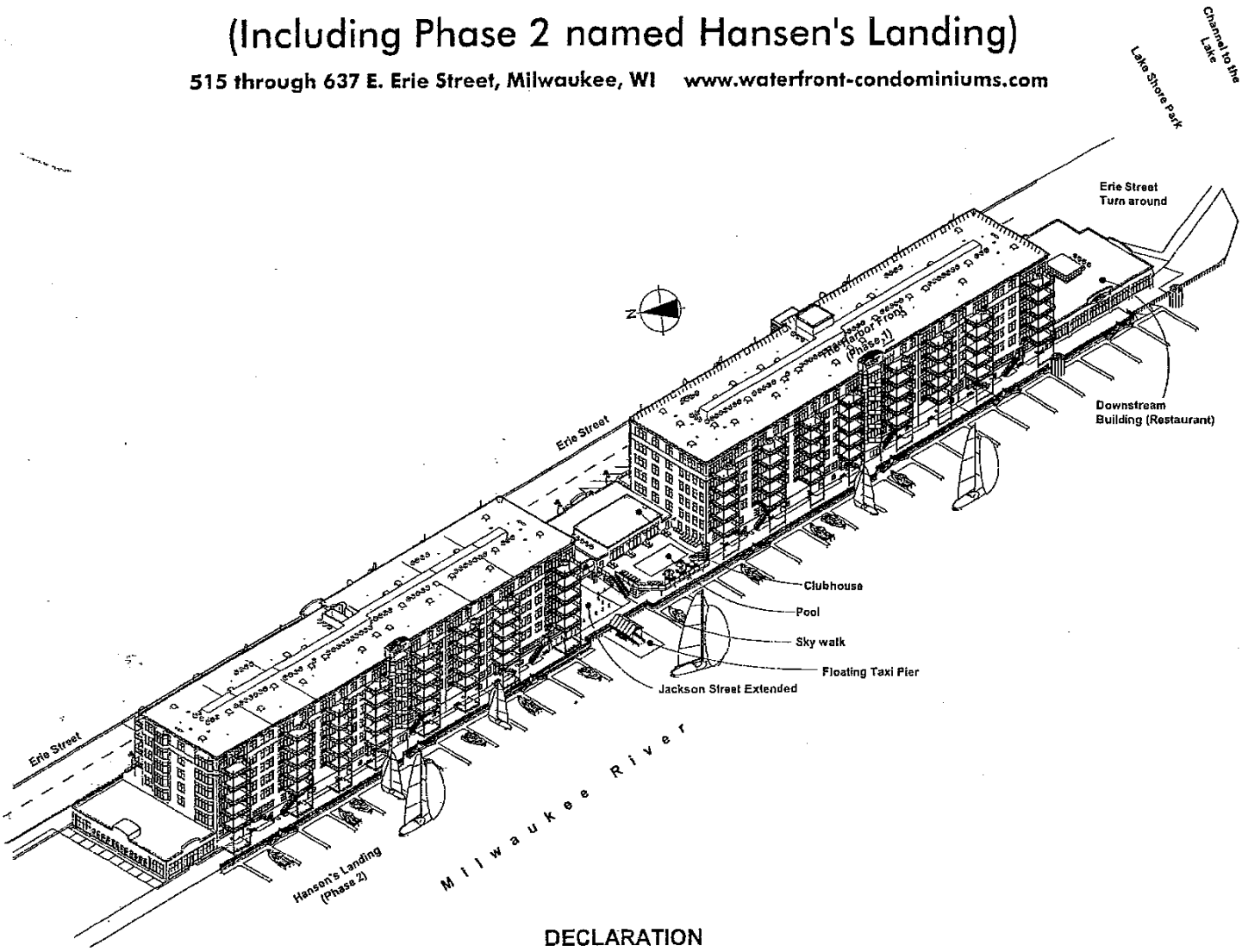
The Harbor Front

(Including Phase 2 named Hansen's Landing)

515 through 637 E. Erie Street, Milwaukee, WI **www.waterfront-condominiums.com**



DECLARATION

BYLAWS

ARTICLES OF INCORPORATION

BUDGET

EXPANSION PLANS

FLOOR PLANS

RULES AND REGULATIONS

A development by

R E N N E R

a r c h i t e c t s

(414) 727-1150, Fax:(414) 727-2312

DISCLOSURE MATERIALS

FOR

THE HARBOR FRONT,

A CONDOMINIUM

(including Phase Two named Hansen's Landing)

Property Address:
585, 585B, 591, 601, 627 and 641 East Erie Street
Milwaukee, Wisconsin 53204

1. THESE ARE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITES 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 HAVE 5 BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS, TO CANCEL IN WRITING THE CONTRACT OF SALE OR, IF THE SELLER DELIVERS A COVER SHEET AND INDEX, TO DELIVER A WRITTEN REQUEST FOR ANY MISSING DOCUMENTS. SEE THE INDEX, IF ANY, FOLLOWING THIS INFORMATION TO DETERMINE IF DOCUMENTS ARE MISSING. IF YOU TIMELY DELIVER A WRITTEN 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. YOU HAVE NO FURTHER RIGHT TO CANCEL THE CONTRACT OF SALE BASED ON THE DOCUMENTS UNLESS THE DOCUMENTS ARE MATERIALLY CHANGED.

INDEX

THE HARBOR FRONT CONDOMINIUM ASSOCIATION, INC.

(INCLUDING PHASE TWO NAMED HANSEN'S LANDING)

1. EXECUTIVE SUMMARY: The Executive Summary highlights for a buyer of a Condominium Unit essential information regarding the condominium. The Executive Summary can be found following this Index.

2. DECLARATION: The Declaration establishes and describes the Condominium, the Units and the Common Areas. The Declaration can be found in Section A.

3. BY-LAWS: The By-Laws contain rules which govern the condominium and affect the rights and responsibilities of Unit Owners. The By-Laws can be found in Section B.

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 can be found in Section C.

5. MANAGEMENT OR EMPLOYMENT CONTRACTS: Certain services are provided to the condominium through contracts with individuals or private firms. These contracts can be found in Section D.

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 can be found in Section E.

7. LEASES: Units in this Condominium are sold subject to one or more leases of property or facilities which are not part of the Condominium. These leases can be found in Section F.

8. EXPANSION PLANS: The Declarant has reserved the right to expand the condominium in the future. A description of the plans for expansion and its effect on Unit Owners can be found in Section G.

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 Section H.

10. RULES AND REGULATIONS: The Rules and Regulations for the Condominium are promulgated by the Association. The Rules and Regulations can be found in Section I.

11. PIER PERMIT: The Pier Permit for the Condominium is issued by the Wisconsin Department of Natural Resources. The Pier Permit can be found in Section J.

12. STATUTORY RESERVE ACCOUNT: The condominium does not have a Statutory Reserve Account. The Statutory Reserve Account Statement can be found in Section K.

13. OTHER IMPORTANT INFORMATION AND DOCUMENTS: can be found in Section L.

THE HARBOR FRONT CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

EXECUTIVE SUMMARY

Executive Summary

The Harbor Front Condominium

This Executive Summary highlights some of the information that prospective buyers of units in The Harbor Front 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.** The Harbor Front Condominium.

2. **Condominium Governance.** The condominium is governed by The Harbor Front Condominium Association, Inc. (the "Association"), a Wisconsin non-stock corporation. All unit owners are members of the Association.

   - For specific information, see: Declaration, Section II; Bylaws, Article III § 1 and Article IV.

3. **Association Management.** The Association has engaged Hunt Management Incorporated as 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 Road, 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?** All owners have access to the following special amenities:
   a. Boat Slips: There are 22 private boat slips on the Milwaukee River owned by the unit owners as limited common elements. Additional boat slips are available for a rental fee. Declaration, Article IV ¶¶ 4.3(d) and 4.5 and Article XII ¶¶ 12.6 and 12.7.

   b. Swimming Pool: An outdoor swimming pool is available for the use of unit owners as set forth in Declaration, Article IV ¶ 4.4 and Article XII ¶ 12.1; Rules and Regulations § 6.

c. Clubhouse and Fitness Center: Unit owners have access to a clubhouse as provided in Declaration, Article XII ¶ 12.1 and Rules and Regulations § 7 and a fitness center as provided in Rules and Regulations § 8.

d. Storage Units: Owners have access to individual storage units.

7. **Maintenance and Repair of Units.** Each unit owner, at his or her own expense, is responsible for keeping his or her unit, including all of the equipment, fixtures, and appurtenances located on or upon the unit in good order, condition, repair and in a clean and sanitary condition.

   - For specific information, see: Declaration, Section IV ¶ 4.1 and Section X ¶ 10.

8. **Maintenance and Repair of Limited Common Elements.**

   Unit Owner Responsibilities: Each unit owner is responsible for keeping the balconies, decks, and exterior staircases, which service only his or her unit, if any, in a good, clean, sanitary and attractive condition.

   Association Responsibilities: The Association is responsible for the maintenance, management and control of all limited common elements, unless otherwise specified.

   - For specific information, see: Declaration, Section IV ¶ 4.3 and Section X ¶¶ 10.2 and 10.5.

9. **Maintenance and Repair of Common Elements.**

   Association Responsibilities: The Association is responsible for maintenance, repair, and replacement of all common elements, unless otherwise specified.

   How does the Association pay for repairs and replacements? The Association funds the costs to maintain, repair, and replace the common elements from unit owner assessments. The Association may also use the reserve funds or special assessments to fund such repairs or replacements.

   - For specific information, see: Declaration, Section IV ¶ 4.4; Declaration, Section VI ¶¶ 6.1 and 6.3; Declaration, Section X ¶¶ 10.2 and 10.5; Bylaws, Article VII.

10. **Alterations of Units and Limited Common Elements.** A unit owner is prohibited from making any alteration, installation, removal, reconstruction or repairs to the exterior of his or her unit and must obtain the prior written consent of the Board of Directors before remodeling or altering the interior of the unit.

- For specific information, see: Declaration, Article X ¶ 10.4.

11. Parking.

Availability: Within the parking garage are two types of Parking Units: parking stalls and private parking garages. These Parking Units are owned by the Unit Owner and range from one (1) to three (3) car spaces.

Cost: All Parking Units are subject to the Parking Unit assessments, determined by the size and type of Parking Unit. The declarant currently owns several Parking Units which can be sold to unit owners at the declarant's discretion.

Guest Parking: Owners may allow their guests to park in their Parking Unit, but there are no separate or designated guest parking spaces. All guests who do not park in a Unit Owner's Parking Unit must park on street.

Additional Parking Rules and Restrictions:

- For specific information, see: Declaration, Section IV ¶ 4.2, Section VI ¶¶ 6.1 and 6.3, and Section XV ¶ 15.2; Bylaws, Article VII § 5; Rules and Regulations, Section 1.

12. Rental of Units: A Unit Owner may lease his or her unit, provided there is a written lease for not less than twelve (12) months. Units are eligible to be leased only in accordance with the Rental Cap, as defined in Section 16 of the Rules and Regulations. No transient or temporary leases are allowed. See the special fine assessment provision in the Enforcement Section of the Rules and Regulations.

- For specific information, see: Declaration, Section XII ¶ 12.3; Rules and Regulations, Sections 5 and 16.

13. Pets:

Number of Pets Allowed Per Unit: No more than two (2) dogs and two (2) cats, provided that such animals are not maintained for commercial or breeding purposes.

Pet Rules and Regulations: All animals must be registered with the Managing Agent. All pets shall be leashed and within the immediate control of the Unit Owner when on the Common Elements. All Unit Owners are responsible for the proper and prompt removal of animal waste.

- For specific information, see: Declaration, Section XII ¶ 12.5; Rules and Regulations, Section 3.

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 at least sixty-seven percent (67%) of the unit owners, subject to mortgagee approval.

By-Laws: The By-Laws may be amended by the affirmative vote of at 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, Section XVII ¶ 17.1; Bylaws, Article VIII and Article XI § 1.

15. **Fees on Declarant-Owned Units:** There are no unsold, declarant-owned residential units in the condominium. The declarant is, however, responsible for assessments for declarant-owned Commercial Units and Parking Units.

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 transfer fee in connection with the transfer of ownership of a unit, but does charge a $50.00 New Account set up fee. In addition, the Association requires a $500.00 Move In/Move Out deposit for all moving requests and charges a $50.00 per hour fee for a security attendant for all Move In/Move out requests.

18. **Disclosure Material Fee:** The Association charges the actual cost of, but not more than $50.00, for providing a hard copy of the Disclosure Materials.

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.

- For specific information, see: Bylaws, Article VII § 4.

21. **Reserve Balance.** The amount of the reserve balance is $ 1,388,182. This amount is current as of June 30, 2023 (date).

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

This Executive Summary was prepared or revised on July 1, 2023 (date).

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THE HARBOR FRONT CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION A

DECLARATION

168

THE HARBOR FRONT,
A CONDOMINIUM

09024215

DOC.# 09024215

REGISTER'S OFFICE
Milwaukee County, WI

RECORDED 06/07/2005 02:21PM

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT:145.00

Recording Area

Name and Return Address

SUSAN C. SORRENTINO
GODFREY & KAHN, S.C.
N21 W23350 RIDGEVIEW PARKWAY
WAUKESHA, WI 53188

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name and return address, and PIN, (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and $2.00 to the recording fee.

TABLE OF CONTENTS
FOR THE DECLARATION OF THE HARBOR FRONT,
A CONDOMINIUM

Section		Page
SECTION I	DEFINITIONS	1
1.1	Defined Terms	1
SECTION II	ASSOCIATION OF UNIT OWNERS	4
2.1	Membership, Duties and Obligations	4
2.2	Voting Rights	4
2.3	Declarant's Right to Vote	4
2.4	Architectural Control Committee	5
2.5	Boat Dock Committee	5
SECTION III	USE OF CONDOMINIUM	5
3.1	Use of Common Elements Other Than Limited Common Elements	5
3.2	Use of Limited Common Elements	5
3.3	Use of Public Riverwalk	5
SECTION IV	DESCRIPTION	5
4.1	Description of Units	5
4.2	Description of Parking Units	6
4.3	Limited Common Elements	7
4.4	General Common Elements	7
4.5	Declarant's Right to Change Plans and Assignment of Use of Certain Limited Common Elements	8
SECTION V	ALLOCATED INTERESTS	8
5.1	Allocated Interest	8
SECTION VI	COMMON EXPENSES, ASSESSMENTS AND TAXES	8
6.1	Common Expenses	8
6.2	Payment of Assessments	9
6.3	Assessment for Common Expenses	9
6.4	Grantee of Unit	10
6.5	Enforcement of Lien	10
6.6	Real Estate Taxes	10
SECTION VII	EASEMENTS AND ENCROACHMENTS	10
7.1	Utility Easements	10
7.2	Construction Easement	10
7.3	Easement to Facilitate Sales	11
7.4	Support Easement	11
7.5	Common Elements Easement	11
7.6	Unit Owner's Grant of Easement	12
7.7	Future Easements and Agreements	12
7.8	Binding Effect	12
7.9	Encroachments	12
7.10	Title Exceptions	13
SECTION VIII	MORTGAGE	13

8.1 Separate Mortgages of Units 13
8.2 Mortgagees 13
8.3 List of Mortgagees 13
8.4 Liens 13
8.5 Mortgagee in Possession 13
8.6 Rights of Mortgagees 13
8.7 Restrictions on actions of Association 14
8.8 Application and Effect 15
8.9 Amendment to Declaration 15
8.10 Priority of First Mortgagees 15
SECTION IX BOUNDARY RELOCATION AND SUBDIVISION OF UNITS 15
9.1 Relocation of Unit Boundaries 15
9.2 Liens on Work and Indemnification 16
SECTION X MAINTENANCE, ALTERATION AND IMPROVEMENT OF CONDOMINIUM 16
10.1 Responsibility of Unit Owners 17
10.2 Responsibility of Association 17
10.3 Repair and Replacement Standards 18
10.4 Alterations 18
10.5 Damage to Units and to Common Elements 18
SECTION XI REPAIR OR RECONSTRUCTION 19
11.1 Repair or Reconstruction of Condominium 19
11.2 Eminent Domain 19
11.3 Association as Designated Agent 20
SECTION XII RESTRICTIONS ON USE, OCCUPANCY AND TRANSFER 20
12.1 Limitations 20
12.2 Declarant's Right to Alienate 20
12.3 Unit Owner's Restrictions on Leasing 21
12.4 Unlawful Use of Condominium or Unit 22
12.5 Pets 22
12.6 Transfer of Use of Boat Slips in Boat Dock Limited Common Area 23
12.7 Boat Slip Permits 23
12.8 Use of Common Elements 23
SECTION XIII INSURANCE 23
13.1 Insurance 23
13.2 Premiums and Deductibles 24
13.3 Proceeds of Insurance 25
13.4 Public Liability Insurance 25
13.5 Fidelity Bonds 25
13.6 Separate Insurance 25
SECTION XIV PROHIBITION ON PARTITION OF COMMON ELEMENTS 26
14.1 Partition of Common Elements 26
SECTION XV DISCLAIMER OF LIABILITY OF ASSOCIATION 26
15.1 Disclaimer 26
15.2 Storage Areas and Parking Areas 26
SECTION XVI EXPANSION OF CONDOMINIUM 26

16.1 Option to Expand 26
16.2 Consent to Expansion 28
SECTION XVII AMENDMENT TO DECLARATION 28
17.1 Amendment 28
17.2 Special Amendments 29
SECTION XVIII TERMINATION OF CONDOMINIUM 29
18.1 Termination of the Condominium 30
SECTION XIX ADDITIONAL PROVISIONS 30
19.1 Rights of Action 30
19.2 Waiver 30
19.3 Severability 30
19.4 Captions 30
19.5 No Obligations 30
19.6 Number and Gender 30
19.7 Conveyance of Additional Property 30
19.8 Registered Agent 31
19.9 Successors and Assigns of Declarant 31

CONSENT OF MORTGAGEE

SCHEDULE OF EXHIBITS

EXHIBIT A. Legal Description of Initial Phase
EXHIBIT B. Legal Description of Additional Property
EXHIBIT C. Allocated Interest Schedule
EXHIBIT D. Plans
EXHIBIT E. Title Exceptions
EXHIBIT F. Addresses

DECLARATION
OF
THE HARBOR FRONT, a Condominium

This Declaration is made as of the 3rd day of June, 2005 by Frontage, LLC, a Wisconsin limited liability company (hereinafter referred to as the "Declarant").

Declarant hereby declares that it is the sole owner of the real property particularly described in **EXHIBIT A** and located at the addresses identified on **EXHIBIT F** located in the City of Milwaukee, Wisconsin together with all rights appurtenant thereto and with any and all improvements now or subsequently placed thereon and any and all rights appurtenant to such improvements. Declarant hereby submits the Property, as hereafter defined, to the Condominium form of ownership as provided in the Wisconsin Condominium Ownership Act, and the Property shall be known as The Harbor Front. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

SECTION I
DEFINITIONS

1.1 Defined Terms. The following terms shall be defined as follows:

(a) "Act" means Chapter 703 of the Wisconsin Statutes and known as the Condominium Ownership Act, as amended from time to time.

(b) "Additional Property" means the real property, and any improvements thereon, described on **EXHIBIT B** which may be added in whole or in part at any time within ten (10) years of the date of this Declaration to the Condominium in accordance with the provisions of this Declaration and the Act.

(c) "Allocated Interest" means the undivided percentage interest from time to time of each Unit, as described in Section 5.1 herein and set forth on **EXHIBIT C,** in the Common Elements.

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

(e) "Assessments" refers to both General Assessments and Special Assessments made against a Unit or Parking Unit and a Unit Owner and means the amount determined by the Association to be due with respect to a Common Expense or an expense incurred by the Association on behalf of a Unit Owner or Unit or Parking Unit.

(f) "Association" means The Harbor Front Condominium Association, Inc.

(g) "Board of Directors" means the governing body of the Association.

(h) "Boat Dock Committee" means the committee selected by the Unit Owners who own Units to which one or more Boat Slips in the Boat Dock Limited Common Area appertain, if added to the Condominium.

(i) "Boat Dock Limited Common Area" means the area identified as part of the Additional Property and on **EXHIBIT D** as the Boat Dock Limited Common Area and includes certain Boat Slips

(j) "Boat Slip(s)" means the individual numbered boat slips located in the Boat Dock Limited Common Area of the Additional Property. The Boat Slips include Boat Slips numbered 1-22.

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

(l) "Building Plans" means the plans attached hereto and made a part hereof as **EXHIBIT D** and any supplemental plans thereto.

(m) "Bylaws" means the bylaws of The Harbor Front Condominium Association, Inc.

(n) "Commercial Units" means a part of the Condominium intended for commercial uses and are identified on **EXHIBIT D**.

(o) "Common Expenses" means all of the expenses of the Association.

(p) "Common Elements" refers to both the "General Common Elements" and the "Limited Common Elements," and means all of the Condominium other than the Units or Parking Units.

(q) "Condominium" means The Harbor Front, which is a condominium.

(r) "Condominium Documents" means the Articles, Bylaws, Rules and Regulations, Building Plans, Specifications, Surveys, Plat, management or employment contracts affecting the Condominium, if any, this Declaration, and the pier permit issued by the Wisconsin Department of Natural Resources affecting the Condominium.

(s) "Condominium Riverwalk Easement" means the easement granted by The Harbor Front Marina, LLC and is more particularly described on attached **EXHIBIT D**.

(t) "Declaration" means this Declaration of The Harbor Front.

(u) "Director" means a member of the Board of Directors of the Association.

(v) "FNMA" means the Federal National Mortgage Association.

(w) "General Common Elements" means those portions of the Common Elements reserved for the use of all of the Unit Owners, although the access or use may be restricted or limited.

(x) "Limited Common Elements" means those portions of the Common Elements reserved for the exclusive use of one or more, but less than all, of the Unit Owners.

(y) "Managing Agent" means any individual or entity employed by the Association to perform duties and services for the Condominium in accordance with the Act or the Condominium Documents.

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

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

(bb) "Member" means every Unit Owner, who by his status as a Unit Owner is also a Member of the Association.

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

(dd) "Parking Unit" means the unit more specifically described in Section 4.2 and on the Plat.

(ee) "Phase" means the particular Buildings and other improvements to be constructed during a particular time frame of this development.

(ff) "Plat" means the Plat of Survey of the Condominium being recorded pursuant to the Act simultaneously with and constituting a part of this Declaration, as the same may be amended from time to time.

(gg) "Pool and Clubhouse Common Area" means the swimming pool and clubhouse area including, but not limited to, changing rooms, toilet rooms, fitness room and party room, designated on **EXHIBIT D** as the Pool and Clubhouse Common Area.

(hh) "Property" means the real property as described in **EXHIBIT A**. In the event the Condominium is expanded, the term "Property" shall also include portions of the Additional Property described on **EXHIBIT B**.

(ii) "Public Riverwalk" means that portion of the adjacent property which is subject to the Public Riverwalk Easement and is more particularly described on attached **EXHIBITS B, D** and **E**.

(jj) "Public Riverwalk Easement" means the perpetual walkway easement granted to the City of Milwaukee, Wisconsin and more particularly described on attached **EXHIBITS B, D** and **E**.

(kk) "Residential Unit" means a part of the Condominium intended for independent use by a Unit Owner for residential purposes and excludes Commercial Units and Parking Units.

(ll) "Rules and Regulations" means the Rules and Regulations adopted by the Declarant, and as amended from time to time by the Board of Directors.

(mm) "Special Amendment" means an amendment to this Declaration which does not require the consent of any Unit Owner other than the Declarant.

(nn) "Special Assessment" means any assessment made against a Unit Owner and his Unit or Parking Unit which is not a General Assessment and is assessed against a Unit Owner and his Unit or Parking Unit for expenses incurred by the Association.

(oo) "Unit" means a part of the Condominium intended for independent use by the Unit Owner and includes the Residential Units and Commercial Units, but does not include the Parking Units unless specifically stated herein.

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

(qq) "Water Taxi Pier" means the pier that is part of the Additional Property and the Public Riverwalk Easement Area and the appurtenant boat slips.

SECTION II
ASSOCIATION OF UNIT OWNERS

2.1 Membership, Duties and Obligations. Each Unit Owner shall be a Member of the Association. The Association shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the Common Elements. The Association shall be incorporated as a nonstock, nonprofit corporation under the laws of the State of Wisconsin. Each Unit Owner and the occupants of all Units and Parking Units shall abide by and be subject to all of the duties and obligations of the Act and the Condominium Documents.

2.2 Voting Rights. There shall be one class of voting membership. All Unit Owners shall have one vote for each Unit owned and shall be entitled to cast the vote appurtenant to each Unit owned at all meetings of the Association. If title to a Unit is held by more than one person then the co-owners of the Unit shall notify, in writing, the Secretary of the Association which individual is entitled to cast the vote on behalf of all co-owners. Notwithstanding anything to the contrary stated herein, there shall be no voting rights appurtenant to the Parking Units.

2.3 Declarant's Right to Vote. The Declarant shall be entitled to cast the votes pertaining to any Unit owned by Declarant. For purposes of this Section, and notwithstanding any other provision in the Condominium Documents, the Declarant is entitled to vote all the votes of any Units it owns.

2.4 Architectural Control Committee. The purpose of the Architectural Control Committee is to maintain harmony in the appearance of the Condominium. The Architectural Control Committee shall have the right to approve or disapprove any plan for any improvement, alteration or modification to the exterior portions of the Units or the Common Elements. The Architectural Control Committee shall consist of three (3) individuals who are appointed by the Board of Directors. The length of the term of service of the members of the Architectural Control Committee shall be determined by the Board of Directors.

2.5 Boat Dock Committee. If the Declarant expands the Condominium to include the Boat Slips, the Unit Owners of the Units to which one or more Boat Slips in the Boat Dock Limited Common Area appertain shall elect three (3) individuals to constitute a Boat Dock Committee. The purpose of the Boat Dock Committee is to monitor the status of the Boat Dock Limited Common Area and the Boat Slips. The Boat Dock Committee shall advise the Board of Directors on the condition of the Boat Dock Limited Common Area and the Boat Slips and the Boat Dock Committee shall submit annual estimates to the Board of Directors for the cost of maintaining and repairing the Boat Dock Limited Common Area and the Boat Slips.

SECTION III
USE OF CONDOMINIUM

3.1 Use of Common Elements Other Than Limited Common Elements. Each Unit Owner shall have the right to use the Common Elements, except the Limited Common Elements, as may be required for any purpose, including but not limited to, ingress and egress to and from the Unit or Parking Unit owned by such Unit Owner except as set forth in the Condominium Documents. Such rights shall extend to the Unit Owner, his family members, employees, agents, guests, tenants, and invitees. The use of the Common Elements and the rights of Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act and the Condominium Documents and use of portions of the Common Elements may be restricted or limited. Additional restrictions on the use of the Common Elements appear in Section XII of this Declaration.

3.2 Use of Limited Common Elements. The Limited Common Elements are reserved for the exclusive use of the Unit or Units to which they appertain. The rights of use herein reserved shall extend to the Unit Owner whose Unit is benefited thereby, his family members, employees, agents, guests, invitees and tenants. Notwithstanding the foregoing, the placement of riparian structures (i.e. boat docks and riverwalk) and the use of the waters adjacent to the Condominium is subject to the rights of the members of the public, the United States, and the State of Wisconsin under Wisconsin law and subject to permits issued by the State of Wisconsin.

3.3 Use of Public Riverwalk. The Unit Owners and the general public shall have the right to use the Public Riverwalk in accordance with the Public Riverwalk Easement.

SECTION IV
DESCRIPTION

4.1 Description of Units. The Condominium shall consist initially of approximately eighty (80) Units intended for residential purposes and five (5) Commercial Units; provided,

however, Declarant reserves the right to reduce the number of residential Units and Commercial Units by combining Units to make a larger Unit and to increase the number of Commercial Units by dividing Commercial Units into smaller Commercial Units. If Units are combined, the number of Units will be reduced, and if Commercial Units are divided, the number of Commercial Units will be increased, but the square footage of all Unit space in the Condominium will not be substantially affected. Each Unit shall be identified by a number as indicated on the Plat. The following shall be the boundaries of the Units:

(a) Vertical Boundaries. The vertical boundaries of a Unit shall be the vertical planes of the inner surface of any stone, brick, block or other masonry walls bounding such Unit. If the walls bounding any Unit are not stone, brick, block or other masonry, such vertical boundaries are the interior surface of the wall or studs which support the dry wall, wood, tile or plaster perimeter walls bounding any such Unit.

(b) Horizontal Boundaries. The upper boundary of any portion of a Unit is the horizontal plane of the bottom surface of the ceiling of such Unit. The lower boundary of a Unit is the top surface of each concrete floor slab which constitutes each lower portion of such Unit.

(c) Additional Items: Each Unit shall include the following, if any:

(i) all exterior doors (including doors to any balcony or deck serving the Unit) and all door locks and hinges;

(ii) all windows and screens attached to the Unit;

(iii) the air conditioning unit (including any portion of the air conditioning unit which extends through a Common Element and any portion of any air conditioning unit which is located on the roof of the Condominium or located elsewhere in or about the Condominium), heating and hot water systems and equipment, any interior chutes, flues, exhaust fans, ducts, conduits, wires, cables, electrical, security, telephone, television and other communication systems, water, sewer and gas mains and laterals, and all other utility lines and distribution systems, wall safes, medicine cabinets, built-in shelving which lies partially within and partially outside of the designated boundaries of a Unit, and any portions thereof exclusively serving that Unit shall be deemed a part of that Unit, while any portions thereof, serving more than one Unit or any portion of the Common Elements shall be deemed a part of the Limited Common Elements appurtenant to those Units which such items serve;

(iv) all areas, interior partitions, fixtures and improvements within the boundaries of the Unit, including, without limitation, sinks, showers, bathtubs, stoves, garbage disposals, range hoods and similar items; and

(v) fireplaces.

4.2 Description of Parking Units. There shall be initially approximately one hundred forty (140) Parking Units in the Condominium; provided, however, Declarant reserves the right to reduce the number of Parking Units by dividing and combining Parking Units or portions of Parking Units to make a larger Parking Unit or enclosed garage area. The Parking Units shall be

cubicles of air which are described as follows: (i) the upper boundary shall be the lowest surface of the ceiling above such Parking Unit, (ii) the lower boundary shall be the upper surface of the concrete or asphalt floor below such Parking Unit, (iii) the vertical boundaries of each Parking Unit shall be the boundary lines of such Parking Unit as shown on the Plat, and (iv) the Parking Units shall include all doors serving each Parking Unit (including overhead garage doors, rear exit doors, if any, door locks, all hardware hinges, garage door openers and related mechanical systems serving the Parking Unit, if any, but excluding the overhead garage door at the entrance to the vehicle ramp to the lower level). No improvements of any nature may be constructed in the Parking Units by any Unit Owner.

4.3 Limited Common Elements. The Limited Common Elements include:

(a) The balconies, decks and exterior staircases, if any, appurtenant to Units.

(b) Any exterior light, chimney, dormer or vent or similar appurtenance exclusively serving a Unit or Units whether located within the designated boundary lines of a Unit.

(c) The mailboxes located in the lobby area.

(d) The Boat Dock Limited Common Area and Boat Slips, when added to the Condominium.

4.4 General Common Elements. The General Common Elements consist of the entire Condominium, except the Units, Parking Units and the Limited Common Elements, and includes, without limitation, the following:

(a) The entrance to the Property and the lobby area, elevators, conference rooms, driving lanes, exits, pool equipment, pool, trash areas, utility rooms, club house, and fitness room.

(b) All lines, poles, posts, pipes, wires, cables, conduits and other apparatus relating to water distribution, drainage, electrical, telephone, cable television, master television, HVAC (heating, ventilation, air conditioning) systems servicing the Common Areas, security and communication systems, gas and sewer which are not part of a Unit or Limited Common Elements.

(c) All footings, foundations, exterior walls (excluding those portions of the walls described in Section 4.1), roofs, floors (excluding those portions of the floors described in Section 4.1) and structural supports of Condominium.

(d) All driveway areas and aprons, sidewalks, pathways, stairwells, landings, hallways, walkways and landscaped areas.

(e) The easement to the Public Riverwalk and all ramps and staircases (excluding those staircases described in Section 4.3) serving the Public Riverwalk.

4.5 Declarant's Right to Change Plans and Assignment of Use of Certain Limited Common Elements. Declarant reserves the right to change, to the extent not completed, the layout, location, dimensions and construction details of the Units, Parking Units, and Common Elements shown on the Plats and Building Plans to accommodate building circumstances and economic factors, provided that such changes shall not substantially alter the nature, value and quality of the Units, Parking Units or Common Elements. However, Declarant reserves the right to not construct the Boat Dock Limited Common Area and Boat Slips in the event that Declarant is unable to reasonably obtain all necessary permits required for the construction and use of the Boat Dock Limited Common Area and the Boat Slips or if the Declarant determines that it is not economically feasible to construct or maintain the Boat Dock Limited Common Area or the Boat Slips, or to change the number of Boat Slips available. Declarant reserves the right to establish a procedure for allocating particular Boat Slips Limited Common Area to particular Units by the Declarant deeding or assigning by another instrument such individual Boat Slips to a certain Unit either at the time such Unit is conveyed to the Unit Owner or at such later time as determined by Declarant by recording a deed or assignment document in the Milwaukee County real property records. The procedure established by the Declarant for allocating particular Boat Slips Limited Common Area to particular Units shall insure that all Boat Slips Limited Common Area shall be allocated to one or more Units.

SECTION V
ALLOCATED INTERESTS

5.1 Allocated Interest. Every Unit Owner shall own an undivided interest in the Common Elements as a tenant-in-common with all other Unit Owners and every Unit Owner shall have the right to use and occupy the General Common Elements for all purposes which do not violate the Act, this Declaration and the Condominium Documents, which rights shall be appurtenant to and run with his Unit and the Parking Units. The Allocated Interest in Common Elements shall be as set forth in **EXHIBIT C** attached hereto and incorporated herein.

SECTION VI
COMMON EXPENSES, ASSESSMENTS AND TAXES

6.1 Common Expenses. The cost of administration of the Association, utilities, insurance, repair, maintenance and other expenses for the Common Elements, except as otherwise specified in the Condominium Documents, shall be considered Common Expenses and paid for by the Association. The Association shall make Assessments against the Unit Owners, as well as the Units themselves, for such Common Expenses in accordance with the Allocated Interest in the manner provided in the Bylaws or as deemed equitable by the Board of Directors to appropriately allocate expenses between the Commercial Units and the residential Units. Assessments for expenses associated with Limited Common Elements shall be levied against the Units to which such Limited Common Element expenses appertain in proportion to each Unit's proportional interest, as reasonably determined by the Board of Directors, in the Limited Common Element. In furtherance of the foregoing, each Unit Owner who owns a Unit to which a Boat Dock Limited Common Area and a Boat Slip appertains shall be responsible for paying

his proportional share of the maintenance and repair expenses associated with the Boat Dock Limited Common Area and the Boat Slip. Each such Unit Owner's share of expenses for the Boat Dock Limited Common Area and the Boat Slip shall be assessed against the Unit to which such amenities appertain in proportion to each Unit's proportional interest in the Boat Dock Limited Common Area and the Boat Slip. Any Unit Owner which does not own a Unit to which a Boat Dock Limited Common Area and Boat Slip appertain shall not be responsible for any portion of the expenses associated with the maintenance and repair of the Boat Dock Limited Common Area or the Boat Slips. The Owners of the Commercial Units shall be responsible for Assessments associated with the Commercial Units and the operation of the business conducted thereon, if any. Each Unit Owner who owns a Parking Unit shall be responsible for paying, pursuant to an Assessment, its proportional share of the maintenance and repair expenses associated with the Parking Unit as determined by the Board of Directors. The Assessment obligation appurtenant to a Unit and Parking Unit shall commence at the time of the recording of this Declaration; provided, however, no Assessments shall be levied, nor shall Assessments accrue on any Unit, or Parking Unit, owned by Declarant and Declarant shall not be responsible for paying any sums for Assessments, reserves or otherwise, for any Unit or Parking Unit it owns during the first twelve (12) months after the date of sale of the first Unit; provided, however, during the earlier of such twelve (12) month period or the date on which Declarant conveys the last Unit and Parking Unit it owns in the Condominium, the Declarant shall be responsible for reimbursing the Association for any deficit or shortage in the Association's budget. The percentage of such Common Expenses payable by the individual Units shall be equal to the Allocated Interest of the Unit and the percentage of such Common Expenses payable by an owner of a Parking Unit shall be equal to an amount determined equitably by the Board of Directors. No Unit Owner may exempt himself or his Unit from liability for his contribution toward the Common Expenses by waiver of the use of enjoyment of any of the Common Elements or by the abandonment of his Unit or Parking Unit. No conveyance shall relieve the Unit Owner or his Unit or Parking Unit of such liability, and he shall be jointly, severally and personally liable along with his grantee in any conveyance for the Common Expenses incurred up to the date of sale until all such expenses charged to his Unit or Parking Unit have been paid.

6.2 Payment of Assessments. All Assessments, when due, together with any interest thereon and actual costs of collection, shall immediately become a personal liability of the Unit Owner and also a lien, until paid, against the Unit or Parking Unit to which charged, if a statement of lien is filed within two years after the date the Assessment becomes due. The lien is effective against a Unit at the time the Assessment becomes due regardless of when within the two-year period it is filed. Any statement of lien shall be filed in the land records of the Clerk of Court of Milwaukee County, stating the description of the Unit or Parking Unit, the name of the record owners, the amount due and the period for which the Assessment was due. The statement of condominium lien shall be signed and verified by an Officer of the Association as specified in the Bylaws and then shall be filed. On full payment of the Assessment, plus interest and actual costs, the Unit Owner shall be entitled to a fileable satisfaction of the lien.

6.3 Assessment for Common Expenses. Assessments shall be made against the Unit Owners and the Units or Parking Units at the beginning of each fiscal year of the Association to meet estimated Common Expenses of the Association for the ensuing year and shall be payable in twelve (12) monthly installments, in advance, on the first day of each month. Special Assessments for expenses incurred by the Association which relate to the Unit, Parking Units,

Limited Common Elements or for any reason stated herein shall be made against the Unit Owners and the Units and Parking Units at any time the Board of Directors deems advisable. The Association shall have the authority to modify Assessments during any fiscal year. In the event of delinquency in payment, the Association may, as provided for in the Bylaws, assess penalties and interest, and may accelerate Assessments remaining unpaid with respect to such delinquent Unit or Parking Unit for purposes of collection or foreclosure action by the Association.

6.4 Grantee of Unit. Any grantee of a Unit or Parking Unit is entitled to a statement from the Board of Directors of the Association setting forth the amount of unpaid Assessments against the grantor. The statement shall be supplied to the grantee within ten (10) days after such a request. The grantee shall be liable for, and the Unit and Parking Unit conveyed shall be subject to, any unpaid Assessment of the grantor in the amount set forth in the statement.

6.5 Enforcement of Lien. The Association shall have the right to enforce any lien for unpaid Assessments, shall have all of the rights and remedies provided for in the Act and shall exercise those rights and remedies as the Board of Directors deems appropriate. The amount of any lien claim shall include interest on the unpaid portion of an Assessment, reasonable attorneys' fees and the actual costs incurred by the Association.

6.6 Real Estate Taxes. Real estate taxes and assessments shall be taxed separately to each Unit Owner for his Unit and separately to each Parking Unit. The Declarant shall be responsible for paying all real estate taxes and assessments assessed against any Unit or Parking Unit which it owns. In the event the Association is assessed for real estate taxes and assessments on any Unit or Parking Unit, then the Unit Owner who owns the Unit or Parking Unit for which the Association is assessed shall pay the real estate taxes and assessments.

SECTION VII
EASEMENTS AND ENCROACHMENTS

7.1 Utility Easements. Easements are hereby declared and granted for the benefit of the Declarant, the Unit Owners and the Association and reserved for the Declarant, its successors and assigns, and the Association for utility purposes, including without limitation, the right to install, lay, maintain, repair and replace water, sewer and gas mains and laterals, telephone wires and equipment, master television, security and communication system and equipment, and electrical conduits and wires and equipment, over, under and along any part of the Common Elements or a Unit or Parking Unit. Notwithstanding the foregoing provisions of this Section VII, unless otherwise approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit or Parking Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit or Parking Unit by the Declarant to a grantee other than the Declarant, or so as not to materially interfere with the use, occupancy or value of the Unit or Parking Unit.

7.2 Construction Easement. Notwithstanding anything to the contrary in this Declaration or any of the Condominium Documents, until the Declarant has completed construction of all improvements to the Common Elements and on the Additional Property and satisfied all of its obligations under any of the Condominium Documents, Declarant reserves an

easement for itself and its duly authorized agents, representatives, and employees, over portions of the Common Elements, and any Units and Parking Units owned by Declarant for construction or renovation on the Property and on the Additional Property or related purposes including: storing tools, machinery, equipment, building materials, appliances, supplies and fixtures; maintaining and correcting drainage of surface, roof or storm water; or taking any other action reasonably necessary. In the event the Declarant exercises its rights under this Section, the Declarant shall, upon completion of the construction, promptly restore the affected property as closely as possible to the condition it was in prior to the construction. Each Unit Owner hereby acknowledges that the activities of the Declarant may temporarily impair the view and cause inconveniences to the Unit Owners.

7.3 Easement to Facilitate Sales. The Declarant reserves the right to use any Units owned or leased by the Declarant as models, management offices, sales offices (for this and other projects) or customer service offices. The Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant. The reservation of this easement to facilitate sales also applies to the Additional Property. This easement shall continue until the Declarant has sold all the Units and Parking Units it owns.

7.4 Support Easement. Each Unit and Parking Unit shall have an easement for structural support over every other Unit and Parking Unit in the Condominium and in the Common Elements, and each Unit, Parking Unit, and the Common Elements shall be subject to an easement for structural support in favor of every other Unit and Parking Unit in the Condominium and the Common Elements.

7.5 Common Elements Easement. The Common Elements are hereby made subject to the following easements in favor of the Units and Parking Unit benefited:

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

(b) for the installation, repair, maintenance, use, removal and/or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which are a part of or serve any Unit and Parking Unit but which encroach into a part of a Common Element adjacent to such Unit or Parking Unit, provided that the installation, repair, maintenance, use, removal or replacement of any such item does not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the Condominium or impair or structurally weaken the Condominium; and

(c) for the maintenance of the encroachment of any lighting devices, outlets, medicine cabinets, shelving, wall safes, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve any Unit or Parking Unit.

7.6 Unit Owner's Grant of Easement. By acceptance of a deed of conveyance, each Unit Owner thereby grants a right of access to his Unit and Parking Unit, including without limitation the right of access provided by Section 703.32 of the Act, to the Association, for the purpose of exercising their respective powers and responsibilities, including without limitation making inspections, correcting any condition originating in a Unit or Parking Unit and threatening another Unit, Parking Unit or the Common Elements, performing installations, alterations or repairs to the mechanical or electrical services or the Common Elements in a Unit, Parking Unit or elsewhere in the Condominium, or to correct any condition which violates the provisions of this Declaration and any of the Condominium Documents; provided, that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. Notwithstanding the foregoing, in case of an emergency, such right of entry shall be immediate and without notice, whether the Unit Owner is present at the time. Any exercise of the rights herein conferred to the extent practicable shall be in a manner so as not to interfere unreasonably with the use of a Unit or Parking Unit.

7.7 Future Easements and Agreements. Declarant, for as long as Declarant shall have ownership in the Property, Additional Property or Condominium, shall have the right without obtaining consent from any Unit Owner or their Mortgagee, to grant easements to, and enter into agreements with, the City of Milwaukee and/or owners of adjacent properties in Declarant's sole discretion, and on terms deemed appropriate by Declarant, so long as such easements and agreements do not materially diminish the rights of any Unit Owner; however, some easements and agreements may increase the Association's budget. By way of example, and not by limitation, such easements and/or agreements may include skywalk easements, party wall agreements, additional riverwalk easements and agreements, maintenance agreements, etc. By acceptance of a deed of conveyance, each Unit Owner thereby grants to Declarant, the right to grant easements pursuant to this section.

7.8 Binding Effect. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on the undersigned, their successors and assigns, and on all Unit Owners, purchasers and Mortgagees and their heirs, executors, administrators, successors and assigns. The Association and the Declarant shall have the authority to execute all documents necessary to carry out the intent of this Section.

7.9 Encroachments. In the event that by reason of construction, reconstruction, settlement or shifting of any portion of the Condominium, or the design or construction of any Unit or Parking Unit, any part of the Common Elements shall at any time encroach upon any part of any Unit or Parking Unit, or any part of any Unit or Parking Unit shall at any time encroach upon any part of the Common Elements or any Unit or Parking Unit shall at any time encroach upon part of any other Unit or Parking Unit, an easement for the continuation and maintenance of such encroachment is hereby established and shall exist for the benefit of such encroaching Unit, Parking Unit or Common Element so long as all or any part of the Condominium

containing such Unit, Parking Unit, or Common Element shall remain standing; provided, however, that in no event shall an easement for any encroachment be created in favor of the owner of any Unit or Parking Unit if such encroachment occurred due to willful and knowing conduct of said owner.

7.10 Title Exceptions. The Condominium is subject to those additional title exceptions as listed on **EXHIBIT E** attached hereto. Additional title exceptions may be added at a later date.

SECTION VIII
MORTGAGE

8.1 Separate Mortgages of Units. No Unit Owner shall have the right or authority to mortgage or otherwise encumber the Property or any part thereof; provided, however, that each Unit Owner shall have the right to Mortgage or encumber his own Unit and Parking Units.

8.2 Mortgagees. When a mortgage is delivered by a Unit Owner to the Mortgagee, the Unit Owner shall simultaneously notify, in writing, the Secretary of the Association of the name and address of such Mortgagee. Upon receipt of such notice, the Secretary of the Association shall instruct the insurer of the Property to add the name of the Mortgagee to the mortgagee loss payable provision of the hazard insurance policy covering the Property and to provide such Mortgagee with a certificate of insurance showing that the Mortgagee's name has been so added.

8.3 List of Mortgagees. The Board of Directors shall maintain a list of Mortgagees from information received by the Unit Owners. The list shall state the name and address of each Mortgagee. Each Mortgagee shall advise the Association as to the priority of its lien on the Unit.

8.4 Liens. The liens for Assessments created under the Act or pursuant to this Declaration or the Bylaws upon the Unit and Parking Unit shall be subject and subordinate to and shall not affect liens for general and special taxes, all unpaid sums on a first Mortgage recorded prior to the making of the Assessment, mechanic's liens filed prior to the making of the Assessment and all unpaid sums on any loan made by the Veterans Administration under Section 45.80 of the Wisconsin Statutes.

8.5 Mortgagee in Possession. A Mortgagee of any Unit or Parking Unit who comes into possession of the Unit or Parking Unit pursuant to the remedies provided in the Mortgage shall take the Unit and Parking Unit free of any claims for unpaid Assessments or charges against the Unit or Parking Unit which accrued prior to the time such Mortgagee comes into possession of the Unit provided that such unpaid Assessments or charges were not unpaid at the time the Mortgage was recorded.

8.6 Rights of Mortgagees. Each Mortgagee, its agent or representative, upon written request to the Board of Directors, shall be entitled thereafter to the following:

(a) notice of any default by the mortgagor of such Unit or Parking Unit in the performance of such mortgagor's obligations under this Declaration or any of the Condominium Documents which is not cured within thirty (30) days;

(b) copies of budgets, notice of any Assessments, or any other notices or statements provided under this Declaration by the Board of Directors to the Unit owner;

(c) copies of any financial statements of the Association which are distributed to the Unit Owners;

(d) copies of notices of meetings of the Unit Owners and the right to be represented at any such meetings by a designated representative;

(e) notice of damage in excess of $5,000.00 to or destruction of any Unit or Parking Unit subject to the Mortgage or any damage to the Common Elements in excess of $10,000.00;

(f) notice of any pending or threatened condemnation or eminent domain proceedings with respect to any part of the Property;

(g) thirty (30) days notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association or any entity responsible for managing the Condominium;

(h) notice of any decision by the Board of Directors to terminate any management of the Property;

(i) notice of any proposed action which would require the consent of Mortgagees pursuant to the Act;

(j) the right to examine the books and records of the Association at any reasonable time and to audit the same at its sole cost;

(k) notice of any Assessment or any other charges levied by the Association which is more than sixty (60) days past due;

(l) notice of any judgment which is rendered against the Association; and

(m) the right to cure a default in the payment of any Assessment.

Unless otherwise stated, the above notices shall be provided to the Mortgagee within a reasonable time after the occurrence of the event which requires a notice to be given by the Association.

8.7 Restrictions on actions of Association. The Association may not take any of the following actions:

(a) encumber the Common Elements; or

(b) assign the future income of the Association, including its right to receive any Assessments.

No provision contained herein shall be deemed to limit the Association's power to grant any easements over the Common Elements.

8.8 Application and Effect. The provisions of this Section 8 shall supersede any inconsistent provision or provisions of this Declaration, the Bylaws or the Rules and Regulations; provided, however, that said provisions shall not be deemed to limit or expand the following:

(a) the right granted to the Declarant to subdivide or relocate the boundaries of Units;

(b) the rights of any Unit Owner and his Mortgagee with respect to matters solely affecting such Unit and/or Mortgage; and/or

(c) the Declarant's right to adopt Special Amendments or the Declarant's rights to sell or lease Units and Parking Units as more specifically described in Section 17.

(d) the exercise or termination of the right of the Declarant to expand the Condominium pursuant to this Declaration, which exercise or termination shall not require the consent of any Unit Owner or Mortgagee.

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

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

SECTION IX
BOUNDARY RELOCATION AND SUBDIVISION OF UNITS

9.1 Relocation of Unit Boundaries. Any Unit Owner may purchase two adjoining Units and remove any portion of the common wall between such Units if:

(a) the structural integrity and value of the Common Elements or the Unit are not adversely affected;

(b) the Unit Owner submits a written proposal to an Officer of the Association which proposal includes:

(i) plats and plans, reflecting the altered boundaries and the dimensions thereof between the Units and the Units identifying number (such plats and plans

shall be certified as to their accuracy in compliance with 703.13(6) of the Act by a civil engineer, architect or licensed land surveyor); and

(ii) drafts of the proposed amendment to the Declaration necessary to accomplish such relocation;

(c) within thirty (30) days after the Association receives all of the items required by Section 9.1(b) and the Board of Directors has approved the relocation of the Unit boundaries, the Association shall submit the proposed amendment to this Declaration to all Unit Owners and their Mortgagees who must execute the Amendment upon the request of the Board of Directors;

(d) the amendment to this Declaration shall reflect the relocation of any Units;

(e) if the proposed amendment to this Declaration is duly approved by the Board of Directors, the Association shall cause such amendment and related documents to be recorded; and

(f) all expenses relating to the matters referred to in this Section 9.1, including all expenses incurred by the Association, shall be paid by the affected Unit Owners as a condition precedent to the amendment to this Declaration and the recording of related documents.

The relocation of the boundaries shall be effective as of the date the amended Declaration is recorded. Any Unit Owner which owns the two such Units shall be responsible for paying all Assessments against both Units regardless of whether the Units are treated as one (1) Unit after the removal of the applicable portion of the common wall. Notwithstanding anything to the contrary stated herein, the Declarant may relocate boundaries between Units it owns by recording a Special Amendment and the Declarant may, on one or more occasions, combine existing Units into one (1) Unit, however, the Owner of such Unit, as combined, will be responsible for the payment of two (2) Assessments regardless of whether the Units are treated as only one (1) Unit.

9.2 Liens on Work and Indemnification. All work in connection with a relocation of Unit boundaries of a Unit shall be completed in a good, workmanlike manner and free from all liens. The Unit Owner who initiates or whose actual boundaries are relocated shall indemnify and hold harmless the other Unit Owners, the Board, the Declarant and the Association from and against all claims of third parties for personal injury or property damage from work performed in connection with any relocation. The Board of Directors shall have the authority to assess a Special Assessment against any Unit for any cost incurred by the Association as a result of nonpayment of relocation cost by the Unit Owner.

SECTION X
MAINTENANCE, ALTERATION AND IMPROVEMENT OF CONDOMINIUM

10.1 Responsibility of Unit Owners. Each Unit Owner, at his sole expense, shall be responsible for keeping his Unit, including without limitation, all of the equipment, fixtures and appurtenances located on or upon the Unit in good order, condition and repair and in a clean and sanitary condition. Without in any way limiting the foregoing, each Unit Owner shall be responsible for the maintenance, repair or replacement of, any lighting fixtures, refrigerators, ranges, plumbing fixtures, fireplaces, dishwashers, disposals, laundry equipment (such as washers and dryers), the air conditioning, heating and hot water systems and equipment, any chutes, flues, exhaust fans, ducts, conduits, wires, cables, electrical, security, telephone, television and other communication systems, water, sewer and gas mains and laterals and all other utility lines and distribution systems and fixtures and any portions thereof exclusively serving that Unit, while any portions thereof serving more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements. Notwithstanding the foregoing, a portion of the air conditioning system and the utility meters for each Unit will be located in a Common Area and the Unit Owner to which such air conditioning system and utility meters appertains shall be solely responsible for maintaining such air conditioning system and utility meters. For purposes of uniformity, the Association shall replace, repair, paint, maintain and adorn external features such as entry doors, screens, windows and other similar items which are visible from the Common Elements or outside the Condominium and portions of any conduits, wires, cables, water, sewer and gas mains and laterals and all other utility lines and distribution systems lying above or under any Common Element, except for the air conditioning system and utility meters as noted above; provided, however, the individual Unit Owner who owns the Unit which such entry doors, screens, windows and other items are a part of and/or service and the Unit Owners' Unit to which such portions of any conduits, wires, cables, water, sewer and gas mains and laterals and all other utility lines and distribution systems lying above or under any Common Element shall pay the cost incurred by the Association in replacing, repairing, painting, maintaining and adorning such items. In furtherance of the foregoing, the Unit Owner of the Commercial Unit shall be solely responsible for all maintenance and improvements, interior and exterior, associated with the Commercial Unit. Each Unit Owner shall be solely responsible for the cost of repair of any damage to the Condominium caused by the Unit Owner's failure to discharge his obligation hereunder. If a Unit Owner fails to discharge his obligations hereunder, then the Association shall have the right, but not the obligation, to discharge such obligations on behalf of the Unit Owner and any of the costs so incurred by the Association are not promptly repaid to the Association, then the Board of Directors shall assess a Special Assessment against the Unit for such expense.

10.2 Responsibility of Association. The Association shall be responsible for the management and control of the Common Elements and Parking Units and shall cause the same to be maintained, repaired and kept in good condition, order and repair. Without in any way limiting the foregoing, the Association shall be responsible, at the expense of the Association, for the following:

(a) such actions as may be necessary to maintain the Pool and Clubhouse Common Area, the Boat Dock Limited Common Area and the Public Riverwalk;

(b) paving and striping of Parking Units;

(c) all painting, repairing, restoration, general maintenance and decorating of any exterior walls and doors, windows and roofs;

(d) lawn care, including landscaping, fertilizing, watering, weed control, tree pruning, grass cutting, edging and trimming, as required;

(e) snow and ice removal from paved sidewalks, driveways and parking areas of the Property;

(f) maintenance, repair or restoration of sidewalks, walkways, driveways and parking areas of the Property;

(g) maintenance, repair and replacement of electrical wiring and lighting systems and pipes and ducts in Common Elements;

(h) purchase, maintenance, repair, replacement and storage of equipment and materials required to accomplish the foregoing; and

(i) the items which the Association is responsible for maintaining pursuant to Section 10.1.

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

10.4 Alterations. Except as permitted by the Rules and Regulations, a Unit Owner is prohibited from making any alteration, installation, removal, reconstruction or repair to the exterior of his Unit or any portion of his Unit which is visible from outside the Condominium or the Common Elements. A Unit Owner may not make any alterations to a Parking Unit. No remodeling or alterations shall be made to the interior of any Unit without the prior written consent of the Board of Directors including, but not limited to, remodeling or alterations affecting the plumbing, gas and electrical fixtures and lines and location of walls. In any event, all bedrooms must be carpeted.

10.5 Damage to Units and to Common Elements. Notwithstanding any provision herein to the contrary, in the event that the Association, or any individual or entity acting on behalf of the Association, damages any portion of a Unit, Parking Unit or Common Element while making any repair or renovation to any portion of a Common Element, then the Association shall be responsible for promptly repairing and restoring any portion of any such Unit, Parking Unit or Common Element to the condition in which it existed prior to the Association's actions. Notwithstanding Section 10.2, in the event that any Unit Owner, or any individual or entity acting on behalf of any Unit Owner, damages any portion of a Common Element or Parking Unit while making a repair or renovation to his Unit or in the event that any Unit Owner, his family members, employees, agents, guests or invitees damage any portion of any Parking Unit or Common Element while using the same, then the Association shall be responsible for promptly repairing and restoring the portion of the Parking Unit or Common Element which was damaged to the condition in which it existed prior to such event and the Unit

Owner shall be responsible for paying the cost incurred by the Association in repairing and restoring the Parking Unit or Common Element.

SECTION XI
REPAIR OR RECONSTRUCTION

11.1 Repair or Reconstruction of Condominium. In the event the Common Elements are destroyed or damaged in part or in total, the Association shall within ninety (90) days from the date of the destruction or damage to commence repair or reconstruction to the destruction or damage; provided, that the Association receives sufficient insurance proceeds to repair or reconstruct the destruction or damage. If the Common Elements are damaged to an extent that the amount of damage exceeds One Hundred percent (100%) of the available insurance proceeds, then the Condominium shall be subject to an action for partition upon obtaining the written consent of the Unit Owners, within ninety (90) days after the date of destruction or damage, holding one hundred percent (100%) or more of the votes in the Association. All Unit Owners whose Unit is subject to a Mortgage shall first obtain his Mortgagee's written consent to the Unit Owner's intended vote. In the event the damage exceeds the available insurance proceeds and one hundred percent (100%) or more of the Unit Owners do not vote in favor of partition, the Common Elements shall be reconstructed or repaired by the Association and all the repairs or reconstruction cost in excess of insurance proceeds shall be a Common Expense. The designs, plans and specifications of the reconstruction or repair may vary from the original construction upon approval of the Association. In the event of partition, the net proceeds of sale together with any net proceeds of insurance obtained by the Association shall be considered as one fund and shall be equitably divided among all Unit Owners and shall be distributed in accordance with the priority of interest in each Unit. Any Mortgagee may require that the net proceeds of any insurance payments, payable to the Unit Owner who granted the Mortgagee its Mortgage, be paid directly to a trustee designated by the Mortgagee.

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

(a) Taking of Common Elements. Following the taking of all or a part of the Common Elements, the Association shall promptly undertake to restore the affected Common Elements to a condition compatible with the balance of the Property. Any costs of reconstruction in excess of the condemnation award shall be a Common Expense payable by the Unit Owners as equitably determined by the Board. However, if the value of the taking exceeds the value of the remaining Common Elements to the extent that, in the judgment of the Association, reconstruction or restoration is not practical, the Condominium shall be subject to an action for partition upon obtaining the written consent of the Unit Owners having one hundred percent (100%) or more of the vote in the Association. All Unit Owners whose Unit is subject to a Mortgage shall first obtain his Mortgagee's written consent to the Unit Owner's intended vote. In the case of partition, the net proceeds of sale, together with any net proceeds of the award of taking, shall be considered as one fund and shall be divided among all Unit Owners in proportion to their Allocated Interests and appurtenant interest in the Boat Dock Limited Common Area and shall be distributed in accordance with the priority of interests in each Unit. Any Mortgagee may

require that the net proceeds of the award from any taking, payable to the Unit Owner who granted the Mortgagee its Mortgage, be paid directly to a trustee designated by the Mortgagee.

(b) Taking of Unit. Following a taking of all or substantially all of one or more Units or Parking Units, such that the restoration or reconstruction of the Unit, Units, Parking Unit or Parking Units is not practical, the affected Unit Owners and their Mortgagees, if any, as their respective interests may appear, shall be entitled to receive the full amount of the award for the taking of their Units or Parking Units. The affected Unit Owners, upon receipt of the full amount of the award for the taking of their Units, but not Parking Units, shall release and relinquish any and all interests in their Units, the Condominium Property, and the Common Elements of the Condominium. The remaining Unit Owners shall thereafter file an amendment to this Declaration which would change the description of Property and improvements subject to the Declaration and the portion of the Property designated as Units and Common Elements and change the Allocated Interest appurtenant to each Unit or Parking Units.

(c) Taking of a Portion of a Unit. In the event that a portion of any Unit is taken and the Unit is repaired or reconstructed, the Allocated Interests and vote appurtenant to such Unit shall remain unchanged.

11.3 Association as Designated Agent. The Association shall act as the designated agent and/or attorney-in-fact for each Unit Owner and their Mortgagees for the purpose of representing, negotiating and settling any proceeds or awards to be made to the Association or any Unit Owner on account of any casualty damage to the Condominium or eminent domain proceedings which involve the Condominium.

SECTION XII
RESTRICTIONS ON USE, OCCUPANCY AND TRANSFER

12.1 Limitations. Each Unit Owner, its agents, representatives, guests, tenants and invitees shall be subject to the restrictions set forth in this Declaration and the Condominium Documents, as amended from time to time, including without limitation, that the residential Units are intended for and restricted exclusively to residential uses and no Unit Owner shall use his Unit or Parking Unit for any commercial or retail activity; provided, however, that (i) the Declarant reserves the right to use various Units as a sample, model or sales office or management office for the Condominium or other projects, (ii) the Commercial Units may be used for offices or the operation of retail establishments, and (iii) the Pool and Clubhouse Area may be used only by lessees of the adjacent marina and their guests, without the necessity of owning or leasing a Unit, and by residential Unit Owners and their tenants and guests. Commercial Unit owners and their tenants are specifically excluded from using the Pool and Clubhouse Area.

12.2 Declarant's Right to Alienate. The Declarant shall have the right to alienate the Units or Parking Units by deed, land contract, lease or by such other means of conveyance as it may choose, and in the event Declarant shall be required to foreclose or otherwise recover possession of any Unit or Parking Units, Declarant shall be free to dispose of any such Unit or Parking Units by any means the Declarant chooses. This Section may not be amended or repealed by the Association.

12.3 Unit Owner's Restrictions on Leasing. The Declarant shall use its reasonable efforts to sell the Units and Parking Units it owns; provided, however, the Declarant may lease any Unit, Parking Unit or Boat Slip to any individual or entity (including individuals or entities which are not Unit Owners) on such terms and conditions as it desires prior to the sale of such Unit or Parking Unit. A Unit Owner other than the Declarant may lease his residential Unit or Parking Unit provided (i) the leasing is consistent with the Rules and Regulations promulgated by the Association, (ii) Boat Slips and Parking Units are leased only in conjunction with the leasing of a Unit; (iii) the Unit Owner complies with Section 703.315 of the Act; and (iv) the following requirements shall apply:

(a) No rooms in any Unit may be rented and no transient tenants may be accommodated.

(b) Within five (5) business days after entering into or renewing a written Condominium Rental Agreement, as defined in the Act, the Unit Owner shall provide a copy of the Condominium Rental Agreement to the Association.

(c) Before a Tenant, as defined in the Act, occupies a Unit, the Unit Owner shall provide a copy of the Declaration, Bylaws and Rules and Regulations to the Tenant or place the information

(d) The Tenant agrees to comply with the Condominium Documents.

The Association shall keep a copy of any Condominium Rental Agreement on file while the agreement is in effect. The Association may contact or give notice to the Tenant or Unit Owner by:

(i) Making the contact or giving the notice by the means indicated by the Tenant or Unit Owner in writing to the Association;

(ii) If subparagraph (a) above does not apply, then by any method set forth under Wisconsin Statute Section 704.21(1)(a) to (e), in the case of the Tenant, or by a method set forth under Wisconsin Statute Section 704.21(2)(a) to (d), in the case of the Unit Owner.

(iii) Notwithstanding a Unit Owner's compliance with the requirements of this Section 9, the Unit owner shall be responsible for all acts of its Tenant and no provision in Condominium documents shall be construed to relieve a Unit Owner from liability or responsibility for the Tenant's non-compliance with the Condominium Documents. Each Unit Owner is responsible for its Tenant's compliance with the Condominium Documents. Further, the Association may, but is not obligated to, enforce any Condominium Rental Agreement including, but not limited to, evicting Tenants for non-compliance with the Condominium Documents."a) above does not apply, then by any method set forth under Wisconsin Statute Section 704.21(1)(a) to (e), in the case of the Tenant, or by a method set forth under Wisconsin Statute Section 704.21(2)(a) to (d), in the case of the Unit Owner.

Notwithstanding a Unit Owner's compliance with the requirements of this Section 9, the Unit owner shall be responsible for all acts of its Tenant and no provision in Condominium documents shall be construed to relieve a Unit Owner from liability or responsibility for the Tenant's non-compliance with the Condominium Documents. Each Unit Owner is responsible for its Tenant's compliance with the Condominium Documents. Further, the Association may, but is not obligated to, enforce any Condominium Rental Agreement including, but not limited to, evicting Tenants for non-compliance with the Condominium Documents.

12.4 Unlawful Use of Condominium or Unit. No unlawful use may be made of the Condominium or any part thereof and each Unit Owner shall strictly comply with all valid laws, orders, rules and regulations of all governmental agencies having jurisdiction. Compliance with any legal requirements shall be accomplished by and at the sole expense of the Unit Owner or the Board of Directors, as the case may be, whichever shall have the obligation under this Declaration to maintain and repair the portion of the Condominium affected by any such legal requirements. Each Unit Owner shall give prompt notice to the Board of Directors of any written notice he receives of the violation of any legal requirements affecting his Unit or the Condominium. Notwithstanding the foregoing provisions, any Unit Owner may, at his expense, defer compliance with and contest, by appropriate proceedings prosecuted diligently and in good faith, the validity or applicability of any legal requirements affecting any portion of the Condominium which such Unit Owner is obligated to maintain and repair, and the Board of Directors shall cooperate with such Unit Owner in such proceedings, provided that:

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

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

(c) noncompliance shall not create a dangerous condition or constitute a crime or an offense punishable by fine or imprisonment;

(d) no part of any Condominium shall be subject to being condemned or vacated by reason of noncompliance or otherwise by reason of such contest; and

(e) such Unit Owner shall, if required by the Association, post a bond to ensure compliance with his obligations hereunder.

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

12.5 Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit, Parking Unit or in the Common Elements, except that the Association may promulgate rules regarding pets provided that such animals are not maintained for commercial or breeding purposes.

12.6 Transfer of Use of Boat Slips in Boat Dock Limited Common Area. Any Boat Slip in the Boat Dock Limited Common Area may be assigned or transferred by its appurtenant Unit Owner to another Unit by a deed or instrument of assignment recorded in the Milwaukee County real property records by describing such Boat Slip in such deed or assignment with reference to the Plat and providing a copy of such deed or assignment instrument to the Association for its records, whereupon such Boat Slip shall be appurtenant to and reserved for the exclusive use, except as provided in this Declaration, of the Unit referenced in such deed or assignment.

12.7 Boat Slip Permits

(a) Prior to the sale or deed of Boat Slips, the Association shall set forth in the Rules and Regulations the Association's requirements for issuing Boat Slip permits to Unit Owners.

(b) Declarant, for as long as the Declarant shall have ownership in the Property or Condominium, and when the Declarant no longer has an interest in the Property or Condominium, then the Board of Directors, shall have the sole right and power, and each Unit Owner by virtue of purchasing a Unit in the Condominium and without the requirement of any additional action or writing, irrevocably grants, assigns and sets over to Declarant, or the Board of Directors, as applicable, the sole right and power to apply for, and act on behalf of all Unit Owners with respect to any permits to build, maintain, repair, replace or take any other action regarding the Boat Slips. Each Unit Owner waives any right such Owner may have to participate in the permitting process pursuant to any statute, law or regulation including, but not limited to, Wisconsin Statute Section 30.12.

(c) Notwithstanding anything to the contrary in this Declaration or the Condominium Documents, all Owners of Units to which a Boat Slip appertains shall comply with the requirements of the Wisconsin Department of Natural Resources (DNR) and those portions of any pier permit issued by the DNR affecting the Boat Dock Limited Common Area.

12.8 Use of Common Elements. Declarant, for as long as the Declarant shall have ownership in the Property or Condominium, and when the Declarant no longer has an interest in the Property or Condominium, then the Board of Directors, shall have the right and power, for a reasonable fee, to allow non-Unit Owners to (1) lease a Boat Slip, and (2) use the Pool and Clubhouse Common Area if such non-Unit Owners lease a Boat Slip which is a part of the Condominium, or a boat slip which is a part of the Harbor Front Marina Boat Slips, or the Public Marina Boat Slips as depicted on the expansion plans for the Additional Property.

SECTION XIII
INSURANCE

13.1 Insurance. The Association shall maintain fire and broad form extended coverage insurance on the Condominium, including, but not limited to the Public Riverwalk and water taxi area, and any fixtures owned by the Association and the Unit Owners (but excluding the personal property of the Unit Owner), in an amount not less than the replacement value of the Condominium and fixtures from time to time, including endorsements for automatic changes in

insurance coverage as fluctuating values may warrant, contingency endorsements covering nonconforming use and a Special Condominium Endorsement. To the extent reasonably possible, the insurance shall provide (i) that the insurer waives its rights of subrogation as to any claim against Unit Owners, the Association, the Board of Directors, the Declarant and their respective servants, agents, family members, employees and guests, and (ii) that the insurance cannot be cancelled, invalidated or suspended on account of the conduct of any one or more Unit Owners, or the Association, or their servants, agents, family members, employees and guests, without thirty (30) days' prior written notice to the Association and which notice gives the Association an opportunity to cure the defect within that time. All required insurance shall be issued by an insurance company with a B general policyholder's rating and of a class III financial size category in the Best's Key Rating Guide. The amount of protection and the types of hazards to be covered shall be reviewed by the Association at least semi-annually and the amount of coverage may be increased or decreased at any time it is deemed necessary by the Association to conform to the requirements of replacement value insurance. Any Mortgagee may receive an insurance certificate upon ten (10) days prior written notice. The insurance shall be obtained in the name of the Association as trustee for each of the Unit Owners and their respective Mortgagees.

13.2 Premiums and Deductibles. If the Association determines that it is economically feasible to procure insurance coverage from a company which will allocate insurance expenses to each Unit, Parking Unit and Limited Common Elements individually, then each Unit Owner shall pay to the Association the amount of the insurance expense allocated to his Unit, Parking Unit and the Limited Common Elements appurtenant to his Unit. If the Association determines that it is not economically feasible to procure insurance with a company which will allocate the cost of the insurance to each Unit, Parking Unit and Limited Common Elements individually, then each Unit Owner's proportionate share of insurance expenses shall be determined by multiplying the amount of such insurance by a fraction, the numerator of which shall be the number of square feet of floor area in the Unit, Parking Unit or Limited Common Element, to which the cost is being allocated and the denominator of which shall be the total number of square feet of floor area of all the Units, Parking Units and Limited Common Elements as applicable. The Unit Owner's proportionate share shall be calculated as follows:

Floor Area of Unit (or Parking Unit or Limited Common Element)
x 100% Total # of Square Feet of Floor Area of All Units (or
Parking Units or Limited Common Elements)

If the Association determines that it is economically feasible to obtain insurance with a company which will allocate the deductible to each Unit, Parking Unit and Common Element damaged, then the deductible portion of the insurance expense which relates to a particular Unit, Parking Unit and/or Limited Common Element shall be paid by the Unit Owner(s) whose Unit(s) or Limited Common Element(s) have been damaged and the Association shall pay the deductible which relates to that portion of the General Common Elements damaged. If the Association determines that it is not economically feasible to obtain insurance with a company which will allocate the deductible to each Unit, Parking Unit and Common Element damaged, then: (i) that portion of the deductible allocated to the General Common Elements which were damaged and payable as a Common Expense shall be determined by dividing the value of the loss to the General Common Elements by the value of the total loss for the particular occurrence multiplied

by the amount of the deductible; and (ii) that portion of the deductible allocated as an expense to a Unit and Parking Unit shall be determined by dividing the value of the loss to the Unit, Parking Unit and the Limited Common Elements which appertain to that Unit by the value of the total loss multiplied by the amount of the deductible. The Association shall have the right to assess a Special Assessment against any Unit Owner, and his Unit and Parking Unit, for any portion of a premium or deductible which is payable by the Unit Owner. The portion of the deductible for any insurance policy which is treated as a Common Expense may not exceed the lesser of Ten Thousand Dollars ($10,000.00) or one percent (1%) of the policy face amount.

13.3 Proceeds of Insurance. In the event of partial or total destruction of the Condominium and it is determined to repair or reconstruct the Condominium, the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost of repairing and reconstructing the portions of the Condominium which were damaged pursuant to Section 11.1.

13.4 Public Liability Insurance. The Association shall provide public liability insurance covering the Common Elements in such amounts as may be determined at the discretion of the Board of Directors from time to time; provided, however, the amount of coverage shall not be less than Two Million Dollars ($2,000,000.00) per single occurrence. The insurance coverage shall preclude the insurer's denial of a Unit Owner's claim because of the negligent acts of the Association or any Unit Owner or such Unit Owner's family members, employees, agents, guests and invitees. The Association may also provide worker's compensation insurance, directors' and officers' liability insurance in such amounts as is determined by the Board of Directors to be necessary from time to time.

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

13.6 Separate Insurance. Each Unit Owner shall be responsible for obtaining liability insurance for his own Unit, Parking Unit, Boat Slip and casualty insurance for his personal property. In addition, the Owners of the Commercial Units or their lessees shall maintain insurance on all fixtures and personal property located in, and appurtenant to, the Commercial Units, and shall secure and maintain commercial public liability insurance with single occurrence coverage of not less than One Million Dollars ($1,000,000.00).

SECTION XIV
PROHIBITION ON PARTITION OF COMMON ELEMENTS

14.1 Partition of Common Elements. The percentage of the undivided interest in the Common Elements shall not be separated from the Unit to which it appertains. No Unit Owner shall execute any deed, mortgage, or other instrument affecting title to such Unit ownership without including therein both his interest in the Unit and his corresponding Allocated Interest in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership; provided, however, any Unit Owner may transfer his appurtenant interest in its Boat Slip to another Unit Owner, but not to a non-Unit Owner. Except for the Parking Units owned or leased by the Declarant, only Unit Owners may own Parking Units. The Declarant may continue to own and lease Parking Units after it sells or conveys all Units.

SECTION XV
DISCLAIMER OF LIABILITY OF ASSOCIATION

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

15.2 Storage Areas and Parking Areas. Each Unit Owner shall be responsible for his personal property located in the storage areas of the Common Elements, if any, and in the Parking Units. Notwithstanding anything to the contrary contained in this Declaration, neither the Board of Directors, the Association, any Unit Owner nor the Declarant shall be (i) considered a bailee of any personal property of a Unit Owner stored in the Common Elements (including without limitation, property located in the storage areas of the Property and vehicles parked in the Parking Units), whether exclusive possession of any particular area shall be given to any Unit Owner for storage or parking purposes, or (ii) responsible for the security of such personal property or for any loss or damage thereto.

SECTION XVI
EXPANSION OF CONDOMINIUM

16.1 Option to Expand. The Declarant, its successors and assigns, for a period of ten (10) years from the date of the recording of this Declaration, hereby expressly reserves an option to expand the Condominium and the Property in compliance with Section 703.26 of the Act without the consent of any Unit Owner or Mortgagee. Declarant shall be under no obligation to and makes no representations that it will expand or construct any part or all of the Condominium. The option to expand is also subject to the following:

(a) The Declarant expressly reserves the unqualified right to add all or any portion(s) of the Additional Property, to add additional Units, Parking Units and boat slips or to do one or any combination of the foregoing at any time or from time to time at different times within the aforesaid ten (10) year period. The total area of Additional Property added to the Condominium shall not exceed the total area of the Additional Property as described in **EXHIBIT B**.

(b) The maximum number of Units to be constructed on the Property and Additional Property will not exceed 206. The maximum number of Parking Units to be constructed on the Property and Additional Property will not exceed 292. The maximum number of Boat Slips to be constructed on the Property and Additional Property will not exceed 23.

(c) Upon each expansion of the Condominium, Declarant shall execute and record an amendment to this Declaration, which shall describe the Additional Property to be added to the Condominium, the number of Units to be added, a description of the additional Units and any additional Common Elements, the Allocated Interest of each Unit, and any complementary additions and modifications to the Declaration as may be necessary and desirable to reflect the different character, if applicable, of the Additional Property being submitted to the Declaration, including a provision for additional easements, or to reflect any adjustments to the Common Expenses in connection with the Condominium as expanded.

(d) The Declarant has the sole right to determine the location, size, quality and other similar features of the Additional Property, including, without limitation, the Limited Common Elements, the General Common Elements and the Units and Parking Units. The Additional Property if added to the Condominium shall be subject to the same use restrictions contained herein.

(e) In the event the Declarant exercises its right to expand the Condominium pursuant hereto, then upon any such expansion all references in this Declaration to the "Buildings," the "Condominium," "Units," "Property," "Unit Owners," "Association," "Common Expenses," "Parking Units" and all other terms which refer to the Condominium automatically shall refer to the Condominium as expanded.

(f) In the event the Condominium is expanded, the Allocated Interests shall be adjusted as set forth herein and the Common Expenses, Assessments and other similar expenses assessed by this Declaration and any other Condominium Document shall be adjusted according to the then existing needs of the Condominium.

(g) In the event the Condominium is expanded, Unit Owners of Units added to this Declaration shall be entitled to vote, upon the recording of the amendment to this Declaration which adds the Units to the Condominium and pursuant to the voting schedule set forth herein or as may be set forth in the amendment to expand.

(h) In the event the Declarant shall not add to the Condominium all or any portion of the Additional Property, the Declarant nevertheless shall have the right to construct, renovate or remodel all or any portion of any improvements on the Additional

Property and to operate the same without restriction, and the Declarant specifically reserves the rights and easements set forth in Section 7 of this Declaration which benefit Declarant.

(i) In the event the Condominium is expanded to include that portion of the Additional Property designated on **EXHIBITS B** and **D** as the Upstream Parcel, Declarant may, but is not limited or obligated to, develop such Upstream Parcel as follows:

(i) Extend the seven-story Phase 2 building upstream forty-five (45) feet and add ten (10) Units and twenty (20) Parking Units;

(ii) Construct a one-story retail building limited to eighteen (18) feet in height with parking below at the end of the Phase 2 building;

(iii) Construct surface parking; and/or

(iv) Any combination of the above, none of the above, or construct such other improvements as determined solely by Declarant.

(j) In the event the Condominium is not expanded to include the Upstream Parcel, Declarant may, but is not limited or obligated to, develop such Upstream Parcel as follows:

(i) Adjust the lot line between the Upstream Parcel and the Proposed Phase 2 Land, as described on **EXHIBIT D**, to allow for the construction of a one-story freestanding commercial building, limited to eighteen (18) feet in height, on the Upstream Parcel; or

(ii) Any other improvements or developments as determined solely by Declarant.

16.2 Consent to Expansion. By acceptance by any grantee of a deed of conveyance of a Unit, and by acceptance by any Mortgagee of a mortgage, such grantee and Mortgagee are hereby deemed to agree to the expansion of the Condominium and shall make no attempts to prevent the expansion of the Condominium in the event the Declarant decides to exercise its option to expand the Condominium.

SECTION XVII
AMENDMENT TO DECLARATION

17.1 Amendment. Except as otherwise provided by the Act, in this Declaration, or except as necessary to reflect an exercise or termination of Declarant's right to expand the Condominium (in which event the Declaration may be amended solely by the Declarant without the consent of any other party), this Declaration may be amended by the agreement of Unit Owners having at least sixty-seven percent (67%) of the votes in the Association and in the manner provided by Section 703.09(2) of the Act. All Unit Owners whose Unit is subject to a Mortgage shall first obtain his Mortgagees written consent to the Unit Owner's to vote in favor of or against any amendment on a form satisfactory to the Board of Directors. The failure of any Unit Owner or Mortgagee to respond to any notice of a proposed amendment within thirty (30)

days after the notice is delivered to it, shall be deemed implied consent by the Unit Owner or the Mortgagee to any such amendment, provided the notice was delivered by certified or registered mail with return receipt requested. Copies of Amendments shall be certified by the President and Secretary of the Association in a form suitable for recording. A copy of the amendments shall be recorded in the Office of the Register of Deeds of Milwaukee County and such amendment shall be effective at the time it is recorded. A copy of the amendment shall be mailed or personally delivered to each Unit Owner at his address as stated on the Membership Roster. So long as the Declarant owns one or more Units or Parking Units, the Condominium Documents shall not be amended in any manner which would (i) prevent or unreasonably interfere with the Declarant's right to sell, lease or otherwise dispose of such Units or Parking Units, (ii) impair the Declarant's use of any Units, or Parking Units, (iii) unreasonably or inequitably increase any Assessments to be paid by Declarant, (iv) allow the construction of any improvements which would in any manner interfere with the use of Units or Parking Units, and (v) impair Declarant's right to sell, lease or operate any Commercial Unit.

17.2 Special Amendments. Declarant, for as long as the Declarant shall have ownership in the Property, Additional Property or Condominium, and when the Declarant no longer has an interest in the Property, Additional Property or Condominium then the Board of Directors, shall have the right and power to record Special Amendments to this Declaration at any time and from time to time which amends this Declaration without further consent by any Unit Owner or Mortgagee (i) to comply with requirements of the FNMA, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or an other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities or any institutional lender issuing a commitment to make Mortgage loans covering twenty percent (20%) or more of the Units, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee Mortgages, (iii) to conform this Declaration with the requirements of the Act, (iv) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto, (v) to conform this Declaration and the Plat to the requirements of the Wisconsin Department of Natural Resources relating to any riparian rights, if any, (vi) the Declarant only may record a Special Amendment to relocate Unit boundaries as described herein and to combine two (2) or more Units into a single Unit or divide Commercial Units into more Commercial Units as described in Sections 4.1 and 9.1, and/or (vii) to eliminate inconsistencies between this Declaration and other Condominium Documents. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to make or consent to a Special Amendment on behalf of each Unit Owner and Mortgagee. Each deed, Mortgage or other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power reserved to Declarant to make, execute and record Special Amendments. The rights reserved to the Declarant under this Section 17.2 shall terminate at such time as the Declarant no longer holds or controls title to any part of the Property.

SECTION XVIII
TERMINATION OF CONDOMINIUM

18.1 Termination of the Condominium. The Condominium may be terminated upon the approval of a Termination Agreement by a vote of the Unit Owners holding one hundred percent (100%) of the votes in the Association. A Unit Owner whose Unit is subject to a Mortgage shall first obtain his Mortgagee's written consent to the vote. The Termination Agreement, which shall be executed by those who voted in favor of termination, shall include provisions relating to the use and maintenance of Common Elements after termination. The Termination Agreement shall also provide for the allocation and transfer of title to the Common Elements such that title to the Common Elements, other than the Limited Common Elements, shall be vested in the successors to the Unit Owners as tenants-in-common in proportion to their predecessor Unit Owner's Allocated Interest and title to Limited Common Elements shall be vested in the former Unit or Units to which they appertain, individually or as tenants-in-common, as the case may be. The termination agreement shall be recorded in the Register of Deeds office for Milwaukee County.

SECTION XIX
ADDITIONAL PROVISIONS

19.1 Rights of Action. If the Declarant, Association, any Unit Owner or any other individual or entity subject to this Declaration or any Condominium Document fails to comply with any provision of the same, then the Declarant, the Association or any Unit Owner adversely affected shall have a claim for appropriate relief.

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

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

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

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

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

19.7 Conveyance of Additional Property. Declarant may convey additional real estate, improved or unimproved, which upon conveyance or dedication to the Unit Owners shall be

accepted by the Unit Owners and thereafter shall be maintained by the Association at its expense for the benefits of all its Members; provided, however, the Declarant may not convey or dedicate to the Unit Owners any property which is not part of the Additional Property.

19.8 Registered Agent. The registered agent for service of process shall be Jeffrey A. Natrop, 643 Erie Street, Milwaukee, WI 53204 or such other person or entity as may be designated by the Board of Directors of the Association and upon proper filing of said name with the Register of Deeds for Milwaukee County, Wisconsin, and with the Secretary of State of the State of Wisconsin.

19.9 Successors and Assigns of Declarant. Declarant may assign its rights and obligations as a declarant pursuant to the Condominium Documents to any individual or entity designated in writing by Declarant. If Declarant assigns its rights as a declarant pursuant to this Declaration, Declarant shall execute, deliver and record a Special Amendment which designates to whom the Declarant has assigned its rights and obligations. No Unit Owner will acquire any rights as a declarant of the Declarant merely by purchasing a Unit.

[SIGNATURES ON NEXT PAGE]

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

FRONTAGE, LLC

Peter S. Renner, Member

Jeffrey A. Natrop, Member

The GUNNAR M. RENNER IRREVOCABLE TRUST, Member

By: Bruce Krueger, Trustee

The PIPER F. RENNER IRREVOCABLE TRUST, Member

By: Bruce Krueger, Trustee

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

Personally came before me this 3rd day of JUNE, 2005, the above named Peter S. Renner and Jeffrey A. Natrop, as members of Frontage, LLC, and to me known to be the persons who executed the foregoing instrument in and acknowledged the same in such capacity.

Notary Public, State of Wisconsin
My Commission: 3/25/07

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

Personally came before me this 3rd day of JUNE, 2005, the above named Bruce Krueger, as Trustee of the GUNNAR M. RENNER IRREVOCABLE TRUST, and to me known to be the person who executed the foregoing instrument in and acknowledged the same in such capacity.

Deborah E. Mettke
Notary Public, State of Wisconsin
My Commission: 3/25/07

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

Personally came before me this 3rd day of JUNE, 2005, the above named Bruce Krueger, as Trustee of the PIPER F. RENNER IRREVOCABLE TRUST, and to me known to be the person who executed the foregoing instrument in and acknowledged the same in such capacity.

Deborah E. Mettke
Notary Public, State of Wisconsin
My Commission: 3/25/07

THIS INSTRUMENT WAS DRAFTED BY AND
UPON RECORDING SHOULD BE RETURNED TO:

Susan C. Sorrentino
Godfrey & Kahn, S.C.
N21 W23350 Ridgeview Parkway
Waukesha, WI 53188

MW726466_10.DOC

CONSENT OF MORTGAGEE

The undersigned, holder of a mortgage encumbering The Harbor Front, a Condominium, hereby consents to the foregoing Declaration of The Harbor Front, a Condominium.

M & I Marshall & Ilsley Bank

By: _____
Name: Geoffrey R Nauth

STATE OF WISCONSIN)
) SS
COUNTY OF)

Personally came before me this 3rd day of JUNE, 2005, the above-named GEOFFREY R. NAUTH as VICE PRESIDENT of M & I Marshall & Ilsley Bank to me known to be the person who executed the foregoing document and acknowledged the same.

DEBORAH E. METKE
* _____
Notary Public, State of WISCONSIN
My commission: 3/25/07

EXHIBIT A

LEGAL DESCRIPTION OF INITIAL PHASE

The Harbor Front, a Condominium – Legal Description

Lot Two (2) in Certified Survey Map No. 7370, being a part of Lots Four (4) through Sixteen (16), inclusive, in Block One Hundred Sixty-Seven (167), Lots One (1) through Seven (7), inclusive, in Block One Hundred Seventy-Three (173), Lots One (1) through Five (5), inclusive, in Block One Hundred Seventy-Four (174) of Survey and Subdivision of Lots One (1) and Two (2), vacated Jackson Street between said Blocks One Hundred Sixty-Seven (167) and One Hundred Seventy-Three (173), vacated East Erie Street, Part of vacated East Pier Street, Part of vacated Center Street and Lands all in the Northeast One-Quarter (1/4), Northwest One-Quarter (1/4), Southwest One-Quarter (1/4) and Southeast One-Quarter (1/4) of the Northwest One-Quarter (1/4) of Section Thirty-Three (33), in Township Seven (7) North, Range Twenty-Two (22) East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, and recorded in the Register of Deeds for Milwaukee County on February 10, 2004 in Reel 5770 at Images 2114 to 2117, inclusive, as Document No. 8729204.

Excepting Therefrom

Part of Lot 2 of Certified Survey Map No. 7370, being part of the North ½ of Fractional Section 33, Town 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows: Beginning at the most Northerly Corner of Lot 2 of said Certified Survey Map; thence South 33°19'02" East along the Southwesterly line of East Erie Street 60.0 Feet to a Point; thence South 56°40'58" West 97.41 Feet to a Point; thence North 34°04'57" West 60.01 Feet to a Point; thence North 56°40'58" East 98.22 Feet to the Point of Beginning.

EXHIBIT B

LEGAL DESCRIPTION OF ADDITIONAL PROPERTY

THE HARBOR FRONT, A CONDOMINIUM – EXPANSION LANDS LEGAL DESCRIPTION

PARCEL A: (PHASE 2)
LOT ONE (1) IN CERTIFIED SURVEY MAP NO. 7370, BEING A PART OF LOTS FOUR (4) THROUGH SIXTEEN (16), INCLUSIVE, IN BLOCK ONE HUNDRED SIXTY-SEVEN (167), LOTS ONE (1) THROUGH SEVEN (7), INCLUSIVE, IN BLOCK ONE HUNDRED SEVENTY-THREE (173), LOTS ONE (1) THROUGH FIVE (5), INCLUSIVE, IN BLOCK ONE HUNDRED SEVENTY-FOUR (174) OF SURVEY AND SUBDIVISION OF LOTS ONE (1) AND TWO (2), VACATED JACKSON STREET BETWEEN SAID BLOCKS ONE HUNDRED SIXTY-SEVEN (167) AND ONE HUNDRED SEVENTY-THREE (173), VACATED EAST ERIE STREET, PART OF VACATED EAST PIER STREET, PART OF VACATED CENTER STREET AND LANDS ALL IN THE NORTHEAST ONE-QUARTER (1/4), NORTHWEST ONE-QUARTER (1/4), SOUTHWEST ONE-QUARTER (1/4) AND SOUTHEAST ONE-QUARTER (1/4) OF THE NORTHWEST ONE-QUARTER (1/4) OF SECTION THIRTY-THREE (33), IN TOWNSHIP SEVEN (7) NORTH, RANGE TWENTY-TWO (22) EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, AND RECORDED IN THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY ON FEBRUARY 10, 2004 IN REEL 5770 AT IMAGES 2114 TO 2117, INCLUSIVE, AS DOCUMENT NO. 8729204.

PARCEL B: (JACKSON STREET EXTENSION RIVERWALK LAND)
PART OF LOT THREE (3) OF CERTIFIED SURVEY MAP NO. 7370, BEING A DIVISION OF LOTS FOUR (4) THRU SIXTEEN (16), INCLUSIVE, IN BLOCK ONE HUNDRED SIXTY-SEVEN (167), LOTS ONE (1) THRU SEVEN (7), INCLUSIVE, IN BLOCK ONE HUNDRED SEVENTY-THREE (173), LOTS ONE (1) THRU FIVE (5), INCLUSIVE, IN BLOCK ONE HUNDRED SEVENTY-FOUR (174) OF SURVEY AND SUBDIVISION OF LOTS ONE (1) AND TWO (2), VACATED JACKSON STREET BETWEEN SAID BLOCKS ONE HUNDRED SIXTY-SEVEN (167) AND ONE HUNDRED SEVENTY-THREE (173), VACATED EAST ERIE STREET, PART OF VACATED EAST PIER STREET, PART OF VACATED CENTER, STREET AND LANDS ALL IN THE NORTHEAST ONE-QUARTER (1/4), NORTHWEST ONE-QUARTER (1/4), SOUTHWEST ONE-QUARTER (1/4) AND SOUTHEAST ONE-QUARTER (1/4) OF THE NORTHWEST ONE-QUARTER (1/4) OF SECTION THIRTY-THREE (33), IN TOWNSHIP SEVEN (7) NORTH, RANGE TWENTY-TWO (22) EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 2 OF CERTIFIED SURVEY MAP NO. 7370; THENCE SOUTH 56°40'58" WEST ALONG THE NORTHWESTERLY LINE OF LOT 2 AFORESAID 98.22 FEET TO THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE SOUTH 34°04'57" EAST ALONG THE NORTHEASTERLY LINE OF LOT 3 AFORESAID 60.01 FEET TO A POINT; THENCE SOUTH 56°40'58" WEST 10.00 FEET TO A POINT ON THE ESTABLISHED DOCK LINE OF THE MILWAUKEE RIVER; THENCE NORTH 34°04'57" WEST ALONG SAID DOCK LINE 60.01 FEET TO A POINT; THENCE NORTH 56°40'58" EAST 10.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 7370, BEING PART OF THE NORTH 1/2 OF FRACTIONAL SECTION 33, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 2 OF SAID CERTIFIED SURVEY MAP; THENCE SOUTH 33°19'02" EAST ALONG THE SOUTHWESTERLY LINE OF EAST ERIE STREET 60.00 FEET TO A POINT; THENCE SOUTH 56°40'58" WEST 97.41 FEET TO A POINT; THENCE NORTH 34°04'57" WEST 60.01 FEET TO A POINT; THENCE NORTH 56°40'58" EAST 98.22 FEET TO THE POINT OF BEGINNING.

PARCEL C: (PHASE 2 RIVERWALK LAND)
PART OF LOT THREE (3) OF CERTIFIED SURVEY MAP NO. 7370, BEING A DIVISION OF LOTS FOUR (4) THRU SIXTEEN (16), INCLUSIVE, IN BLOCK ONE HUNDRED SIXTY-SEVEN (167), LOTS ONE (1) THRU SEVEN (7), INCLUSIVE, IN BLOCK ONE HUNDRED SEVENTY-THREE (173), LOTS ONE (1) THRU FIVE (5), INCLUSIVE, IN BLOCK ONE HUNDRED SEVENTY-FOUR (174) OF SURVEY AND SUBDIVISION OF LOTS ONE (1) AND TWO (2), VACATED JACKSON STREET BETWEEN SAID BLOCKS ONE HUNDRED SIXTY-SEVEN (167) AND ONE HUNDRED SEVENTY-THREE (173), VACATED EAST ERIE STREET, PART OF VACATED EAST PIER STREET, PART OF VACATED CENTER STREET AND LANDS ALL IN THE NORTHEAST ONE-QUARTER (1/4), NORTHWEST ONE-QUARTER (1/4), SOUTHWEST ONE-QUARTER (1/4) AND SOUTHEAST ONE-QUARTER (1/4) OF THE NORTHWEST ONE-QUARTER (1/4) OF SECTION THIRTY-THREE (33), IN TOWNSHIP SEVEN (7) NORTH, RANGE TWENTY-TWO (22) EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 1 OF CERTIFIED SURVEY MAP NO. 7370; THENCE SOUTH 56°56'08" WEST ALONG THE NORTHWESTERLY LINE OF LOT 3 AFORESAID 103.53 FEET TO THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE SOUTH 34°04'57" EAST ALONG THE NORTHEASTERLY LINE OF LOT 3 AFORESAID 397.49 FEET TO A POINT; THENCE SOUTH 56°40'58" WEST 10.00 FEET TO A POINT ON THE ESTABLISHED DOCK LINE OF THE MILWAUKEE RIVER; THENCE NORTH 34°04'57" WEST ALONG SAID DOCK LINE 397.54 FEET TO THE NORTHWESTERLY LINE OF LOT 3 AFORESAID; THENCE NORTH 56°40'58" EAST ALONG SAID NORTHWESTERLY LINE 10.00 FEET TO THE POINT OF BEGINNING.

PARCEL D:
ALL OF LOT 3, IN BLOCK 167, OF THE THIRD WARD OF THE CITY OF MILWAUKEE ALSO KNOWN AS SURVEY AND SUBDIVISIONS OF LOTS 1 AND 2, IN SECTION 33, IN TOWNSHIP 7 NORTH, RANGE 22 EAST, TOGETHER WITH THAT PART OF LOT 2, IN SAID BLOCK 167, LYING SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID LOT 3, THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINES OF SAID LOTS 3 AND 2, A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED LINE; THENCE SOUTHWESTERLY ALONG A LINE PARALLEL WITH AND DISTANCE 9 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM A STRAIGHT LINE DRAWN THROUGH THE MOST SOUTHERLY CORNER OF THE BRIDGE AND INTERLOCKING TOWER BUILDING, A DISTANCE OF 100 FEET, MORE OR LESS, TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 2, AND THERE TERMINATING, IN THE CITYOF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN. TOGETHER WITH LANDS LYING BETWEEN SAID LOTS AND THE ESTABLISHED DOCK LINE OF THE MILWAUKEE RIVER.

EXHIBIT C

ALLOCATED INTEREST SCHEDULE

	Upon Phase I Construction	Upon Phase II Expansion	Upon Upstream Parcel Expansion
Phase I Units			In the event the Upstream Parcel is added to the
Commercial Units			
01	1.00%	0.5555%	Condominium, the
02	1.00%	0.5555%	Allocated Interest of the
03	1.00%	0.5555%	Units used for
04	1.00%	0.5555%	residential purposes
05	1.00%	0.5555%	shall be determined as follows: *
Residential Units			
201	1.1875%	0.59380%	95% of Total
202	1.1875%	0.59380%	Assessments shall be
203	1.1875%	0.59380%	divided equally among
204	1.1875%	0.59380%	all the residential Units;
205	1.1875%	0.59380%	
206	1.1875%	0.59380%	5% of Total
207	1.1875%	0.59380%	Assessments shall be
208	1.1875%	0.59380%	divided on a pro rata
210	1.1875%	0.59380%	basis based on square
211	1.1875%	0.59380%	footage among all the
212	1.1875%	0.59380%	commercial Units.
213	1.1875%	0.59380%	
214	1.1875%	0.59380%	*This assessment
215	1.1875%	0.59380%	allocation is subject to the
216	1.1875%	0.59380%	Board of Directors' discretion
217	1.1875%	0.59380%	to determine an equitable
301	1.1875%	0.59380%	allocation.
302	1.1875%	0.59380%	
303	1.1875%	0.59380%	
304	1.1875%	0.59380%	
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615	1.1875%	0.05938%
616	1.1875%	0.05938%
617	1.1875%	0.05938%
	100.00%	

80 Residential Units
x 1.1875% = 95%

5 Commercial Units = 5%

Phase II Units	(Expansion Lands)	
Commercial Units		
06-2		0.5555%
07-2		0.5555%
08-2		0.5555%
09-2		0.5555%
Residential Units		
201-2	N/A	0.59380%
202-2	N/A	0.59380%
203-2	N/A	0.59380%
204-2	N/A	0.59380%
205-2	N/A	0.59380%
206-2	N/A	0.59380%
207-2	N/A	0.59380%
208-2	N/A	0.59380%
210-2	N/A	0.59380%
211-2	N/A	0.59380%
212-2	N/A	0.59380%
213-2	N/A	0.59380%
214-2	N/A	0.59380%
215-2	N/A	0.59380%
216-2	N/A	0.59380%
217-2	N/A	0.59380%
301-2	N/A	0.59380%
302-2	N/A	0.59380%
303-2	N/A	0.59380%
304-2	N/A	0.59380%

305-2	N/A	0.59380%
306-2	N/A	0.59380%
307-2	N/A	0.59380%
308-2	N/A	0.59380%
310-2	N/A	0.59380%
311-2	N/A	0.59380%
312-2	N/A	0.59380%
313-2	N/A	0.59380%
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315-2	N/A	0.59380%
316-2	N/A	0.59380%
317-2	N/A	0.59380%
401-2	N/A	0.59380%
402-2	N/A	0.59380%
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407-2	N/A	0.59380%
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612-2	N/A	0.59380%
613-2	N/A	0.59380%
614-2	N/A	0.59380%
615-2	N/A	0.59380%
616-2	N/A	0.59380%
617-2		0.59380%
		100%

160 Residential Units
x .5938% = 95%

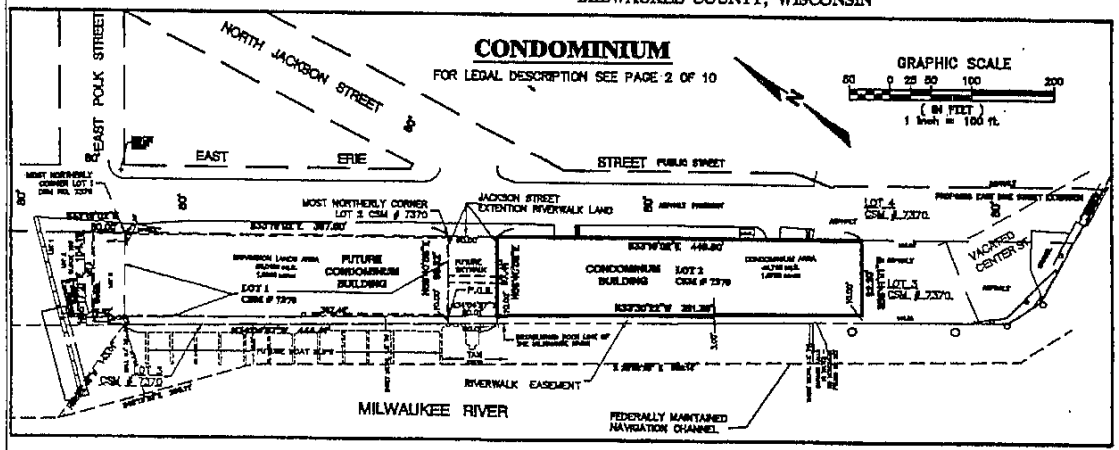
9 Commercial Units = 5%

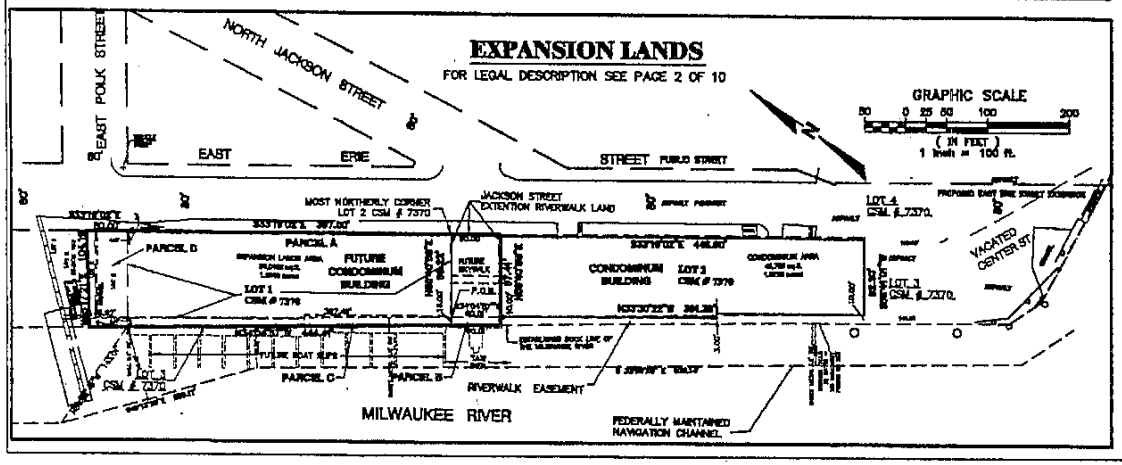
EXHIBIT D

PLANS

THE HARBOR FRONT, A CONDOMINIUM

MILWAUKEE COUNTY, WISCONSIN





NOTES:

1. COMMON ELEMENTS ARE ALL AREAS WITHIN THE CONDOMINIUM AND OUTSIDE OF THE UNITS.

2. REFER TO THE ORIGINAL DECLARATION OF CONDOMINIUM FOR DESCRIPTIONS OF THE LIMITED COMMON ELEMENTS.

3. THE DECLARANT HAS THE SOLE RIGHT TO DETERMINE THE LOCATION, SIZE, QUALITY AND OTHER SIMILAR FEATURES OF THE EXPANSION LANDS, INCLUDING WITHOUT LIMITATION THE LIMITED COMMON ELEMENTS, THE GENERAL COMMON ELEMENTS AND THE UNITS.

LCE = LIMITED COMMON ELEMENT – REFER TO THE DECLARATION OF CONDOMINIUM FOR A COMPLETE LIST OF THE LIMITED COMMON ELEMENTS.

I, DONALD C. CHAPUT, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARY LINES AND THE LOCATION OF THE BUILDINGS AND IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED UPON THE PROPERTY.

THIS CONDOMINIUM PLAT IS A CORRECT REPRESENTATION OF THE HARBOR FRONT, A CONDOMINIUM AS PROPOSED AT THE DATE HEREOF, AND THE IDENTIFICATION AND PROPOSED LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE UNDERSIGNED SURVEYOR MAKES NO CERTIFICATION AS TO THE ACCURACY OF THE DIAGRAMMATIC FLOOR PLANS OF THE CONDOMINIUM BUILDING(S) AND UNITS CONTAINED IN THE PLAT AND THE APPROXIMATE DIMENSIONS AND FLOOR AREAS THEREOF.

DONALD C. CHAPUT, R.L.S.

WISCONSIN DONALD C. CHAPUT S-2515 BROOKFIELD, WI LAND SURVEYOR

6-6-12
DATE

National Survey & Engineering
A Division of R.A. Smith & Associates, Inc.
262-781-1000
Fax 262-797-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938

SHEET 1 OF 10

EXHIBIT D

THE HARBOR FRONT, A CONDOMINIUM

MILWAUKEE COUNTY, WISCONSIN

THE HARBOR FRONT, A CONDOMINIUM – LEGAL DESCRIPTION

LOT TWO (2) IN CERTIFIED SURVEY MAP NO. 7370, BEING A PART OF LOTS FOUR (4) THROUGH SIXTEEN (16), INCLUSIVE, IN BLOCK ONE HUNDRED SIXTY-SEVEN (167), LOTS ONE (1) THROUGH SEVEN (7), INCLUSIVE, IN BLOCK ONE HUNDRED SEVENTY-THREE (173), LOTS ONE (1) THROUGH FIVE (5), INCLUSIVE, IN BLOCK ONE HUNDRED SEVENTY-FOUR (174) OF SURVEY AND SUBDIVISION OF LOTS ONE (1) AND TWO (2), VACATED JACKSON STREET BETWEEN SAID BLOCKS ONE HUNDRED SIXTY-SEVEN (167) AND ONE HUNDRED SEVENTY-THREE (173), VACATED EAST ERIE STREET, PART OF VACATED EAST PIER STREET, PART OF VACATED CENTER STREET AND LANDS ALL IN THE NORTHEAST ONE-QUARTER (1/4), NORTHWEST ONE-QUARTER (1/4), SOUTHWEST ONE-QUARTER (1/4) AND SOUTHEAST ONE-QUARTER (1/4) OF THE NORTHWEST ONE-QUARTER (1/4) OF SECTION THIRTY-THREE (33), IN TOWNSHIP SEVEN (7) NORTH, RANGE TWENTY-TWO (22) EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, AND RECORDED IN THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY ON FEBRUARY 10, 2004 IN REEL 5770 AT IMAGES 2114 TO 2117, INCLUSIVE, AS DOCUMENT NO. 8729204.

EXCEPTING THEREFROM

PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 7370, BEING PART OF THE NORTH 1/2 OF FRACTIONAL SECTION 33, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 2 OF SAID CERTIFIED SURVEY MAP; THENCE SOUTH 33°19'02" EAST ALONG THE SOUTHWESTERLY LINE OF EAST ERIE STREET 50.00 FEET TO A POINT; THENCE SOUTH 56°40'58" WEST 97.41 FEET TO A POINT; THENCE NORTH 34°04'57" WEST 50.01 FEET TO A POINT; THENCE NORTH 56°40'58" EAST 98.22 FEET TO THE POINT OF BEGINNING.

THE HARBOR FRONT, A CONDOMINIUM – EXPANSION LANDS LEGAL DESCRIPTION

PARCEL A: (PHASE 2)
LOT ONE (1) IN CERTIFIED SURVEY MAP NO. 7370, BEING A PART OF LOTS FOUR (4) THROUGH SIXTEEN (16), INCLUSIVE, IN BLOCK ONE HUNDRED SIXTY-SEVEN (167), LOTS ONE (1) THROUGH SEVEN (7), INCLUSIVE, IN BLOCK ONE HUNDRED SEVENTY-THREE (173), LOTS ONE (1) THROUGH FIVE (5), INCLUSIVE, IN BLOCK ONE HUNDRED SEVENTY-FOUR (174) OF SURVEY AND SUBDIVISION OF LOTS ONE (1) AND TWO (2), VACATED JACKSON STREET BETWEEN SAID BLOCKS ONE HUNDRED SIXTY-SEVEN (167) AND ONE HUNDRED SEVENTY-THREE (173), VACATED EAST ERIE STREET, PART OF VACATED EAST PIER STREET, PART OF VACATED CENTER STREET AND LANDS ALL IN THE NORTHEAST ONE-QUARTER (1/4), NORTHWEST ONE-QUARTER (1/4), SOUTHWEST ONE-QUARTER (1/4) AND SOUTHEAST ONE-QUARTER (1/4) OF THE NORTHWEST ONE-QUARTER (1/4) OF SECTION THIRTY-THREE (33), IN TOWNSHIP SEVEN (7) NORTH, RANGE TWENTY-TWO (22) EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, AND RECORDED IN THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY ON FEBRUARY 10, 2004 IN REEL 5770 AT IMAGES 2114 TO 2117, INCLUSIVE, AS DOCUMENT NO. 8729204.

PARCEL B: (JACKSON STREET EXTENSION RIVERWALK LAND)
PART OF LOT THREE (3) OF CERTIFIED SURVEY MAP NO. 7370, BEING A DIVISION OF LOTS FOUR (4) THRU SIXTEEN (16), INCLUSIVE, IN BLOCK ONE HUNDRED SIXTY-SEVEN (167), LOTS ONE (1) THRU SEVEN (7), INCLUSIVE, IN BLOCK ONE HUNDRED SEVENTY-THREE (173), LOTS ONE (1) THRU FIVE (5), INCLUSIVE, IN BLOCK ONE HUNDRED SEVENTY-FOUR (174) OF SURVEY AND SUBDIVISION OF LOTS ONE (1) AND TWO (2), VACATED JACKSON STREET BETWEEN SAID BLOCKS ONE HUNDRED SIXTY-SEVEN (167) AND ONE HUNDRED SEVENTY-THREE (173), VACATED EAST ERIE STREET, PART OF VACATED EAST PIER STREET, PART OF VACATED CENTER, STREET AND LANDS ALL IN THE NORTHEAST ONE-QUARTER (1/4), NORTHWEST ONE-QUARTER (1/4), SOUTHWEST ONE-QUARTER (1/4) AND SOUTHEAST ONE-QUARTER (1/4) OF THE NORTHWEST ONE-QUARTER (1/4) OF SECTION THIRTY-THREE (33), IN TOWNSHIP SEVEN (7) NORTH, RANGE TWENTY-TWO (22) EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 2 OF CERTIFIED SURVEY MAP NO. 7370; THENCE SOUTH 56°40'58" WEST ALONG THE NORTHWESTERLY LINE OF LOT 2 AFORESAID 98.22 FEET TO THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE SOUTH 34°04'57" EAST ALONG THE NORTHEASTERLY LINE OF LOT 3 AFORESAID 60.01 FEET TO A POINT; THENCE SOUTH 56°40'58" WEST 10.00 FEET TO A POINT ON THE ESTABLISHED DOCK LINE OF THE MILWAUKEE RIVER; THENCE NORTH 34°04'57" WEST ALONG SAID DOCK LINE 60.01 FEET TO A POINT; THENCE NORTH 56°40'58" EAST 10.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 7370, BEING PART OF THE NORTH 1/2 OF FRACTIONAL SECTION 33, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 2 OF SAID CERTIFIED SURVEY MAP; THENCE SOUTH 33°19'02" EAST ALONG THE SOUTHWESTERLY LINE OF EAST ERIE STREET 50.00 FEET TO A POINT; THENCE SOUTH 56°40'58" WEST 97.41 FEET TO A POINT; THENCE NORTH 34°04'57" WEST 50.01 FEET TO A POINT; THENCE NORTH 56°40'58" EAST 98.22 FEET TO THE POINT OF BEGINNING.

PARCEL C: (PHASE 2 RIVERWALK LAND)
PART OF LOT THREE (3) OF CERTIFIED SURVEY MAP NO. 7370, BEING A DIVISION OF LOTS FOUR (4) THRU SIXTEEN (16), INCLUSIVE, IN BLOCK ONE HUNDRED SIXTY-SEVEN (167), LOTS ONE (1) THRU SEVEN (7), INCLUSIVE, IN BLOCK ONE HUNDRED SEVENTY-THREE (173), LOTS ONE (1) THRU FIVE (5), INCLUSIVE, IN BLOCK ONE HUNDRED SEVENTY-FOUR (174) OF SURVEY AND SUBDIVISION OF LOTS ONE (1) AND TWO (2), VACATED JACKSON STREET BETWEEN SAID BLOCKS ONE HUNDRED SIXTY-SEVEN (167) AND ONE HUNDRED SEVENTY-THREE (173), VACATED EAST ERIE STREET, PART OF VACATED EAST PIER STREET, PART OF VACATED CENTER STREET AND LANDS ALL IN THE NORTHEAST ONE-QUARTER (1/4), NORTHWEST ONE-QUARTER (1/4), SOUTHWEST ONE-QUARTER (1/4) AND SOUTHEAST ONE-QUARTER (1/4) OF THE NORTHWEST ONE-QUARTER (1/4) OF SECTION THIRTY-THREE (33), IN TOWNSHIP SEVEN (7) NORTH, RANGE TWENTY-TWO (22) EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 1 OF CERTIFIED SURVEY MAP NO. 7370; THENCE SOUTH 56°56'08" WEST ALONG THE NORTHWESTERLY LINE OF LOT 3 AFORESAID 103.53 FEET TO THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE SOUTH 34°04'57" EAST ALONG THE NORTHEASTERLY LINE OF LOT 3 AFORESAID 397.49 FEET TO A POINT; THENCE SOUTH 56°40'58" WEST 10.00 FEET TO A POINT ON THE ESTABLISHED DOCK LINE OF THE MILWAUKEE RIVER; THENCE NORTH 34°04'57" WEST ALONG SAID DOCK LINE 397.54 FEET TO THE NORTHWESTERLY LINE OF LOT 3 AFORESAID; THENCE NORTH 56°40'58" EAST ALONG SAID NORTHWESTERLY LINE 10.00 FEET TO THE POINT OF BEGINNING.

PARCEL D:
ALL OF LOT 3, IN BLOCK 167, OF THE THIRD WARD OF THE CITY OF MILWAUKEE ALSO KNOWN AS SURVEY AND SUBDIVISIONS OF LOTS 1 AND 2, IN SECTION 33, IN TOWNSHIP 7 NORTH, RANGE 22 EAST, TOGETHER WITH THAT PART OF LOT 2, IN SAID BLOCK 167, LYING SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID LOT 3, THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINES OF SAID LOTS 3 AND 2, A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED LINE; THENCE SOUTHWESTERLY ALONG A LINE PARALLEL WITH AND DISTANCE 9 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM A STRAIGHT LINE DRAWN THROUGH THE MOST SOUTHERLY CORNER OF THE BRIDGE AND INTERLOCKING TOWER BUILDING, A DISTANCE OF 100 FEET, MORE OR LESS, TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 2, AND THERE TERMINATING, IN THE CITYOF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN. TOGETHER WITH LANDS LYING BETWEEN SAID LOTS AND THE ESTABLISHED DOCK LINE OF THE MILWAUKEE RIVER.

EXHIBIT D

National Survey & Engineering
A Division of R.A. Smith & Associates, Inc.

262-781-1000
Fax 262-797-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938
www.nse.com

The Harbor Front

A

Condominium

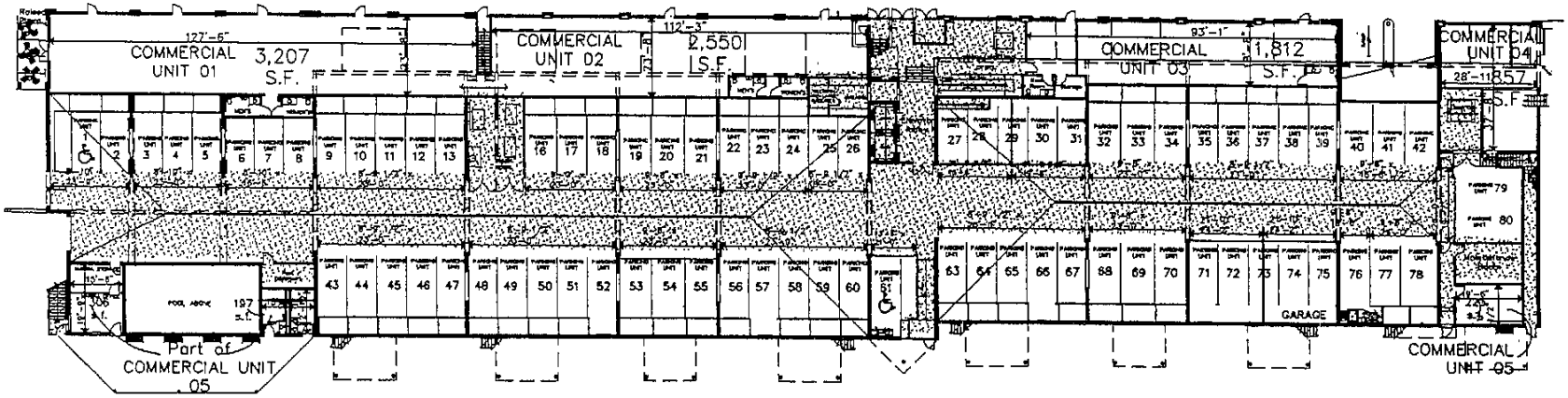
Milwaukee County,

Wisconsin

EXHIBIT D

General Common Elements

10' 50' 100'



LOWER LEVEL PARKING

National Survey & Engineering

A Division of R.A. Smith & Associates, Inc.

262-781-1000
Fax 262-797-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938

SHEET 3 OF 10

The Harbor Front

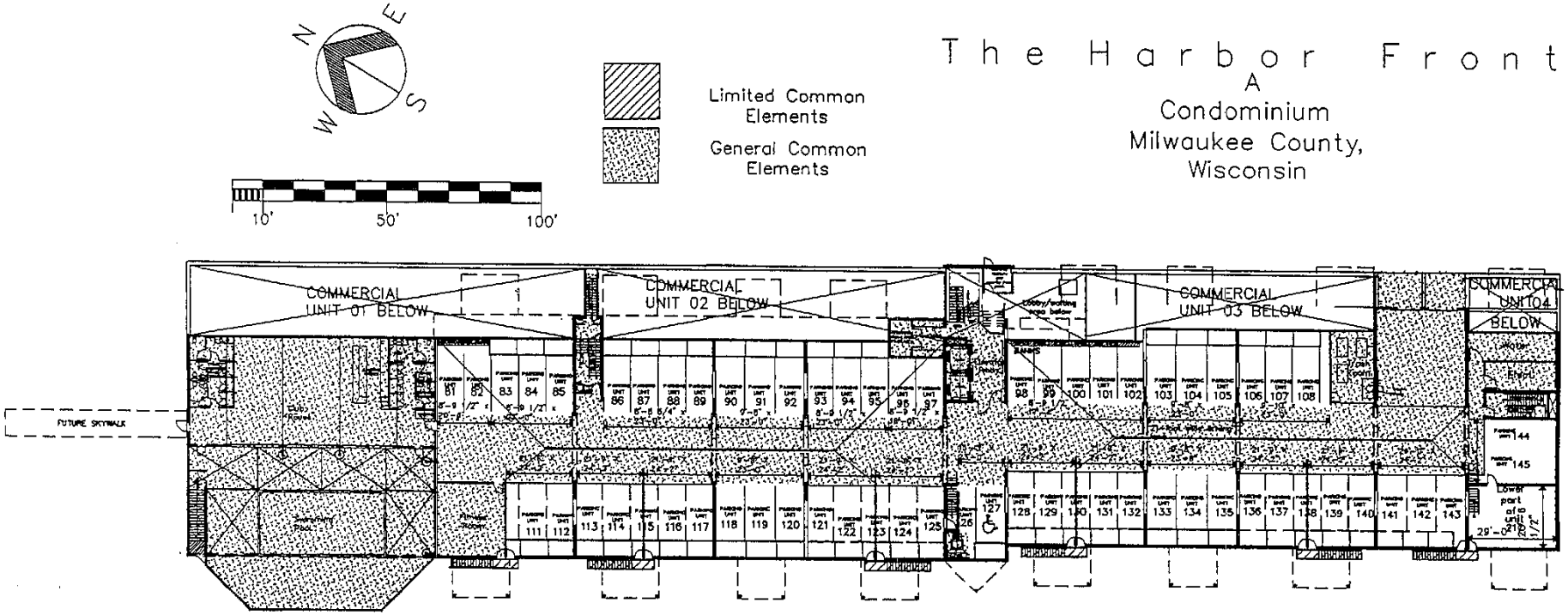
A

Condominium

Milwaukee County,

Wisconsin

EXHIBIT D



UPPER LEVEL PARKING

National Survey & Engineering

A Division of R.A. Smith & Associates, Inc.

262-781-1000
Fax 262-797-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938
www.nsae.com

SHEET 4 OF 10

The Harbor Front

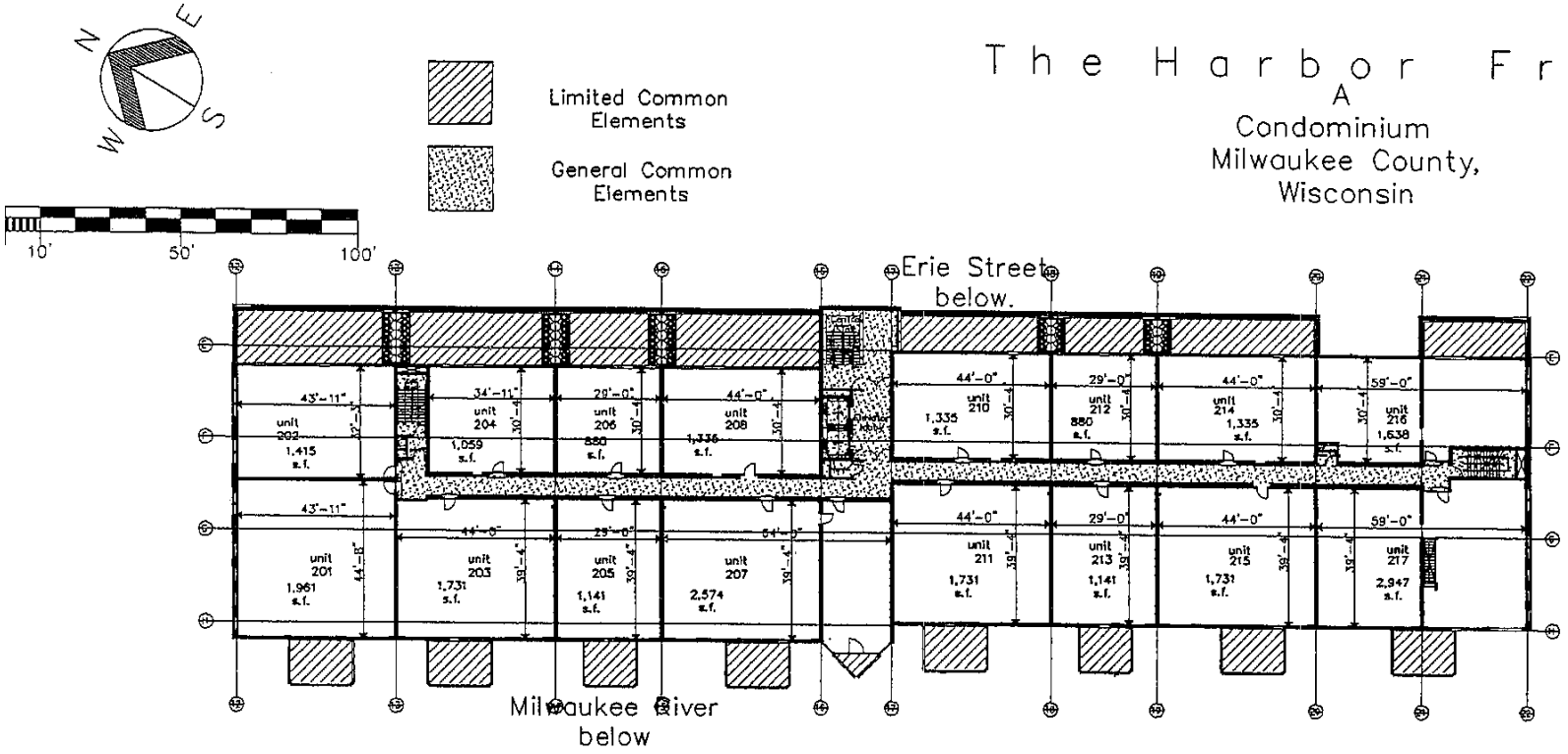
A

Condominium

Milwaukee County,

Wisconsin

EXHIBIT D



SECOND FLOOR

National Survey & Engineering

A Division of R.A. Smith & Associates, Inc.

262-781-1000
Fax: 262-797-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938
www.nsae.com

The Harbor Front

A

Condominium

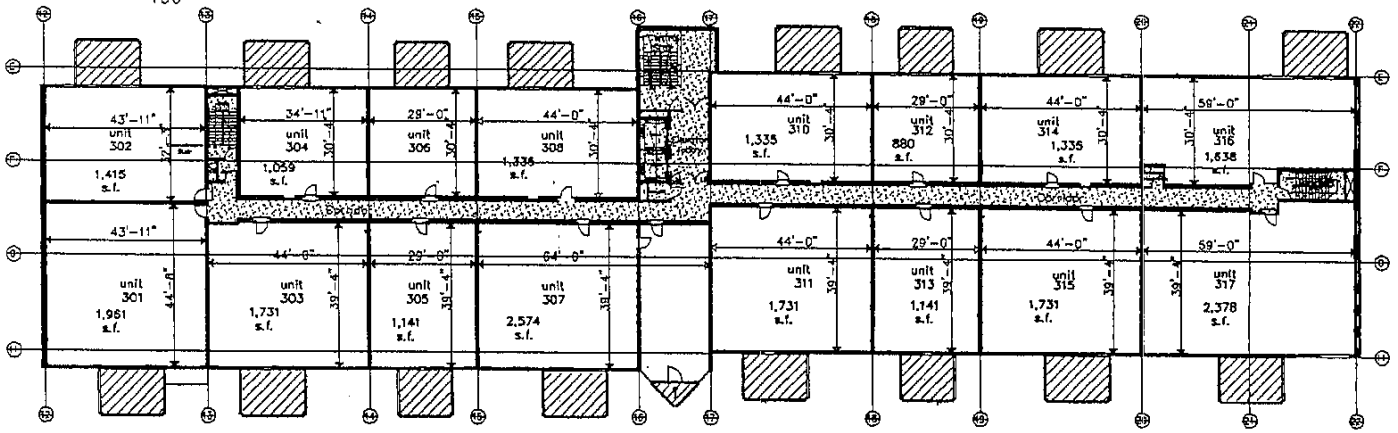
Milwaukee County,
Wisconsin

EXHIBIT D

Limited Common Elements

General Common Elements

10' 50' 100'



THIRD FLOOR

National Survey & Engineering

A Division of R.A. Smith & Associates, Inc.

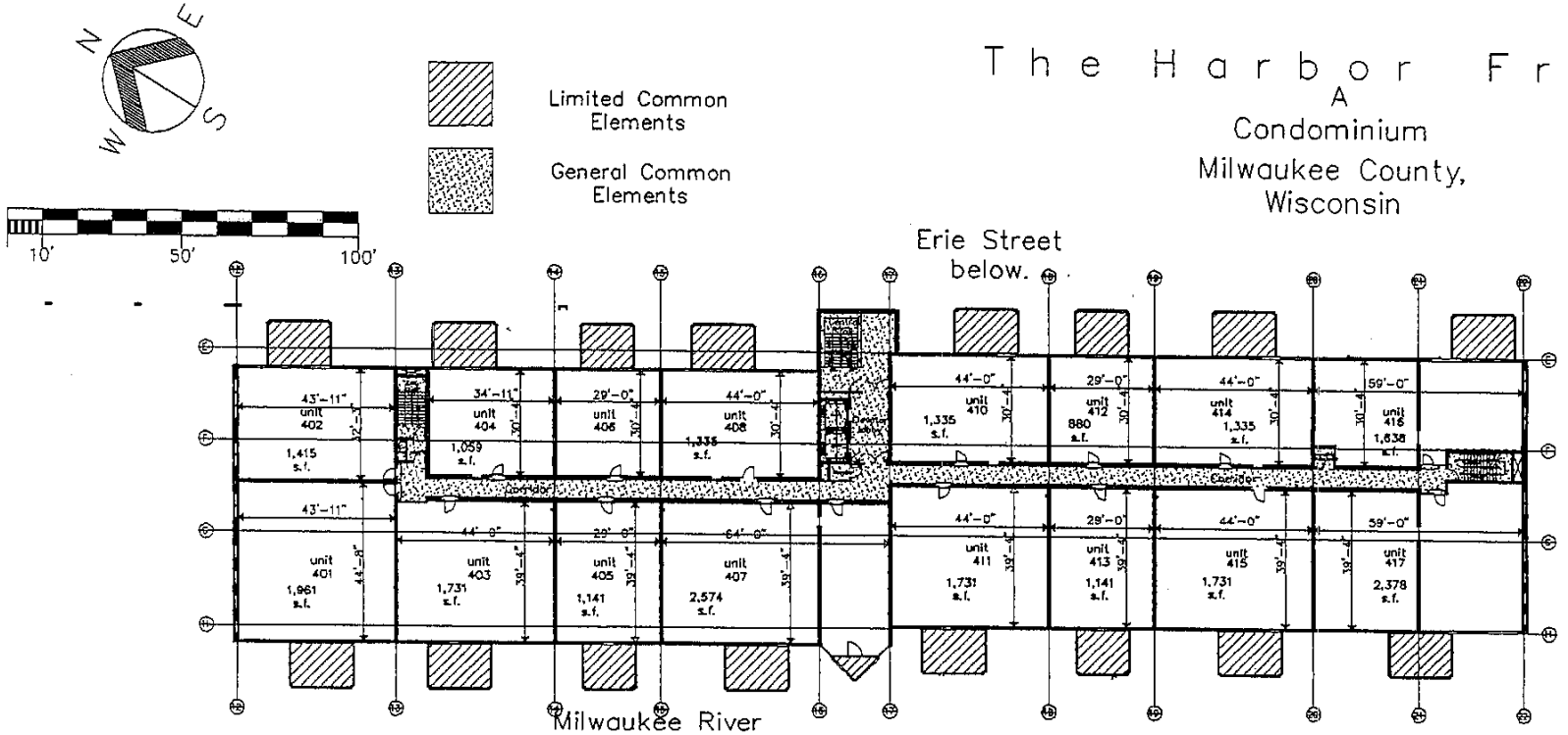
262-781-1000
Fax 262-797-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938
www.rasmi.com

The Harbor Front

A Condominium

Milwaukee County, Wisconsin

EXHIBIT D



FOURTH FLOOR

National Survey & Engineering

262-781-1000
Fax 262-797-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938

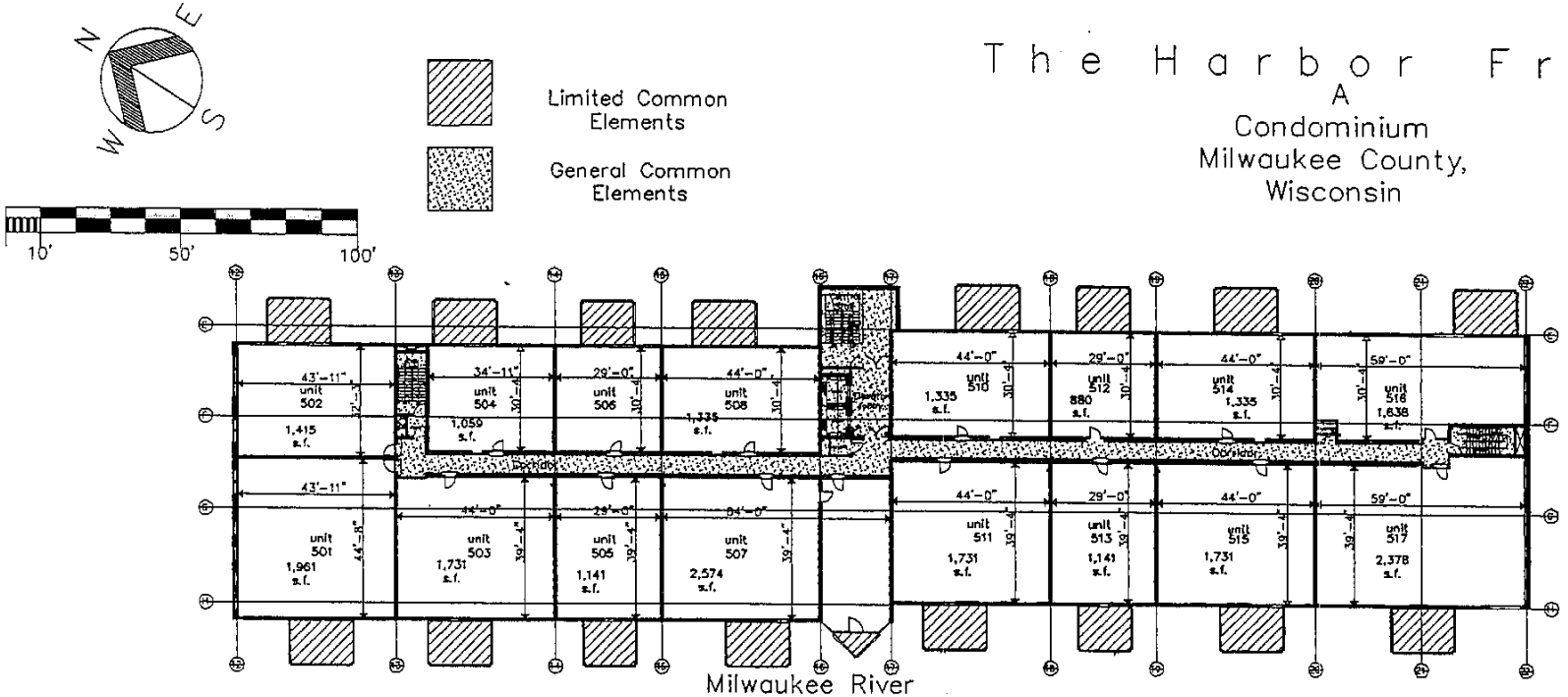
The Harbor Front

A

Condominium

Milwaukee County,

Wisconsin



FIFTH FLOOR

EXHIBIT D

National Survey & Engineering

A Division of P.L. Smith & Associates, Inc.

262-781-1000
Fax 262-797-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938
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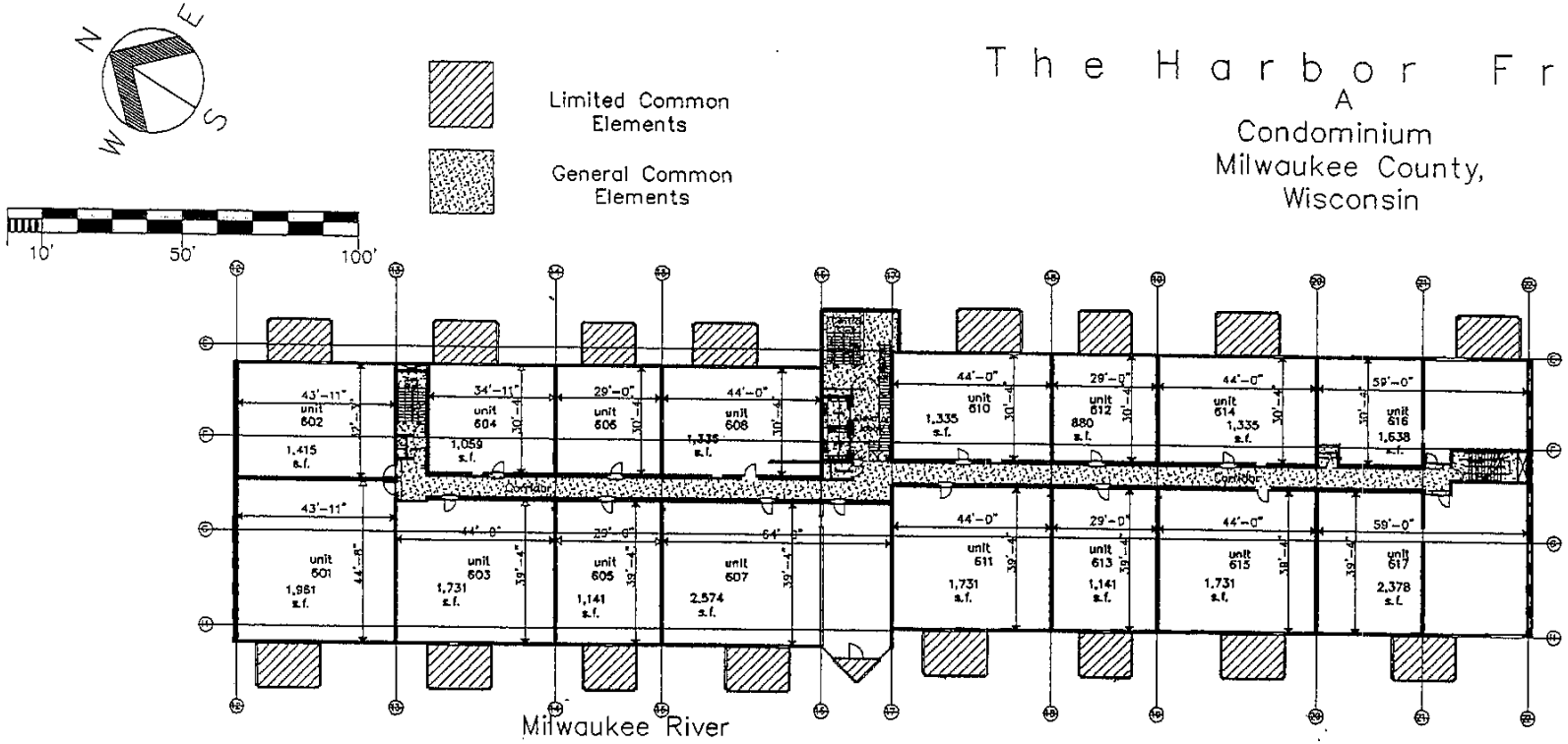
The Harbor Front

A Condominium
Milwaukee County, Wisconsin

EXHIBIT D



SIXTH FLOOR

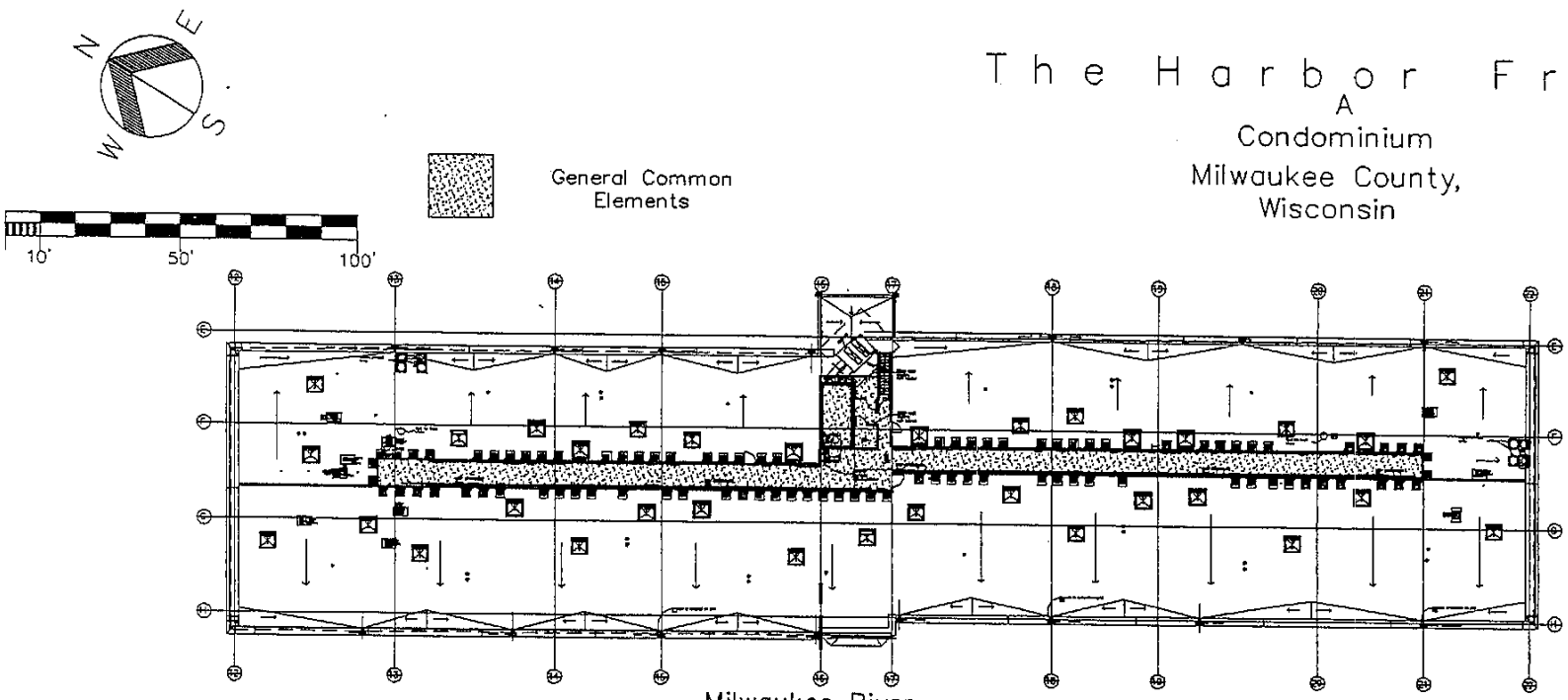
National Survey & Engineering
A Division of R.A. Smith & Associates, Inc.
262-781-1000
Fax 262-797-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938
www.nsac.com

EXHIBIT D

The Harbor Front

A Condominium

Milwaukee County, Wisconsin



ROOF PLAN

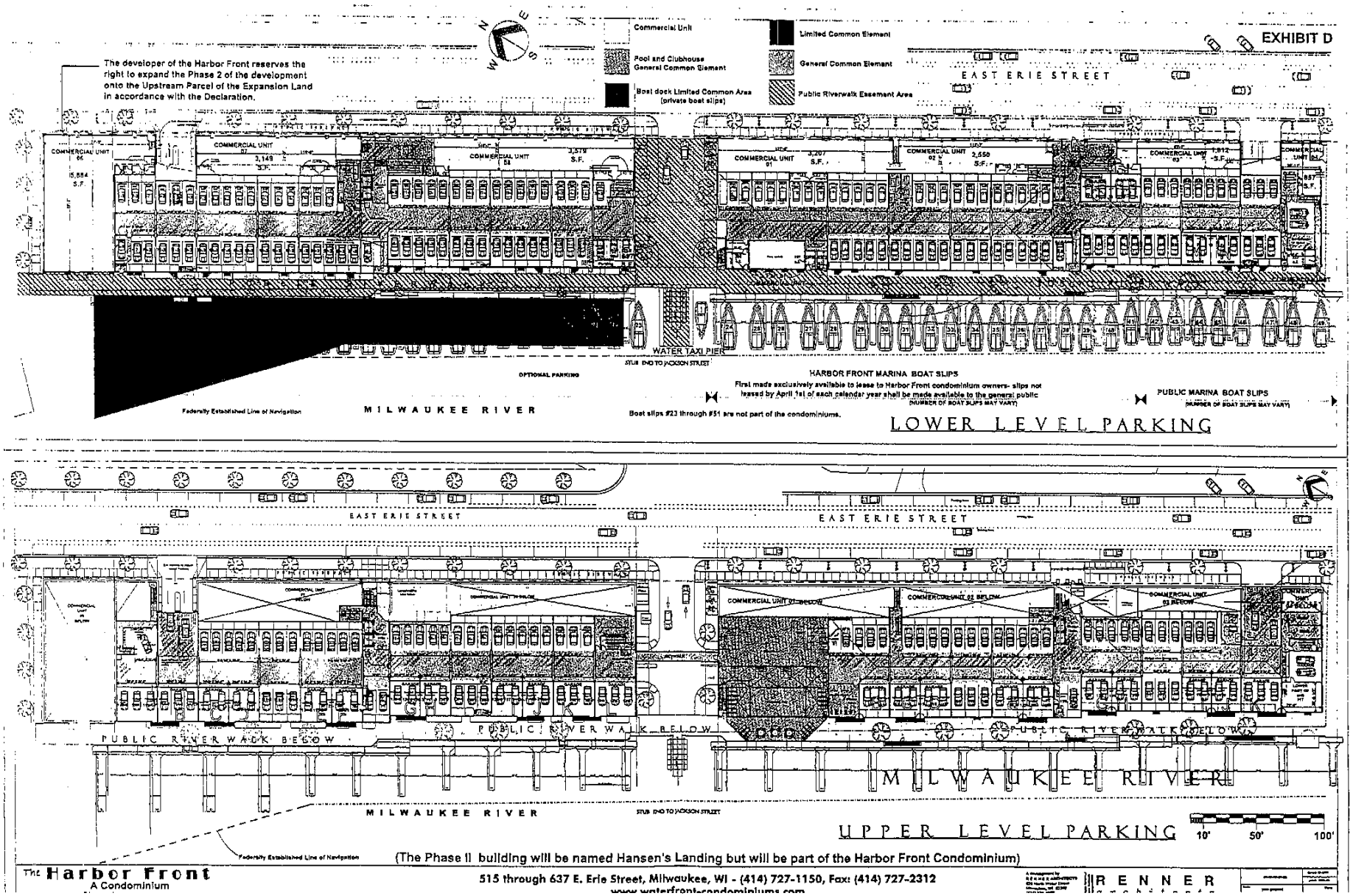
National Survey & Engineering

A Division of R.A. Smith & Associates, Inc.

262-781-1000
Fax 262-797-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938

SHEET 10 OF 10

EXHIBIT D



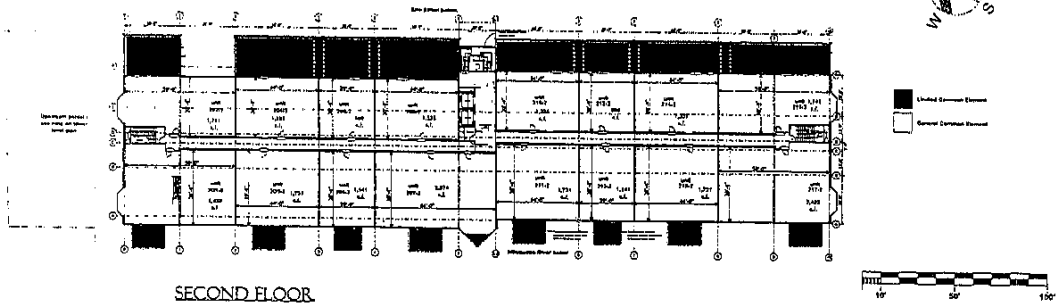
(The Phase II building will be named Hansen's Landing but will be part of the Harbor Front Condominium)

The Harbor Front
A Condominium

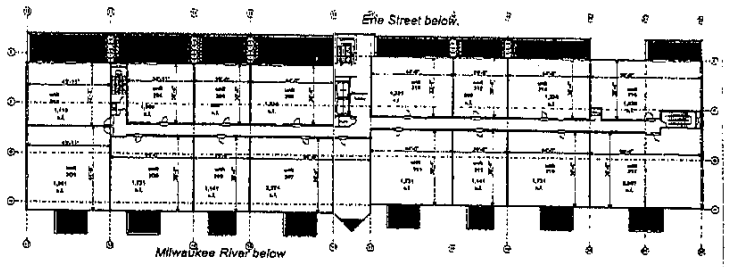
515 through 637 E. Erie Street, Milwaukee, WI - (414) 727-1150, Fax: (414) 727-2312
www.waterfront-condominiums.com

RENNER

EXHIBIT D



SECOND FLOOR



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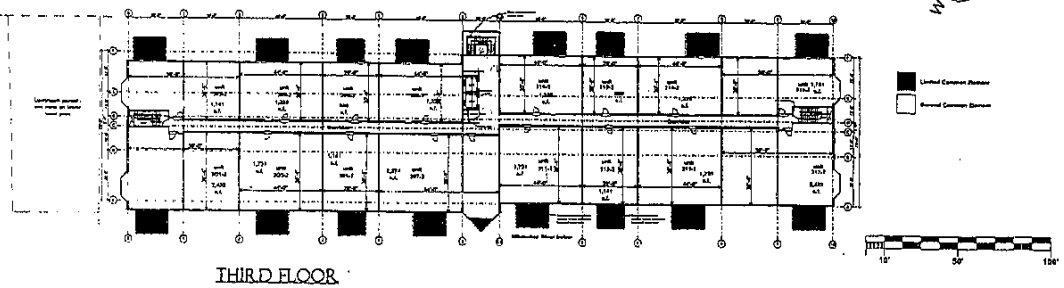

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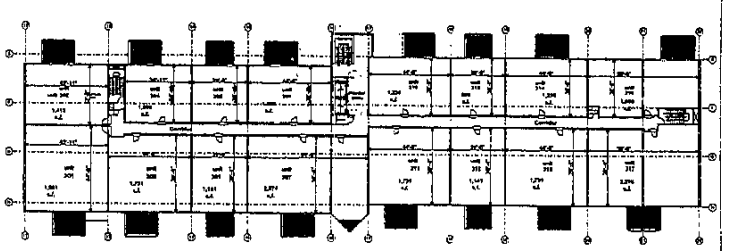
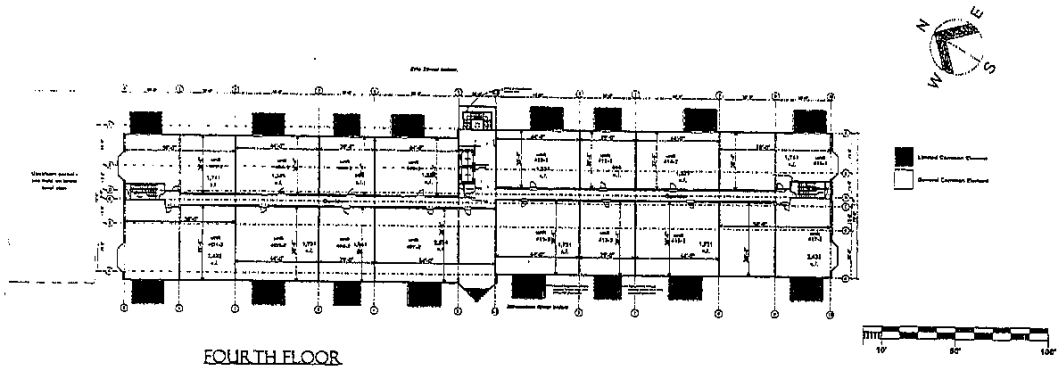


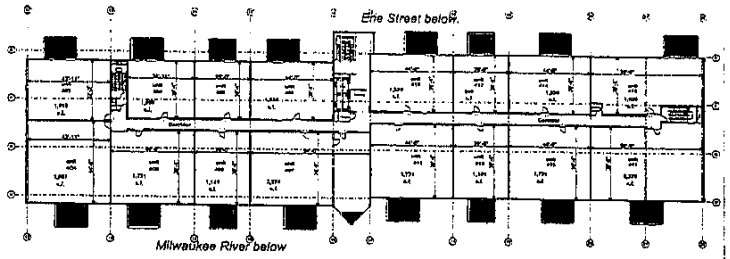
THIRD FLOOR

(The Phase II building will be named Hansen's Landing but will be part of the Harbor Front Condominium)

EXHIBIT D



FOURTH FLOOR



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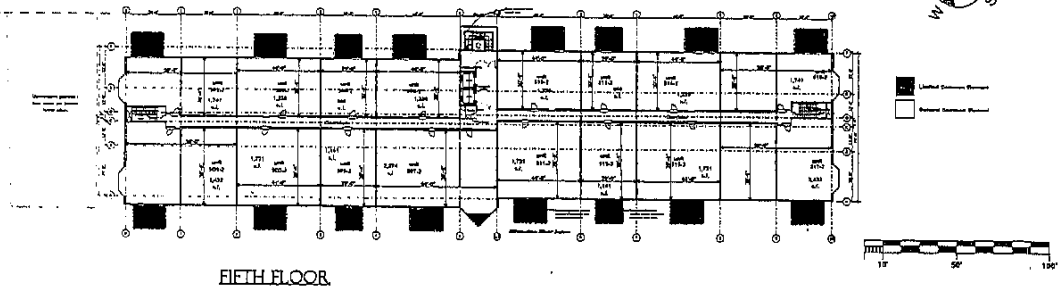

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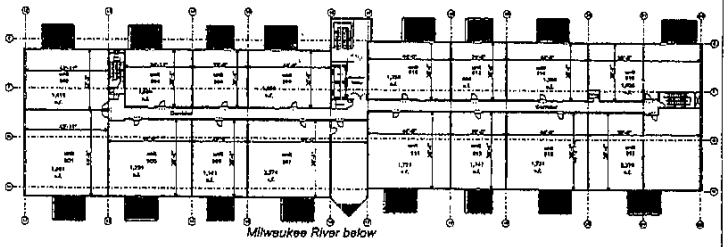


FIFTH FLOOR

(The Phase II building will be named Hansen's Landing but will be part of the Harbor Front Condominium)

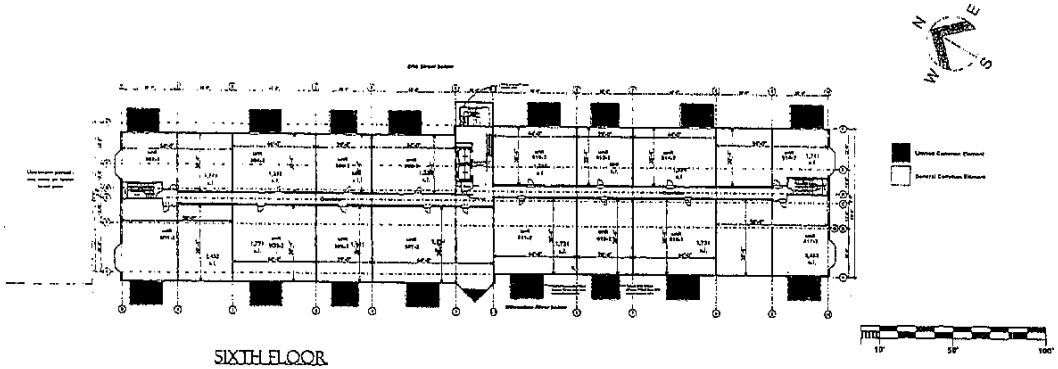
The **Harbor Front**
A Condominium
(including Phase II named Hansen's Landing)

Condominium document square footages are calculated to the inside face of walls.

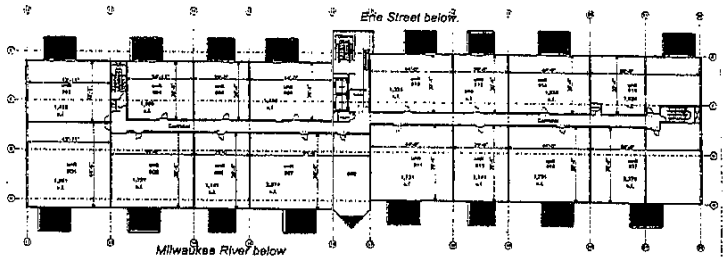
515 through 637 E. Erie Street, Milwaukee, WI - (414) 727-1150, Fax: (414) 727-2312
www.waterfront-condominiums.com

RENNER architects

EXHIBIT D



SIXTH FLOOR



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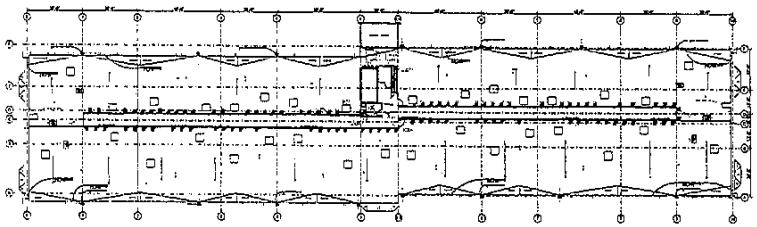
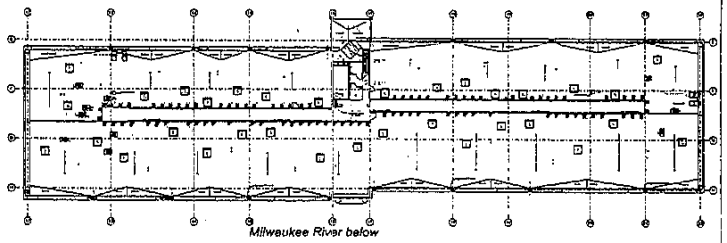


ROOF PLAN



ROOF PLAN

(The Phase II building will be named Hansen's Landing but will be part of the Harbor Front Condominium)

EXHIBIT E

TITLE EXCEPTIONS

1. General Real Estate Taxes and assessments for the current year not yet due and payable and thereafter.

2. Easement granted to Milwaukee Metropolitan Sewerage District and recorded on November 14, 1983 as Document No. 5670215.

3. Redevelopment Plan for the North Harbor Drive Project Area recorded on February 13, 1986 as Document No. 5888521.

4. Easements, if any, of the public or any school district, utility, municipality or person, as provided in Section 80.32(4) of the Wisconsin Statutes, for the continued use and right of entrance, maintenance, construction and repair of underground or overground structures, improvements or services in that portion of the subject premises which were formerly part of East Erie Street and Center Street now vacated.

5. Public rights of the United States, the State of Wisconsin or the City or County or any of their agencies in respect to that portion of the subject premises constituting the bed or the waters of the Milwaukee River or the banks, shores or dock lines, wharves, piers, protection walls, bulkheads, or other structures, pertaining thereto, if applicable.

6. Cross Easement Agreement recorded on March 18, 2004, as Document No. 8748735.

7. Reservation for 60 foot public highway easement as shown on the recorded plat of Certified Survey Map No. 7370.

8. Redevelopment Plan for the North Harbor Drive Project Area recorded on February 13, 1986, as Document No. 5888521 and Amendment No.1 North Harbor Drive Redevelopment Project Area recorded on May 20, 2003, as Document No. 8532379.

9. Harbor Front Riverwalk and Development Agreement recorded on January 5, 2004, as Document No. 8711891.

10. Riverwalk, Water-Taxi Stand, and Jackson-Street-Easement Agreement recorded on January 5, 2004, as Document No. 8711893.

11. Declaration of Easement and Party Wall Agreement recorded on February 10, 2005, as Document No. 8956883.

EXHIBIT F

ADDRESSES

Phase I Units

Commercial Units:

585 E. Erie Street, Unit 01, Milwaukee, WI 53204
591 E. Erie Street, Unit 02, Milwaukee, WI 53204
627 E. Erie Street, Unit 03, Milwaukee, WI 53204
641 E. Erie Street, Unit 04, Milwaukee, WI 53204
585B E. Erie Street, Unit 05, Milwaukee, WI 53204

Residential Units:

601 E. Erie Street, Unit 201, Milwaukee, WI 53204
601 E. Erie Street, Unit 202, Milwaukee, WI 53204
601 E. Erie Street, Unit 203, Milwaukee, WI 53204
601 E. Erie Street, Unit 204, Milwaukee, WI 53204
601 E. Erie Street, Unit 205, Milwaukee, WI 53204
601 E. Erie Street, Unit 206, Milwaukee, WI 53204
601 E. Erie Street, Unit 207, Milwaukee, WI 53204
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601 E. Erie Street, Unit 215, Milwaukee, WI 53204
601 E. Erie Street, Unit 216, Milwaukee, WI 53204
601 E. Erie Street, Unit 217, Milwaukee, WI 53204
601 E. Erie Street, Unit 301, Milwaukee, WI 53204
601 E. Erie Street, Unit 302, Milwaukee, WI 53204
601 E. Erie Street, Unit 303, Milwaukee, WI 53204
601 E. Erie Street, Unit 304, Milwaukee, WI 53204
601 E. Erie Street, Unit 305, Milwaukee, WI 53204
601 E. Erie Street, Unit 306, Milwaukee, WI 53204
601 E. Erie Street, Unit 307, Milwaukee, WI 53204
601 E. Erie Street, Unit 308, Milwaukee, WI 53204
601 E. Erie Street, Unit 310, Milwaukee, WI 53204
601 E. Erie Street, Unit 311, Milwaukee, WI 53204
601 E. Erie Street, Unit 312, Milwaukee, WI 53204
601 E. Erie Street, Unit 313, Milwaukee, WI 53204
601 E. Erie Street, Unit 314, Milwaukee, WI 53204
601 E. Erie Street, Unit 315, Milwaukee, WI 53204
601 E. Erie Street, Unit 316, Milwaukee, WI 53204

601 E. Erie Street, Unit 317, Milwaukee, WI 53204
601 E. Erie Street, Unit 401, Milwaukee, WI 53204
601 E. Erie Street, Unit 402, Milwaukee, WI 53204
601 E. Erie Street, Unit 403, Milwaukee, WI 53204
601 E. Erie Street, Unit 404, Milwaukee, WI 53204
601 E. Erie Street, Unit 405, Milwaukee, WI 53204
601 E. Erie Street, Unit 406, Milwaukee, WI 53204
601 E. Erie Street, Unit 407, Milwaukee, WI 53204
601 E. Erie Street, Unit 408, Milwaukee, WI 53204
601 E. Erie Street, Unit 410, Milwaukee, WI 53204
601 E. Erie Street, Unit 411, Milwaukee, WI 53204
601 E. Erie Street, Unit 412, Milwaukee, WI 53204
601 E. Erie Street, Unit 413, Milwaukee, WI 53204
601 E. Erie Street, Unit 414, Milwaukee, WI 53204
601 E. Erie Street, Unit 415, Milwaukee, WI 53204
601 E. Erie Street, Unit 416, Milwaukee, WI 53204
601 E. Erie Street, Unit 417, Milwaukee, WI 53204
601 E. Erie Street, Unit 501, Milwaukee, WI 53204
601 E. Erie Street, Unit 502, Milwaukee, WI 53204
601 E. Erie Street, Unit 503, Milwaukee, WI 53204
601 E. Erie Street, Unit 504, Milwaukee, WI 53204
601 E. Erie Street, Unit 505, Milwaukee, WI 53204
601 E. Erie Street, Unit 506, Milwaukee, WI 53204
601 E. Erie Street, Unit 507, Milwaukee, WI 53204
601 E. Erie Street, Unit 508, Milwaukee, WI 53204
601 E. Erie Street, Unit 510, Milwaukee, WI 53204
601 E. Erie Street, Unit 511, Milwaukee, WI 53204
601 E. Erie Street, Unit 512, Milwaukee, WI 53204
601 E. Erie Street, Unit 513, Milwaukee, WI 53204
601 E. Erie Street, Unit 514, Milwaukee, WI 53204
601 E. Erie Street, Unit 515, Milwaukee, WI 53204
601 E. Erie Street, Unit 516, Milwaukee, WI 53204
601 E. Erie Street, Unit 517, Milwaukee, WI 53204
601 E. Erie Street, Unit 601, Milwaukee, WI 53204
601 E. Erie Street, Unit 602, Milwaukee, WI 53204
601 E. Erie Street, Unit 603, Milwaukee, WI 53204
601 E. Erie Street, Unit 604, Milwaukee, WI 53204
601 E. Erie Street, Unit 605, Milwaukee, WI 53204
601 E. Erie Street, Unit 606, Milwaukee, WI 53204
601 E. Erie Street, Unit 607, Milwaukee, WI 53204
601 E. Erie Street, Unit 608, Milwaukee, WI 53204
601 E. Erie Street, Unit 610, Milwaukee, WI 53204
601 E. Erie Street, Unit 611, Milwaukee, WI 53204
601 E. Erie Street, Unit 612, Milwaukee, WI 53204
601 E. Erie Street, Unit 613, Milwaukee, WI 53204
601 E. Erie Street, Unit 614, Milwaukee, WI 53204

601 E. Erie Street, Unit 615, Milwaukee, WI 53204
601 E. Erie Street, Unit 616, Milwaukee, WI 53204
601 E. Erie Street, Unit 617, Milwaukee, WI 53204

Phase II Units, (If Condominium is expanded)

Commercial Units

509 E. Erie Street, Unit 06-2, Milwaukee, WI 53204
533 E. Erie Street, Unit 07-2, Milwaukee, WI 53204
573 E. Erie Street, Unit 08-2, Milwaukee, WI 53204
573B E. Erie Street, Unit 09-2, Milwaukee, WI 53204

Residential Units

541 E. Erie Street, Unit 201-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 202-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 203-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 204-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 205-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 206-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 207-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 208-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 210-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 211-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 212-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 213-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 214-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 215-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 216-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 217-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 301-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 302-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 303-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 304-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 305-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 306-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 307-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 308-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 310-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 311-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 312-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 313-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 314-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 315-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 316-2, Milwaukee, WI 53204

541 E. Erie Street, Unit 317-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 401-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 402-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 403-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 404-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 405-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 406-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 407-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 408-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 410-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 411-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 412-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 413-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 414-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 415-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 416-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 417-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 501-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 502-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 503-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 504-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 505-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 506-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 507-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 508-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 510-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 511-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 512-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 513-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 514-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 515-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 516-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 517-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 601-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 602-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 603-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 604-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 605-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 606-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 607-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 608-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 610-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 611-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 612-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 613-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 614-2, Milwaukee, WI 53204

541 E. Erie Street, Unit 615-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 616-2, Milwaukee, WI 53204
541 E. Erie Street, Unit 617-2, Milwaukee, WI 53204

DOCUMENT NO.

FIRST EXPANSION AND AMENDMENT TO DECLARATION OF THE HARBOR FRONT, A CONDOMINIUM

09237907

DOC.# 09237907

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED 05/18/2006 01:28PM

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT: 55.00

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS
Attorney Susan C. Sorrentino
Godfrey & Kahn, S.C.
N21 W23350 Ridgeview Pkwy.
Waukesha, WI 53188

392-2178-200-7 429-0121-9
429-0122-4 429-0123-X

Parcel Identification Number:

THIS FIRST EXPANSION AND AMENDMENT TO DECLARATION OF THE HARBOR FRONT, A CONDOMINIUM is made as of May 18, 2006, by FRONTAGE, LLC, a Wisconsin Limited Liability Company, ("Declarant").

W I T N E S S E T H:

WHEREAS, Declarant executed that Declaration of The Harbor Front, a Condominium, recorded as Document No. 09024215 in the Office of the Register of Deeds for Milwaukee County on June 7, 2005 (the "Declaration"), submitting the property set forth in such Declaration and described on the attached **Exhibit A** ("Property") to the condominium form of ownership, reserving the option to expand the condominium to include all or portions of the Additional Property described in the Declaration, and reserving the right to make Special Amendments as described in the Declaration; and

WHEREAS, Declarant now desires to amend the Declaration in order to expand the condominium and to correct the addresses of the Condominium all in accordance with this First Expansion and Amendment to Declaration of The Harbor Front, A Condominium ("First Expansion to Declaration").

NOW, THEREFORE, the Declaration, is amended as follows:

1. Capitalized terms not defined herein shall have the meaning ascribed to them in the Declaration.

2. The Condominium and Property shall be amended and expanded to include the property described in **Exhibit B** attached here to and Boat Slips 2 through 22 as contemplated by the Declaration ("First Expansion Property").

3. The Plat shall be amended to include the First Expansion Property, and the condominium plat of survey entitled The Harbor Front, A Condominium Addendum 1 Hansen's Landing ("Addendum 1"), a copy of which is attached hereto as **Exhibit C,** shall supplement the Plat attached to the Declaration. The original Addendum 1 is recorded simultaneously with this First Expansion to Declaration and depicts the First Expansion Property as Parcels A, B, C, and D and Boat Slips 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22.

4. The total number of Residential Units added to the Condominium pursuant to this First Expansion to Declaration is 80 Residential Units. The Condominium is amended to consist, as of the date hereof, a total of 160 Residential Units.

5. The total number of Commercial Units added to the Condominium pursuant to this First Expansion to Declaration is 3 Commercial Units. The Condominium is amended to consist, as of the date hereof, a total of 9 Commercial Units.

6. The total number of Parking Units added to the Condominium pursuant to this First Expansion to Declaration is 142 Parking Units. Parking Units 81 and 126 are hereby eliminated. The Condominium is amended to consist, as of the date hereof, a total of 280 Parking Units.

7. The Common Elements shall be as shown on the Plat, as supplemented by this First Expansion to Declaration and Addendum 1.

8. The Allocated Interest of each Unit is amended as set forth on the attached **Exhibit D**.

9. The building floor plans for the First Expansion Property are as depicted on the Plat, as supplemented by Addendum 1.

10. The addresses for the Condominium are as follows:

Initial Phase

Residential Units 201 through 617:	601 East Erie Street Milwaukee, Wisconsin 53202
Commercial Units 01:	585 East Erie Street Milwaukee, Wisconsin 53202
02:	591 East Erie Street Milwaukee, Wisconsin 53202
03:	627 East Erie Street Milwaukee, Wisconsin 53202
04:	641 East Erie Street Milwaukee, Wisconsin 53202
05:	585B East Erie Street Milwaukee, Wisconsin 53202

First Expansion

Residential Units 201-2 through 617-2:	541 East Erie Street Milwaukee, Wisconsin 53202

Commercial Units	06:	509 East Erie Street Milwaukee, Wisconsin 53202
	07:	533 East Erie Street Milwaukee, Wisconsin 53202
	08:	573 East Erie Street Milwaukee, Wisconsin 53202

11. Except as amended herein, the Declaration shall remain unamended and in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this First Expansion Amendment to Declaration of The Harbor Front, a Condominium, as of the date first above written.

FRONTAGE, LLC

Peter S. Renner, Member

Jeffrey A. Natrop, Member

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

Personally came before me this 18th day of May, 2006, the above named Peter S. Renner and Jeffrey A. Natrop, as members of Frontage, LLC, and to me known to be the persons who executed the foregoing instrument in and acknowledged the same in such capacity.

Deborah E. Mattes
Notary Public, State of Wisconsin
My Commission: 3-25-07

The GUNNAR M. RENNER IRREVOCABLE TRUST, Member

By: _____
Bruce Krueger, Trustee

The PIPER F. RENNER IRREVOCABLE TRUST, Member

By: _____
Bruce Krueger, Trustee

STATE OF WISCONSIN)
WAUKESHA) SS
COUNTY OF ~~MILWAUKEE~~)

Personally came before me this 18th day of May, 2006, the above named Bruce Krueger, as Trustee of the GUNNAR M. RENNER IRREVOCABLE TRUST, and to me known to be the person who executed the foregoing instrument in and acknowledged the same in such capacity.

SUSAN C. SORRENTINO NOTARY PUBLIC STATE OF WISCONSIN

_____
Notary Public, State of Wisconsin
My Commission: is permanent

STATE OF WISCONSIN)
WAUKESHA) SS
COUNTY OF ~~MILWAUKEE~~)

Personally came before me this 18th day of May, 2006, the above named Bruce Krueger, as Trustee of the PIPER F. RENNER IRREVOCABLE TRUST, and to me known to be the person who executed the foregoing instrument in and acknowledged the same in such capacity.

SUSAN C. SORRENTINO NOTARY PUBLIC STATE OF WISCONSIN

_____
Notary Public, State of Wisconsin
My Commission: is permanent

EXHIBIT A

LEGAL DESCRIPTION OF INITIAL PHASE

The Harbor Front, a Condominium – Legal Description

Lot Two (2) in Certified Survey Map No. 7370, being a part of Lots Four (4) through Sixteen (16), inclusive, in Block One Hundred Sixty-Seven (167), Lots One (1) through Seven (7), inclusive, in Block One Hundred Seventy-Three (173), Lots One (1) through Five (5), inclusive, in Block One Hundred Seventy-Four (174) of Survey and Subdivision of Lots One (1) and Two (2), vacated Jackson Street between said Blocks One Hundred Sixty-Seven (167) and One Hundred Seventy-Three (173), vacated East Erie Street, Part of vacated East Pier Street, Part of vacated Center Street and Lands all in the Northeast One-Quarter (1/4), Northwest One-Quarter (1/4), Southwest One-Quarter (1/4) and Southeast One-Quarter (1/4) of the Northwest One-Quarter (1/4) of Section Thirty-Three (33), in Township Seven (7) North, Range Twenty-Two (22) East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, and recorded in the Register of Deeds for Milwaukee County on February 10, 2004 in Reel 5770 at Images 2114 to 2117, inclusive, as Document No. 8729204.

Excepting Therefrom

Part of Lot 2 of Certified Survey Map No. 7370, being part of the North ½ of Fractional Section 33, Town 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows: Beginning at the most Northerly Corner of Lot 2 of said Certified Survey Map; thence South 33°19'02" East along the Southwesterly line of East Erie Street 60.0 Feet to a Point; thence South 56°40'58" West 97.41 Feet to a Point; thence North 34°04'57" West 60.01 Feet to a Point; thence North 56°40'58" East 98.22 Feet to the Point of Beginning.

EXHIBIT B

FIRST EXPANSION PROPERTY

THE HARBOR FRONT, A CONDOMINIUM -- ADDENDUM NO. 1 HANSEN'S LANDING
LEGAL DESCRIPTION

PARCEL A:
LOT ONE (1) IN CERTIFIED SURVEY MAP NO. 7370, BEING A PART OF LOTS FOUR (4) THROUGH SIXTEEN (16), INCLUSIVE, IN BLOCK ONE HUNDRED SIXTY-SEVEN (167), LOTS ONE (1) THROUGH SEVEN (7), INCLUSIVE, IN BLOCK ONE HUNDRED SEVENTY-THREE (173), LOTS ONE (1) THROUGH FIVE (5), INCLUSIVE, IN BLOCK ONE HUNDRED SEVENTY-FOUR (174) OF SURVEY AND SUBDIVISION OF LOTS ONE (1) AND TWO (2), VACATED JACKSON STREET BETWEEN SAID BLOCKS ONE HUNDRED SIXTY-SEVEN (167) AND ONE HUNDRED SEVENTY-THREE (173), VACATED EAST ERIE STREET, PART OF VACATED EAST PIER STREET, PART OF VACATED CENTER STREET AND LANDS ALL IN THE NORTHEAST ONE-QUARTER (1/4), NORTHWEST ONE-QUARTER (1/4), SOUTHWEST ONE-QUARTER (1/4) AND SOUTHEAST ONE-QUARTER (1/4) OF THE NORTHWEST ONE-QUARTER (1/4) OF SECTION THIRTY-THREE (33), IN TOWNSHIP SEVEN (7) NORTH, RANGE TWENTY-TWO (22) EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, AND RECORDED IN THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY ON FEBRUARY 10, 2004 IN REEL 5770 AT IMAGES 2114 TO 2117, INCLUSIVE, AS DOCUMENT NO. 8729204.

PARCEL B: (JACKSON STREET EXTENSION RIVERWALK LAND)
PART OF LOT THREE (3) OF CERTIFIED SURVEY MAP NO. 7370, BEING A DIVISION OF LOTS FOUR (4) THRU SIXTEEN (16), INCLUSIVE, IN BLOCK ONE HUNDRED SIXTY-SEVEN (167), LOTS ONE (1) THRU SEVEN (7), INCLUSIVE, IN BLOCK ONE HUNDRED SEVENTY-THREE (173), LOTS ONE (1) THRU FIVE (5), INCLUSIVE, IN BLOCK ONE HUNDRED SEVENTY-FOUR (174) OF SURVEY AND SUBDIVISION OF LOTS ONE (1) AND TWO (2), VACATED JACKSON STREET BETWEEN SAID BLOCKS ONE HUNDRED SIXTY-SEVEN (167) AND ONE HUNDRED SEVENTY-THREE (173), VACATED EAST ERIE STREET, PART OF VACATED EAST PIER STREET, PART OF VACATED CENTER, STREET AND LANDS ALL IN THE NORTHEAST ONE-QUARTER (1/4), NORTHWEST ONE-QUARTER (1/4), SOUTHWEST ONE-QUARTER (1/4) AND SOUTHEAST ONE-QUARTER (1/4) OF THE NORTHWEST ONE-QUARTER (1/4) OF SECTION THIRTY-THREE (33), IN TOWNSHIP SEVEN (7) NORTH, RANGE TWENTY-TWO (22) EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 2 OF CERTIFIED SURVEY MAP NO. 7370; THENCE SOUTH 56°40'58" WEST ALONG THE NORTHWESTERLY LINE OF LOT 2 AFORESAID 98.22 FEET TO THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE SOUTH 34°04'57" EAST ALONG THE NORTHEASTERLY LINE OF LOT 3 AFORESAID 60.01 FEET TO A POINT; THENCE SOUTH 56°40'58" WEST 10.00 FEET TO A POINT ON THE ESTABLISHED DOCK LINE OF THE MILWAUKEE RIVER; THENCE NORTH 34°04'57" WEST ALONG SAID DOCK

LINE 60.01 FEET TO A POINT; THENCE NORTH 56°40'58" EAST 10.00 FEET TO THE POINT OF BEGINNING.

PARCEL C: (RIVERWALK LAND)
PART OF LOT THREE (3) OF CERTIFIED SURVEY MAP NO. 7370, BEING A DIVISION OF LOTS FOUR (4) THRU SIXTEEN (16), INCLUSIVE, IN BLOCK ONE HUNDRED SIXTY-SEVEN (167), LOTS ONE (1) THRU SEVEN (7), INCLUSIVE, IN BLOCK ONE HUNDRED SEVENTY-THREE (173), LOTS ONE (1) THRU FIVE (5), INCLUSIVE, IN BLOCK ONE HUNDRED SEVENTY-FOUR (174) OF SURVEY AND SUBDIVISION OF LOTS ONE (1) AND TWO (2), VACATED JACKSON STREET BETWEEN SAID BLOCKS ONE HUNDRED SIXTY-SEVEN (167) AND ONE HUNDRED SEVENTY-THREE (173), VACATED EAST ERIE STREET, PART OF VACATED EAST PIER STREET, PART OF VACATED CENTER STREET AND LANDS ALL IN THE NORTHEAST ONE-QUARTER (1/4), NORTHWEST ONE-QUARTER (1/4), SOUTHWEST ONE-QUARTER (1/4) AND SOUTHEAST ONE-QUARTER (1/4) OF THE NORTHWEST ONE-QUARTER (1/4) OF SECTION THIRTY-THREE (33), IN TOWNSHIP SEVEN (7) NORTH, RANGE TWENTY-TWO (22) EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 1 OF CERTIFIED SURVEY MAP NO. 7370; THENCE SOUTH 56°56'08" WEST ALONG THE NORTHWESTERLY LINE OF SAID LOT 1 A DISTANCE OF 103.53 FEET TO THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE SOUTH 34°04'57" EAST ALONG THE NORTHEASTERLY LINE OF LOT 3 AFORESAID 397.49 FEET TO A POINT; THENCE SOUTH 56°40'58" WEST 10.00 FEET TO A POINT ON THE ESTABLISHED DOCK LINE OF THE MILWAUKEE RIVER; THENCE NORTH 34°04'57" WEST ALONG SAID DOCK LINE 397.54 FEET TO THE NORTHWESTERLY LINE OF LOT 3 AFORESAID; THENCE NORTH 56°40'58" EAST ALONG SAID NORTHWESTERLY LINE 10.00 FEET TO THE POINT OF BEGINNING.

PARCEL D:
ALL OF LOT 3, IN BLOCK 167, OF THE THIRD WARD OF THE CITY OF MILWAUKEE ALSO KNOWN AS SURVEY AND SUBDIVISIONS OF LOTS 1 AND 2, IN SECTION 33, IN TOWNSHIP 7 NORTH, RANGE 22 EAST, TOGETHER WITH THAT PART OF LOT 2, IN SAID BLOCK 167, AND THAT PART OF LANDS LYING BETWEEN SAID LOTS IN BLOCK 167 AND THE ESTABLISHED DOCK LINE OF THE MILWAUKEE RIVER, LYING SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID LOT 3, THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINES OF SAID LOTS 3 AND 2, A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED LINE; THENCE SOUTHWESTERLY ALONG A LINE PARALLEL WITH AND DISTANCE 9 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM A STRAIGHT LINE DRAWN THROUGH THE MOST SOUTHERLY CORNER OF THE BRIDGE AND INTERLOCKING TOWER BUILDING, A DISTANCE OF 104.19 FEET, MORE OR LESS, TO A POINT ON THE ESTABLISHED DOCK LINE OF THE MILWAUKEE RIVER, AND THERE TERMINATING.

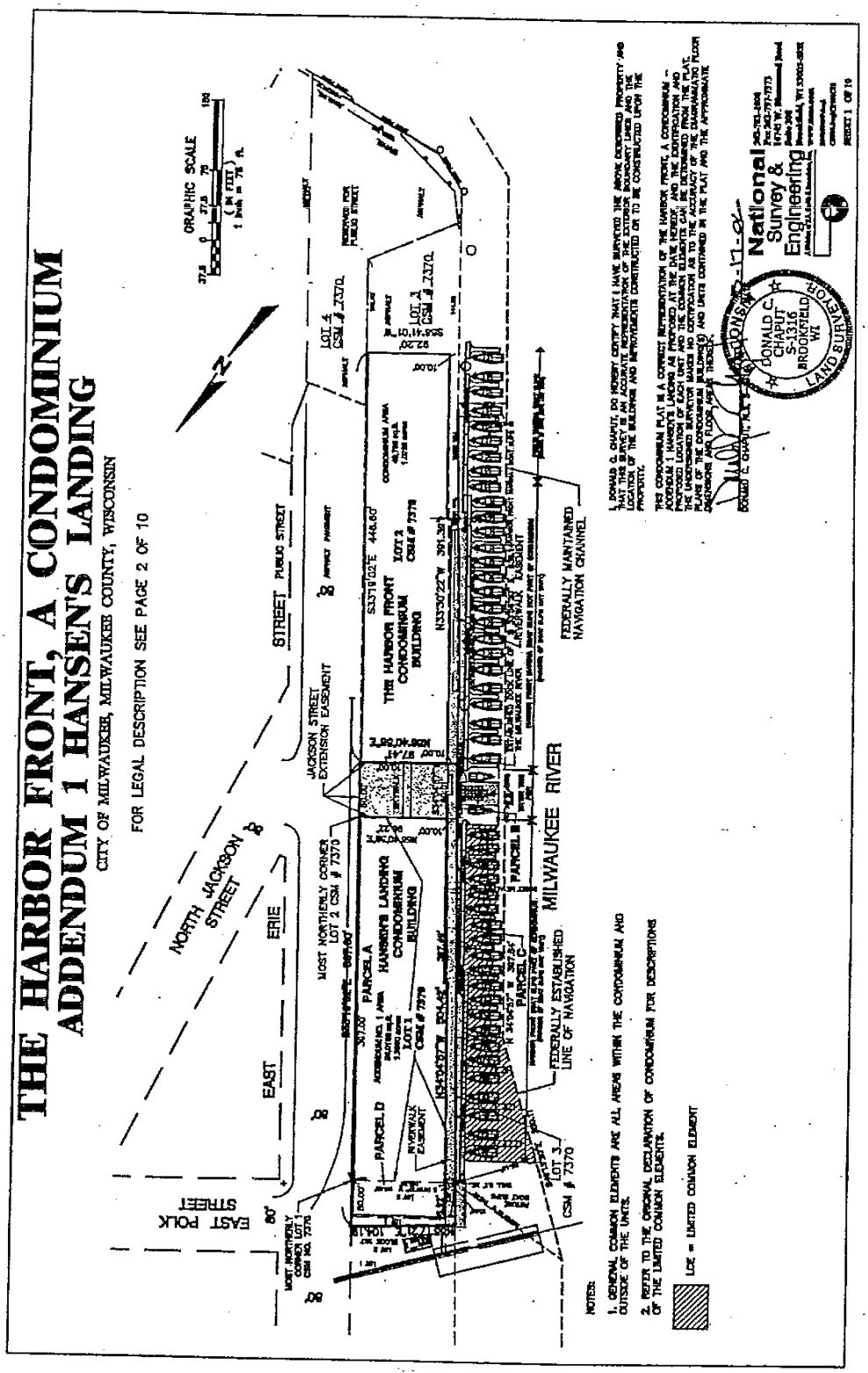
IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

TOGETHER WITH

PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 7370, BEING PART OF THE NORTH 1/2 OF FRACTIONAL SECTION 33, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 2 OF SAID CERTIFIED SURVEY MAP, THENCE SOUTH 33°19'02" EAST ALONG THE SOUTHWESTERLY LINE OF EAST ERIE STREET 60.00 FEET TO A POINT; THENCE SOUTH 56°40'58" WEST 97.41 FEET TO A POINT; THENCE NORTH 34°04'57" WEST 60.01 FEET TO A POINT; THENCE NORTH 56°40'58" EAST 98.22 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH RIPARIAN RIGHTS WITHIN THE MILWAUKEE RIVER

EXHIBIT C
CONDOMINIUM PLAT OF SURVEY



THE HARBOR FRONT, A CONDOMINIUM
ADDENDUM 1 HANSEN'S LANDING
CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

THE HARBOR FRONT, A CONDOMINIUM – ADDENDUM NO. 1 HANSEN'S LANDING
LEGAL DESCRIPTION

PARCEL A:
LOT ONE (1) IN CERTIFIED SURVEY MAP NO. 7370, BEING A PART OF LOTS FOUR (4) THROUGH SIXTEEN (16), INCLUSIVE, IN BLOCK ONE HUNDRED SIXTY-SEVEN (167), LOTS ONE (1) THROUGH SEVEN (7), INCLUSIVE, IN BLOCK ONE HUNDRED SEVENTY-THREE (173), LOTS ONE (1) THROUGH FIVE (5), INCLUSIVE, IN BLOCK ONE HUNDRED SEVENTY-FOUR (174) OF SURVEY AND SUBDIVISION OF LOTS ONE (1) AND TWO (2), VACATED JACKSON STREET BETWEEN SAID BLOCKS ONE HUNDRED SIXTY-SEVEN (167) AND ONE HUNDRED SEVENTY-THREE (173), VACATED EAST ERIE STREET, PART OF VACATED EAST PIER STREET, PART OF VACATED CENTER STREET AND LANDS ALL IN THE NORTHEAST ONE-QUARTER (1/4), NORTHWEST ONE-QUARTER (1/4), SOUTHWEST ONE-QUARTER (1/4) AND SOUTHEAST ONE-QUARTER (1/4) OF THE NORTHWEST ONE-QUARTER (1/4) OF SECTION THIRTY-THREE (33), IN TOWNSHIP SEVEN (7) NORTH, RANGE TWENTY-TWO (22) EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, AND RECORDED IN THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY ON FEBRUARY 10, 2004 IN REEL 5770 AT IMAGES 2114 TO 2117, INCLUSIVE, AS DOCUMENT NO. 8729204.

PARCEL B: (JACKSON STREET EXTENSION RIVERWALK LAND)
PART OF LOT THREE (3) OF CERTIFIED SURVEY MAP NO. 7370, BEING A DIVISION OF LOTS FOUR (4) THRU SIXTEEN (16), INCLUSIVE, IN BLOCK ONE HUNDRED SIXTY-SEVEN (167), LOTS ONE (1) THRU SEVEN (7), INCLUSIVE, IN BLOCK ONE HUNDRED SEVENTY-THREE (173), LOTS ONE (1) THRU FIVE (5), INCLUSIVE, IN BLOCK ONE HUNDRED SEVENTY-FOUR (174) OF SURVEY AND SUBDIVISION OF LOTS ONE (1) AND TWO (2), VACATED JACKSON STREET BETWEEN SAID BLOCKS ONE HUNDRED SIXTY-SEVEN (167) AND ONE HUNDRED SEVENTY-THREE (173), VACATED EAST ERIE STREET, PART OF VACATED EAST PIER STREET, PART OF VACATED CENTER, STREET AND LANDS ALL IN THE NORTHEAST ONE-QUARTER (1/4), NORTHWEST ONE-QUARTER (1/4), SOUTHWEST ONE-QUARTER (1/4) AND SOUTHEAST ONE-QUARTER (1/4) OF THE NORTHWEST ONE-QUARTER (1/4) OF SECTION THIRTY-THREE (33), IN TOWNSHIP SEVEN (7) NORTH, RANGE TWENTY-TWO (22) EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 2 OF CERTIFIED SURVEY MAP NO. 7370; THENCE SOUTH 56°40'55" WEST ALONG THE NORTHWESTERLY LINE OF LOT 2 AFORESAID 98.22 FEET TO THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE SOUTH 34°04'57" EAST ALONG THE NORTHEASTERLY LINE OF LOT 2 AFORESAID 80.01 FEET TO A POINT; THENCE SOUTH 56°40'55" WEST 10.00 FEET TO A POINT ON THE ESTABLISHED DOCK LINE OF THE MILWAUKEE RIVER; THENCE NORTH 34°04'57" WEST ALONG SAID DOCK LINE 80.01 FEET TO A POINT; THENCE NORTH 56°40'55" EAST 10.00 FEET TO THE POINT OF BEGINNING.

PARCEL C: (RIVERWALK LAND)
PART OF LOT THREE (3) OF CERTIFIED SURVEY MAP NO. 7370, BEING A DIVISION OF LOTS FOUR (4) THRU SIXTEEN (16), INCLUSIVE, IN BLOCK ONE HUNDRED SIXTY-SEVEN (167), LOTS ONE (1) THRU SEVEN (7), INCLUSIVE, IN BLOCK ONE HUNDRED SEVENTY-THREE (173), LOTS ONE (1) THRU FIVE (5), INCLUSIVE, IN BLOCK ONE HUNDRED SEVENTY-FOUR (174) OF SURVEY AND SUBDIVISION OF LOTS ONE (1) AND TWO (2), VACATED JACKSON STREET BETWEEN SAID BLOCKS ONE HUNDRED SIXTY-SEVEN (167) AND ONE HUNDRED SEVENTY-THREE (173), VACATED EAST ERIE STREET, PART OF VACATED EAST PIER STREET, PART OF VACATED CENTER STREET AND LANDS ALL IN THE NORTHEAST ONE-QUARTER (1/4), NORTHWEST ONE-QUARTER (1/4), SOUTHWEST ONE-QUARTER (1/4) AND SOUTHEAST ONE-QUARTER (1/4) OF THE NORTHWEST ONE-QUARTER (1/4) OF SECTION THIRTY-THREE (33), IN TOWNSHIP SEVEN (7) NORTH, RANGE TWENTY-TWO (22) EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 1 OF CERTIFIED SURVEY MAP NO. 7370; THENCE SOUTH 56°56'06" WEST ALONG THE NORTHWESTERLY LINE OF SAID LOT 1 A DISTANCE OF 103.63 FEET TO THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE SOUTH 34°04'57" EAST ALONG THE NORTHEASTERLY LINE OF LOT 3 AFORESAID 397.49 FEET TO A POINT; THENCE SOUTH 56°40'55" WEST 10.00 FEET TO A POINT ON THE ESTABLISHED DOCK LINE OF THE MILWAUKEE RIVER; THENCE NORTH 34°04'57" WEST ALONG SAID DOCK LINE 397.54 FEET TO THE NORTHWESTERLY LINE OF LOT 3 AFORESAID; THENCE NORTH 56°40'55" EAST ALONG SAID NORTHWESTERLY LINE 10.00 FEET TO THE POINT OF BEGINNING.

PARCEL D:
ALL OF LOT 3, IN BLOCK 167, OF THE THIRD WARD OF THE CITY OF MILWAUKEE ALSO KNOWN AS SURVEY AND SUBDIVISIONS OF LOTS 1 AND 2, IN SECTION 33, IN TOWNSHIP 7 NORTH, RANGE 22 EAST, TOGETHER WITH THAT PART OF LOT 2, IN SAID BLOCK 167, AND THAT PART OF LANDS LYING BETWEEN SAID LOTS IN BLOCK 167 AND THE ESTABLISHED DOCK LINE OF THE MILWAUKEE RIVER, LYING SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID LOT 3, THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINES OF SAID LOTS 3 AND 2, A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED LINE; THENCE SOUTHWESTERLY ALONG A LINE PARALLEL WITH AND DISTANCE 9 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM A STRAIGHT LINE DRAWN THROUGH THE MOST SOUTHERLY CORNER OF THE BRIDGE AND INTERLOCKING TOWER BUILDING, A DISTANCE OF 104.19 FEET, MORE OR LESS, TO A POINT ON THE ESTABLISHED DOCK LINE OF THE MILWAUKEE RIVER, AND THERE TERMINATING.

IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

THE HARBOR FRONT, A CONDOMINIUM – ADDENDUM NO. 1 HANSEN'S LANDING CONT'D
LEGAL DESCRIPTION

TOGETHER WITH

PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 7370, BEING PART OF THE NORTH 1/2 OF FRACTIONAL SECTION 33, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 2 OF SAID CERTIFIED SURVEY MAP, THENCE SOUTH 33°19'02" EAST ALONG THE SOUTHWESTERLY LINE OF EAST ERIE STREET 60.00 FEET TO A POINT; THENCE SOUTH 56°40'55" WEST 97.41 FEET TO A POINT; THENCE NORTH 34°04'57" WEST 60.01 FEET TO A POINT; THENCE NORTH 56°40'55" EAST 98.22 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH RIPARIAN RIGHTS WITHIN THE MILWAUKEE RIVER

THE HARBOR FRONT, A CONDOMINIUM – OVERALL LEGAL DESCRIPTION

LOT TWO (2) IN CERTIFIED SURVEY MAP NO. 7370, BEING A PART OF LOTS FOUR (4) THROUGH SIXTEEN (16), INCLUSIVE, IN BLOCK ONE HUNDRED SIXTY-SEVEN (167), LOTS ONE (1) THROUGH SEVEN (7), INCLUSIVE, IN BLOCK ONE HUNDRED SEVENTY-THREE (173), LOTS ONE (1) THROUGH FIVE (5), INCLUSIVE, IN BLOCK ONE HUNDRED SEVENTY-FOUR (174) OF SURVEY AND SUBDIVISION OF LOTS ONE (1) AND TWO (2), VACATED JACKSON STREET BETWEEN SAID BLOCKS ONE HUNDRED SIXTY-SEVEN (167) AND ONE HUNDRED SEVENTY-THREE (173), VACATED EAST ERIE STREET, PART OF VACATED EAST PIER STREET, PART OF VACATED CENTER STREET AND LANDS ALL IN THE NORTHEAST ONE-QUARTER (1/4), NORTHWEST ONE-QUARTER (1/4), SOUTHWEST ONE-QUARTER (1/4) AND SOUTHEAST ONE-QUARTER (1/4) OF THE NORTHWEST ONE-QUARTER (1/4) OF SECTION THIRTY-THREE (33), IN TOWNSHIP SEVEN (7) NORTH, RANGE TWENTY-TWO (22) EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, AND RECORDED IN THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY ON FEBRUARY 10, 2004 IN REEL 5770 AT IMAGES 2114 TO 2117, INCLUSIVE, AS DOCUMENT NO. 8729204.

TOGETHER WITH

PARCEL A:
LOT ONE (1) IN CERTIFIED SURVEY MAP NO. 7370, BEING A PART OF LOTS FOUR (4) THROUGH SIXTEEN (16), INCLUSIVE, IN BLOCK ONE HUNDRED SIXTY-SEVEN (167), LOTS ONE (1) THROUGH SEVEN (7), INCLUSIVE, IN BLOCK ONE HUNDRED SEVENTY-THREE (173), LOTS ONE (1) THROUGH FIVE (5), INCLUSIVE, IN BLOCK ONE HUNDRED SEVENTY-FOUR (174) OF SURVEY AND SUBDIVISION OF LOTS ONE (1) AND TWO (2), VACATED JACKSON STREET BETWEEN SAID BLOCKS ONE HUNDRED SIXTY-SEVEN (167) AND ONE HUNDRED SEVENTY-THREE (173), VACATED EAST ERIE STREET, PART OF VACATED EAST PIER STREET, PART OF VACATED CENTER STREET AND LANDS ALL IN THE NORTHEAST ONE-QUARTER (1/4), NORTHWEST ONE-QUARTER (1/4), SOUTHWEST ONE-QUARTER (1/4) AND SOUTHEAST ONE-QUARTER (1/4) OF THE NORTHWEST ONE-QUARTER (1/4) OF SECTION THIRTY-THREE (33), IN TOWNSHIP SEVEN (7) NORTH, RANGE TWENTY-TWO (22) EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, AND RECORDED IN THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY ON FEBRUARY 10, 2004 IN REEL 5770 AT IMAGES 2114 TO 2117, INCLUSIVE, AS DOCUMENT NO. 8729204.

TOGETHER WITH

PARCEL B: (JACKSON STREET EXTENSION RIVERWALK LAND)
PART OF LOT THREE (3) OF CERTIFIED SURVEY MAP NO. 7370, BEING A DIVISION OF LOTS FOUR (4) THRU SIXTEEN (16), INCLUSIVE, IN BLOCK ONE HUNDRED SIXTY-SEVEN (167), LOTS ONE (1) THRU SEVEN (7), INCLUSIVE, IN BLOCK ONE HUNDRED SEVENTY-THREE (173), LOTS ONE (1) THRU FIVE (5), INCLUSIVE, IN BLOCK ONE HUNDRED SEVENTY-FOUR (174) OF SURVEY AND SUBDIVISION OF LOTS ONE (1) AND TWO (2), VACATED JACKSON STREET BETWEEN SAID BLOCKS ONE HUNDRED SIXTY-SEVEN (167) AND ONE HUNDRED SEVENTY-THREE (173), VACATED EAST ERIE STREET, PART OF VACATED EAST PIER STREET, PART OF VACATED CENTER, STREET AND LANDS ALL IN THE NORTHEAST ONE-QUARTER (1/4), NORTHWEST ONE-QUARTER (1/4), SOUTHWEST ONE-QUARTER (1/4) AND SOUTHEAST ONE-QUARTER (1/4) OF THE NORTHWEST ONE-QUARTER (1/4) OF SECTION THIRTY-THREE (33), IN TOWNSHIP SEVEN (7) NORTH, RANGE TWENTY-TWO (22) EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 2 OF CERTIFIED SURVEY MAP NO. 7370; THENCE SOUTH 56°40'55" WEST ALONG THE NORTHWESTERLY LINE OF LOT 2 AFORESAID 98.22 FEET TO THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE SOUTH 34°04'57" EAST ALONG THE NORTHEASTERLY LINE OF LOT 2 AFORESAID 80.01 FEET TO A POINT; THENCE SOUTH 56°40'55" WEST 10.00 FEET TO A POINT ON THE ESTABLISHED DOCK LINE OF THE MILWAUKEE RIVER; THENCE NORTH 34°04'57" WEST ALONG SAID DOCK LINE 80.01 FEET TO A POINT; THENCE NORTH 56°40'55" EAST 10.00 FEET TO THE POINT OF BEGINNING.

THE HARBOR FRONT, A CONDOMINIUM – OVERALL LEGAL DESCRIPTION - CONT'D

PARCEL C:
PART OF LOT THREE (3) OF CERTIFIED SURVEY MAP NO. 7370, BEING A DIVISION OF LOTS FOUR (4) THRU SIXTEEN (16), INCLUSIVE, IN BLOCK ONE HUNDRED SIXTY-SEVEN (167), LOTS ONE (1) THRU SEVEN (7), INCLUSIVE, IN BLOCK ONE HUNDRED SEVENTY-THREE (173), LOTS ONE (1) THRU FIVE (5), INCLUSIVE, IN BLOCK ONE HUNDRED SEVENTY-FOUR (174) OF SURVEY AND SUBDIVISION OF LOTS ONE (1) AND TWO (2), VACATED JACKSON STREET BETWEEN SAID BLOCKS ONE HUNDRED SIXTY-SEVEN (167) AND ONE HUNDRED SEVENTY-THREE (173), VACATED EAST ERIE STREET, PART OF VACATED EAST PIER STREET, PART OF VACATED CENTER STREET AND LANDS ALL IN THE NORTHEAST ONE-QUARTER (1/4), NORTHWEST ONE-QUARTER (1/4), SOUTHWEST ONE-QUARTER (1/4) AND SOUTHEAST ONE-QUARTER (1/4) OF THE NORTHWEST ONE-QUARTER (1/4) OF SECTION THIRTY-THREE (33), IN TOWNSHIP SEVEN (7) NORTH, RANGE TWENTY-TWO (22) EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 1 OF CERTIFIED SURVEY MAP NO. 7370; THENCE SOUTH 56°56'06" WEST ALONG THE NORTHWESTERLY LINE OF SAID LOT 1 A DISTANCE OF 103.63 FEET TO THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE SOUTH 34°04'57" EAST ALONG THE NORTHEASTERLY LINE OF LOT 3 AFORESAID 397.49 FEET TO A POINT; THENCE SOUTH 56°40'55" WEST 10.00 FEET TO A POINT ON THE ESTABLISHED DOCK LINE OF THE MILWAUKEE RIVER; THENCE NORTH 34°04'57" WEST ALONG SAID DOCK LINE 397.54 FEET TO THE NORTHWESTERLY LINE OF LOT 3 AFORESAID; THENCE NORTH 56°40'55" EAST ALONG SAID NORTHWESTERLY LINE 10.00 FEET TO THE POINT OF BEGINNING.

PARCEL D:
ALL OF LOT 3, IN BLOCK 167, OF THE THIRD WARD OF THE CITY OF MILWAUKEE ALSO KNOWN AS SURVEY AND SUBDIVISIONS OF LOTS 1 AND 2, IN SECTION 33, IN TOWNSHIP 7 NORTH, RANGE 22 EAST, TOGETHER WITH THAT PART OF LOT 2, IN SAID BLOCK 167, AND THAT PART OF LANDS LYING BETWEEN SAID LOTS IN BLOCK 167 AND THE ESTABLISHED DOCK LINE OF THE MILWAUKEE RIVER, LYING SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID LOT 3, THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINES OF SAID LOTS 3 AND 2, A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED LINE; THENCE SOUTHWESTERLY ALONG A LINE PARALLEL WITH AND DISTANCE 9 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM A STRAIGHT LINE DRAWN THROUGH THE MOST SOUTHERLY CORNER OF THE BRIDGE AND INTERLOCKING TOWER BUILDING, A DISTANCE OF 104.19 FEET, MORE OR LESS, TO A POINT ON THE ESTABLISHED DOCK LINE OF THE MILWAUKEE RIVER, AND THERE TERMINATING.

IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

TOGETHER WITH RIPARIAN RIGHTS WITHIN THE MILWAUKEE RIVER

National Survey & Engineering
A Division of R.A. Smith & Associates, Inc.
262-781-1000
Fax 262-797-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938
www.[illegible]

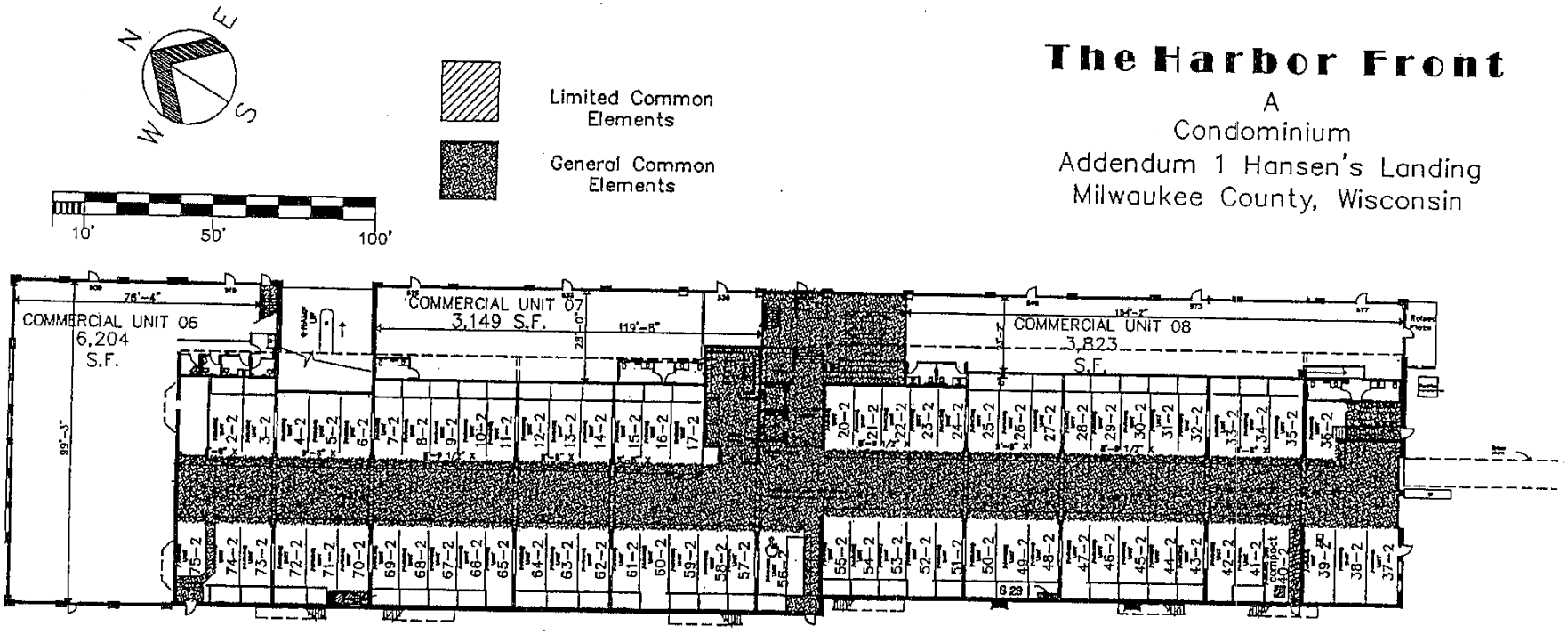
The Harbor Front

A

Condominium

Addendum 1 Hansen's Landing

Milwaukee County, Wisconsin



LOWER LEVEL

THE IDENTIFICATION AND THE PROPOSED LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE DRAWINGS SUPPLIED BY OTHERS. THE SURVEYOR MAKES NO CERTIFICATION AS TO THE ACCURACY OF THE DIAGRAMMATIC FLOOR PLANS OF THE CONDOMINIUM BUILDING(S) AND UNITS CONTAINED IN THE PLAT AND THE APPROXIMATE DIMENSIONS AND FLOOR AREAS THEREOF.

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www.rasmi.com

The Harbor Front

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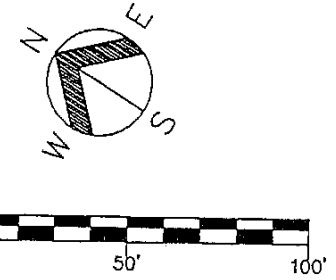
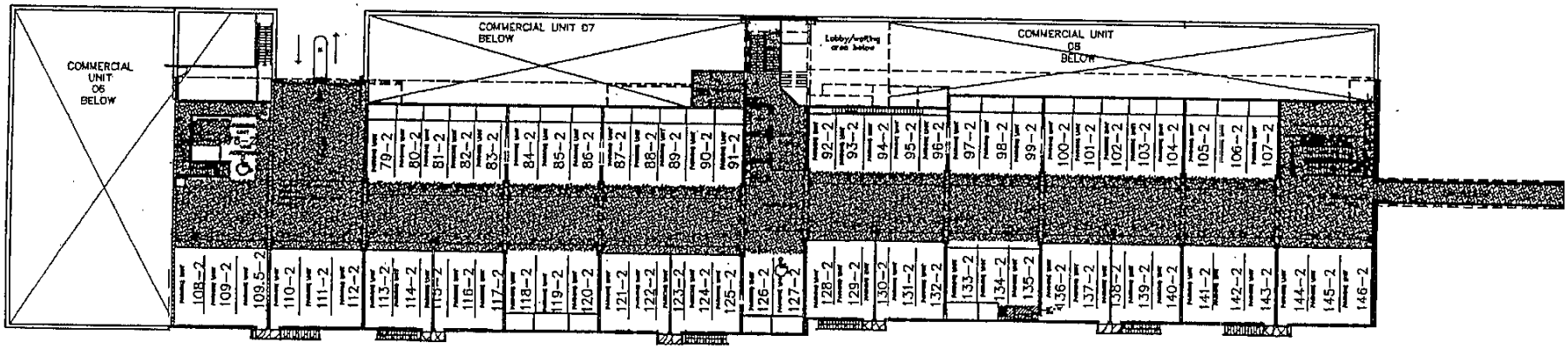
Milwaukee County, Wisconsin



Limited Common Elements

General Common Elements



UPPER LEVEL

THE IDENTIFICATION AND PROPOSED LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE SURVEYOR MAKES NO CERTIFICATION AS TO THE ACCURACY OF THE DIAGRAMMATIC FLOOR PLANS OF THE CONDOMINIUM BUILDING(S) AND UNITS CONTAINED IN THE PLAT AND THE APPROXIMATE DIMENSIONS AND FLOOR AREAS THEREOF.

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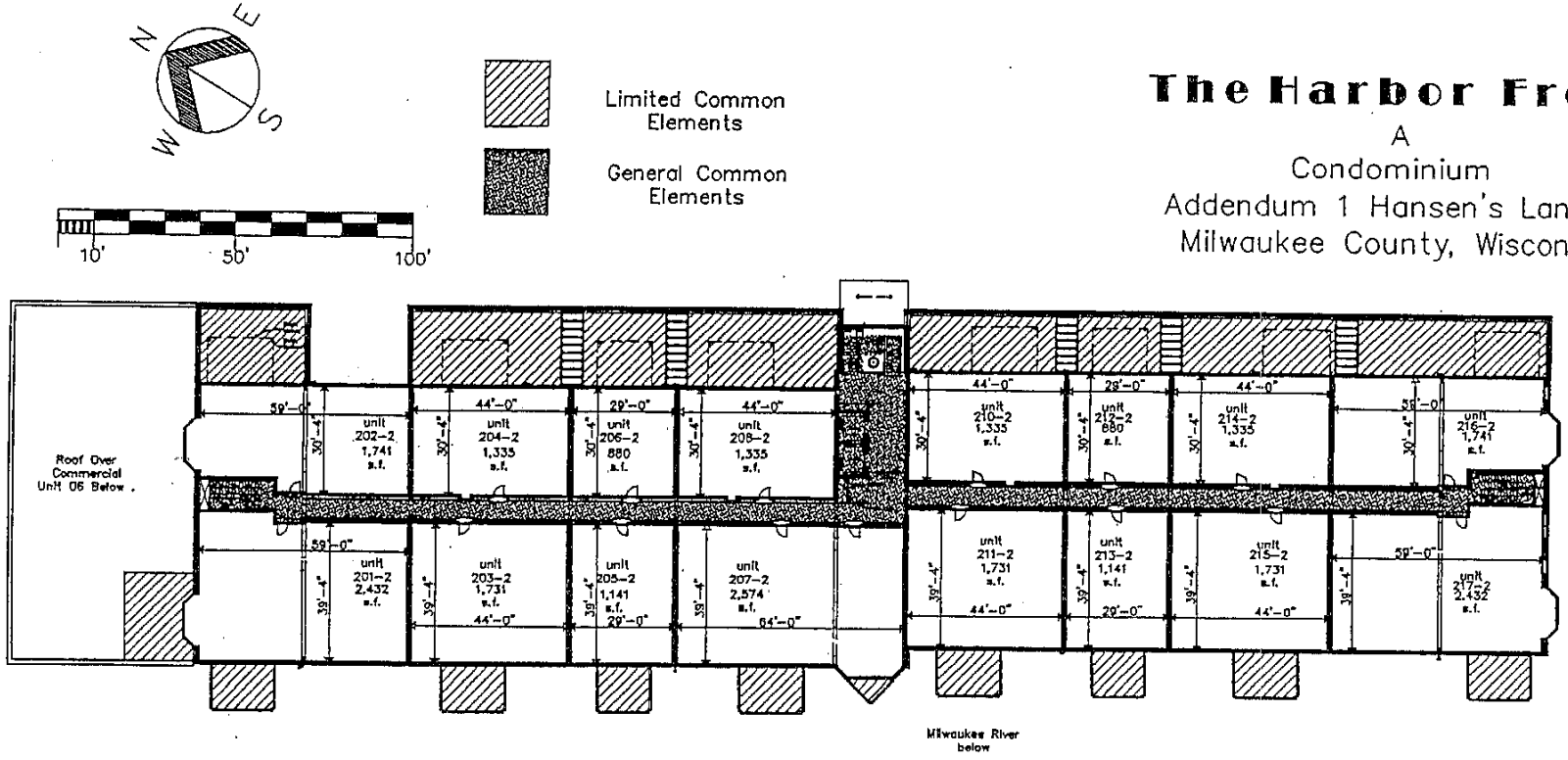
Milwaukee County, Wisconsin



SECOND FLOOR

THE IDENTIFICATION AND PROPOSED LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE SURVEYOR MAKES NO CERTIFICATION AS TO THE ACCURACY OF THE DIAGRAMMATIC FLOOR PLANS OF THE CONDOMINIUM BUILDING(S) AND UNITS CONTAINED IN THE PLAT AND THE APPROXIMATE DIMENSIONS AND FLOOR AREAS THEREOF.

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www.nsae.com

SHEET 5 OF 10

13

The Harbor Front

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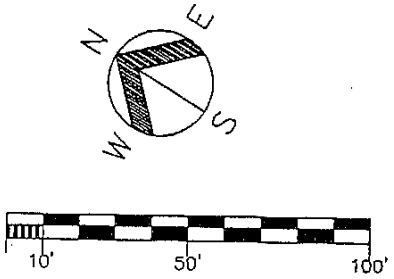
Condominium

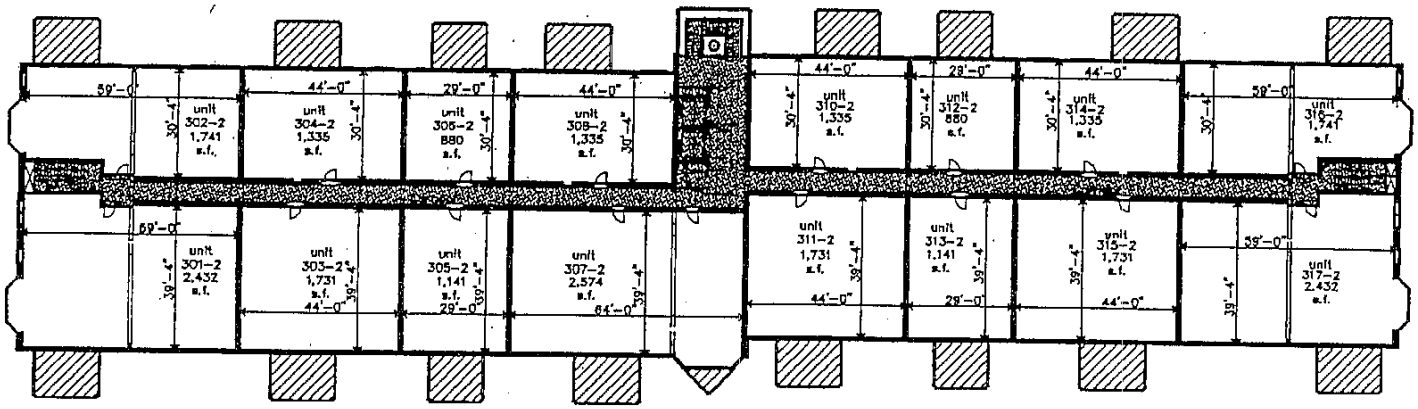
Addendum 1 Hansen's Landing

Milwaukee County, Wisconsin



Limited Common Elements

General Common Elements



THIRD FLOOR

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SHEET 6 OF 10

The Harbor Front

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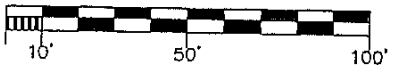
Condominium

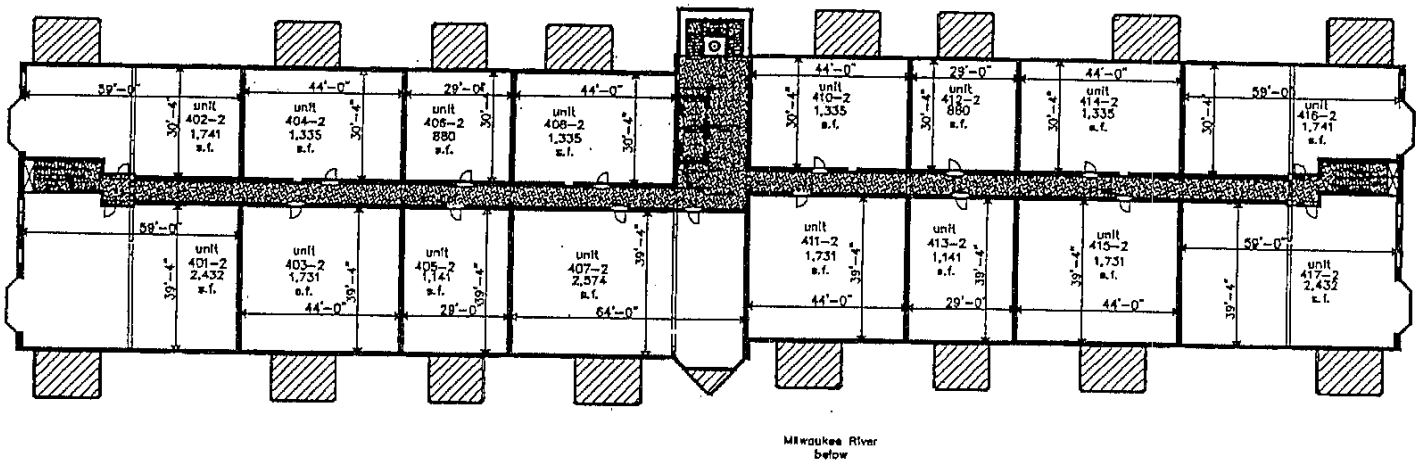
Addendum 1 Hansen's Landing

Milwaukee County, Wisconsin



Limited Common Elements

General Common Elements



FOURTH FLOOR

THE IDENTIFICATION AND PROPOSED LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE SURVEYOR MAKES NO CERTIFICATION AS TO THE ACCURACY OF THE DIAGRAMMATIC FLOOR PLANS OF THE CONDOMINIUM BUILDING(S) AND UNITS CONTAINED IN THE PLAT AND THE APPROXIMATE DIMENSIONS AND FLOOR AREAS THEREOF.

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www.nsengr.com

15

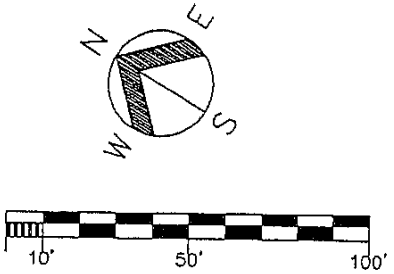
The Harbor Front

A

Condominium

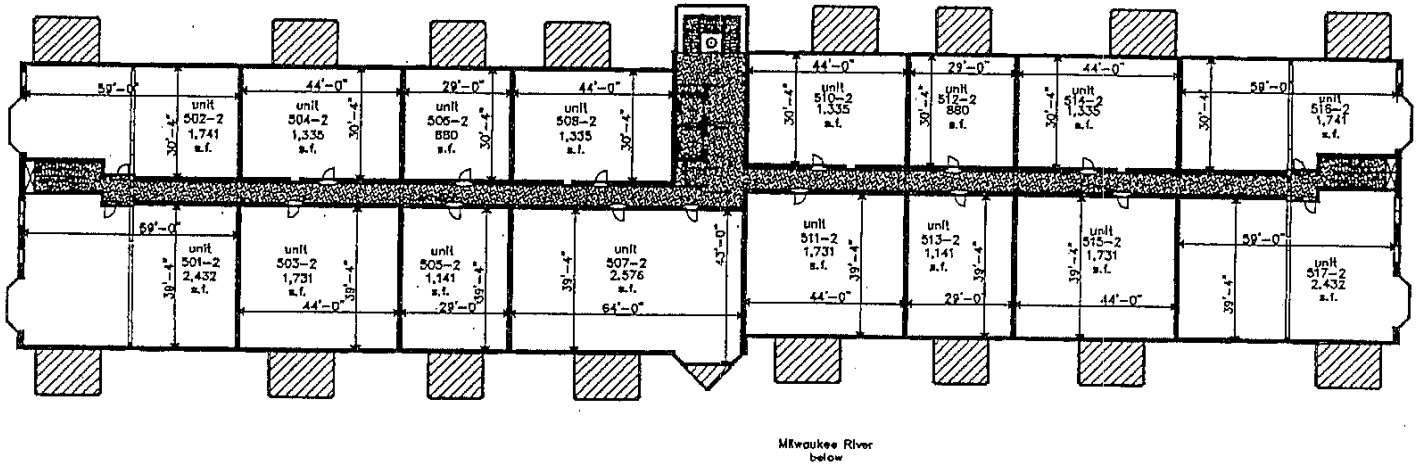
Addendum 1 Hansen's Landing

Milwaukee County, Wisconsin



Limited Common Elements

General Common Elements



FIFTH FLOOR

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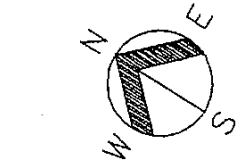
www.rasmith.com

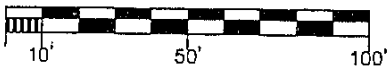
SHEET 6 OF 10

16

The Harbor Front

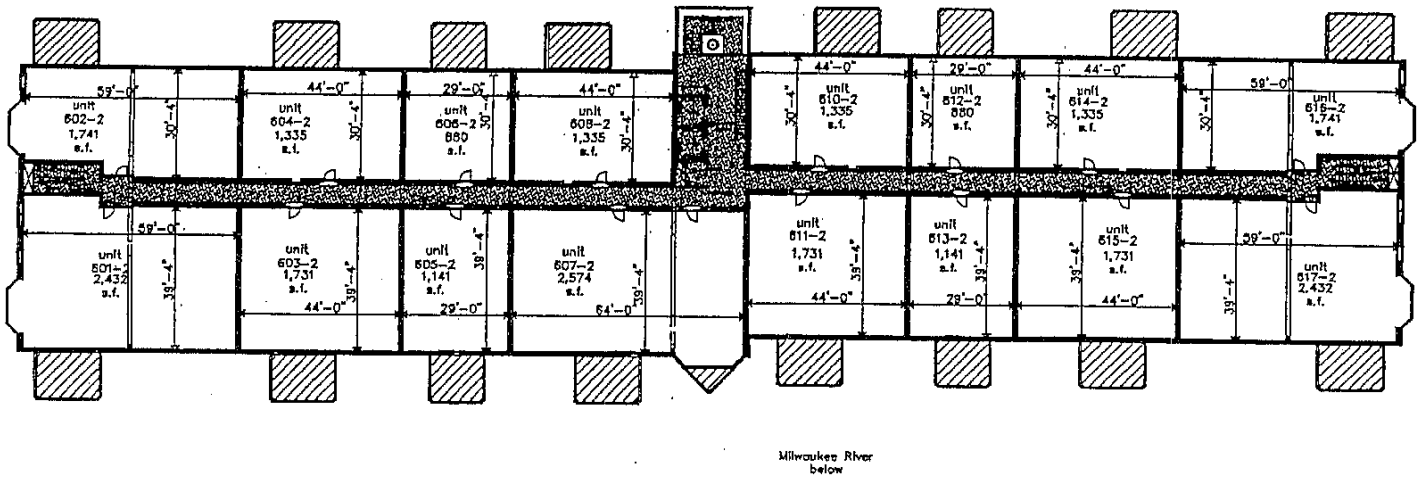
A
Condominium
Addendum 1 Hansen's Landing
Milwaukee County, Wisconsin





Limited Common Elements

General Common Elements



SIXTH FLOOR

THE IDENTIFICATION AND PROPOSED LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE SURVEYOR MAKES NO CERTIFICATION AS TO THE ACCURACY OF THE DIAGRAMMATIC FLOOR PLANS OF THE CONDOMINIUM BUILDING(S) AND UNITS CONTAINED IN THE PLAT AND THE APPROXIMATE DIMENSIONS AND FLOOR AREAS THEREOF.

National Survey & Engineering
A Division of R.A. Smith & Associates, Inc.
262-781-1000
Fax 262-797-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938
www.nsae.com

SHEET 9 OF 10

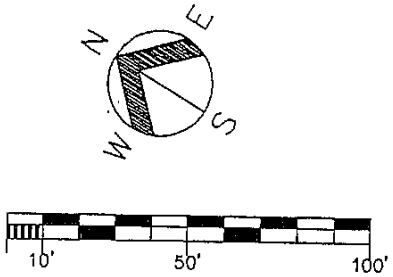
The Harbor Front

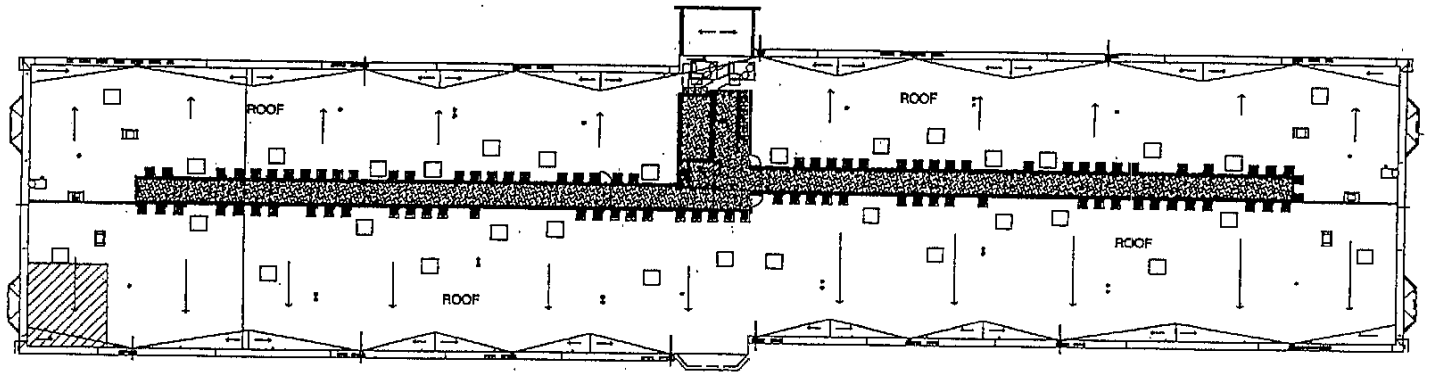
A

Condominium

Addendum 1 Hansen's Landing

Milwaukee County, Wisconsin





ROOF PLAN

18

THE IDENTIFICATION AND PROPOSED LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE SURVEYOR MAKES NO CERTIFICATION AS TO THE ACCURACY OF THE DIAGRAMMATIC FLOOR PLANS OF THE CONDOMINIUM BUILDING(S) AND UNITS CONTAINED IN THE PLAT AND THE APPROXIMATE DIMENSIONS AND FLOOR AREAS THEREOF.

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16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938
WWW.[illegible].COM

SHEET 10 OF 10

EXHIBIT D

ALLOCATED INTEREST SCHEDULE

	Upon Phase II Expansion
Phase I Units	
Commercial Units	
01	0.6250%
02	0.6250%
03	0.6250%
04	0.6250%
05	0.6250%
Residential Units	
201	0.59375%
202	0.59375%
203	0.59375%
204	0.59375%
205	0.59375%
206	0.59375%
207	0.59375%
208	0.59375%
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212	0.59375%
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301	0.59375%
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306	0.59375%
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313	0.59375%

*This assessment allocation is subject to the Board of Directors' discretion to determine an equitable allocation.

314	0.59375%
315	0.59375%
316	0.59375%
317	0.59375%
401	0.59375%
402	0.59375%
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617	0.59375%

Phase II Units (Expansion Property)

Commercial Units	
06-2	0.6250%
07-2	0.6250%
08-2	0.6250%
Residential Units	
201-2	0.59375%
202-2	0.59375%
203-2	0.59375%
204-2	0.59375%
205-2	0.59375%
206-2	0.59375%
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615-2	0.59375%
616-2	0.59375%
617-2	0.59375%
	100%
	160 Residential Units
	x .59375% = 95%
	8 Commercial Units
	x .6250 = 5%

mw1143358_1

DOC.# 09355456

REGISTER'S OFFICE | SS
Milwaukee County, WI|

RECORDED 12/18/2006 01:17PM

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT: 23.00

DOCUMENT NO

SECOND AMENDMENT TO DECLARATION OF THE HARBOR FRONT, A CONDOMINIUM

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS
Attorney Susan C Sorrentino
Godfrey & Kahn, S C
N21 W23350 Ridgeview Pkwy
Waukesha, WI 53188

Parcel Identification Number

THIS SECOND AMENDMENT TO DECLARATION OF THE HARBOR FRONT, A CONDOMINIUM is made as of December 6, 2006, by FRONTAGE, LLC, a Wisconsin Limited Liability Company, ("Declarant")

WITNESSETH

WHEREAS, Declarant executed that Declaration of The Harbor Front, a Condominium, recorded as Document No 09024215 in the Office of the Register of Deeds for Milwaukee County on June 7, 2005, as expanded and amended pursuant to that First Expansion And Amendment to Declaration of The Harbor Front, recorded as Document No 9237907 on May 18, 2006, together (the "Declaration"), submitting the property set forth in such Declaration and described on the attached **Exhibit A** ("Property") to the condominium form of ownership, and reserving the right to add additional boat slips and to make Special Amendments as described in the Declaration, and

WHEREAS, Declarant now desires to amend the Declaration in order to add one boat slip to the Condominium all in accordance with this Second Amendment to Declaration of The Harbor Front, A Condominium ("Second Amendment to Declaration").

NOW, THEREFORE, the Declaration, is amended as follows.

1 Capitalized terms not defined herein shall have the meaning ascribed to them in the Declaration

2 The Condominium and Property are hereby amended to include Boat Slip #1 as depicted on **Exhibit B** attached hereto

3. The Plat shall be amended to include Boat Slip #1, and the condominium plat of survey entitled The Harbor Front, A Condominium Addendum 2 – Boat Slip #1 ("Addendum 2"), a copy of which is attached hereto as **Exhibit B,** shall supplement the Plat attached to the Declaration The original Addendum 2 is recorded simultaneously with this Second Amendment to Declaration and depicts Boat Slip #1

4 Except as amended herein, the Declaration shall remain unamended and in full force and effect

IN WITNESS WHEREOF, the undersigned has executed this Second Amendment to Declaration of The Harbor Front, a Condominium, as of the date first above written.

FRONTAGE, LLC

Peter S Renner, Member

Jeffrey A Natrop, Member

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

Personally came before me this 6th day of December, 2006, the above named Peter S Renner and Jeffrey A Natrop, as members of Frontage, LLC, and to me known to be the persons who executed the foregoing instrument in and acknowledged the same in such capacity

Notary Public, State of Wisconsin
My Commission 3/25/07

The GUNNAR M. RENNER IRREVOCABLE TRUST, Member

By. _____
Bruce Krueger, Trustee

The PIPER F RENNER IRREVOCABLE TRUST, Member

By _____
Bruce Krueger, Trustee

STATE OF WISCONSIN)
Waukesha) SS
COUNTY OF ~~MILWAUKEE~~)

Personally came before me this 7th day of December, 2006, the above named Bruce Krueger, as Trustee of the GUNNAR M RENNER IRREVOCABLE TRUST, and to me known to be the person who executed the foregoing instrument in and acknowledged the same in such capacity.

_____
Notary Public, State of Wisconsin
My Commission Expires January 24, 2010

STATE OF WISCONSIN)
Waukesha) SS
COUNTY OF ~~MILWAUKEE~~)

Personally came before me this 7th day of December, 2006, the above named Bruce Krueger, as Trustee of the PIPER F. RENNER IRREVOCABLE TRUST, and to me known to be the person who executed the foregoing instrument in and acknowledged the same in such capacity.

_____
Notary Public, State of Wisconsin
My Commission Expires January 24, 2010

EXHIBIT A

THE HARBOR FRONT, A CONDOMINIUM – OVERALL LEGAL DESCRIPTION

LOT TWO (2) IN CERTIFIED SURVEY MAP NO 7370, BEING A PART OF LOTS FOUR (4) THROUGH SIXTEEN (16), INCLUSIVE, IN BLOCK ONE HUNDRED SIXTY-SEVEN (167), LOTS ONE (1) THROUGH SEVEN (7), INCLUSIVE, IN BLOCK ONE HUNDRED SEVENTY-THREE (173), LOTS ONE (1) THROUGH FIVE (5), INCLUSIVE, IN BLOCK ONE HUNDRED SEVENTY-FOUR (174) OF SURVEY AND SUBDIVISION OF LOTS ONE (1) AND TWO (2), VACATED JACKSON STREET BETWEEN SAID BLOCKS ONE HUNDRED SIXTY-SEVEN (167) AND ONE HUNDRED SEVENTY-THREE (173), VACATED EAST ERIE STREET, PART OF VACATED EAST PIER STREET, PART OF VACATED CENTER STREET AND LANDS ALL IN THE NORTHEAST ONE-QUARTER (1/4), NORTHWEST ONE-QUARTER (1/4), SOUTHWEST ONE-QUARTER (1/4) AND SOUTHEAST ONE-QUARTER (1/4) OF THE NORTHWEST ONE-QUARTER (1/4) OF SECTION THIRTY-THREE (33), IN TOWNSHIP SEVEN (7) NORTH, RANGE TWENTY-TWO (22) EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, AND RECORDED IN THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY ON FEBRUARY 10, 2004 IN REEL 5770 AT IMAGES 2114 TO 2117, INCLUSIVE, AS DOCUMENT NO 8729204

TOGETHER WITH

PARCEL A:
LOT ONE (1) IN CERTIFIED SURVEY MAP NO 7370, BEING A PART OF LOTS FOUR (4) THROUGH SIXTEEN (16), INCLUSIVE, IN BLOCK ONE HUNDRED SIXTY-SEVEN (167), LOTS ONE (1) THROUGH SEVEN (7), INCLUSIVE, IN BLOCK ONE HUNDRED SEVENTY-THREE (173), LOTS ONE (1) THROUGH FIVE (5), INCLUSIVE, IN BLOCK ONE HUNDRED SEVENTY-FOUR (174) OF SURVEY AND SUBDIVISION OF LOTS ONE (1) AND TWO (2), VACATED JACKSON STREET BETWEEN SAID BLOCKS ONE HUNDRED SIXTY-SEVEN (167) AND ONE HUNDRED SEVENTY-THREE (173), VACATED EAST ERIE STREET, PART OF VACATED EAST PIER STREET, PART OF VACATED CENTER STREET AND LANDS ALL IN THE NORTHEAST ONE-QUARTER (1/4), NORTHWEST ONE-QUARTER (1/4), SOUTHWEST ONE-QUARTER (1/4) AND SOUTHEAST ONE-QUARTER (1/4) OF THE NORTHWEST ONE-QUARTER (1/4) OF SECTION THIRTY-THREE (33), IN TOWNSHIP SEVEN (7) NORTH, RANGE TWENTY-TWO (22) EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, AND RECORDED IN THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY ON FEBRUARY 10, 2004 IN REEL 5770 AT IMAGES 2114 TO 2117, INCLUSIVE, AS DOCUMENT NO 8729204

TOGETHER WITH

PARCEL B: (JACKSON STREET EXTENSION RIVERWALK LAND)
PART OF LOT THREE (3) OF CERTIFIED SURVEY MAP NO 7370, BEING A DIVISION OF LOTS FOUR (4) THRU SIXTEEN (16), INCLUSIVE, IN BLOCK ONE HUNDRED SIXTY-SEVEN (167), LOTS ONE (1) THRU SEVEN (7), INCLUSIVE, IN BLOCK ONE HUNDRED SEVENTY-THREE (173), LOTS ONE (1) THRU FIVE (5), INCLUSIVE, IN BLOCK ONE HUNDRED SEVENTY-FOUR (174) OF SURVEY AND SUBDIVISION OF LOTS ONE (1) AND TWO (2), VACATED JACKSON STREET BETWEEN SAID BLOCKS ONE HUNDRED SIXTY-SEVEN (167) AND ONE HUNDRED SEVENTY-THREE (173), VACATED EAST ERIE STREET, PART OF VACATED EAST PIER STREET, PART OF VACATED CENTER, STREET AND LANDS ALL IN THE NORTHEAST ONE-QUARTER (1/4), NORTHWEST ONE-QUARTER (1/4), SOUTHWEST ONE-QUARTER (1/4) AND SOUTHEAST ONE-QUARTER (1/4) OF THE NORTHWEST ONE-QUARTER (1/4) OF SECTION THIRTY-THREE (33), IN TOWNSHIP SEVEN (7) NORTH, RANGE TWENTY-TWO (22) EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, DESCRIBED AS FOLLOWS

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 2 OF CERTIFIED SURVEY MAP NO 7370, THENCE SOUTH 56°40'58" WEST ALONG THE NORTHWESTERLY LINE OF LOT 2 AFORESAID 98 22 FEET TO THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED, THENCE SOUTH 34°04'57" EAST ALONG THE NORTHEASTERLY LINE OF LOT 3 AFORESAID 60 01 FEET TO A POINT, THENCE SOUTH 56°40'58" WEST 10 00 FEET TO A POINT ON THE ESTABLISHED DOCK LINE OF THE MILWAUKEE RIVER, THENCE NORTH 34°04'57" WEST ALONG SAID DOCK LINE 60 01 FEET TO A POINT, THENCE NORTH 56°40'58" EAST 10 00 FEET TO THE POINT OF BEGINNING

PARCEL C:
PART OF LOT THREE (3) OF CERTIFIED SURVEY MAP NO 7370, BEING A DIVISION OF LOTS FOUR (4) THRU SIXTEEN (16), INCLUSIVE, IN BLOCK ONE HUNDRED SIXTY-SEVEN (167), LOTS ONE (1) THRU SEVEN (7), INCLUSIVE, IN BLOCK ONE HUNDRED SEVENTY-THREE (173), LOTS ONE (1) THRU FIVE (5), INCLUSIVE, IN BLOCK ONE HUNDRED SEVENTY-FOUR (174) OF SURVEY AND SUBDIVISION OF LOTS ONE (1) AND TWO (2), VACATED JACKSON STREET BETWEEN SAID BLOCKS ONE HUNDRED SIXTY-SEVEN (167) AND ONE HUNDRED SEVENTY-THREE (173), VACATED EAST ERIE STREET, PART OF VACATED EAST PIER STREET, PART OF VACATED CENTER STREET AND LANDS ALL IN THE NORTHEAST ONE-QUARTER (1/4), NORTHWEST ONE-QUARTER (1/4), SOUTHWEST ONE-QUARTER (1/4) AND SOUTHEAST ONE-QUARTER (1/4) OF THE NORTHWEST ONE-QUARTER (1/4) OF SECTION THIRTY-THREE (33), IN TOWNSHIP SEVEN (7) NORTH, RANGE TWENTY-TWO (22) EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, DESCRIBED AS FOLLOWS

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 1 OF CERTIFIED SURVEY MAP NO 7370, THENCE SOUTH 56°56'08" WEST ALONG THE NORTHWESTERLY LINE OF SAID LOT 1 A DISTANCE OF 103 53 FEET TO THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED, THENCE SOUTH 34°04'57" EAST ALONG THE NORTHEASTERLY LINE OF LOT 3 AFORESAID 397 49 FEET TO A POINT, THENCE SOUTH 56°40'58" WEST 10 00 FEET TO A POINT ON THE ESTABLISHED DOCK LINE OF THE MILWAUKEE RIVER, THENCE NORTH 34°04'57" WEST ALONG SAID DOCK LINE 397 54 FEET TO THE NORTHWESTERLY LINE OF LOT 3 AFORESAID, THENCE NORTH 56°40'58" EAST ALONG SAID NORTHWESTERLY LINE 10 00 FEET TO THE POINT OF BEGINNING

PARCEL D:
ALL OF LOT 3, IN BLOCK 167, OF THE THIRD WARD OF THE CITY OF MILWAUKEE ALSO KNOWN AS SURVEY AND SUBDIVISIONS OF LOTS 1 AND 2, IN SECTION 33, IN TOWNSHIP 7 NORTH, RANGE 22 EAST, TOGETHER WITH THAT PART OF LOT 2, IN SAID BLOCK 167, AND THAT PART OF LANDS LYING BETWEEN SAID LOTS IN BLOCK 167 AND THE ESTABLISHED DOCK LINE OF THE MILWAUKEE RIVER, LYING SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE

COMMENCING AT THE MOST EASTERLY CORNER OF SAID LOT 3, THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINES OF SAID LOTS 3 AND 2, A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED LINE, THENCE SOUTHWESTERLY ALONG A LINE PARALLEL WITH AND DISTANCE 9 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM A STRAIGHT LINE DRAWN THROUGH THE MOST SOUTHERLY CORNER OF THE BRIDGE AND INTERLOCKING TOWER BUILDING, A DISTANCE OF 104 19 FEET, MORE OR LESS, TO A POINT ON THE ESTABLISHED DOCK LINE OF THE MILWAUKEE RIVER, AND THERE TERMINATING

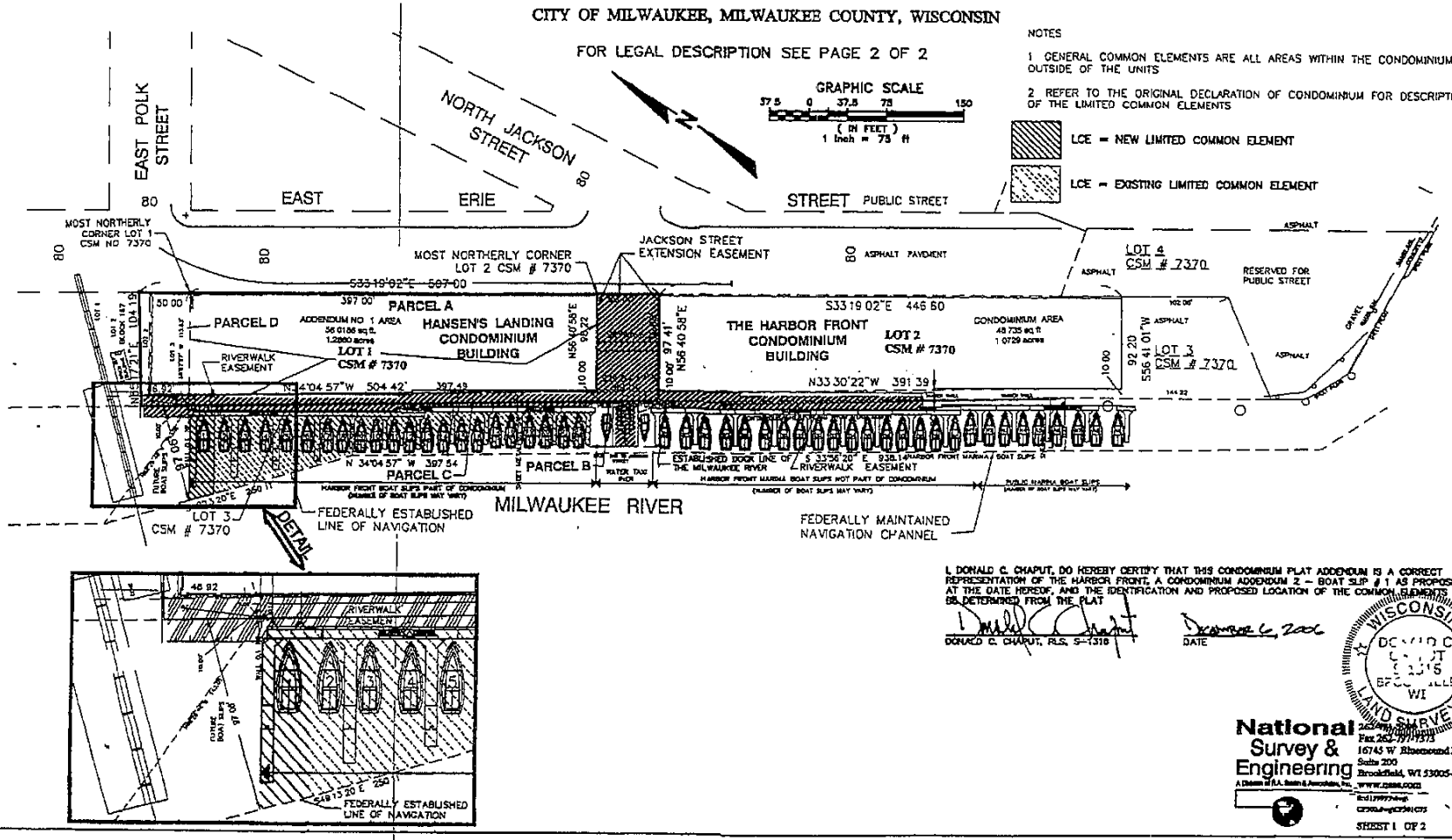
IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

TOGETHER WITH RIPARIAN RIGHTS WITHIN THE MILWAUKEE RIVER

THE HARBOR FRONT, A CONDOMINIUM
ADDENDUM 2 - BOAT SLIP # 1

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

EXHIBIT B



I, DONALD C. CHAPUT, DO HEREBY CERTIFY THAT THIS CONDOMINIUM PLAT ADDENDUM IS A CORRECT REPRESENTATION OF THE HARBOR FRONT, A CONDOMINIUM ADDENDUM 2 – BOAT SLIP # 1 AS PROPOSED AT THE DATE HEREOF, AND THE IDENTIFICATION AND PROPOSED LOCATION OF THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT

DONALD C. CHAPUT, R.L.S. S-1318

December 6, 2006
DATE

WISCONSIN DONALD C. CHAPUT S-1318 BROOKFIELD WI LAND SURVEYOR

National Survey & Engineering
A Division of R.A. Smith & Associates, Inc.
Fax 262-797-1373
16745 W Bluemound Road
Suite 200
Brookfield, WI 53005-5938

SHEET 1 OF 2

THE HARBOR FRONT, A CONDOMINIUM

ADDENDUM 2 - BOAT SLIP # 1

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

EXHIBIT B

THE HARBOR FRONT, A CONDOMINIUM – OVERALL LEGAL DESCRIPTION

LOT TWO (2) IN CERTIFIED SURVEY MAP NO 7370 BEING A PART OF LOTS FOUR (4) THROUGH SIXTEEN (16) INCLUSIVE IN BLOCK ONE HUNDRED SIXTY SEVEN (167) LOTS ONE (1) THROUGH SEVEN (7) INCLUSIVE IN BLOCK ONE HUNDRED SEVENTY THREE (173) LOTS ONE (1) THROUGH FIVE (5) INCLUSIVE IN BLOCK ONE HUNDRED SEVENTY FOUR (174) OF SURVEY AND SUBDIVISION OF LOTS ONE (1) AND TWO (2) VACATED JACKSON STREET BETWEEN SAID BLOCKS ONE HUNDRED SIXTY SEVEN (167) AND ONE HUNDRED SEVENTY THREE (173) VACATED EAST ERIE STREET PART OF VACATED EAST PIER STREET PART OF VACATED CENTER STREET AND LANDS ALL IN THE NORTHEAST ONE QUARTER (1/4) NORTHWEST ONE QUARTER (1/4) SOUTHWEST ONE QUARTER (1/4) AND SOUTHEAST ONE QUARTER (1/4) OF THE NORTHWEST ONE QUARTER (1/4) OF SECTION THIRTY THREE (33) IN TOWNSHIP SEVEN (7) NORTH RANGE TWENTY TWO (22) EAST IN THE CITY OF MILWAUKEE COUNTY OF MILWAUKEE STATE OF WISCONSIN AND RECORDED IN THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY ON FEBRUARY 10 2004 IN REEL 5770 AT IMAGES 2114 TO 2117 INCLUSIVE AS DOCUMENT NO 8729204

TOGETHER WITH

PARCEL A
LOT ONE (1) IN CERTIFIED SURVEY MAP NO 7370 BEING A PART OF LOTS FOUR (4) THROUGH SIXTEEN (16) INCLUSIVE IN BLOCK ONE HUNDRED SIXTY SEVEN (167) LOTS ONE (1) THROUGH SEVEN (7) INCLUSIVE IN BLOCK ONE HUNDRED SEVENTY THREE (173) LOTS ONE (1) THROUGH FIVE (5) INCLUSIVE IN BLOCK ONE HUNDRED SEVENTY FOUR (174) OF SURVEY AND SUBDIVISION OF LOTS ONE (1) AND TWO (2) VACATED JACKSON STREET BETWEEN SAID BLOCKS ONE HUNDRED SIXTY SEVEN (167) AND ONE HUNDRED SEVENTY THREE (173) VACATED EAST ERIE STREET PART OF VACATED EAST PIER STREET PART OF VACATED CENTER STREET AND LANDS ALL IN THE NORTHEAST ONE-QUARTER (1/4) NORTHWEST ONE QUARTER (1/4) SOUTHWEST ONE QUARTER (1/4) AND SOUTHEAST ONE QUARTER (1/4) OF THE NORTHWEST ONE-QUARTER (1/4) OF SECTION THIRTY THREE (33) IN TOWNSHIP SEVEN (7) NORTH RANGE TWENTY TWO (22) EAST IN THE CITY OF MILWAUKEE COUNTY OF MILWAUKEE STATE OF WISCONSIN AND RECORDED IN THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY ON FEBRUARY 10 2004 IN REEL 5770 AT IMAGES 2114 TO 2117 INCLUSIVE AS DOCUMENT NO 8729204

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COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 2 OF CERTIFIED SURVEY MAP NO 7370 THENCE SOUTH 56 40 58 WEST ALONG THE NORTHWESTERLY LINE OF LOT 2 AFORESAID 99 22 FEET TO THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED THENCE SOUTH 34 04 57 EAST ALONG THE NORTHEASTERLY LINE OF LOT 3 AFORESAID 80 01 FEET TO A POINT THENCE SOUTH 56 40 58 WEST 10 00 FEET TO A POINT ON THE ESTABLISHED DOCK LINE OF THE MILWAUKEE RIVER THENCE NORTH 34 04 57 WEST ALONG SAID DOCK LINE 80 01 FEET TO A POINT THENCE NORTH 56 40 58 EAST 10 00 FEET TO THE POINT OF BEGINNING

THE HARBOR FRONT, A CONDOMINIUM – OVERALL LEGAL DESCRIPTION CONT'D

PARCEL C
PART OF LOT THREE (3) OF CERTIFIED SURVEY MAP NO 7370 BEING A DIVISION OF LOTS FOUR (4) THRU SIXTEEN (16) INCLUSIVE IN BLOCK ONE HUNDRED SIXTY SEVEN (157) LOTS ONE (1) THRU SEVEN (7) INCLUSIVE IN BLOCK ONE HUNDRED SEVENTY THREE (173) LOTS ONE (1) THRU FIVE (5) INCLUSIVE IN BLOCK ONE HUNDRED SEVENTY FOUR (174) OF SURVEY AND SUBDIVISION OF LOTS ONE (1) AND TWO (2) VACATED JACKSON STREET BETWEEN SAID BLOCKS ONE HUNDRED SIXTY SEVEN (167) AND ONE HUNDRED SEVENTY THREE (173) VACATED EAST ERIE STREET PART OF VACATED EAST PIER STREET PART OF VACATED CENTER STREET AND LANDS ALL IN THE NORTHEAST ONE-QUARTER (1/4) NORTHWEST ONE QUARTER (1/4) SOUTHWEST ONE QUARTER (1/4) AND SOUTHEAST ONE QUARTER (1/4) OF THE NORTHWEST ONE QUARTER (1/4) OF SECTION THIRTY THREE (33) IN TOWNSHIP SEVEN (7) NORTH RANGE TWENTY TWO (22) EAST IN THE CITY OF MILWAUKEE COUNTY OF MILWAUKEE STATE OF WISCONSIN DESCRIBED AS FOLLOWS

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 1 OF CERTIFIED SURVEY MAP NO 7370 THENCE SOUTH 56 56 08 WEST ALONG THE NORTHWESTERLY LINE OF SAID LOT 1 A DISTANCE OF 103 33 FEET TO THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED THENCE SOUTH 34 04 57 EAST ALONG THE NORTHEASTERLY LINE OF LOT 3 AFORESAID 397 49 FEET TO A POINT THENCE SOUTH 56 40 58 WEST 10 00 FEET TO A POINT ON THE ESTABLISHED DOCK LINE OF THE MILWAUKEE RIVER THENCE NORTH 34 04 57 WEST ALONG SAID DOCK LINE 397 54 FEET TO THE NORTHWESTERLY LINE OF LOT 3 AFORESAID THENCE NORTH 56 40 58 EAST ALONG SAID NORTHWESTERLY LINE 10 00 FEET TO THE POINT OF BEGINNING

PARCEL D
ALL OF LOT 3 IN BLOCK 167 OF THE THIRD WARD OF THE CITY OF MILWAUKEE ALSO KNOWN AS SURVEY AND SUBDIVISIONS OF LOTS 1 AND 2 IN SECTION 33 IN TOWNSHIP 7 NORTH RANGE 22 EAST TOGETHER WITH THAT PART OF LOT 2 IN SAID BLOCK 167 AND THAT PART OF LANDS LYING BETWEEN SAID LOTS IN BLOCK 167 AND THE ESTABLISHED DOCK LINE OF THE MILWAUKEE RIVER LYING SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE

COMMENCING AT THE MOST EASTERLY CORNER OF SAID LOT 3 THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINES OF SAID LOTS 3 AND 2 A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED LINE THENCE SOUTHWESTERLY ALONG A LINE PARALLEL WITH AND DISTANCE 9 FEET SOUTHEASTERLY MEASURED AT RIGHT ANGLES FROM A STRAIGHT LINE DRAWN THROUGH THE MOST SOUTHERLY CORNER OF THE BRIDGE AND INTERLOCKING TOWER BUILDING A DISTANCE OF 104 19 FEET MORE OR LESS TO A POINT ON THE ESTABLISHED DOCK LINE OF THE MILWAUKEE RIVER AND THERE TERMINATING

IN THE CITY OF MILWAUKEE MILWAUKEE COUNTY WISCONSIN

TOGETHER WITH RIPARIAN RIGHTS WITHIN THE MILWAUKEE RIVER

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SHEET 2 OF 2