

The purpose of this First Amendment is to expand the condominium by adding Phase 2 and submitting the land hereinafter described and the improvements constructed or to be constructed thereon to the condominium form of ownership as a part of BEERLINE RIVER HOMES CONDOMINIUM in the manner provided by the Act and the Declaration.

REEL 5316

IMAGE 1454

26

2. Statement of Declaration.

Declarant hereby declares that it is the owner of the real property described in Section 3 hereof and shown on Sheet 1 of the First Addendum to Condominium Plat for Beerline River Homes Condominium attached hereto, together with all buildings and improvements constructed or to be constructed thereon (the "Property"), which are hereby submitted to the condominium form of ownership as a part of BEERLINE RIVER HOMES CONDOMINIUM as provided in the Declaration, and which Property shall be held, conveyed, devised, leased, encumbered, used, improved, and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of the Declaration of BEERLINE RIVER HOMES CONDOMINIUM. All provisions hereof and of the Declaration shall be deemed to run with the land described and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

3. Legal Description.

The real estate described hereinafter and described on the First Addendum to Condominium Plat for Beerline River Homes Condominium attached hereto, together with all buildings and improvements constructed or to be constructed thereon, are hereby annexed to BEERLINE RIVER HOMES CONDOMINIUM and are subjected to the provisions of the Declaration. The real estate subjected to the provisions of the Declaration hereby is described as follows:

That part of Parcel 1 of Certified Survey Map No. 6832, being a division of Lots 33 through 58, inclusive, of Plat of Lots 2 and 3 and accrued lands in the Northeast 1/4, the Southeast 1/4, and the Southwest 1/4 of the Northwest 1/4 of Section 21, Town 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of said 1/4 section; thence South 00°18'59" East along the East line of said 1/4 section 852.82 feet to a point on the Easterly extension of the Southerly line of North Commerce Street; thence South 84°17'38" West along said Southerly line and its extension 183.76 feet to a point; thence South 72°51'37" West along said Southerly line 342.42 feet to a point in the North line of said Parcel 1 and the point of beginning of lands to be described; thence South 03°39'29" East 136.52 feet to a point; thence South 82°10'26" West 10.59 feet to a point; thence South 78°29'52" West 87.57 feet to a point; thence South 71°50'17" West 140.87 feet to a point; thence South 63°49'55" West 66.34 feet to a point in the Easterly line of North Fratney Street; thence North 27°19'24" West along said Easterly line 112.29 feet to a point on the Southerly line of North Commerce Street; thence North 62°40'36" East along said Southerly line 99.91 feet to a point; thence North 68°44'37" East along said Southerly line 100.00 feet to a point; thence North 72°51'37" East along said Southerly line 157.58 feet to the point of beginning.

The buildings and units constructed or to be constructed on the real estate shall be described in the building and floor plans which are a part of the First Addendum to Condominium Plat for Beerline River Homes Condominium attached hereto for BEERLINE RIVER HOMES CONDOMINIUM, depicting the layout, location, perimeters and approximate dimensions of the buildings and units.

4. Effect of First Amendment.

By this First Amendment to the Declaration, twenty-two (22) condominium units are annexed and added to BEERLINE RIVER HOMES CONDOMINIUM and subjected to the Declaration. All of the provisions, restrictions, covenants, terms and conditions of the Declaration and the Articles and By-Laws of Beerline River Homes Condominium Association, Ltd. (the "Association"), and such restrictions, rules and regulations as may be promulgated thereunder shall be applicable to the Property and units hereby annexed to BEERLINE RIVER HOMES CONDOMINIUM.

By reason of this First Amendment and the annexation of twenty-two (22) additional condominium units to BEERLINE RIVER HOMES CONDOMINIUM, as of the effective date hereof, the original Declaration is amended in the following respects:

4.1 Number. There are a total of forty-two (42) residential condominium units in BEERLINE RIVER HOMES CONDOMINIUM.

4.2 Percentage of Interest. The percentage of the undivided ownership interest in the common elements and facilities and limited common elements appurtenant to each unit and its owner for all purposes including proportionate payment of common expenses, but excluding voting, shall be as follows:

<u>Unit Number</u>	<u>Unit Style</u>	<u>Unit Percentage</u>
1	E	2.6468%
2	D	1.6121%
3	G	1.8180%
4	D	1.6121%
5	C	3.1629%
6	A	3.1151%
7	B	2.7424%
8	B	2.7424%
9	B	2.7424%
10	B	2.7424%
11	A	3.1151%
12	C	3.1629%
13	D	1.6121%
14	H	1.9357%
15	D	1.6121%

16	E	2.6468%
17	F	2.4138%
18	D	1.6121%
19	D	1.6121%
20	F	2.4138%
21	E	2.6468%
22	D	1.6121%
23	D	1.6121%
24	C	3.1629%
25	A	3.1151%
26	B	2.7424%
27	B	2.7424%
28	B	2.7424%
29	A	3.1151%
30	A	3.1151%
31	B	2.7424%
32	B	2.7424%
33	B	2.7424%
34	A	3.1151%
35	F	2.4138%
36	D	1.6121%
37	D	1.6121%
38	J	1.8511%
39	J	1.8511%
40	D	1.6121%
41	D	1.6121%
42	F	2.4138%

REEL 5316
IMAGE 1457

4.3 Voting. There are forty-two (42) votes in the Association. Each unit shall be entitled to one (1) vote at meetings of the Association, pursuant to the terms of the Declaration and By-Laws of the Association.

5. Amendment of Condominium Plat.

The Condominium Plat for BEERLINE RIVER HOMES CONDOMINIUM is hereby amended by adding the First Addendum to Condominium Plat for Beerline River Homes Condominium, Sheets 1-20 thereto, in the form attached hereto and filed herewith in the Condominium Plat records of Milwaukee County.

6. Easements.

Declarant expressly declares, reserves and excepts access, development, construction and utility easements across the lands subject to this First Amendment for the benefit of, and as necessary in connection with, the development and use of the real estate depicted as the Future Expansion Lands on the First Addendum to Condominium Plat for Beerline River Homes Condominium attached hereto (hereinafter called the "Future

Expansion Lands") and any other lands adjoining the Future Expansion Lands owned or hereafter owned by the Declarant or any of its respective successors and assigns. Included in this reservation are easements for purposes of access and rights-of-way across the property described in Section 3 herein for the benefit of the Future Expansion Lands and the adjacent lands, and as may be necessary in connection with development, construction, and sale of the Future Expansion Lands and the adjacent lands, which easements shall be effective whether or not the said Future Expansion Lands or any part thereof is ultimately annexed to BEERLINE RIVER HOMES CONDOMINIUM. Each unit owner, by acceptance of any deed to any unit hereunder, shall be deemed to grant to the Declarant, its successors or assigns, an irrevocable Power of Attorney, coupled with an interest, to execute and record all documents and legal instruments necessary to implement the provisions and intent of this Section 6. The easements hereby reserved shall be continuing covenants running with the land subject hereto, and shall become effective upon the first conveyance of all or any part of the condominium property described in Section 3 above by Declarant, provided such conveyance is pursuant and subject to the Act.

7. Effective Date.

The effective date of this First Amendment shall be the date it is recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

8. Miscellaneous.

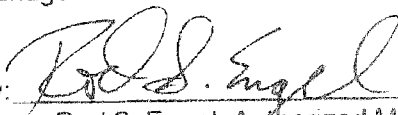
All terms not specifically defined herein shall have the same meanings as provided in the Declaration. Except as modified by this First Amendment, the Declaration remains in full force and effect and is hereby ratified and approved for all purposes.

IN WITNESS WHEREOF, this First Amendment has been executed by a duly authorized officer of Declarant, as of the date first set forth above.

DECLARANT:

RIVER HOMES PARTNERS, LLC, a Wisconsin limited liability company

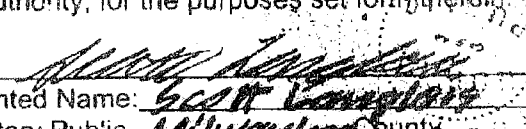
By: Legacy Real Estate Partners, LLC, a Wisconsin limited liability company, its manager

By: 
Rod S. Engel, Authorized Member

NOTARIZATION

STATE OF WISCONSIN)
) ss.
~~MILWAUKEE~~ COUNTY)

Personally came before me this 26th day of March, 2002, the above-named Rod S. Engel, member of Legacy Real Estate Partners, LLC, a Wisconsin limited liability company, manager of River Homes Partners, LLC, a Wisconsin limited liability company, who acknowledges that he executed the foregoing instrument on behalf of said limited liability company and by its authority, for the purposes set forth therein.


Printed Name: Scott Langlois
Notary Public, Milwaukee County
State of Wisconsin
My Commission: is permanent

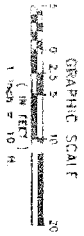
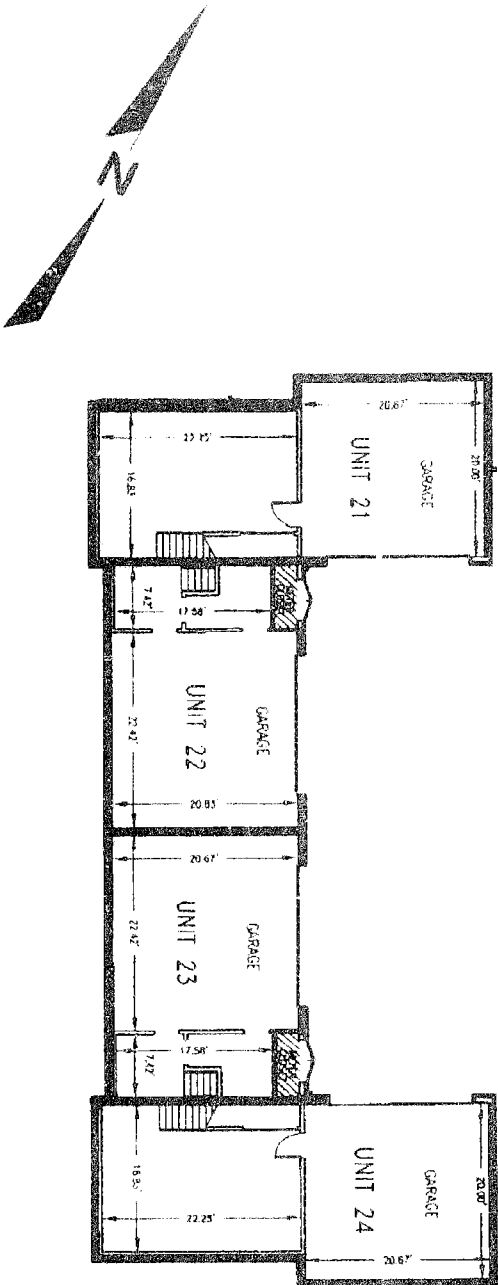
**This Instrument was Drafted by and
after Recording Return to:**

Scott L. Langlois, Esq.
Quarles & Brady LLP
411 East Wisconsin Avenue
Milwaukee, WI 53202

REEL 5316

IMAGE 1459

FIRST ADDENDUM
 BEERLINE RIVER HOMES CONDOMINIUM
 CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



NO. 10 100214/0001/001 - 001
 National Survey & Engineering
 Milwaukee, WI 53211
 414.224.1111
 FAX 414.224.1112
 1000 W. National Road
 Suite 100
 Milwaukee, WI 53211-4000

INDICATES AREAS OF UNITED COMMON ELEMENTS

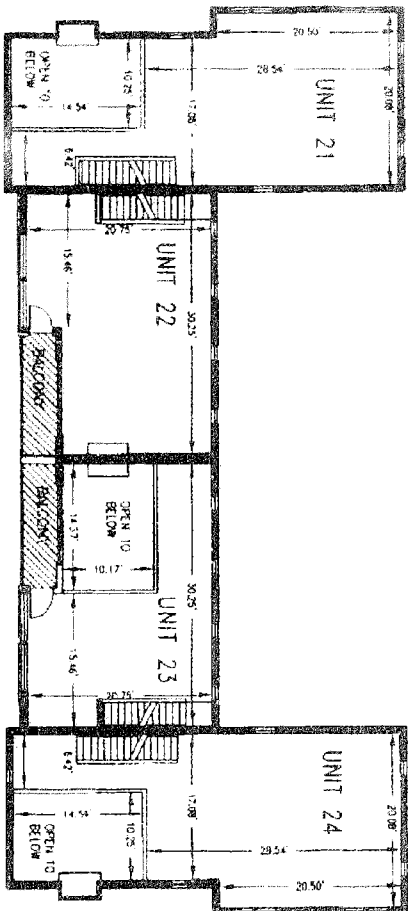
LOWER LEVEL FLOOR PLAN

REEL 5316

IMAGE 1464

FIRST ADDENDUM
BEERLINE RIVER HOMES CONDOMINIUM

CITY OF BEERLINE, WISCONSIN



National Survey & Engineering
1000 W. Wisconsin Ave.
Suite 100
Milwaukee, WI 53233
Telephone: 266-77-1100
Fax: 266-77-1101
E-Mail: ns&e@ns&e.com



INDICATES AREAS OF LIMITED COMMON ELEMENTS

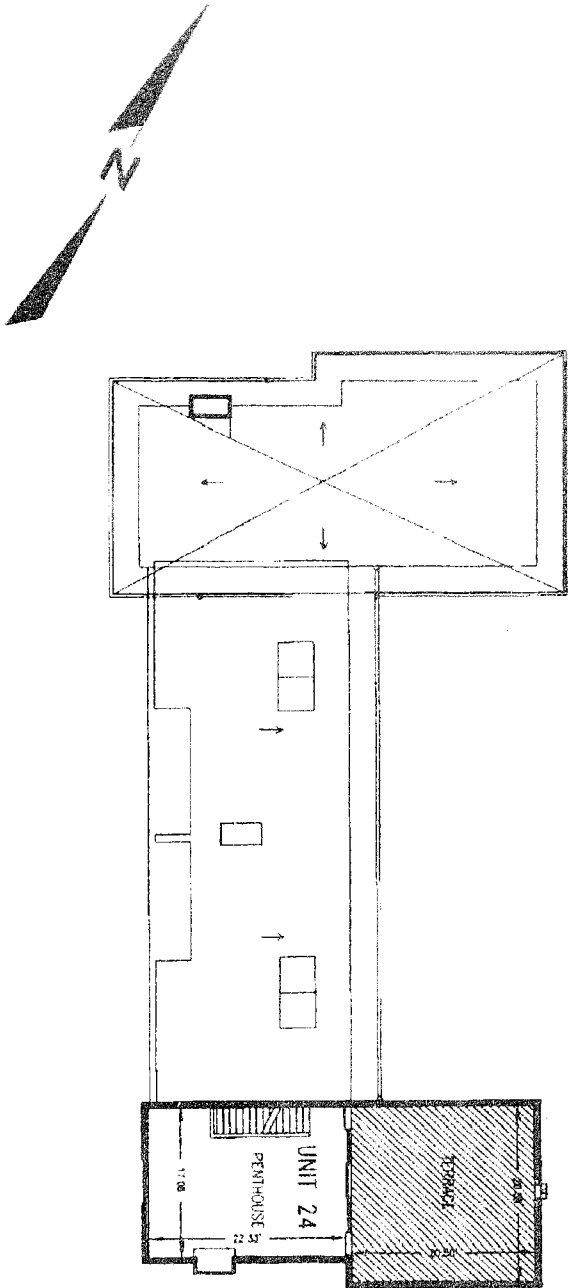
UPPER LEVEL FLOOR PLAN

REF 5316

IMAGE 1465

FIRST ADDENDUM
BEERLINE RIVER HOMES CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



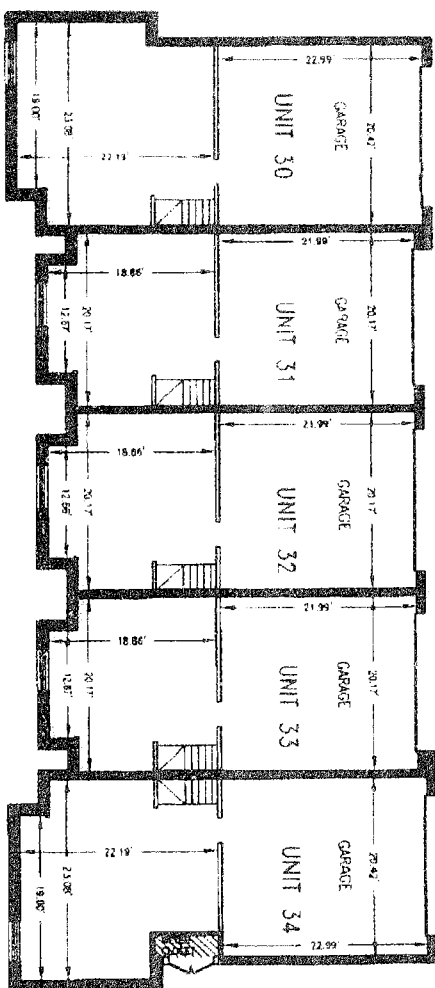
ROOF LEVEL FLOOR PLAN

GRAPHIC SCALE
1" = 10' FEET
0 5 10 15 20

SEE US AT THE OFFICE - 2ND
National Survey & Engineering
Telephone 800-791-0008
Fax 800-791-0008
800 N. Sherman Road
Suite 200
Milwaukee, WI 53204-0008

INDICATES AREAS OF JOINED COMMON ELEMENTS

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



5 emp/brans 242-177-5000
Franchises 877-777-2-288

827-66 17, International Travel
26260 82703
Granddaddy, via 827-66-0998
827-66-0998

INDICATES AREAS OF LIMITED COMMON ELEMENTS

LOWER LEVEL FLOOR PLAN

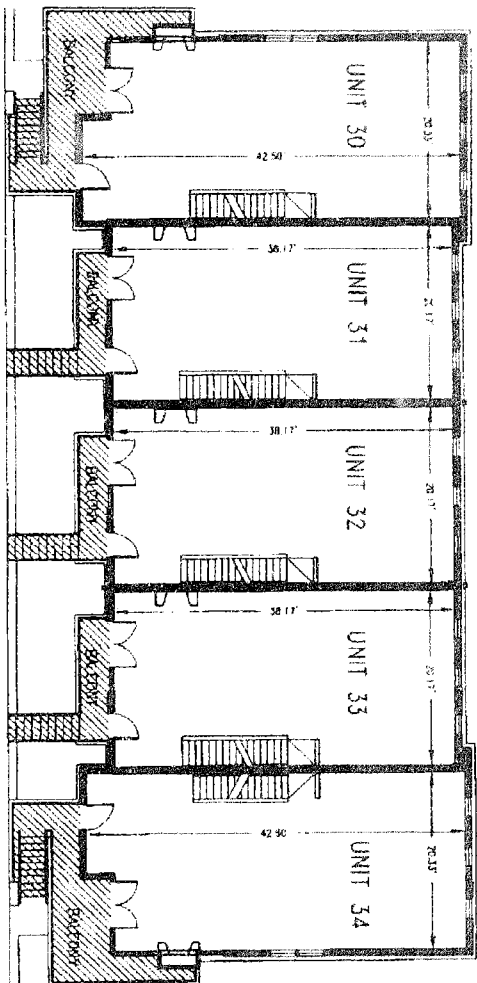
PAGE 2 OF 20 PAGES

REEL 5316

IMAGE 1467

FIRST ADDENDUM
BEERLINE RIVER HOMES CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



SEE NO. 1343-07-140 - 100
National Survey & Engineering
Telephone 800-371-0000
FAX 800-741-0000
1000 N. Lincoln Ave.
Suite 200
Milwaukee, WI 53202-1000



HATCHED AREAS OF UNITED COMMON ELEMENTS

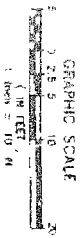
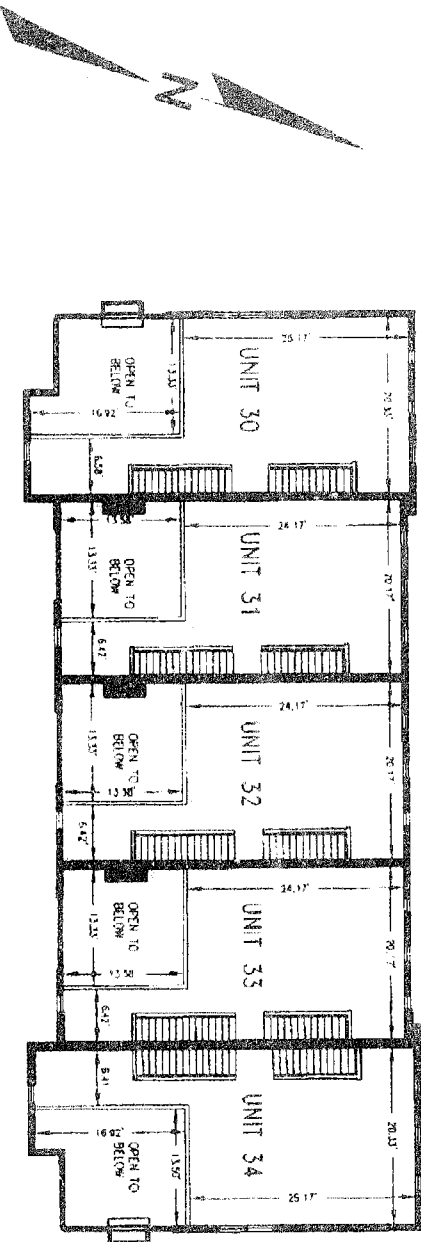
MAIN LEVEL FLOOR PLAN

REEL 5316

IMAGE 1468

BEERLINE RIVER HOMES CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

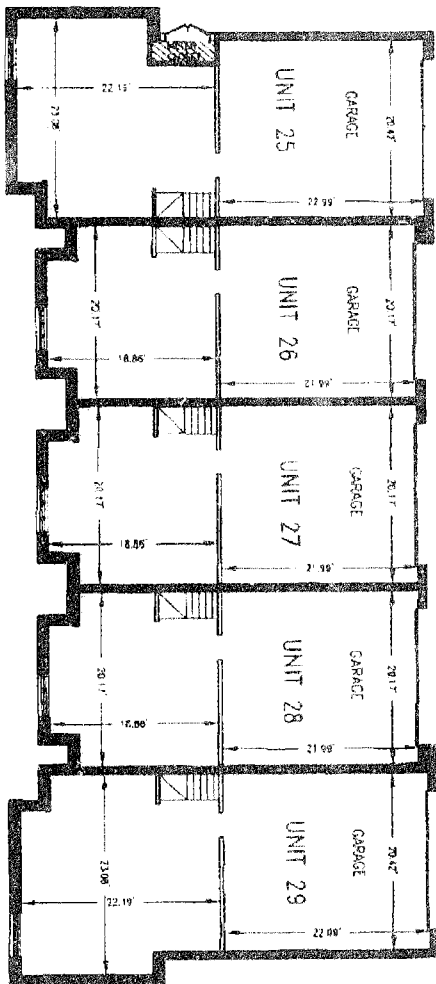


NET NO. 16734-127010-000 - 000
Nelson Survey & Engineering
Telephone 800-777-8300
Fax 414-777-4400
1000 W. Wisconsin Ave.
Suite 200
Milwaukee, WI 53233-4000

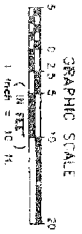
INDICATES AREAS OF LIMITED COMMON ELEMENTS

UPPER LEVEL FLOOR PLAN

CITY OF MILWAUKEE MILWAUKEE COUNTY WISCONSIN



PAGE 11 OF 20 PAGES



REG. NO. 15913270100 - SUR.

National Survey & Engineering



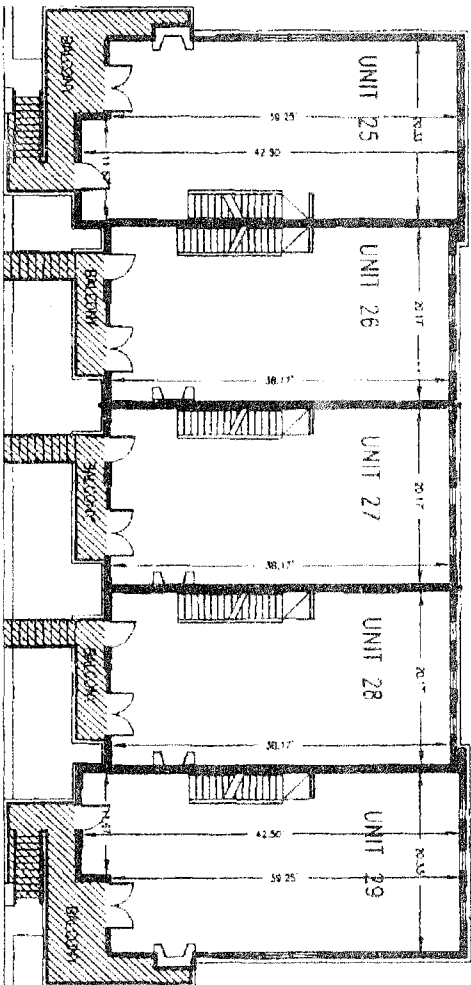
Telephone 800-787-6000
FAX 800-787-6000
Portland 503-710-6000

5740 N. Riverwood Road
Suite 770
Portland, OR 97208-0505
www.nseinc.com

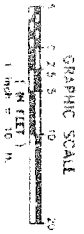
INDICATES AREAS OF LIMITED COMMON ELEMENTS

FIRST ADDENDUM BEERLINE RIVER HOMES CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



MAIN LEVEL FLOOR PLAN



NOT TO SCALE
National Survey & Engineering
Telephone 800-777-4000
Fax 800-777-4000
1000 W. Wisconsin Road
Milwaukee, WI 53204-0000



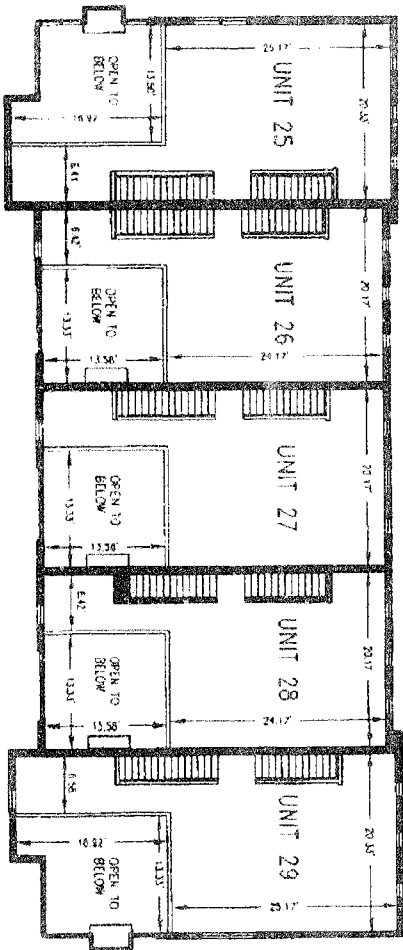
INDICATES AREAS OF LIMITED COMMON ELEMENTS

REEL 5316

IMAGE 1472

FIRST ADDENDUM
BEERLINE RIVER HOMES CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



GRAPHIC SCALE



SET NO. 192341000000 - 001
National Survey & Engineering

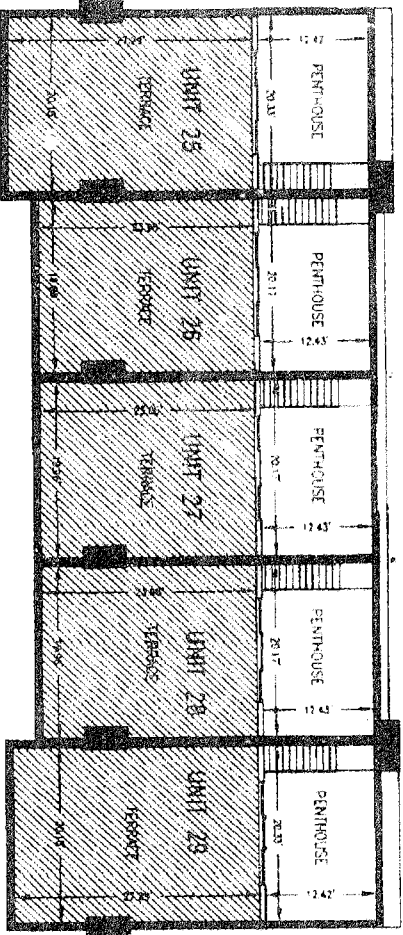


INDICATES AREAS OF LIMITED COMMON ELEMENTS

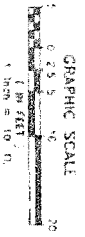
UPPER LEVEL FLOOR PLAN

FIRST ADDENDUM BEERLINE RIVER HOMES CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



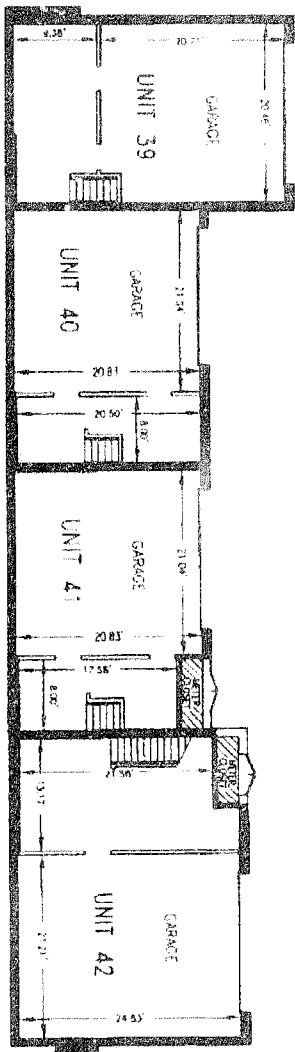
ROOF LEVEL FLOOR PLAN



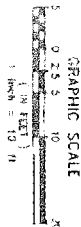
REG. NO. 22111-000000000000
National Survey & Engineering
 1000 N. 10th St.
 Milwaukee, WI 53233
 Tel: 414.333.1111
 Fax: 414.333.1112
 E-mail: info@nsengr.com
 Website: www.nsengr.com

INDICATES AREAS OF JUNITED COMMON ELEMENTS

FIRST ADDENDUM BEERLINE RIVER HOMES CONDOMINIUM CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



LOWER LEVEL FLOOR PLAN



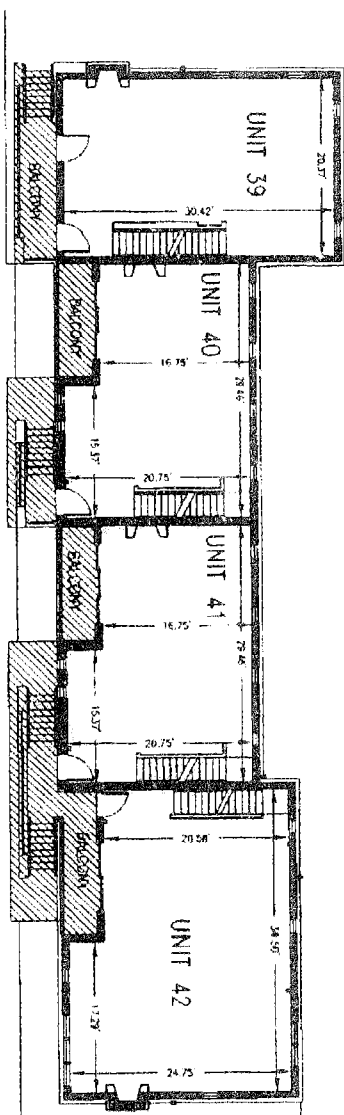
REG. NO. 1434370-000 - 3M
National Survey & Engineering
Fond du Lac, WI 54601
TEL: 920-922-4400
FAX: 920-922-4401
WWW.NSE-ENGINEERING.COM



*INDICATES AREAS OF LIMITED COMMON ELEMENTS

FIRST ADDENDUM
BEERLINE RIVER HOMES CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



MAIN LEVEL FLOOR PLAN

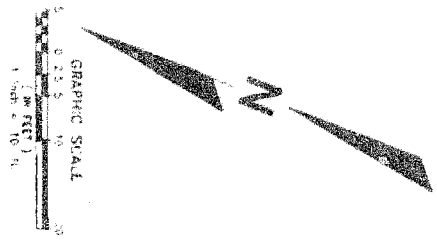
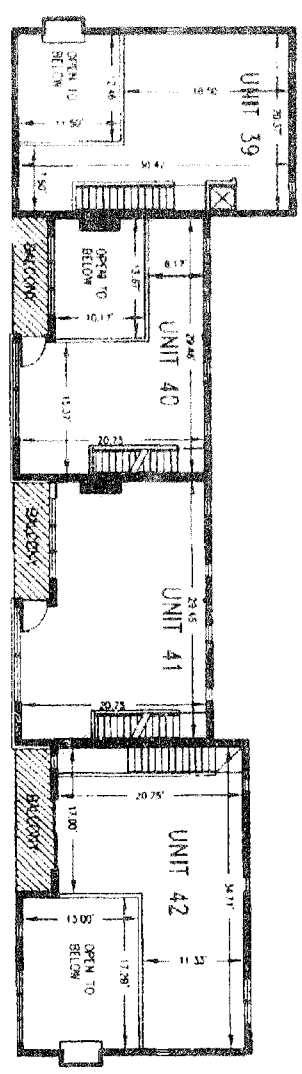


NO. 46 159724 (2011) - B&E
National Survey & Engineering
Telephone 800-774-0000
Fax 414-774-0000
Website www.nsewi.com
Total E. Engineering
2011 and 11/2012-2013
Professional Engineer
No. 1000000000

HATCHES AREAS OF UNITS COMMON ELEMENTS

FIRST ADDENDUM
BEERLINE RIVER HOMES CONDOMINIUM

CITY OF WILMAHUR, WILMAHUR COUNTY, WISCONSIN



NOT TO SCALE
National Survey & Engineering
P.L.L.C.
1000 N. WISCONSIN AVE.
SUITE 200
MILWAUKEE, WI 53233
TEL: 414-224-1111
FAX: 414-224-1112
WWW.NSE-ENGINEERING.COM

FIRST ADDENDUM TO CONDOMINIUM PLAT
FOR BEERLINE RIVER HOMES CONDOMINIUM

UPPER LEVEL FLOOR PLAN