



**WATER STREET LOFTS CONDOMINIUM
DISCLOSURE MATERIALS**

Revised August 2002

DISCLOSURE MATERIALS

FOR

**WATER STREET LOFTS CONDOMINIUM
200 South Water Street
Milwaukee, Wisconsin 53204**

DECLARANT

WATER STREET DEVELOPMENT CORP.,
a Wisconsin Corporation
David Zazove, President
200 S. Water Street
Milwaukee, WI 53204

DECLARANT'S AGENT

David Zazove
Water Street Development Corp.
200 S. Water Street
Milwaukee, WI 53204

1. THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.
2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY BE RELIED UPON AS CORRECT AND BINDING. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.
3. YOU MAY AT ANY TIME WITHIN FIVE (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.

DECLARATION OF
WATER STREET LOFTS
CONDOMINIUM

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WATER STREET LOFTS CONDOMINIUM
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**DECLARATION
OF
WATER STREET LOFTS CONDOMINIUM**

THIS DECLARATION is made pursuant to the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes (the "Act"), by Water Street Development Corp., a Wisconsin corporation (the "Declarant").

1. STATEMENT OF DECLARATION AND EXPANSION RIGHT.

A. Original Property. Declarant hereby subjects the real property described in *Exhibit A* attached hereto (the "Property") to the condominium form of ownership in the manner provided by the Act and this Declaration. The Property consists of two (2) parcels of real property, one improved by a building that contains Residential Units and indoor Parking Units (the "Building Land") and the other which contains remote Parking Units (the "Parking Land").

B. Expansion Property. Declarant reserves, for a period of 10 years from the date this Declaration is recorded, the right to expand the Condominium by subjecting an additional parcel of real property to this Declaration. If such additional parcel is subjected to this Declaration, it shall become part of the "Property" and the "Building Land" under this Declaration, unless the context clearly indicates otherwise. The parcel of real property that Declarant reserves the right to add to the Condominium is described in *Exhibit B* attached hereto (the "Expansion Land"). Declarant is under no obligation of any kind to add the Expansion Land to the Condominium. If Declarant subjects the Expansion Land to this Declaration, a maximum of 36 additional Residential Units and a maximum of 50 additional Parking Units may be added to the Condominium.

C. Property Subject to Declaration and Act. The Property shall hereinafter be subject to the provisions, conditions, covenants, restrictions and easements of this Declaration and the Act. All provisions of this Declaration shall be deemed to run with the Property and shall constitute benefits and burdens to Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

2. DEFINITIONS.

In addition to the other terms defined in this Declaration, unless the context otherwise requires:

A. "Association" means the Water Street Lofts Condominium Association, Inc.

B. **"Building"** means any structure on the Building Land or the Expansion Land, if it is added to the Condominium, which contains Residential Units.

C. **"Common Elements"** means all of the Property except the Units.

D. **"Common Expenses"** means the expenses of the Association.

E. **"Lender"** means the holder of any recorded mortgage or the vendor under any recorded land contract.

F. **"Limited Common Elements"** means those Common Elements identified in this Declaration or on the Plat as reserved for the exclusive use of one or more, but less than all, of the Unit Owners.

G. **"Parking Unit"** means a Unit that may only be used for parking uses as set forth in this Declaration.

H. **"Parking Unit Owner"** means any person who holds legal title to a Parking Unit or who has equitable ownership of a Parking Unit as a land contract vendee, but not those having an interest or lien in or on a Parking Unit solely as security for the performance of an obligation.

I. **"Person"** means an individual, corporation, partnership, association, trust or other legal entity.

J. **"Plat"** means the condominium plat that is recorded for the Condominium, a copy of which is attached hereto, as amended from time to time by expansion of the Condominium or otherwise.

M. **"Residential Unit"** means a Unit that may only be used for residential or "live/work" uses as set forth in this Declaration.

N. **"Residential Unit Owner"** means any person who holds legal title to a Residential Unit or who has equitable ownership of a Residential Unit as a land contract vendee, but not those having an interest or lien in or on a Residential Unit solely as security for the performance of an obligation.

O. **"Unit"** means a part of the Condominium intended for independent use as set forth in this Declaration and includes both Parking Units and Residential Units.

P. **"Unit Owner"** means either a Parking Unit Owner or a Residential Unit Owner.

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3. **NAME AND ADDRESS OF CONDOMINIUM.**

The condominium established by this Declaration shall be known as Water Street Lofts Condominium ("the **Condominium**"). The address of the Condominium is 200 S. Water Street, Milwaukee, Wisconsin 53204.

4. **DESCRIPTION AND USE OF BUILDING, UNITS AND COMMON ELEMENTS.**

A. Building. The floor plans and the approximate location and dimensions of the Building are shown on the Plat.

B. Units. The Condominium initially has forty-nine (49) Residential Units and seventy-five (75) Parking Units (46 indoor and 29 on the Parking Land). There may be fifty (50) Residential Units if Unit 110/110(A) is divided as permitted under paragraph 8.E. of this Declaration. Up to thirty-six (36) additional Residential Units and fifty (50) additional Parking Units may be added if the Expansion Land is added to the Condominium. The Plat, as it may be amended from time to time, shows the approximate dimensions, floor area, location and identifying number of each Residential Unit and Parking Unit. It is expressly stipulated, and each purchaser of a Unit acknowledges, for such purchaser and for the purchaser's heirs, successors and assigns, that the location, floor area and dimensions of each Unit as shown in this Declaration and on the Plat are approximate and are shown for descriptive purposes only. Declarant does not represent, warrant or guarantee that the Unit will be constructed exactly as shown on the Plat and each purchaser of a Unit expressly waives any claim or demand the purchaser may have against Declarant on account of any difference, shortage or discrepancy between the Unit as actually constructed and physically existing and as it is shown on the Plat. The boundaries and the additional elements that are a part of each Unit are as follows:

(1) Boundaries.

(a) Residential Unit. The vertical boundaries of a Residential Unit are the vertical planes of the interior surfaces of its stone, brick, masonry, stud or other perimeter walls or enclosed mechanical chases or drops, extended in each case to an intersection with the Residential Unit's horizontal boundaries. The upper horizontal boundary of a Residential Unit is the horizontal planes of the interior surfaces of the beams, joists, other structural members and wood decking of the ceilings and enclosed mechanical chases or drops, extended in each case to an intersection with the Residential Unit's vertical boundaries. The lower horizontal boundary of a Residential Unit is the horizontal plane of the interior surface of the concrete, extended to an intersection with the Residential Unit's vertical boundaries.

(b) Parking Unit. A Parking Unit consists of cube of air. The vertical boundaries of a Parking Unit are vertical planes extending upward from its lower boundary to its upper boundary around the perimeter of the Parking Unit as

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shown on the Plat. The lower boundary of a Parking Unit is the surface of the floor or ground within the vertical boundaries and the upper boundary of a Parking Unit is a horizontal plane within the vertical boundaries nine (9) feet from the lower boundary (for Parking Units on the Parking Land) or the interior surface of any materials within the vertical boundaries (for Parking Units in the Building).

(2) Build-Outs, Fixtures, Appliances, Etc. Anything constructed, installed, applied or located within the boundaries of a Unit shall be considered part of the Unit, including, but not limited to, non-perimeter walls, partitions, drywall, plaster, trim, paint, wood, paneling, wallpaper, sub-flooring, underlayment, finish flooring, tile, carpeting, drop ceiling components, fixtures, sinks, bathtubs, showers, stoves, ranges, microwaves, refrigerators, dishwashers, disposals, washers and dryers and other improvements or appliances.

(3) Doors and Windows. The entrance door(s) of a Unit (other than the outer surface treatment), all interior window and door trim (casing, moldings, etc.) and the interior frame surfaces on the windows and the entrance door(s) of a Unit, and all hardware (handles, locks, hinges, etc.), screens or screening and glass for or in such doors and windows, shall be considered part of the Unit.

(4) Systems and Equipment. Any systems, equipment, fixtures and installations, or any portion thereof, used exclusively to provide heating, ventilating, air conditioning, hot water, electric, gas, security, television, telephone, communications, computer, water, sewer or other services to a Unit, and all components thereof (pipes, wires, conduits, cables, ducts, chutes, flues, outlets, etc.), shall be considered part of that Unit even though portions thereof may be located outside the boundaries of the Unit.

C. Purpose and Use of Building and Units. Except as otherwise set forth or required in this Declaration, the Association By-Laws and Rules and Regulations or the laws, ordinances and regulations of the City of Milwaukee, Milwaukee County or the State of Wisconsin, the purposes for which the Building and the Units are intended and restricted as to use are as follows:

(1) Building and Residential Units. The Building and Residential Units are intended for, and are restricted exclusively to, residential use, except for the first floor Units along Water Street which have been designated by the City of Milwaukee as "live/work" units, and for the use of the Common Elements by Residential Unit Owners and their respective families, lessees, invitees and/or guests. If the Association, in its reasonable discretion, determines that the level or type of use in any "live/work" Residential Unit (other than as a sales office, model or other use by Declarant as permitted under this Declaration) is such that a separate entrance on Water Street is needed, the Unit Owner of such Residential Unit shall immediately install such an entrance, which must be constructed at the sole cost and expense of the Unit Owner in

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such location and in accordance with such plans and specifications as are approved by the Association, which approval may not be unreasonably withheld.

(2) Parking Units. Parking Units not held by Declarant or the Association may only be owned by a Unit Owner. However, a parking space may be transferred separate from a Unit. When a parking space is transferred, such transfer shall not be deemed complete until the Association receives a copy of the deed or other conveyance instrument. The Association shall keep such copy in its permanent files and shall maintain at all times a current record of each Parking Unit Owner. Parking Units may be used only for the parking of an operative vehicle by the Parking Unit Owner or another person with the Unit Owner's permission.

D. Common Elements.

(1) Description. The Common Elements shall consist of all of the Property except the Units, and shall include, without limitation:

(a) the Building Land, including the riverwalk, and the Parking Land;

(b) all of the Building other than the Units, including, but not limited to, the Building's: exterior; outside and bearing walls; girders, beams and supports; roof and foundations; foyers, stairways, halls and elevators; parking areas; doors not used to enter a Unit; sump pumps; systems, equipment, fixtures and installations, or any portion thereof, used to provide heating, ventilating, air conditioning, hot water, electric, gas, security, television, telephone, communications, computer, water, sewer or other services to more than one Unit, and all components thereof (pipes, wires, conduits, cables, ducts, chutes, flues, outlets, etc.); main utility services and main public utility lines; master basic television and cable television systems; water and sewer laterals; rooftop facilities; recreation facilities; balconies and patios;

(c) boat slip rights.

(2) Use. The manner of use of the Common Elements shall be governed by this Declaration, the By-Laws of the Association and such Rules and Regulations as the Association may from time to time establish.

E. Limited Common Elements.

(1) Description. Limited Common Elements are those parts or portions of the Common Elements that are reserved for the exclusive use of the particular Unit Owner(s) to which they are appurtenant or assigned, to the exclusion of the Owners of all other Units in the Condominium. The Limited Common Elements of the Condominium include the following:

(a) Any balcony, patio, rooftop area, storage area or storage, or boat locker appurtenant or assigned to a Unit.

(b) Boat slip rights assigned to a Unit. Each boat slip is numbered and has a specific location within the marina area along the river side of the Building. The boat slips are not on the Property and are not part of the Condominium. Only the rights to boat slips held by Unit Owners are Limited Common Elements. The rights to all boat slips are initially unassigned and held by Declarant. Any transfer of boat slip rights by Declarant will be "AS IS" with respect to the physical condition of the slip to which such rights pertain. Boat slip rights not held by Declarant or the Association may only be held by a Unit Owner. However, boat slip rights may be transferred separate from the Unit to which they are assigned at any time. When the rights to any boat slip are transferred, such transfer shall not be deemed complete until the transferee provides the Association with a copy of the deed or other conveyance instrument. The Association shall keep such copy in its permanent files and shall maintain at all times a current record of who owns the rights to each boat slip. A boat slip may be used only for the docking of an operative boat by the owner of the rights to such slip or another person with such owner's permission. Each boat slip must be repaired and maintained by the owner of the rights to such slip, at such owner's sole cost and expense. The Association shall have the right to charge, and the owner of the slip shall pay, a separate monthly assessment for marina insurance and utilities provided to the boat slips. Initially, this charge shall be \$30 per month, to be paid along with the monthly assessment for common expenses. The use, repair and maintenance of any boat slip must also be in accordance with such rules and regulations as may be promulgated from time to time by the Association and must comply with such laws and regulations as may be applicable from time to time, including those promulgated by the State of Wisconsin Department of Natural Resources.

(2) Use. Except as otherwise stated in this Declaration, the use of the Limited Common Elements shall be governed by the By-Laws of the Association and such Rules and Regulations as the Association may from time to time establish. No Unit Owner shall alter, remove, repair, paint, decorate, landscape or adorn any Limited Common Element, or permit such, in any manner contrary to such By-Laws and Rules and Regulations. No changes or alterations shall be made by any Unit Owner to any of the Limited Common Elements without the prior written approval of the Association, which approval may be given upon such terms and conditions as the Association deems appropriate. A copy of the plans for any such work prepared by an engineer licensed to practice in Wisconsin may be required by the Association before the commencement of any work approved by the Association.

(3) Assignment. No Unit Owner or occupant may assign or transfer in any manner the rights to use any Limited Common Element assigned or appurtenant to a Unit except as specifically permitted in this Declaration and in the By-Laws of the Association.

5. **PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS.**

Each Unit Owner shall own an undivided interest in the Common Elements as a tenant in common with all other Unit Owners and, except as to Limited Common Elements, shall have the right to use and occupy the Common Elements for all purposes incident to the use and occupancy of such Unit Owner's Unit as a place of residence or for such other uses as are permitted by this Declaration, which rights shall be appurtenant to and run with the Unit. The percentage of such undivided ownership interest in the Common Elements relating to each Unit and its owner for all purposes, including the proportionate payment of common expenses, shall be determined as follows: the Residential Units shall hold 93% of such interests, apportioned among them on an approximate square footage basis; the Parking Units in the Building shall hold 6% of such interests (6.5% if the Condominium is expanded), divided among them on a per unit basis; and, the Parking Units on the Parking Land shall hold 1% of such interests (1.5% if the Condominium is expanded), divided among them on a per unit basis. See *Exhibit C* attached to this Declaration for initial percentages for each Unit.

6. **ASSOCIATION OF UNIT OWNERS.**

A. Membership, Duties and Obligations. All Unit Owners shall be entitled and required to be members of the Association. The Association is responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the Common Elements and Limited Common Elements. The rights, qualifications and obligations of the members shall be as set forth in this Declaration and in the By-Laws and any Rules and Regulations of the Association. Each Unit Owner, the occupants of the Units, and the guests and invitees of Unit Owners shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the By-Laws and Rules and Regulations of the Association.

B. Voting Rights. There shall be one (1) vote in the Association for each Residential Unit. If more than one (1) person holds title to a Residential Unit, the membership related to that Residential Unit shall be shared by such persons in the same proportionate interests and by the same type of tenancy in which title to the Residential Unit is held; however, such persons shall designate one (1) person ("**Designated Voter**") to cast the vote appurtenant to that Residential Unit. Voting rights may not be split, and shared membership interests must be voted by the Designated Voter for the Residential Unit. A Parking Unit Owner who does not also own a Residential Unit shall not have any voting rights in the Association.

C. Declarant Control. Declarant shall have the right to appoint and remove the directors and officers of the Association and to amend the By-Laws or Rules and Regulations of the Association, until the earlier of: (a) three (3) years from the date of the first conveyance of a Unit by Declarant to any person other than Declarant; (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Elements to purchasers by Declarant; or, (c) such earlier time as may be determined by

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Declarant, subject in each case to the provisions of the Act. Notwithstanding the foregoing, prior to the conveyance of 25% of the Common Elements by the Declarant to purchasers, a special meeting of the Association shall be called, at which time Unit Owners other than Declarant shall elect at least 25% of the Board of Directors, and prior to the conveyance of 50% of the Common Elements by the Declarant to purchasers, an Association meeting shall be held and the Unit Owners other than Declarant shall elect at least 33-1/3% of the Board of Directors. Each Unit Owner shall be deemed, by acceptance of the deed to a Unit, to agree, approve and consent to the rights of Declarant to so control the Association.

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

E. Association Documents. The Association shall keep and maintain current copies, as amended to date, of this Declaration, the Articles of Incorporation of the Association, the By-Laws and Rules and Regulations of the Association, the Plat and all of the books, records and financial statements of the Association. All such documents, books, records and statements shall be available for inspection during normal business hours, upon reasonable prior notice, by any Unit Owner or by any Lender. Any Lender shall, upon written request, be provided with an audited financial statement of the Association, at the requester's expense, for the preceding fiscal year.

7. REPAIRS, MAINTENANCE AND MODIFICATIONS.

A. Units. Each Unit Owner, at the Unit Owner's sole expense, shall be responsible for keeping the Unit Owner's Unit and anything within its boundaries in good, clean and attractive condition, order and repair and in compliance with any requirements set forth in this Declaration or in the By-Laws and Rules and Regulations of the Association.

B. Common Elements. The Association shall be responsible for keeping the Common Elements, including the Limited Common Elements, in good, clean and attractive condition, order and repair, except for routine cleaning of the Limited Common Elements. The expense of such maintenance shall be a common expense of the Association, except for expenses related to Limited Common Elements, which shall be allocated and charged to the Unit Owners of the Units to which the affected Limited Common Elements are appurtenant or assigned.

C. Routine Cleaning of Limited Common Elements. Each Unit Owner, at the Unit Owner's sole expense, shall be responsible for the routine cleaning of the Limited Common Elements appurtenant or assigned to such Unit Owner's Unit.

D. Prohibition Against Structural Modifications by Owner. Except as otherwise provided in this Declaration, a Unit Owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to such Unit Owner's Unit or the Common Elements, or make or install any improvements or equipment which may affect other Units or the Common Elements. A Unit Owner shall not perform, or allow to be performed, any act, alteration or other work which would jeopardize the soundness or safety of the Property, reduce the value thereof, or impair any easement or hereditament.

E. Declarant's Right to Change Plans. Declarant reserves the right to change the layout, location, dimensions and construction of the Units and Common Elements shown on the Plat, provided such changes do not substantially alter the nature, value and quality of the Units and Common Elements.

F. Future Alterations, Improvements and Additions After Declarant has constructed them, there shall be no material alterations, improvements or additions to the Common Elements without the prior written approval of at least seventy-five percent (75%) of the Residential Unit Owners.

8. UNIT OWNER'S RIGHTS WITH RESPECT TO INTERIORS.

A. Decorating. Each Residential Unit Owner shall have the exclusive right to carpet, paint, varnish, tile, panel, paper or otherwise refurbish and decorate the interior surfaces of the walls, ceilings, floors, doors (other than the outer surface of the entrance doors), door frames and window frames forming the boundaries of the Unit Owner's Residential Unit and to erect partition walls of a non-structural nature within the Unit Owner's Residential Unit.

B. Reallocation of Boundaries Prohibited. Except as provided in paragraphs 8.D. and 8.E., Unit Owners in the Condominium may not reallocate Unit boundaries between adjoining or adjacent Units.

C. No Subdivision Permitted. Except as provided in paragraph 8.E. of this Declaration, no Unit in the Condominium may be subdivided in any manner.

D. Combining Residential Units. If a Unit Owner owns two (2) or more adjoining or adjacent Residential Units (side-by-side or above-below), such Unit Owner may make such structural changes as may be approved by the Association to the Common Elements between such Residential Units to provide access between such Units for common living purposes, including the elimination of any hallways between such Residential Units if such hallways do not serve any other Residential Units. However, any such work shall be subject to paragraph 7.D. of this Declaration and, notwithstanding any such work, the Residential Units involved shall remain separate Units in the Condominium and under this Declaration.

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E. Subdivision and Modifications to Unit 110/110(A). The single Unit designated as 110 and 110(A) on the Plat currently has a loading dock in its 110(A) portion. The owner of this Unit may divide such Unit at any time in the future into two separate Units, to be separately known as Units 110 and 110(A). The location of such division shall be at the discretion of the owner. Until this Unit is divided, it shall have the combined percentage interests in the Common Elements shown for 110 and 110(A) on Exhibit C attached to this Declaration. Following division, the percentage of undivided ownership in the Common Elements formerly allocated to such Unit shall be apportioned between the two separate units on a square footage basis. It is contemplated by the Declarant that another loading area will be available to the Building when the Condominium is expanded to include the Expansion Land. Until such time, the loading dock portion of this Unit, whether or not it has been divided, shall remain subject to a temporary easement for the continued use of the loading dock by the Declarant, the Unit Owners and the Association. While such easement remains in effect, the owner of this Unit shall not be required to pay any Common Expenses on the 110(A) portion of this Unit, or on Unit 110(A) if there has been a division, and the loading dock area shall be maintained and insured by the Association, at its expense, in the same manner as if it was part of the Common Elements. When the temporary easement for the loading dock expires because another loading area is available to the Building, the owner of the Unit may make whatever structural and other modifications the owner deem necessary, desirable or appropriate to convert such area to residential or "live/work" use, including the installation of a door to the street side of the Unit.

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9. **INSURANCE, DESTRUCTION AND RECONSTRUCTION.**

A. Fire and Other Perils. The Association shall obtain and maintain fire and other perils broad form extended coverage insurance on the Building and Common Elements in an amount equal to the replacement value of the Building and Common Elements from time to time, including endorsements for automatic changes in insurance coverage as fluctuating values may warrant. The insurance shall be obtained in the name of the Association as trustee for each of the Unit Owners and their respective Lenders as their interests appear. Premiums for such insurance shall be a Common Expense. To the extent reasonably possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against Unit Owners, the Association, and their respective servants, agents, guests, officers and directors, and that the insurance cannot be canceled, invalidated or suspended on account of the conduct of any one or more of the foregoing without at least thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The Association shall review the amount of protection and the types of hazards to be covered at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary by the Association to conform to the requirements of replacement value. Copies of all policies or a certificate of insurance shall be provided to each Lender upon request.

B. Destruction and Use of Proceeds. In the event of the partial or total destruction of the Building or any Common Elements, the proceeds of any insurance covering such destruction shall be paid to the Association as trustee for the Unit Owners and their Lenders to be applied to the costs of repair or reconstruction. In the event any such proceeds are insufficient to pay the costs of repair or reconstruction, all costs of repair or reconstruction in excess of such proceeds shall be a Common Expense, except as otherwise provided in this Declaration for the allocation of expenses with respect to Limited Common Elements to the Unit Owners to which the Limited Common Elements are assigned or appurtenant. If, for any reason, the Association determines that all or any portion of the Building or any Common Elements that are destroyed should not be repaired or reconstructed, then any proceeds of insurance that are not so used shall be distributed to the Unit Owners and their Lenders, if any, as their respective interests in the Common Elements may appear.

C. Public Liability Insurance. The Association shall also obtain and maintain public liability insurance covering the Building and the Common Elements. The amount of such insurance coverage shall be as determined by the Board of Directors from time to time, provided, however, that it is at least One Million Dollars (\$1,000,000) per single occurrence. To the extent reasonably possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against Unit Owners, the Association, and their respective servants, agents, guests, officers and directors, and that the insurance cannot be canceled, invalidated or suspended on account of the conduct of any one or more of the foregoing without at least thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. Premiums for such insurance shall be a Common Expense.

D. Other Insurance. The Association shall also obtain and maintain worker's compensation insurance, to the extent necessary to comply with any applicable laws, and, to the extent obtainable, fidelity insurance covering each member of the Association who handles funds that the Association holds or administers. Such fidelity insurance shall be obtained with limits that are equal to or greater than the maximum funds held or administered at any one time by the Association. Premiums for such worker's compensation and fidelity insurance shall be a common expense. A management agent, if employed by the Association, shall be required to supply its own fidelity insurance policy that provides at least the same coverage as the fidelity insurance required of the Association.

E. Coverage for a Unit and Contents. Each Unit Owner shall be responsible for obtaining and maintaining liability insurance for the Unit Owner's Unit and any contents of such Unit, all at the Unit Owner's sole cost and expense.

F. Combined Protection Insurance. If insurance coverage is available to combine protection for the Association and the Unit Owners' individual personal property, liability and other needs, the Association is hereby given discretionary power to negotiate such combinations of insurance protection on an equitable cost-sharing

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basis under which each Unit Owner would be assessed individually for the amount of insurance which the Unit Owner directs the Association to include in those policies for the Unit Owner's additional protection.

10. COMMON EXPENSES AND ASSESSMENTS.

A. General Annual Assessment. All Units shall be subject to a general annual assessment determined and levied by the Association for the purpose of defraying the costs and expenses of the Association in performing its stated purposes and functions. The Association shall prepare an annual budget according to the By-Laws and shall determine a general annual assessment based on a budget deemed sufficient to meet the estimated costs and expenses of the Association for the next year. A portion of the general annual assessment may be allocated to and assessed among Unit Owners owning boat slip rights. Except for any portion related to any separate assessments for boat slips, the general annual assessment shall be allocated and prorated to the Unit Owners in proportion to their percentage interests in the Common Elements. The general annual assessment shall be paid in equal monthly installments to the Association on or before the first day of each month. A Unit Owner shall be liable for all assessments or installments that come due while owning a Unit. Liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Element or by abandonment of the Unit for which the assessments are made. Notwithstanding the foregoing provisions, any Units owned by Declarant shall not be subject to, and Declarant shall have no obligation to pay, general annual assessments (i) for one year after the date this Declaration is recorded, or for Units added by expansion for one year after the recording of the amendment adding such units or (ii) until Declarant chooses to have its Units become subject to general assessments and to commence such payments, whichever occurs first. Until all the Units owned by Declarant become subject to general assessments, Declarant shall be responsible for the payment of all costs and expenses of the Association that cannot be paid from the Association's operating funds.

B. Special Assessments. Each Unit shall be subject to special assessment by the Association to cover all or any part of any extraordinary or unanticipated expenses incurred by the Association. Any such special assessment shall be allocated and prorated to the Unit Owners in proportion to their percentage interests in the Common Elements unless the special assessment relates to Limited Common Elements, in which case the special assessment may be prorated and allocated to the Unit Owners of the Units to which the affected Limited Common Elements are assigned or appurtenant. Unless otherwise determined by the Association, any special assessment shall be due and payable sixty (60) days after the affirmative vote by the Association declaring the special assessment.

C. Interest; Application of Payments. All charges, fines, general assessments and special assessments levied by the Association which are not paid when due shall bear interest from the due date at the rate of twelve percent (12%) per

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annum until paid in full. All payments upon account shall first be applied to interest and then to the charges, fines, assessments or special assessments.

D. Lien for Assessments. All assessments until paid, together with interest on them and actual costs of collection, including but not limited to attorney's fees and disbursements, constitute a lien on the Units on which they are assessed, if a Statement of Condominium Lien is filed within two (2) years after the date the assessment becomes due. The lien is effective against a Unit from the time the assessment became due regardless of when within the two (2) year period it is filed. A Statement of Condominium Lien shall be filed in the Land Records of the Clerk of Circuit Court for Milwaukee County, stating the description of the Unit, the name of the record Unit Owner, 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 or agent of the Association as specified in the By-Laws.

E. Priority of Lien. The lien for assessments shall be prior to all other liens except as specified in the Act.

F. Enforcement of Lien. A lien may be enforced and foreclosed by the Association in the same manner and subject to the same requirements as a foreclosure for mortgages on real property in Wisconsin. The Association may recover its costs and actual attorney's fees. The Association may bid on the Unit at the foreclosure sale and acquire, hold, lease, mortgage and convey the Unit. A suit to recover a money judgment for unpaid charges, fines, general assessments, or special assessments may be maintained without foreclosing or waiving the lien securing the unpaid charge, fine, general assessment, or special assessment. A suit for any deficiency following foreclosure may be maintained in the same proceeding. No action may be brought to foreclose a lien unless brought within three (3) years following the recording of the Statement of Condominium Lien. No action may be brought to foreclose a lien except after ten (10) days prior written notice to the Unit Owner given by registered or certified mail, return receipt requested to the address of the Unit Owner shown on the books of the Association. A lien will not be affected by the sale or transfer of the Unit unless a foreclosure of the first mortgage is involved, in which case the foreclosure will extinguish the lien for any assessments that were payable before the foreclosure sale, but will not relieve any subsequent Unit Owner from paying further assessments.

G. Acceleration. If a Unit Owner is in default in the payment of any charges, fines, assessments or special assessments for a period of more than thirty (30) days, the Association may accelerate the entire amount of the annual common charges and any other assessments remaining unpaid with respect to the delinquent Unit Owner for purposes of collection and/or enforcement of the lien against the Unit.

H. Collection and Enforcement. The Association shall have the exclusive and sole right and power to collect or enforce the collection of charges, fines, annual assessments and special assessments, and to bring any and all actions and

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proceedings for the collection thereof and for the foreclosure of the liens therefore. The Association, acting through its Board of Directors, and as representative of all members, may bring an action at law against any Unit Owner for payment of unpaid assessments and/or may foreclose a lien against any Unit. Upon the commencement or during the pendency of any action to foreclose the lien or enforce any other remedies of the Association for collection, the Association shall be entitled to the appointment of a receiver of the Unit (including homestead interests) without bond, with the power to take possession of the Unit and collect the rents, issues and profits of the Unit and exercise such other powers as the Court may grant until confirmation of the sale, and may order the rents, issues and profits when so collected to be held and applied as the Court may direct.

I. Working Capital Fund. Each purchaser of a Unit from the Declarant shall pay to the Association the equivalent of three (3) monthly installments of the general annual assessment at the time of conveyance by Declarant. This payment shall not be an advance payment of the general annual assessment, but rather an additional assessment for a working capital fund. The working capital fund shall be transferred to the Association for deposit to a segregated fund when control of the Association is transferred to the Unit Owners from the Declarant. The Declarant may not utilize the working capital fund to defray its own expenses while it maintains control of the Association.

11. PARTITION OF COMMON ELEMENTS PROHIBITED.

There shall be no partition of the Common Elements and Limited Common Elements through judicial proceedings or otherwise, except as otherwise provided in the Declaration, until this Declaration is terminated and the Property is withdrawn from its terms or from the terms of the Act or any other applicable statutes regarding unit ownership or condominium ownership; provided, however, that if any Unit shall be owned by two or more co-owners as tenants in Common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of said single Unit as between such co-owners so long as the Unit is not subdivided or separated from the Condominium.

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

The percentage of the undivided interest in the Common and Limited Common Elements shall not be separated from the Unit to which it appertains. No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to such Unit Ownership without including therein both such Unit Owner's interest in the Unit and such Unit Owner's corresponding percentage of ownership in the Common and Limited Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without also including the other shall be deemed and taken to include

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the interest so omitted even though the latter is not expressly mentioned or described therein. Notwithstanding the foregoing provisions, a parking space or boat slip may be transferred separately from the Unit to which it is assigned as provided elsewhere in this Declaration.

13. EASEMENTS, RESERVATIONS, RIGHTS AND ENCROACHMENTS.

A. Construction Easements. Notwithstanding anything in this Declaration or elsewhere to the contrary, until Declarant has, in its sole judgment, completed all renovations and improvements it plans to make to the Property, Declarant shall have an easement, for itself and its duly authorized agents, representatives, employees and contractors, over any portion of the Property, Building, Units and Common Elements for such renovations and improvements and for any related purposes, including, but not limited to: storage of tools, materials, equipment, appliances, supplies and other property; maintaining or correcting the drainage of any surface, roof or storm water; cutting trees, bushes and other vegetation. If it is necessary to enter any Unit in the exercise of the foregoing rights, Declarant shall give prior notice to the Unit Owner and use reasonable efforts to cause as little inconvenience as possible to the Unit Owner. The Unit Owners acknowledge that the renovation and improvement activities of Declarant may cause inconveniences to them until completed.

B. Sales Office, Model Units, Etc. Until all Units, including those contemplated on the Expansion Land, are sold, Declarant and Declarant's duly authorized agents, representatives and employees shall have: the right to use and maintain model Units and a sales office, for the Condominium and other projects, in any Unit owned or leased by Declarant; the right to place advertising signs and other promotional materials on any part of the Property, other than in sold Units; and, the right of ingress and egress in, over and across any part of the Property, other than sold Units and the right to store materials and make such other use of such portions of the Property as may be reasonably necessary in connection with sales within the Condominium project.

C. Utilities, Etc. Easements are declared and granted for the benefit of the Association and Unit Owners, and reserved for the benefit of the Declarant, over, under, along and on any part of the Common Elements for the installation and maintenance of utilities and for such other purposes as are necessary for the proper operation of the Condominium, any Unit and the Building, including, but not limited to, the right to install, construct, lay, maintain, repair and replace driveways, parking areas, walkways, water mains and pipes, water pressure tanks, sump pumps, sewer lines, steam lines, gas lines, pipes, mains and meters, telephone wires and equipment, cable television systems, electrical conduits, wires, meters and equipment, including power transformers.

D. Use of Future Terrace. If the planned construction on the Expansion Land is completed and added to the Condominium, the Owners of Units 109, 209 and

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215 and their families, lessees, invitees and/or guests may use the terrace that is currently contemplated, if and when it is built, in the same manner other units in the expansion phase having access to such terrace. Access to such terrace from these Units shall be via a patio door from the Unit to such terrace, which must be constructed at the sole cost and expense of the Unit Owner in accordance with the plans and specifications for the other patio doors in the Unit Owner's Unit.

E. Encroachments. If any portion of the Common or Limited Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common or Limited Common Elements as a result of any duly authorized construction, reconstruction or repair of the Building or improvement, or as a result of settling or shifting of the Building or improvement, a valid easement for the encroachment and for its maintenance shall exist so long as the Building or improvement stands. The physical boundaries of a Unit or the Common Elements as they were constructed or reconstructed, provided same was in substantial conformity with the Plat, shall be conclusively presumed to be the actual boundaries, regardless of the settling or shifting of the Building and regardless of minor variations between the boundaries described in this Declaration or shown on the Plat and the actual physical boundaries as they were constructed.

F. Riverwalk. The Building Land either is or may become subject to such easements and agreements as Declarant or the Association has or may enter into with the City of Milwaukee or other governmental bodies or entities with respect to the riverwalk along the riverside of the Building. Declarant shall retain, and the Association shall have, the authority to enter into any easements or other agreements pertaining to such riverwalk as they, or either of them, may deem necessary or appropriate for the benefit of the public and the Condominium.

G. Unit Owner's Easements. Each Unit Owner shall have a valid easement to the interior portions of the walls, ceilings and floors on the boundaries of the Unit Owner's Unit for adding additional utility outlets, wall hangings, light fixtures, non-bearing partition walls and the like or for repairing or replacing any systems, equipment, fixtures or installations that are considered part of the Unit, where such easement is necessary for such purposes, provided that the Unit Owner shall do nothing to jeopardize the soundness, structural integrity or safety of the Property, reduce the value thereof or impair any other easement or hereditament, and provided further that the Common Elements be restored to their former condition by the Unit Owner at the Unit Owner's sole expense upon completion or termination of the work requiring the easement. Easements are also hereby granted and declared within or on any part of the Common Elements or any Units for the benefit of the Declarant for the construction any Unit or the Common Elements and for the Association for the construction, installation, maintenance and repair of the Common Elements.

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H. Entry for Maintenance, Construction or Repairs. Declarant and the Association shall have an irrevocable right and easement to enter any Unit when necessary in connection with any maintenance, construction or repair of Unit or Common Elements for which Declarant or the Association is responsible. Such entry shall be made only with reasonable prior notice to the Unit Owner, except in the case of an emergency when injury or property damage may result from delayed entry, and then with as little inconvenience to the Unit Owner as practical, and any damage caused thereby shall be repaired by the entering party except as allocable to an individual Unit or Units in the discretion of the Board of Directors. No such entry shall be considered a trespass.

I. Temporary Easements. Declarant, Unit Owners and the Association have the following temporary easements:

(a) An easement to use the loading dock as described in paragraph 8.E. of this Declaration.

(b) An easement over the easterly 4 feet of Parking Units 45 and 45T for ingress and egress to and from the lower level parking exit door. This easement shall expire when another exit door is available in the lower level parking area. While such easement remains in effect, the owner(s) of these Parking Units shall not be required to pay any Common Expenses on these Units and the easement area shall be maintained and insured by the Association, at its expense.

J. Binding Effect. All easements and rights described in this Declaration are easements appurtenant to and running with the Property, and are subject to the reasonable control of the Association. All easements and rights described in this Declaration are granted and reserved to, and shall inure to the benefit of and be binding on the Declarant, its successors and assigns, and on all Unit Owners, purchasers, lenders, lessees and occupants and their heirs, executors, administrators, successors and assigns. The Association shall have the authority to execute all documents necessary to carry out the intent of this paragraph and this Declaration.

**14. FAILURE OF ASSOCIATION TO INSIST ON
STRICT PERFORMANCE NOT WAIVER.**

The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future enforcement of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a Unit Owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach,

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and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

15. AMENDMENT TO DECLARATION.

Except as otherwise provided by the Act with respect to termination of the condominium form of ownership, this Declaration may be amended only with the written consent of at least two-thirds of the Unit Owners. A Unit Owner's written consent is not effective unless it is approved by the mortgagee(s) of the Unit, if any. For purposes of this Section, Declarant shall be considered the owner of any Unit not sold. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Copies of amendments shall be certified by the President and Secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Milwaukee County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at such Unit Owner's address on file with the Association.

16. DISCLOSURE OF USE OF SURROUNDING PROPERTIES.

The Condominium Property is surrounded by properties zoned for industrial and other non-residential uses, including, but not limited to, the tugboat operation conducted by The Great Lakes Towing Company on the property to west of the Building. Such uses may cause noises, odors and involve business activities that are not normally found in residential areas. Each Unit Owner or lessee of a Unit, and their heirs, successors and assigns, acknowledges that they are aware of the foregoing. Each Unit Owner or lessee of a Unit, and their heirs, successors and assigns acknowledge that the inclusion of this disclosure language in any agreement for the lease of a Unit formed the basis for Great Lakes Towing Company's withdrawal of its objection filed with the City of Milwaukee to the rezoning of the Building Land from industrial to residential. Unit Owners and the lessees of any Unit, and their heirs, successors and assigns, agree that no Unit Owner or lessee of a Unit, or their heirs, successors or assigns, shall have any standing to, and will not, complain about any non-residential use of any adjacent property so long as applicable zoning and other ordinances permit such use. Should any Unit Owner or lessee of a Unit, or their heirs, successors or assigns, agree to lease all or any portion of the Condominium, including any Unit, this disclosure language shall be included in such lease agreement. This disclosure language extends to the direct benefit of, and may be relied upon by, Declarant and The Great Lakes Towing Company and their heirs, successors and assigns, and, notwithstanding anything in this Declaration to the contrary, this provision shall not be amended, terminated, deleted or otherwise modified without first obtaining the written consent of: (i) one hundred percent (100%) of the Unit Owners and any lessees of Units; (ii) one hundred percent (100%) of the mortgagees of Unit Owners; and, (iii) The Great Lakes Towing Company, its heirs, successors or assigns.

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17. ADDITIONAL RIGHTS OF LENDERS.

A. Any Unit's Lender which has notified the Association in writing, delivered or mailed to the place for service of process stated in this Declaration, that it desires to receive written notice of any of the following matters shall be given such notice by mail:

(1) Any meeting of the membership or of the Board of Directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles or the By-Laws, or any action requiring approval by a specified percentage of mortgage holders.

(2) A copy of any notice of default which is given to the Unit Owner on any failure to comply with or violation of any of the provisions of this Declaration, the By-Laws and the Rules and Regulations promulgated thereunder, and any amendments thereto, simultaneously with the giving of required notice to the Unit Owner which shall be not later than within thirty (30) days of such failure;

(3) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(4) Any 60-day delinquency in the payment of assessments or charges by the Unit Owner;

(5) The amount of any assessments against the Unit then due and unpaid, within ten (10) business days after a request for such information is received;

(6) Any physical damage to the structure, fixtures or equipment of the Unit exceeding \$10,000 or if the Common Elements of the Condominium are damaged in an amount exceeding \$20,000, when such damage is known to the Association.

(7) Any condemnation proceedings concerning the Condominium.

B. Unless two-thirds of the number of holders of first mortgages on Units (based on one vote for each mortgage held) and all owners of affected Units have given their prior written approval, or unless the Association obtains such higher proportion of consent as may be required by the Act, the Association shall not:

(1) Change the undivided percentage interest in the Common Elements of the Condominium appertaining to each Unit;

(2) Partition or subdivide any Unit of the Condominium;

(3) By act or omission, seek to partition, subdivide, encumber, sell or transfer the Common Elements, except that the granting of easements for public utilities

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or other public purposes consistent with the intended use of the Common Elements by the Condominium shall not be deemed a transfer within the meaning of this clause; or

(4) Use hazard insurance proceeds for losses to any Condominium property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such Condominium property.

C. Unless all the holders of first mortgages on Units shall have given their written approval, the Association shall not by act or omission seek to abandon the Condominium status of the Condominium except as specifically provided in this Declaration.

D. Notwithstanding any other provisions of this Declaration, this section shall not be amended unless all Lenders have given their prior written approval.

18. NOTICES.

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

19. AGENT FOR SERVICE OF PROCESS.

The Agent of the Association for service of process shall be David Zazove, Water Street Development Corp., 200 S. Water Street, Milwaukee, Wisconsin 53204, or such other person or entity as may be designated from time to time by the Board of Directors of the Association, which designation shall be filed with the Department of Financial Institutions of the State of Wisconsin. The Association may designate successors to the Agent by affirmative vote of a majority of the Unit Owners present at a meeting of the Association at which a quorum is in attendance.

20. NUMBER AND GENDER.

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

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21. CAPTIONS.

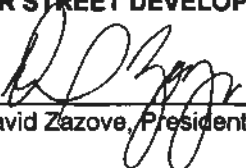
The captions and section or paragraph headings of this Declaration are inserted only as matters of convenience and for reference and in no way define nor limit the scope or intent of the various provisions hereof.

22. SEVERABILITY.

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

IN WITNESS WHEREOF, the Declarant, has caused this document to be executed this 14th day of August, 2002.

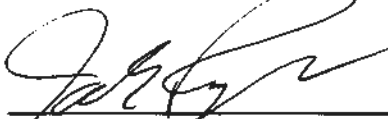
WATER STREET DEVELOPMENT CORP.

By: 

David Zazove, President

AUTHENTICATION

The signature of David Zazove is authenticated this 14th day of August, 2002.



John E. Rupke
Member, State Bar of Wisconsin

This Document was Drafted By
and Should be Returned To:

John E. Rupke
SCHMIDT & RUPKE, S.C.
17100 W. North Avenue
Brookfield, WI 53005-4436
(262) 814-0080

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EXHIBIT A

LEGAL DESCRIPTION OF
WATER STREET LOFTS CONDOMINIUM PROPERTY

PARCEL 1 OF CERTIFIED SURVEY MAP 7125 RECORDED AS DOCUMENT
NUMBER 8327841 BEING PART OF THE NORTHWEST 1/4 OF SECTION 33 AND
THE NORTHEAST 1/4 OF SECTION 32, TOWN 7 NORTH, RANGE 22 EAST, IN THE
CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

ALSO LOTS 5 AND 6 IN BLOCK 8 IN WALKERS POINT BEING PART OF THE
NORTHEAST 1/4 OF SECTION 32, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY
OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

TOGETHER WITH RIGHTS GRANTED BY THE CITY OF MILWAUKEE FOR LANDS
BELOW STREET LEVEL IMPROVEMENTS PRESENTLY OCCUPIED WITHIN
SOUTH WATER STREET.

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EXHIBIT B

LEGAL DESCRIPTION OF
EXPANSION LAND

PARCEL 2 OF CERTIFIED SURVEY MAP 7125 AS DOCUMENT NUMBER 8327841
BEING PART OF THE NORTHWEST 1/4 OF SECTION 33 AND THE NORTHEAST
1/4 OF SECTION 32, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY OF
MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

TOGETHER WITH RIGHTS GRANTED BY THE CITY OF MILWAUKEE FOR LANDS
BELOW STREET LEVEL IMPROVEMENTS PRESENTLY OCCUPIED WITHIN
SOUTH WATER STREET.

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EXHIBIT C
PERCENTAGE OWNERSHIP OF COMMON ELEMENTS

Residential Unit Nos.	Approximate Square Feet	Percentage Ownership	Initial Monthly Assessment
101	991	1.80772%	\$141.88
102	937	1.70922%	\$134.14
103	933	1.70192%	\$133.57
104	896	1.63443%	\$128.28
105	888	1.61983%	\$127.13
106	865	1.57788%	\$123.84
107	867	1.58153%	\$124.12
108	1,237	2.25646%	\$177.09
109	1,204	2.19626%	\$172.37
110	827	1.50856%	\$118.40
110(A)	847	1.54504%	\$121.26
111	658	1.20028%	\$94.20
112	865	1.57788%	\$123.84
201	1,517	2.76722%	\$217.18
202	934	1.70374%	\$133.72
203	907	1.65449%	\$129.85
204	932	1.70010%	\$133.43
205	922	1.68185%	\$132.00
206	903	1.64720%	\$129.28
207	900	1.64172%	\$128.85
208	1,021	1.86244%	\$146.17
209	1,270	2.31665%	\$181.82
210	1,215	2.21633%	\$173.94
211	638	1.16380%	\$91.34
212	638	1.16380%	\$91.34
213	638	1.16380%	\$91.34
214	638	1.16380%	\$91.34
215	1,333	2.43158%	\$190.84
301	1,517	2.76722%	\$217.18
302	934	1.70374%	\$133.72
303	1,405	2.56291%	\$201.15
305	1,358	2.47718%	\$194.42
306	903	1.64720%	\$129.28
307	900	1.64172%	\$128.85
308	1,021	1.86244%	\$146.17
309	1,270	2.31665%	\$181.82
310	1,215	2.21633%	\$173.94
311	638	1.16380%	\$91.34
312	638	1.16380%	\$91.34
313	638	1.16380%	\$91.34
314	638	1.16380%	\$91.34
315	1,333	2.43158%	\$190.84
401	1,471	2.68331%	\$210.59
402	945	1.72381%	\$135.29
403	1,433	2.61399%	\$205.15
405	1,370	2.49907%	\$196.14
406	939	1.71287%	\$134.43
407	935	1.70557%	\$133.86
408	1,024	1.86792%	\$146.60
409	2,037	3.71577%	\$291.63
Residential Totals	50,983	93.00000%	\$7,298.95
Remote Parking			
Per Unit		0.03448%	\$2.71
Total	29	1.00000%	\$78.48
In Building			
Per Unit		0.13043%	\$10.24
Total	46	6.00000%	\$470.90
Parking Totals	75	7.00000%	\$549.38
Grand Totals		100.00000%	\$7,848.33

REEL 5392 IMAGE 0990

Document Number	AMENDMENT NO. 1 TO DECLARATION OF WATER STREET LOFTS CONDOMINIUM Document Title	8377003 REGISTER'S OFFICE - 1-SS Milwaukee County, WI RECORDED AT 1:24 PM 10-30-2002 IGNATIUS J. NIENCZYK REGISTER OF DEEDS AMOUNT 15.00 Recording Area Name and Return Address Mr. John E. Rupke SCHMIDT & RUPKE, S.C. 17100 W. North Avenue Brookfield, WI 53005-4436
-----------------	---	--

REEL 5445

IMAGE 2644

15

3

**AMENDMENT NO. 1
TO
DECLARATION
OF
WATER STREET LOFTS CONDOMINIUM**

This is Amendment No. 1 to the Declaration of Water Street Lofts Condominium, which was recorded on August 15, 2002 in the office of the Register of Deeds for Milwaukee County as Document No. 8331075 (the "**Declaration**"). The Water Street Lofts Condominium Association, Inc. (the "**Association**") and Water Street Development Corp., in executing this Amendment, both certify that the at least two-thirds of the Unit Owners consented in writing to this Amendment and further certify that all of the mortgagees of the Units owned by such Unit Owners also consented to this Amendment.

The Declaration is hereby amended as follows:

The reference in EXHIBIT C to the Declaration (PERCENTAGE OWNERSHIP OF COMMON ELEMENTS) to Residential Unit No. 305 is corrected to read 304 and the reference in EXHIBIT C to the Declaration (PERCENTAGE OWNERSHIP OF COMMON ELEMENTS) to Residential Unit No. 405 is corrected to read 404.

Executed October 25, 2002.

**WATER STREET LOFTS CONDOMINIUM
ASSOCIATION, INC.**

By: _____

David Zazove, President

Attest: _____

Jean M. Stefaniak, Secretary

**WATER STREET DEVELOPMENT
CORP.**

By: _____

David Zazove, President

AUTHENTICATION: The signatures of David Zazove and Jean M. Stefaniak are authenticated this 25th day of October, 2002.

John E. Rupke

Member, State Bar of Wisconsin

This Document was Drafted By
and Should be Returned To:

John E. Rupke
SCHMIDT & RUPKE, S.C.
17100 W. North Avenue
Brookfield, WI 53005-4436
(262) 814-0080

FILE 5445
IMAGE 2645

EXHIBIT A

LEGAL DESCRIPTION OF
WATER STREET LOFTS CONDOMINIUM PROPERTY

PARCEL 1 OF CERTIFIED SURVEY MAP 7125 RECORDED AS DOCUMENT
NUMBER 8327841 BEING PART OF THE NORTHWEST 1/4 OF SECTION 33 AND
THE NORTHEAST 1/4 OF SECTION 32, TOWN 7 NORTH, RANGE 22 EAST, IN THE
CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

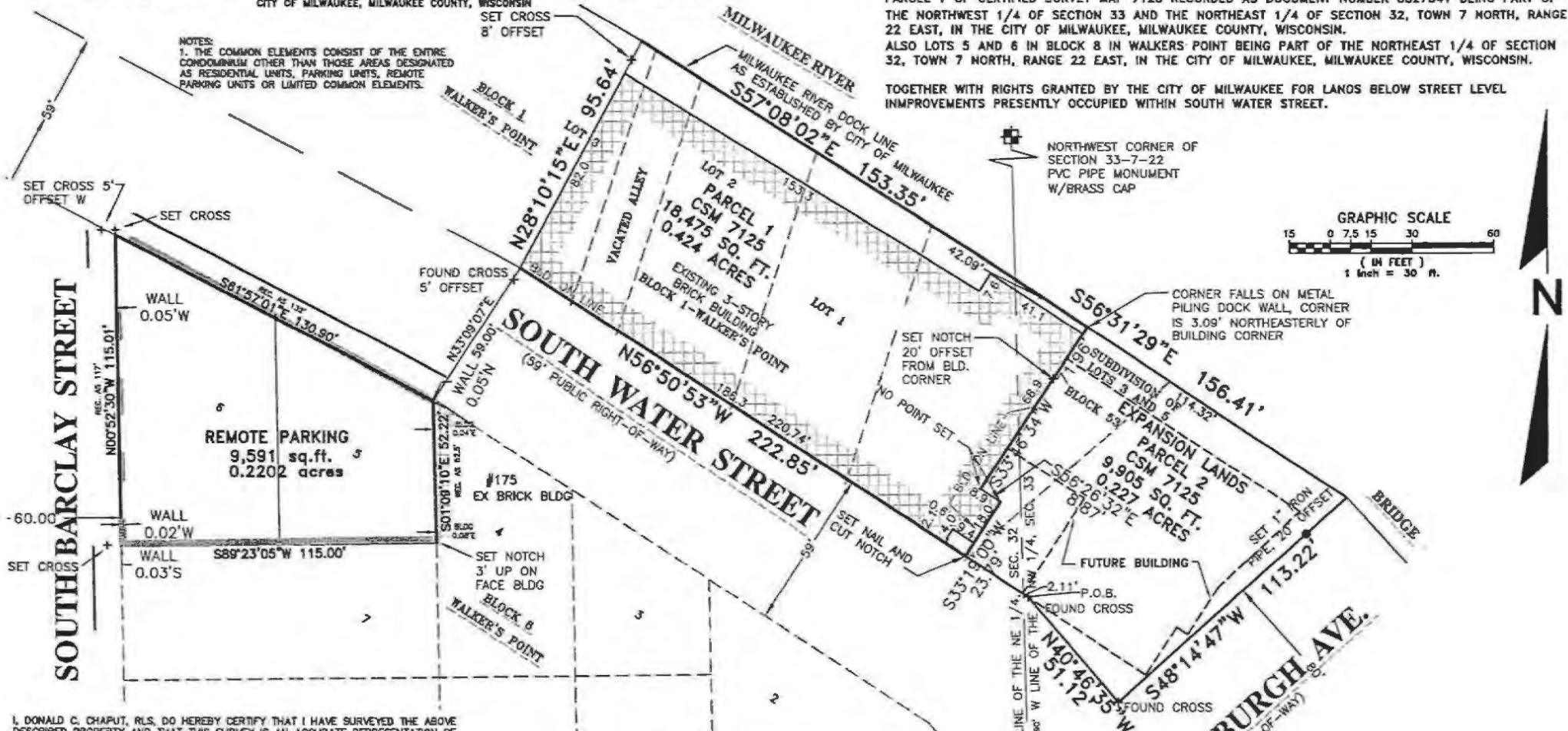
ALSO LOTS 5 AND 6 IN BLOCK 8 IN WALKERS POINT BEING PART OF THE
NORTHEAST 1/4 OF SECTION 32, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY
OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

TOGETHER WITH RIGHTS GRANTED BY THE CITY OF MILWAUKEE FOR LANDS
BELOW STREET LEVEL IMPROVEMENTS PRESENTLY OCCUPIED WITHIN
SOUTH WATER STREET.

WATER STREET LOFTS CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

NOTES:
1. THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM OTHER THAN THOSE AREAS DESIGNATED AS RESIDENTIAL UNITS, PARKING UNITS, REMOTE PARKING UNITS OR LIMITED COMMON ELEMENTS.

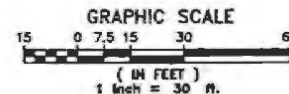


LEGAL DESCRIPTION:

PARCEL 1 OF CERTIFIED SURVEY MAP 7125 RECORDED AS DOCUMENT NUMBER 8327841 BEING PART OF THE NORTHWEST 1/4 OF SECTION 33 AND THE NORTHEAST 1/4 OF SECTION 32, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN. ALSO LOTS 5 AND 6 IN BLOCK 8 IN WALKER'S POINT BEING PART OF THE NORTHEAST 1/4 OF SECTION 32, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

TOGETHER WITH RIGHTS GRANTED BY THE CITY OF MILWAUKEE FOR LANDS BELOW STREET LEVEL IMPROVEMENTS PRESENTLY OCCUPIED WITHIN SOUTH WATER STREET.

NORTHWEST CORNER OF SECTION 33-7-22
PVC PIPE MONUMENT
W/BRASS CAP



I, DONALD C. CHAPUT, RLS, 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 EXISTING OR PROPOSED BUILDINGS AND IMPROVEMENTS UPON SAID PROPERTY.

THIS CONDOMINIUM PLAT IS A CORRECT REPRESENTATION OF WATER STREET LOFTS CONDOMINIUMS AND THE IDENTIFICATION AND LOCATION OF EACH UNIT, AND TO THE EXTENT FEASIBLE, THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE DIAGRAMMATIC FLOOR PLANS SHOW ONLY THE APPROXIMATE DIMENSIONS, FLOOR AREAS AND LOCATION OF EACH UNIT.

AUGUST 14, 2001

CITY OF MILWAUKEE

DONALD C. CHAPUT
REGISTERED LAND SURVEYOR
REGISTRATION NO. S-2055

(SEAL)

LEGAL DESCRIPTION FOR EXPANSION LANDS:

PARCEL 2 OF CERTIFIED SURVEY MAP 7125 AS DOCUMENT NUMBER 8327841 BEING PART OF THE NORTHWEST 1/4 OF SECTION 33 AND THE NORTHEAST 1/4 OF SECTION 32, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

TOGETHER WITH RIGHTS GRANTED BY THE CITY OF MILWAUKEE FOR LANDS BELOW STREET LEVEL IMPROVEMENTS PRESENTLY OCCUPIED WITHIN SOUTH WATER STREET.

National Survey & Engineering

Telephone 202-781-1200
Facsimile 202-787-7370

16745 16th Street
Suite 202
Brookfield, WI 53005-2828
www.nseinc.com



WATER STREET LOFTS CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

National Survey & Engineering

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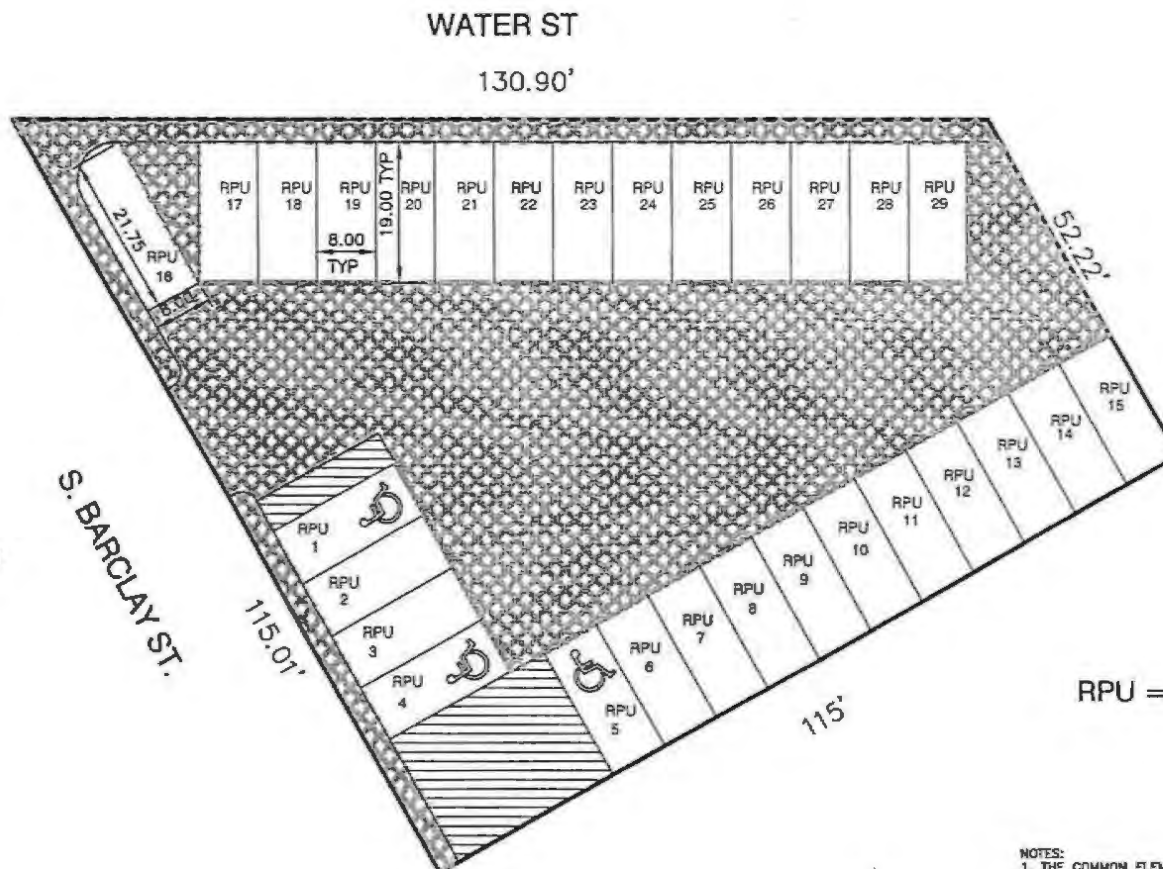
Telephone 252-761-1000
Facsimile 252-767-7073



10745 W. Eisenhower Road
Suite 200
Bridgeton, NJ 08302-5638
www.nse.com



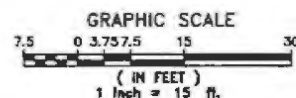
REMOTE PARKING



RPU = REMOTE PARKING UNIT



COMMON ELEMENTS



NOTES:
1. THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM OTHER THAN THOSE AREAS DESIGNATED AS RESIDENTIAL UNITS, PARKING UNITS, REMOTE PARKING UNITS OR LIMITED COMMON ELEMENTS.

WATER STREET LOFTS CONDOMINIUM

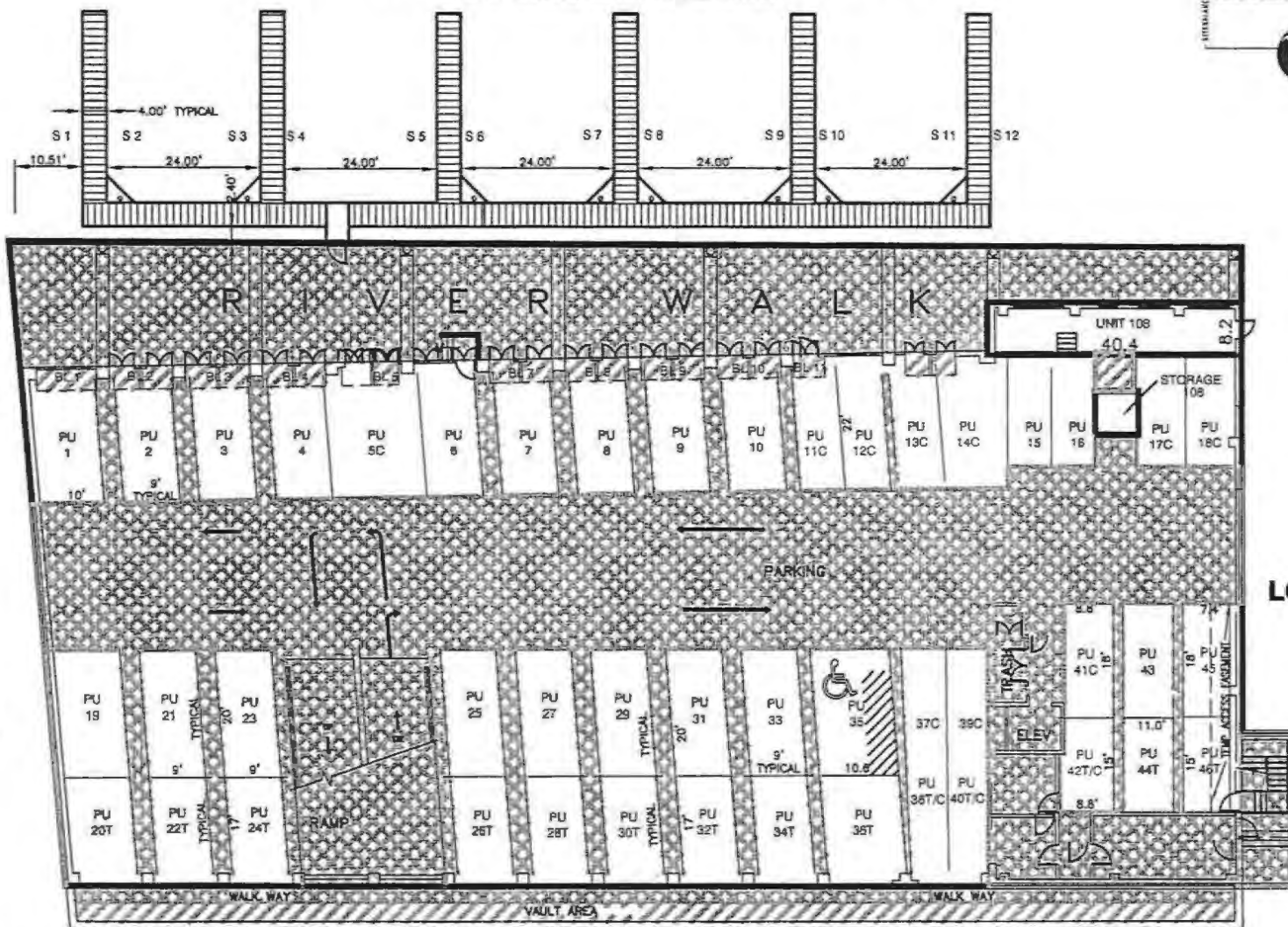
CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

National Survey & Engineering

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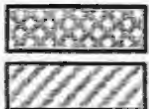
Telephone	262 75-1000
Telex	262 75-1000

17745 W. Shawmond Road
Suite 200
Irwin, PA 15330-5978
www.igad.com



U= PARKING UNIT
L = BOAT LOCKER
= SLIP

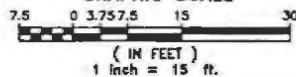
LOWER LEVEL



COMMON ELEMENTS

LIMITED COMMON ELEMENTS

GRAPHIC SCALE



NOTES

NOTES:
1. THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM OTHER THAN THOSE AREAS DESIGNATED AS RESIDENTIAL UNITS, PARKING UNITS, REMOTE PARKING UNITS OR LIMITED COMMON ELEMENTS.

WATER STREET LOFTS CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

National Survey & Engineering

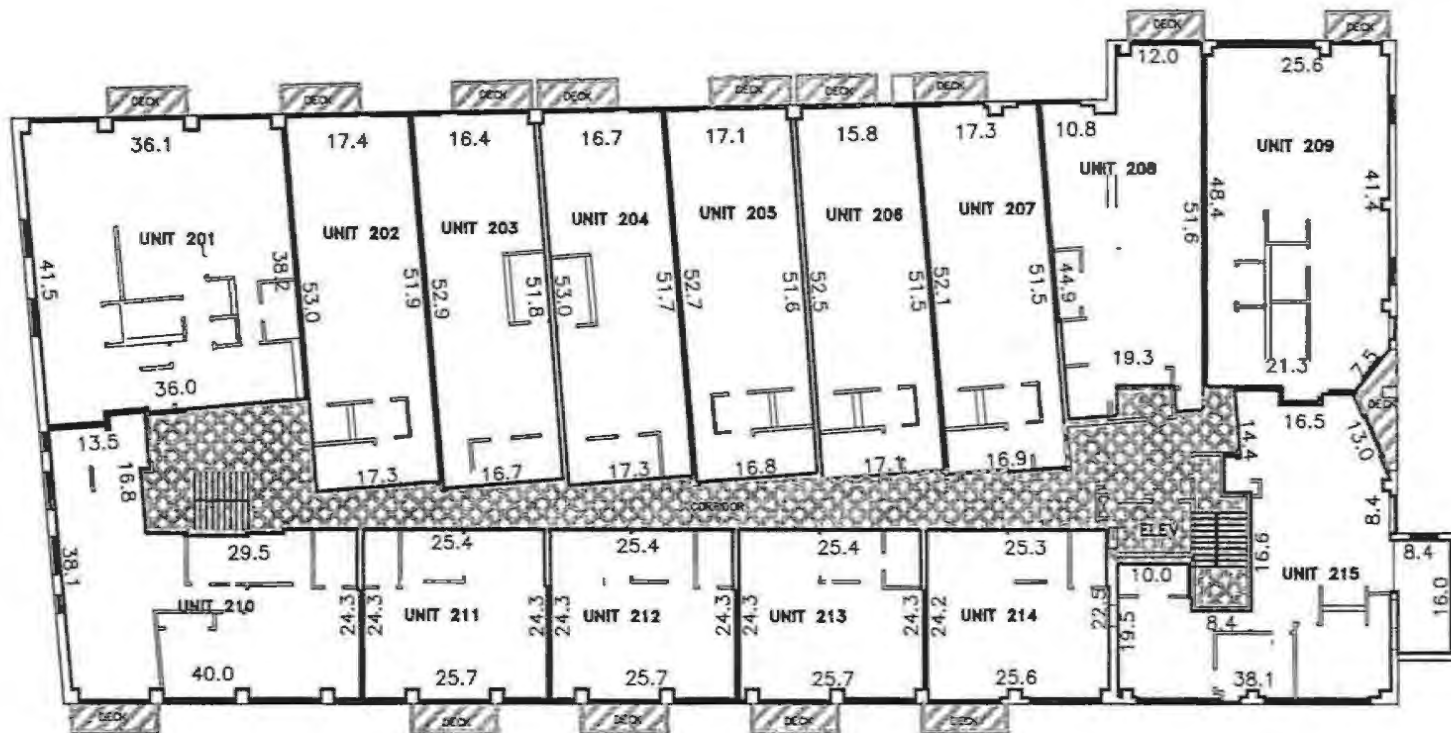
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Telephone 255-781-1000

Facsimile 255-751-7373



10745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5008
www.nse.com

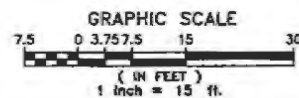


COMMON ELEMENTS



LIMITED COMMON ELEMENTS

SECOND FLOOR



NOTES:
1. THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM OTHER THAN THOSE AREAS DESIGNATED AS RESIDENTIAL UNITS, PARKING UNITS, REMOTE PARKING UNITS OR LIMITED COMMON ELEMENTS.

WATER STREET LOFTS CONDOMINIUM

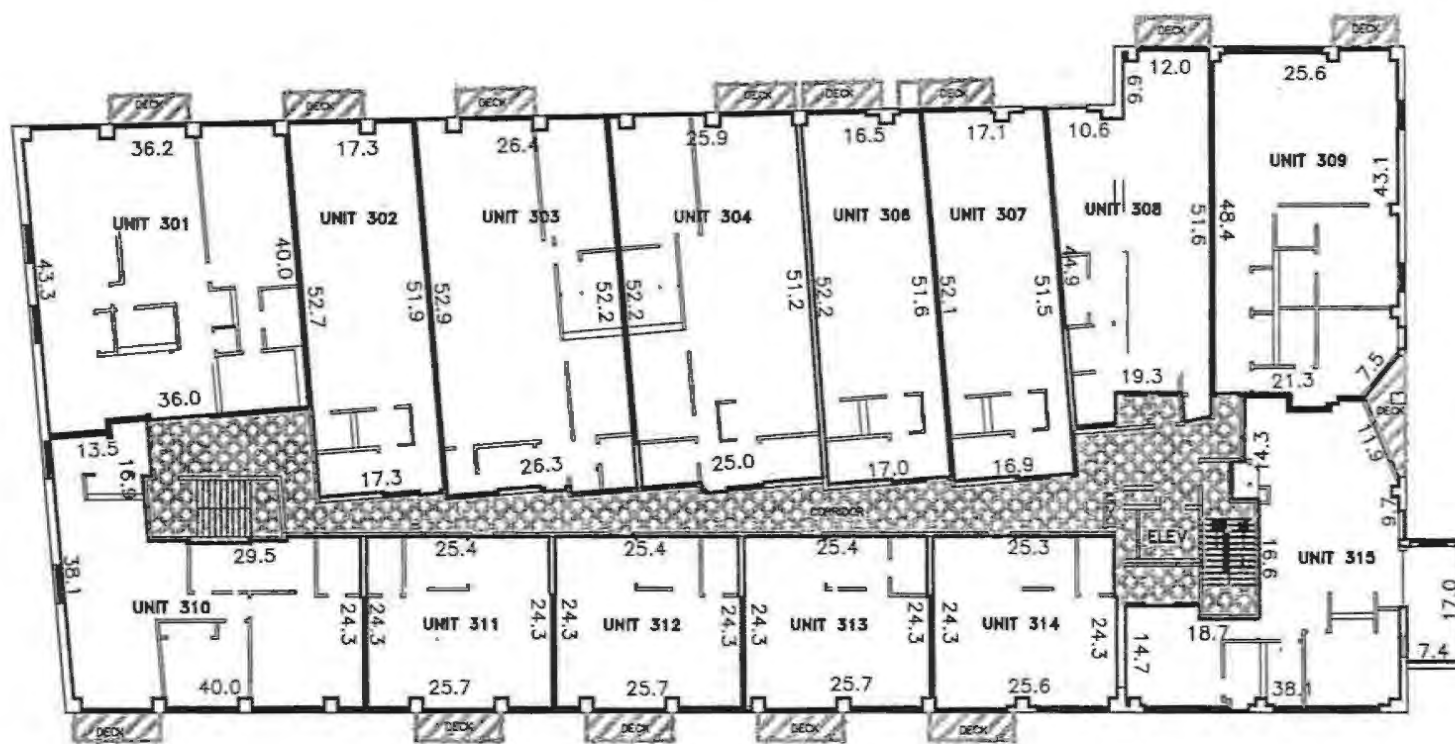
CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

National Survey & Engineering

01/01/2017/CP/3001/P/000

Telephone 262-761-1000
Facsimile 262-761-7575

10145 W. Silverwood Road
Suite 200
Brookfield, WI 53005-5038
www.nsewi.com

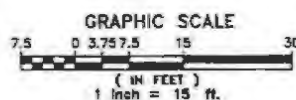


COMMON ELEMENTS



LIMITED COMMON ELEMENTS

THIRD FLOOR

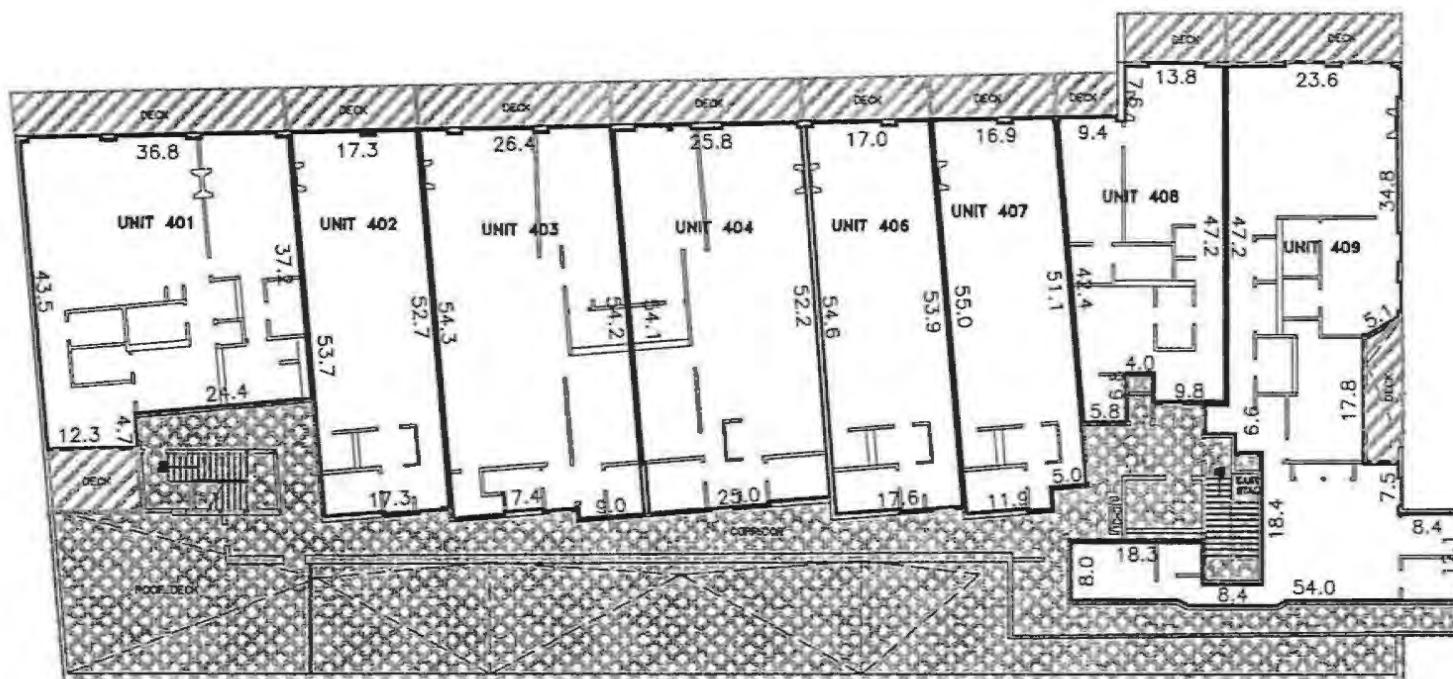


NOTES:
1. THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM OTHER THAN THOSE AREAS DESIGNATED AS RESIDENTIAL UNITS, PARKING UNITS, REMOTE PARKING UNITS OR LIMITED COMMON ELEMENTS.

WATER STREET LOFTS CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

National Survey & Engineering
8180127/011270137/000
Telephone 262-781-1300
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18145 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5208
www.nse.com

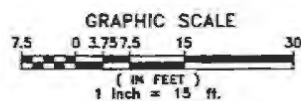


COMMON ELEMENTS



LIMITED COMMON ELEMENTS

PENTHOUSE



NOTES:
1. THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM OTHER THAN THOSE AREAS DESIGNATED AS RESIDENTIAL UNITS, PARKING UNITS, REMOTE PARKING UNITS OR LIMITED COMMON ELEMENTS.

DECLARATION OF
WATER STREET LOFTS
CONDOMINIUM

8331075

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED AT 9:34 AM

08-15-2002

IGNATIUS J. WIENCZYK
REGISTER OF DEEDS

AMOUNT 67.00

Recording Area

Name and Return Address

Mr. John E. Rupke
SCHMIDT & RUPKE, S.C.
17100 W. North Avenue
Brookfield, WI 53005-4436

REEL

5392

IMAGE

0962

Document Number

Document Title

67

29

DECLARATION OF
WATER STREET LOFTS CONDOMINIUM
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**DECLARATION
OF
WATER STREET LOFTS CONDOMINIUM**

THIS DECLARATION is made pursuant to the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes (the "Act"), by Water Street Development Corp., a Wisconsin corporation (the "Declarant").

1. STATEMENT OF DECLARATION AND EXPANSION RIGHT.

A. Original Property. Declarant hereby subjects the real property described in **Exhibit A** attached hereto (the "Property") to the condominium form of ownership in the manner provided by the Act and this Declaration. The Property consists of two (2) parcels of real property, one improved by a building that contains Residential Units and indoor Parking Units (the "Building Land") and the other which contains remote Parking Units (the "Parking Land").

B. Expansion Property. Declarant reserves, for a period of 10 years from the date this Declaration is recorded, the right to expand the Condominium by subjecting an additional parcel of real property to this Declaration. If such additional parcel is subjected to this Declaration, it shall become part of the "Property" and the "Building Land" under this Declaration, unless the context clearly indicates otherwise. The parcel of real property that Declarant reserves the right to add to the Condominium is described in **Exhibit B** attached hereto (the "Expansion Land"). Declarant is under no obligation of any kind to add the Expansion Land to the Condominium. If Declarant subjects the Expansion Land to this Declaration, a maximum of 36 additional Residential Units and a maximum of 50 additional Parking Units may be added to the Condominium.

C. Property Subject to Declaration and Act. The Property shall hereinafter be subject to the provisions, conditions, covenants, restrictions and easements of this Declaration and the Act. All provisions of this Declaration shall be deemed to run with the Property and shall constitute benefits and burdens to Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

2. DEFINITIONS.

In addition to the other terms defined in this Declaration, unless the context otherwise requires:

A. "Association" means the Water Street Lofts Condominium Association, Inc.

B. **"Building"** means any structure on the Building Land or the Expansion Land, if it is added to the Condominium, which contains Residential Units.

C. **"Common Elements"** means all of the Property except the Units.

D. **"Common Expenses"** means the expenses of the Association.

E. **"Lender"** means the holder of any recorded mortgage or the vendor under any recorded land contract.

F. **"Limited Common Elements"** means those Common Elements identified in this Declaration or on the Plat as reserved for the exclusive use of one or more, but less than all, of the Unit Owners.

G. **"Parking Unit"** means a Unit that may only be used for parking uses as set forth in this Declaration.

H. **"Parking Unit Owner"** means any person who holds legal title to a Parking Unit or who has equitable ownership of a Parking Unit as a land contract vendee, but not those having an interest or lien in or on a Parking Unit solely as security for the performance of an obligation.

I. **"Person"** means an individual, corporation, partnership, association, trust or other legal entity.

J. **"Plat"** means the condominium plat that is recorded for the Condominium, a copy of which is attached hereto, as amended from time to time by expansion of the Condominium or otherwise.

M. **"Residential Unit"** means a Unit that may only be used for residential or "live/work" uses as set forth in this Declaration.

N. **"Residential Unit Owner"** means any person who holds legal title to a Residential Unit or who has equitable ownership of a Residential Unit as a land contract vendee, but not those having an interest or lien in or on a Residential Unit solely as security for the performance of an obligation.

O. **"Unit"** means a part of the Condominium intended for independent use as set forth in this Declaration and includes both Parking Units and Residential Units.

P. **"Unit Owner"** means either a Parking Unit Owner or a Residential Unit Owner.

3. **NAME AND ADDRESS OF CONDOMINIUM.**

The condominium established by this Declaration shall be known as Water Street Lofts Condominium ("the **Condominium**"). The address of the Condominium is 200 S. Water Street, Milwaukee, Wisconsin 53204.

4. **DESCRIPTION AND USE OF BUILDING, UNITS AND COMMON ELEMENTS.**

A. Building. The floor plans and the approximate location and dimensions of the Building are shown on the Plat.

B. Units. The Condominium initially has forty-nine (49) Residential Units and seventy-five (75) Parking Units (46 indoor and 29 on the Parking Land). There may be fifty (50) Residential Units if Unit 110/110(A) is divided as permitted under paragraph 8.E. of this Declaration. Up to thirty-six (36) additional Residential Units and fifty (50) additional Parking Units may be added if the Expansion Land is added to the Condominium. The Plat, as it may be amended from time to time, shows the approximate dimensions, floor area, location and identifying number of each Residential Unit and Parking Unit. It is expressly stipulated, and each purchaser of a Unit acknowledges, for such purchaser and for the purchaser's heirs, successors and assigns, that the location, floor area and dimensions of each Unit as shown in this Declaration and on the Plat are approximate and are shown for descriptive purposes only. Declarant does not represent, warrant or guarantee that the Unit will be constructed exactly as shown on the Plat and each purchaser of a Unit expressly waives any claim or demand the purchaser may have against Declarant on account of any difference, shortage or discrepancy between the Unit as actually constructed and physically existing and as it is shown on the Plat. The boundaries and the additional elements that are a part of each Unit are as follows:

(1) Boundaries.

(a) Residential Unit. The vertical boundaries of a Residential Unit are the vertical planes of the interior surfaces of its stone, brick, masonry, stud or other perimeter walls or enclosed mechanical chases or drops, extended in each case to an intersection with the Residential Unit's horizontal boundaries. The upper horizontal boundary of a Residential Unit is the horizontal planes of the interior surfaces of the beams, joists, other structural members and wood decking of the ceilings and enclosed mechanical chases or drops, extended in each case to an intersection with the Residential Unit's vertical boundaries. The lower horizontal boundary of a Residential Unit is the horizontal plane of the interior surface of the concrete, extended to an intersection with the Residential Unit's vertical boundaries.

(b) Parking Unit. A Parking Unit consists of cube of air. The vertical boundaries of a Parking Unit are vertical planes extending upward from its lower boundary to its upper boundary around the perimeter of the Parking Unit as

shown on the Plat. The lower boundary of a Parking Unit is the surface of the floor or ground within the vertical boundaries and the upper boundary of a Parking Unit is a horizontal plane within the vertical boundaries nine (9) feet from the lower boundary (for Parking Units on the Parking Land) or the interior surface of any materials within the vertical boundaries (for Parking Units in the Building).

(2) Build-Outs, Fixtures, Appliances, Etc. Anything constructed, installed, applied or located within the boundaries of a Unit shall be considered part of the Unit, including, but not limited to, non-perimeter walls, partitions, drywall, plaster, trim, paint, wood, paneling, wallpaper, sub-flooring, underlayment, finish flooring, tile, carpeting, drop ceiling components, fixtures, sinks, bathtubs, showers, stoves, ranges, microwaves, refrigerators, dishwashers, disposals, washers and dryers and other improvements or appliances.

(3) Doors and Windows. The entrance door(s) of a Unit (other than the outer surface treatment), all interior window and door trim (casing, moldings, etc.) and the interior frame surfaces on the windows and the entrance door(s) of a Unit, and all hardware (handles, locks, hinges, etc.), screens or screening and glass for or in such doors and windows, shall be considered part of the Unit.

(4) Systems and Equipment. Any systems, equipment, fixtures and installations, or any portion thereof, used exclusively to provide heating, ventilating, air conditioning, hot water, electric, gas, security, television, telephone, communications, computer, water, sewer or other services to a Unit, and all components thereof (pipes, wires, conduits, cables, ducts, chutes, flues, outlets, etc.), shall be considered part of that Unit even though portions thereof may be located outside the boundaries of the Unit.

C. Purpose and Use of Building and Units. Except as otherwise set forth or required in this Declaration, the Association By-Laws and Rules and Regulations or the laws, ordinances and regulations of the City of Milwaukee, Milwaukee County or the State of Wisconsin, the purposes for which the Building and the Units are intended and restricted as to use are as follows:

(1) Building and Residential Units. The Building and Residential Units are intended for, and are restricted exclusively to, residential use, except for the first floor Units along Water Street which have been designated by the City of Milwaukee as "live/work" units, and for the use of the Common Elements by Residential Unit Owners and their respective families, lessees, invitees and/or guests. If the Association, in its reasonable discretion, determines that the level or type of use in any "live/work" Residential Unit (other than as a sales office, model or other use by Declarant as permitted under this Declaration) is such that a separate entrance on Water Street is needed, the Unit Owner of such Residential Unit shall immediately install such an entrance, which must be constructed at the sole cost and expense of the Unit Owner in

such location and in accordance with such plans and specifications as are approved by the Association, which approval may not be unreasonably withheld.

(2) Parking Units. Parking Units not held by Declarant or the Association may only be owned by a Unit Owner. However, a parking space may be transferred separate from a Unit. When a parking space is transferred, such transfer shall not be deemed complete until the Association receives a copy of the deed or other conveyance instrument. The Association shall keep such copy in its permanent files and shall maintain at all times a current record of each Parking Unit Owner. Parking Units may be used only for the parking of an operative vehicle by the Parking Unit Owner or another person with the Unit Owner's permission.

D. Common Elements.

(1) Description. The Common Elements shall consist of all of the Property except the Units, and shall include, without limitation:

(a) the Building Land, including the riverwalk, and the Parking Land;

(b) all of the Building other than the Units, including, but not limited to, the Building's: exterior; outside and bearing walls; girders, beams and supports; roof and foundations; foyers, stairways, halls and elevators; parking areas; doors not used to enter a Unit; sump pumps; systems; equipment, fixtures and installations, or any portion thereof, used to provide heating, ventilating, air conditioning, hot water, electric, gas, security, television, telephone, communications, computer, water, sewer or other services to more than one Unit, and all components thereof (pipes, wires, conduits, cables, ducts, chutes, flues, outlets, etc.); main utility services and main public utility lines; master basic television and cable television systems; water and sewer laterals; rooftop facilities; recreation facilities; balconies and patios;

(c) boat slip rights.

(2) Use. The manner of use of the Common Elements shall be governed by this Declaration, the By-Laws of the Association and such Rules and Regulations as the Association may from time to time establish.

E. Limited Common Elements.

(1) Description. Limited Common Elements are those parts or portions of the Common Elements that are reserved for the exclusive use of the particular Unit Owner(s) to which they are appurtenant or assigned, to the exclusion of the Owners of all other Units in the Condominium. The Limited Common Elements of the Condominium include the following:

(a) Any balcony, patio, rooftop area, storage area or storage or boat locker appurtenant or assigned to a Unit.

(b) Boat slip rights assigned to a Unit. Each boat slip is numbered and has a specific location within the marina area along the river side of the Building. The boat slips are not on the Property and are not part of the Condominium. Only the rights to boat slips held by Unit Owners are Limited Common Elements. The rights to all boat slips are initially unassigned and held by Declarant. Any transfer of boat slip rights by Declarant will be "AS IS" with respect to the physical condition of the slip to which such rights pertain. Boat slip rights not held by Declarant or the Association may only be held by a Unit Owner. However, boat slip rights may be transferred separate from the Unit to which they are assigned at any time. When the rights to any boat slip are transferred, such transfer shall not be deemed complete until the transferee provides the Association with a copy of the deed or other conveyance instrument. The Association shall keep such copy in its permanent files and shall maintain at all times a current record of who owns the rights to each boat slip. A boat slip may be used only for the docking of an operative boat by the owner of the rights to such slip or another person with such owner's permission. Each boat slip must be repaired and maintained by the owner of the rights to such slip, at such owner's sole cost and expense. The Association shall have the right to charge, and the owner of the slip shall pay, a separate monthly assessment for marina insurance and utilities provided to the boat slips. Initially, this charge shall be \$30 per month, to be paid along with the monthly assessment for common expenses. The use, repair and maintenance of any boat slip must also be in accordance with such rules and regulations as may be promulgated from time to time by the Association and must comply with such laws and regulations as may be applicable from time to time, including those promulgated by the State of Wisconsin Department of Natural Resources.

(2) Use. Except as otherwise stated in this Declaration, the use of the Limited Common Elements shall be governed by the By-Laws of the Association and such Rules and Regulations as the Association may from time to time establish. No Unit Owner shall alter, remove, repair, paint, decorate, landscape or adorn any Limited Common Element, or permit such, in any manner contrary to such By-Laws and Rules and Regulations. ~~No changes or alterations shall be made by any Unit Owner to any of~~ the Limited Common Elements without the prior written approval of the Association, which approval may be given upon such terms and conditions as the Association deems appropriate. A copy of the plans for any such work prepared by an engineer licensed to practice in Wisconsin may be required by the Association before the commencement of any work approved by the Association.

(3) Assignment. No Unit Owner or occupant may assign or transfer in any manner the rights to use any Limited Common Element assigned or appurtenant to a Unit except as specifically permitted in this Declaration and in the By-Laws of the Association.

5. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS.

Each Unit Owner shall own an undivided interest in the Common Elements as a tenant in common with all other Unit Owners and, except as to Limited Common Elements, shall have the right to use and occupy the Common Elements for all purposes incident to the use and occupancy of such Unit Owner's Unit as a place of residence or for such other uses as are permitted by this Declaration, which rights shall be appurtenant to and run with the Unit. The percentage of such undivided ownership interest in the Common Elements relating to each Unit and its owner for all purposes, including the proportionate payment of common expenses, shall be determined as follows: the Residential Units shall hold 93% of such interests, apportioned among them on an approximate square footage basis; the Parking Units in the Building shall hold 6% of such interests (6.5% if the Condominium is expanded), divided among them on a per unit basis; and, the Parking Units on the Parking Land shall hold 1% of such interests ($\frac{1}{2}\%$ if the Condominium is expanded), divided among them on a per unit basis. See *Exhibit C* attached to this Declaration for initial percentages for each Unit.

6. ASSOCIATION OF UNIT OWNERS.

A. Membership, Duties and Obligations. All Unit Owners shall be entitled and required to be members of the Association. The Association is responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the Common Elements and Limited Common Elements. The rights, qualifications and obligations of the members shall be as set forth in this Declaration and in the By-Laws and any Rules and Regulations of the Association. Each Unit Owner, the occupants of the Units, and the guests and invitees of Unit Owners shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the By-Laws and Rules and Regulations of the Association.

B. Voting Rights. There shall be one (1) vote in the Association for each Residential Unit. If more than one (1) person holds title to a Residential Unit, the membership related to that Residential Unit shall be shared by such persons in the same proportionate interests and by the same type of tenancy in which title to the Residential Unit is held; however, such persons shall designate one (1) person ("**Designated Voter**") to cast the vote appurtenant to that Residential Unit. Voting rights may not be split, and shared membership interests must be voted by the Designated Voter for the Residential Unit. A Parking Unit Owner who does not also own a Residential Unit shall not have any voting rights in the Association.

C. Declarant Control. Declarant shall have the right to appoint and remove the directors and officers of the Association and to amend the By-Laws or Rules and Regulations of the Association, until the earlier of: (a) three (3) years from the date of the first conveyance of a Unit by Declarant to any person other than Declarant; (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Elements to purchasers by Declarant; or, (c) such earlier time as may be determined by

Declarant, subject in each case to the provisions of the Act. Notwithstanding the foregoing, prior to the conveyance of 25% of the Common Elements by the Declarant to purchasers, a special meeting of the Association shall be called, at which time Unit Owners other than Declarant shall elect at least 25% of the Board of Directors, and prior to the conveyance of 50% of the Common Elements by the Declarant to purchasers, an Association meeting shall be held and the Unit Owners other than Declarant shall elect at least 33-1/3% of the Board of Directors. Each Unit Owner shall be deemed, by acceptance of the deed to a Unit, to agree, approve and consent to the rights of Declarant to so control the Association.

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

E. Association Documents. The Association shall keep and maintain current copies, as amended to date, of this Declaration, the Articles of Incorporation of the Association, the By-Laws and Rules and Regulations of the Association, the Plat and all of the books, records and financial statements of the Association. All such documents, books, records and statements shall be available for inspection during normal business hours, upon reasonable prior notice, by any Unit Owner or by any Lender. Any Lender shall, upon written request, be provided with an audited financial statement of the Association, at the requester's expense, for the preceding fiscal year.

7. REPAIRS, MAINTENANCE AND MODIFICATIONS.

A. Units. Each Unit Owner, at the Unit Owner's sole expense, shall be responsible for keeping the Unit Owner's Unit and anything within its boundaries in good, clean and attractive condition, order and repair and in compliance with any requirements set forth in this Declaration or in the By-Laws and Rules and Regulations of the Association.

B. Common Elements. The Association shall be responsible for keeping the Common Elements, including the Limited Common Elements, in good, clean and attractive condition, order and repair, except for routine cleaning of the Limited Common Elements. The expense of such maintenance shall be a common expense of the Association, except for expenses related to Limited Common Elements, which shall be allocated and charged to the Unit Owners of the Units to which the affected Limited Common Elements are appurtenant or assigned.

C. Routine Cleaning of Limited Common Elements. Each Unit Owner, at the Unit Owner's sole expense, shall be responsible for the routine cleaning of the Limited Common Elements appurtenant or assigned to such Unit Owner's Unit.

D. Prohibition Against Structural Modifications by Owner. Except as otherwise provided in this Declaration, a Unit Owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to such Unit Owner's Unit or the Common Elements, or make or install any improvements or equipment which may affect other Units or the Common Elements. A Unit Owner shall not perform, or allow to be performed, any act, alteration or other work which would jeopardize the soundness or safety of the Property, reduce the value thereof, or impair any easement or hereditament.

E. Declarant's Right to Change Plans. Declarant reserves the right to change the layout, location, dimensions and construction of the Units and Common Elements shown on the Plat, provided such changes do not substantially alter the nature, value and quality of the Units and Common Elements.

F. Future Alterations, Improvements and Additions After Declarant has constructed them, there shall be no material alterations, improvements or additions to the Common Elements without the prior written approval of at least seventy-five percent (75%) of the Residential Unit Owners.

8. UNIT OWNER'S RIGHTS WITH RESPECT TO INTERIORS.

A. Decorating. Each Residential Unit Owner shall have the exclusive right to carpet, paint, varnish, tile, panel, paper or otherwise refurbish and decorate the interior surfaces of the walls, ceilings, floors, doors (other than the outer surface of the entrance doors), door frames and window frames forming the boundaries of the Unit Owner's Residential Unit and to erect partition walls of a non-structural nature within the Unit Owner's Residential Unit.

B. Reallocation of Boundaries Prohibited. Except as provided in paragraphs 8.D. and 8.E., Unit Owners in the Condominium may not reallocate Unit boundaries between adjoining or adjacent Units.

C. No Subdivision Permitted. Except as provided in paragraph 8.E. of this Declaration, no Unit in the Condominium may be subdivided in any manner.

D. Combining Residential Units. If a Unit Owner owns two (2) or more adjoining or adjacent Residential Units (side-by-side or above-below), such Unit Owner may make such structural changes as may be approved by the Association to the Common Elements between such Residential Units to provide access between such Units for common living purposes, including the elimination of any hallways between such Residential Units if such hallways do not serve any other Residential Units. However, any such work shall be subject to paragraph 7.D. of this Declaration and, notwithstanding any such work, the Residential Units involved shall remain separate Units in the Condominium and under this Declaration.

E. Subdivision and Modifications to Unit 110/110(A). The single Unit designated as 110 and 110(A) on the Plat currently has a loading dock in its 110(A) portion. The owner of this Unit may divide such Unit at any time in the future into two separate Units, to be separately known as Units 110 and 110(A). The location of such division shall be at the discretion of the owner. Until this Unit is divided, it shall have the combined percentage interests in the Common Elements shown for 110 and 110(A) on Exhibit C attached to this Declaration. Following division, the percentage of undivided ownership in the Common Elements formerly allocated to such Unit shall be apportioned between the two separate units on a square footage basis. It is contemplated by the Declarant that another loading area will be available to the Building when the Condominium is expanded to include the Expansion Land. Until such time, the loading dock portion of this Unit, whether or not it has been divided, shall remain subject to a temporary easement for the continued use of the loading dock by the Declarant, the Unit Owners and the Association. While such easement remains in effect, the owner of this Unit shall not be required to pay any Common Expenses on the 110(A) portion of this Unit, or on Unit 110(A) if there has been a division, and the loading dock area shall be maintained and insured by the Association, at its expense, in the same manner as if it was part of the Common Elements. When the temporary easement for the loading dock expires because another loading area is available to the Building, the owner of the Unit may make whatever structural and other modifications the owner deem necessary, desirable or appropriate to convert such area to residential or "live/work" use, including the installation of a door to the street side of the Unit.

9. INSURANCE, DESTRUCTION AND RECONSTRUCTION.

A. Fire and Other Perils. The Association shall obtain and maintain fire and other perils broad form extended coverage insurance on the Building and Common Elements in an amount equal to the replacement value of the Building and Common Elements from time to time, including endorsements for automatic changes in insurance coverage as fluctuating values may warrant. The insurance shall be obtained in the name of the Association as trustee for each of the Unit Owners and their respective Lenders as their interests appear. Premiums for such insurance shall be a Common Expense. To the extent reasonably possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against Unit Owners, the Association, and their respective servants, agents, guests, officers and directors, and that the insurance cannot be canceled, invalidated or suspended on account of the conduct of any one or more of the foregoing without at least thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The Association shall review the amount of protection and the types of hazards to be covered at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary by the Association to conform to the requirements of replacement value. Copies of all policies or a certificate of insurance shall be provided to each Lender upon request.

B. Destruction and Use of Proceeds. In the event of the partial or total destruction of the Building or any Common Elements, the proceeds of any insurance covering such destruction shall be paid to the Association as trustee for the Unit Owners and their Lenders to be applied to the costs of repair or reconstruction. In the event any such proceeds are insufficient to pay the costs of repair or reconstruction, all costs of repair or reconstruction in excess of such proceeds shall be a Common Expense, except as otherwise provided in this Declaration for the allocation of expenses with respect to Limited Common Elements to the Unit Owners to which the Limited Common Elements are assigned or appurtenant. If, for any reason, the Association determines that all or any portion of the Building or any Common Elements that are destroyed should not be repaired or reconstructed, then any proceeds of insurance that are not so used shall be distributed to the Unit Owners and their Lenders, if any, as their respective interests in the Common Elements may appear.

C. Public Liability Insurance. The Association shall also obtain and maintain public liability insurance covering the Building and the Common Elements. The amount of such insurance coverage shall be as determined by the Board of Directors from time to time, provided, however, that it is at least One Million Dollars (\$1,000,000) per single occurrence. To the extent reasonably possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against Unit Owners, the Association, and their respective servants, agents, guests, officers and directors, and that the insurance cannot be canceled, invalidated or suspended on account of the conduct of any one or more of the foregoing without at least thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. Premiums for such insurance shall be a Common Expense.

D. Other Insurance. The Association shall also obtain and maintain worker's compensation insurance, to the extent necessary to comply with any applicable laws, and, to the extent obtainable, fidelity insurance covering each member of the Association who handles funds that the Association holds or administers. Such fidelity insurance shall be obtained with limits that are equal to or greater than the maximum funds held or administered at any one time by the Association. Premiums for such worker's compensation and fidelity insurance shall be a common expense. A management agent, if employed by the Association, shall be required to supply its own fidelity insurance policy that provides at least the same coverage as the fidelity insurance required of the Association.

E. Coverage for a Unit and Contents. Each Unit Owner shall be responsible for obtaining and maintaining liability insurance for the Unit Owner's Unit and any contents of such Unit, all at the Unit Owner's sole cost and expense.

F. Combined Protection Insurance. If insurance coverage is available to combine protection for the Association and the Unit Owners' individual personal property, liability and other needs, the Association is hereby given discretionary power to negotiate such combinations of insurance protection on an equitable cost-sharing

basis under which each Unit Owner would be assessed individually for the amount of insurance which the Unit Owner directs the Association to include in those policies for the Unit Owner's additional protection.

10. COMMON EXPENSES AND ASSESSMENTS.

A. General Annual Assessment. All Units shall be subject to a general annual assessment determined and levied by the Association for the purpose of defraying the costs and expenses of the Association in performing its stated purposes and functions. The Association shall prepare an annual budget according to the By-Laws and shall determine a general annual assessment based on a budget deemed sufficient to meet the estimated costs and expenses of the Association for the next year. A portion of the general annual assessment may be allocated to and assessed among Unit Owners owning boat slip rights. Except for any portion related to any separate assessments for boat slips, the general annual assessment shall be allocated and prorated to the Unit Owners in proportion to their percentage interests in the Common Elements. The general annual assessment shall be paid in equal monthly installments to the Association on or before the first day of each month. A Unit Owner shall be liable for all assessments or installments that come due while owning a Unit. Liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Element or by abandonment of the Unit for which the assessments are made. Notwithstanding the foregoing provisions, any Units owned by Declarant shall not be subject to, and Declarant shall have no obligation to pay, general annual assessments (i) for one year after the date this Declaration is recorded, or for Units added by expansion for one year after the recording of the amendment adding such units or (ii) until Declarant chooses to have its Units become subject to general assessments and to commence such payments, whichever occurs first. Until all the Units owned by Declarant become subject to general assessments, Declarant shall be responsible for the payment of all costs and expenses of the Association that cannot be paid from the Association's operating funds.

B. Special Assessments. Each Unit shall be subject to special assessment by the Association to cover all or any part of any extraordinary or unanticipated expenses incurred by the Association. Any such special assessment shall be allocated and prorated to the Unit Owners in proportion to their percentage interests in the Common Elements unless the special assessment relates to Limited Common Elements, in which case the special assessment may be prorated and allocated to the Unit Owners of the Units to which the affected Limited Common Elements are assigned or appurtenant. Unless otherwise determined by the Association, any special assessment shall be due and payable sixty (60) days after the affirmative vote by the Association declaring the special assessment.

C. Interest; Application of Payments. All charges, fines, general assessments and special assessments levied by the Association which are not paid when due shall bear interest from the due date at the rate of twelve percent (12%) per

annum until paid in full. All payments upon account shall first be applied to interest and then to the charges, fines, assessments or special assessments.

D. Lien for Assessments. All assessments until paid, together with interest on them and actual costs of collection, including but not limited to attorney's fees and disbursements, constitute a lien on the Units on which they are assessed, if a Statement of Condominium Lien is filed within two (2) years after the date the assessment becomes due. The lien is effective against a Unit from the time the assessment became due regardless of when within the two (2) year period it is filed. A Statement of Condominium Lien shall be filed in the Land Records of the Clerk of Circuit Court for Milwaukee County, stating the description of the Unit, the name of the record Unit Owner, 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 or agent of the Association as specified in the By-Laws.

E. Priority of Lien. The lien for assessments shall be prior to all other liens except as specified in the Act.

F. Enforcement of Lien. A lien may be enforced and foreclosed by the Association in the same manner and subject to the same requirements as a foreclosure for mortgages on real property in Wisconsin. The Association may recover its costs and actual attorney's fees. The Association may bid on the Unit at the foreclosure sale and acquire, hold, lease, mortgage and convey the Unit. A suit to recover a money judgment for unpaid charges, fines, general assessments, or special assessments may be maintained without foreclosing or waiving the lien securing the unpaid charge, fine, general assessment, or special assessment. A suit for any deficiency following foreclosure may be maintained in the same proceeding. No action may be brought to foreclose a lien unless brought within three (3) years following the recording of the Statement of Condominium Lien. No action may be brought to foreclose a lien except after ten (10) days prior written notice to the Unit Owner given by registered or certified mail, return receipt requested to the address of the Unit Owner shown on the books of the Association. A lien will not be affected by the sale or transfer of the Unit unless a foreclosure of the first mortgage is involved, in which case the foreclosure will extinguish the lien for any assessments that were payable before the foreclosure sale, but will not relieve any subsequent Unit Owner from paying further assessments.

G. Acceleration. If a Unit Owner is in default in the payment of any charges, fines, assessments or special assessments for a period of more than thirty (30) days, the Association may accelerate the entire amount of the annual common charges and any other assessments remaining unpaid with respect to the delinquent Unit Owner for purposes of collection and/or enforcement of the lien against the Unit.

H. Collection and Enforcement. The Association shall have the exclusive and sole right and power to collect or enforce the collection of charges, fines, annual assessments and special assessments, and to bring any and all actions and

proceedings for the collection thereof and for the foreclosure of the liens therefore. The Association, acting through its Board of Directors, and as representative of all members, may bring an action at law against any Unit Owner for payment of unpaid assessments and/or may foreclose a lien against any Unit. Upon the commencement or during the pendency of any action to foreclose the lien or enforce any other remedies of the Association for collection, the Association shall be entitled to the appointment of a receiver of the Unit (including homestead interests) without bond, with the power to take possession of the Unit and collect the rents, issues and profits of the Unit and exercise such other powers as the Court may grant until confirmation of the sale, and may order the rents, issues and profits when so collected to be held and applied as the Court may direct.

I. Working Capital Fund. Each purchaser of a Unit from the Declarant shall pay to the Association the equivalent of three (3) monthly installments of the general annual assessment at the time of conveyance by Declarant. This payment shall not be an advance payment of the general annual assessment, but rather an additional assessment for a working capital fund. The working capital fund shall be transferred to the Association for deposit to a segregated fund when control of the Association is transferred to the Unit Owners from the Declarant. The Declarant may not utilize the working capital fund to defray its own expenses while it maintains control of the Association.

11. PARTITION OF COMMON ELEMENTS PROHIBITED.

There shall be no partition of the Common Elements and Limited Common Elements through judicial proceedings or otherwise, except as otherwise provided in the Declaration, until this Declaration is terminated and the Property is withdrawn from its terms or from the terms of the Act or any other applicable statutes regarding unit ownership or condominium ownership; provided, however, that if any Unit shall be owned by two or more co-owners as tenants in Common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of said single Unit as between such co-owners so long as the Unit is not subdivided or separated from the Condominium.

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

The percentage of the undivided interest in the Common and Limited Common Elements shall not be separated from the Unit to which it appertains. No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to such Unit Ownership without including therein both such Unit Owner's interest in the Unit and such Unit Owner's corresponding percentage of ownership in the Common and Limited Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without also including the other shall be deemed and taken to include

the interest so omitted even though the latter is not expressly mentioned or described therein. Notwithstanding the foregoing provisions, a parking space or boat slip may be transferred separately from the Unit to which it is assigned as provided elsewhere in this Declaration.

13. EASEMENTS, RESERVATIONS, RIGHTS AND ENCROACHMENTS.

A. Construction Easements. Notwithstanding anything in this Declaration or elsewhere to the contrary, until Declarant has, in its sole judgment, completed all renovations and improvements it plans to make to the Property, Declarant shall have an easement, for itself and its duly authorized agents, representatives, employees and contractors, over any portion of the Property, Building, Units and Common Elements for such renovations and improvements and for any related purposes, including, but not limited to: storage of tools, materials, equipment, appliances, supplies and other property; maintaining or correcting the drainage of any surface, roof or storm water; cutting trees, bushes and other vegetation. If it is necessary to enter any Unit in the exercise of the foregoing rights, Declarant shall give prior notice to the Unit Owner and use reasonable efforts to cause as little inconvenience as possible to the Unit Owner. The Unit Owners acknowledge that the renovation and improvement activities of Declarant may cause inconveniences to them until completed.

B. Sales Office, Model Units, Etc. Until all Units, including those contemplated on the Expansion Land, are sold, Declarant and Declarant's duly authorized agents, representatives and employees shall have: the right to use and maintain model Units and a sales office, for the Condominium and other projects, in any Unit owned or leased by Declarant; the right to place advertising signs and other promotional materials on any part of the Property, other than in sold Units; and, the right of ingress and egress in, over and across any part of the Property, other than sold Units and the right to store materials and make such other use of such portions of the Property as may be reasonably necessary in connection with sales within the Condominium project.

C. Utilities, Etc. Easements are declared and granted for the benefit of the Association and Unit Owners, and reserved for the benefit of the Declarant, over, under, along and on any part of the Common Elements for the installation and maintenance of utilities and for such other purposes as are necessary for the proper operation of the Condominium, any Unit and the Building, including, but not limited to: the right to install, construct, lay, maintain, repair and replace driveways, parking areas, walkways, water mains and pipes, water pressure tanks, sump pumps, sewer lines, steam lines, gas lines, pipes, mains and meters, telephone wires and equipment, cable television systems, electrical conduits, wires, meters and equipment, including power transformers.

D. Use of Future Terrace. If the planned construction on the Expansion Land is completed and added to the Condominium, the Owners of Units 109, 209 and

215 and their families, lessees, invitees and/or guests may use the terrace that is currently contemplated, if and when it is built, in the same manner other units in the expansion phase having access to such terrace. Access to such terrace from these Units shall be via a patio door from the Unit to such terrace, which must be constructed at the sole cost and expense of the Unit Owner in accordance with the plans and specifications for the other patio doors in the Unit Owner's Unit.

E. Encroachments. If any portion of the Common or Limited Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common or Limited Common Elements as a result of any duly authorized construction, reconstruction or repair of the Building or improvement, or as a result of settling or shifting of the Building or improvement, a valid easement for the encroachment and for its maintenance shall exist so long as the Building or improvement stands. The physical boundaries of a Unit or the Common Elements as they were constructed or reconstructed, provided same was in substantial conformity with the Plat, shall be conclusively presumed to be the actual boundaries, regardless of the settling or shifting of the Building and regardless of minor variations between the boundaries described in this Declaration or shown on the Plat and the actual physical boundaries as they were constructed.

F. Riverwalk. The Building Land either is or may become subject to such easements and agreements as Declarant or the Association has or may enter into with the City of Milwaukee or other governmental bodies or entities with respect to the riverwalk along the riverside of the Building. Declarant shall retain, and the Association shall have, the authority to enter into any easements or other agreements pertaining to such riverwalk as they, or either of them, may deem necessary or appropriate for the benefit of the public and the Condominium.

G. Unit Owner's Easements. Each Unit Owner shall have a valid easement to the interior portions of the walls, ceilings and floors on the boundaries of the Unit Owner's Unit for adding additional utility outlets, wall hangings, light fixtures, non-bearing partition walls and the like or for repairing or replacing any systems, equipment, fixtures or installations that are considered part of the Unit, where such easement is necessary for such purposes, provided that the Unit Owner shall do nothing to jeopardize the soundness, structural integrity or safety of the Property, reduce the value thereof or impair any other easement or hereditament, and provided further that the Common Elements be restored to their former condition by the Unit Owner at the Unit Owner's sole expense upon completion or termination of the work requiring the easement. Easements are also hereby granted and declared within or on any part of the Common Elements or any Units for the benefit of the Declarant for the construction any Unit or the Common Elements and for the Association for the construction, installation, maintenance and repair of the Common Elements.

H. Entry for Maintenance, Construction or Repairs. Declarant and the Association shall have an irrevocable right and easement to enter any Unit when necessary in connection with any maintenance, construction or repair of Unit or Common Elements for which Declarant or the Association is responsible. Such entry shall be made only with reasonable prior notice to the Unit Owner, except in the case of an emergency when injury or property damage may result from delayed entry, and then with as little inconvenience to the Unit Owner as practical, and any damage caused thereby shall be repaired by the entering party except as allocable to an individual Unit or Units in the discretion of the Board of Directors. No such entry shall be considered a trespass.

I. Temporary Easements. Declarant, Unit Owners and the Association have the following temporary easements:

(a) An easement to use the loading dock as described in paragraph 8.E. of this Declaration.

(b) An easement over the easterly 4 feet of Parking Units 45 and 45T for ingress and egress to and from the lower level parking exit door. This easement shall expire when another exit door is available in the lower level parking area. While such easement remains in effect, the owner(s) of these Parking Units shall not be required to pay any Common Expenses on these Units and the easement area shall be maintained and insured by the Association, at its expense.

J. Binding Effect. All easements and rights described in this Declaration are easements appurtenant to and running with the Property, and are subject to the reasonable control of the Association. All easements and rights described in this Declaration are granted and reserved to, and shall inure to the benefit of and be binding on the Declarant, its successors and assigns, and on all Unit Owners, purchasers, lenders, lessees and occupants and their heirs, executors, administrators, successors and assigns. The Association shall have the authority to execute all documents necessary to carry out the intent of this paragraph and this Declaration.

14. FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER.

The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future enforcement of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a Unit Owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach,

and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

15. AMENDMENT TO DECLARATION.

Except as otherwise provided by the Act with respect to termination of the condominium form of ownership, this Declaration may be amended only with the written consent of at least two-thirds of the Unit Owners. A Unit Owner's written consent is not effective unless it is approved by the mortgagee(s) of the Unit, if any. For purposes of this Section, Declarant shall be considered the owner of any Unit not sold. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Copies of amendments shall be certified by the President and Secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Milwaukee County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at such Unit Owner's address on file with the Association.

16. DISCLOSURE OF USE OF SURROUNDING PROPERTIES.

The Condominium Property is surrounded by properties zoned for industrial and other non-residential uses, including, but not limited to, the tugboat operation conducted by The Great Lakes Towing Company on the property to west of the Building. Such uses may cause noises, odors and involve business activities that are not normally found in residential areas. Each Unit Owner or lessee of a Unit, and their heirs, successors and assigns, acknowledges that they are aware of the foregoing. Each Unit Owner or lessee of a Unit, and their heirs, successors and assigns acknowledge that the inclusion of this disclosure language in any agreement for the lease of a Unit formed the basis for Great Lakes Towing Company's withdrawal of its objection filed with the City of Milwaukee to the rezoning of the Building Land from industrial to residential. Unit Owners and the lessees of any Unit, and their heirs, successors and assigns, agree that no Unit Owner or lessee of a Unit, or their heirs, successors or assigns, shall have any standing to, and will not, complain about any non-residential use of any adjacent property so long as applicable zoning and other ordinances permit such use. Should any Unit Owner or lessee of a Unit, or their heirs, successors or assigns, agree to lease all or any portion of the Condominium, including any Unit, this disclosure language shall be included in such lease agreement. This disclosure language extends to the direct benefit of, and may be relied upon by, Declarant and The Great Lakes Towing Company and their heirs, successors and assigns, and, notwithstanding anything in this Declaration to the contrary, this provision shall not be amended, terminated, deleted or otherwise modified without first obtaining the written consent of: (i) one hundred percent (100%) of the Unit Owners and any lessees of Units; (ii) one hundred percent (100%) of the mortgagees of Unit Owners; and, (iii) The Great Lakes Towing Company, its heirs, successors or assigns.

17. ADDITIONAL RIGHTS OF LENDERS.

A. Any Unit's Lender which has notified the Association in writing, delivered or mailed to the place for service of process stated in this Declaration, that it desires to receive written notice of any of the following matters shall be given such notice by mail:

(1) Any meeting of the membership or of the Board of Directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles or the By-Laws, or any action requiring approval by a specified percentage of mortgage holders.

(2) A copy of any notice of default which is given to the Unit Owner on any failure to comply with or violation of any of the provisions of this Declaration, the By-Laws and the Rules and Regulations promulgated thereunder, and any amendments thereto, simultaneously with the giving of required notice to the Unit Owner which shall be not later than within thirty (30) days of such failure;

(3) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(4) Any 60-day delinquency in the payment of assessments or charges by the Unit Owner;

(5) The amount of any assessments against the Unit then due and unpaid, within ten (10) business days after a request for such information is received;

(6) Any physical damage to the structure, fixtures or equipment of the Unit exceeding \$10,000 or if the Common Elements of the Condominium are damaged in an amount exceeding \$20,000, when such damage is known to the Association.

(7) Any condemnation proceedings concerning the Condominium.

B. Unless two-thirds of the number of holders of first mortgages on Units (based on one vote for each mortgage held) and all owners of affected Units have given their prior written approval, or unless the Association obtains such higher proportion of consent as may be required by the Act, the Association shall not:

(1) Change the undivided percentage interest in the Common Elements of the Condominium appertaining to each Unit;

(2) Partition or subdivide any Unit of the Condominium;

(3) By act or omission, seek to partition, subdivide, encumber, sell or transfer the Common Elements, except that the granting of easements for public utilities

or other public purposes consistent with the intended use of the Common Elements by the Condominium shall not be deemed a transfer within the meaning of this clause; or

(4) Use hazard insurance proceeds for losses to any Condominium property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such Condominium property.

C. Unless all the holders of first mortgages on Units shall have given their written approval, the Association shall not by act or omission seek to abandon the Condominium status of the Condominium except as specifically provided in this Declaration.

D. Notwithstanding any other provisions of this Declaration, this section shall not be amended unless all Lenders have given their prior written approval.

18. NOTICES.

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

19. AGENT FOR SERVICE OF PROCESS.

The Agent of the Association for service of process shall be David Zazove, Water Street Development Corp., 200 S. Water Street, Milwaukee, Wisconsin 53204, or such other person or entity as may be designated from time to time by the Board of Directors of the Association, which designation shall be filed with the Department of Financial Institutions of the State of Wisconsin. The Association may designate successors to the Agent by affirmative vote of a majority of the Unit Owners present at a meeting of the Association at which a quorum is in attendance.

20. NUMBER AND GENDER.

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

21. CAPTIONS.

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

22. SEVERABILITY.

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

IN WITNESS WHEREOF, the Declarant, has caused this document to be executed this 14th day of August, 2002.

WATER STREET DEVELOPMENT CORP.

By: 15/ DAVID ZAZOVE
David Zazove, President

AUTHENTICATION

The signature of David Zazove is authenticated this 14th day of August, 2002.

15/ JOHN E. RUPKE
John E. Rupke
Member, State Bar of Wisconsin

This Document was Drafted By
and Should be Returned To:
John E. Rupke
SCHMIDT & RUPKE, S.C.
17100 W. North Avenue
Brookfield, WI 53005-4436
(262) 814-0080

21. CAPTIONS.

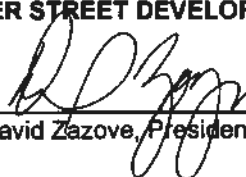
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IN WITNESS WHEREOF, the Declarant, has caused this document to be executed this 14th day of August, 2002.

WATER STREET DEVELOPMENT CORP.

By: 

David Zazove, President

AUTHENTICATION

The signature of David Zazove is authenticated this 14th day of August, 2002.



John E. Rupke
Member, State Bar of Wisconsin

This Document was Drafted By
and Should be Returned To:

John E. Rupke
SCHMIDT & RUPKE, S.C.
17100 W. North Avenue
Brookfield, WI 53005-4436
(262) 814-0080

REF.

5392

IMAGE

0987

EXHIBIT A

LEGAL DESCRIPTION OF
WATER STREET LOFTS CONDOMINIUM PROPERTY

PARCEL 1 OF CERTIFIED SURVEY MAP 7125 RECORDED AS DOCUMENT NUMBER 8327841 BEING PART OF THE NORTHWEST 1/4 OF SECTION 33 AND THE NORTHEAST 1/4 OF SECTION 32, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

ALSO LOTS 5 AND 6 IN BLOCK 8 IN WALKERS POINT BEING PART OF THE NORTHEAST 1/4 OF SECTION 32, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

TOGETHER WITH RIGHTS GRANTED BY THE CITY OF MILWAUKEE FOR LANDS BELOW STREET LEVEL IMPROVEMENTS PRESENTLY OCCUPIED WITHIN SOUTH WATER STREET.

EXHIBIT B

LEGAL DESCRIPTION OF
EXPANSION LAND

PARCEL 2 OF CERTIFIED SURVEY MAP 7125 AS DOCUMENT NUMBER 8327841
BEING PART OF THE NORTHWEST 1/4 OF SECTION 33 AND THE NORTHEAST
~~1/4 OF SECTION 32, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY OF~~
MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

TOGETHER WITH RIGHTS GRANTED BY THE CITY OF MILWAUKEE FOR LANDS
BELOW STREET LEVEL IMPROVEMENTS PRESENTLY OCCUPIED WITHIN
SOUTH WATER STREET.

EXHIBIT C
PERCENTAGE OWNERSHIP OF COMMON ELEMENTS

Residential Unit Nos.	Approximate Square Feet	Percentage Ownership	Initial Monthly Assessment
101	991	1.60772%	\$141.88
102	937	1.70922%	\$134.14
103	933	1.70192%	\$133.57
104	896	1.63443%	\$128.28
105	888	1.61983%	\$127.13
106	865	1.57788%	\$123.84
107	867	1.58153%	\$124.12
108	1,237	2.25648%	\$177.09
109	1,204	2.19626%	\$172.37
110	827	1.50856%	\$118.40
110(A)	847	1.54504%	\$121.26
111	658	1.20028%	\$94.20
112	865	1.57788%	\$123.84
201	1,517	2.76722%	\$217.18
202	934	1.70374%	\$133.72
203	907	1.65449%	\$129.85
204	932	1.70010%	\$133.43
205	922	1.68185%	\$132.00
206	903	1.64720%	\$129.28
207	900	1.64172%	\$128.85
208	1,021	1.86244%	\$146.17
209	1,270	2.31665%	\$181.82
210	1,215	2.21633%	\$173.94
211	638	1.16380%	\$91.34
212	638	1.16380%	\$91.34
213	638	1.16380%	\$91.34
214	638	1.16380%	\$91.34
215	1,333	2.43158%	\$190.84
301	1,517	2.76722%	\$217.18
302	934	1.70374%	\$133.72
303	1,405	2.56291%	\$201.15
305	1,358	2.47718%	\$194.42
306	903	1.64720%	\$129.28
307	800	1.64172%	\$128.85
308	1,021	1.86244%	\$146.17
309	1,270	2.31665%	\$181.82
310	1,215	2.21633%	\$173.94
311	638	1.16380%	\$91.34
312	638	1.16380%	\$91.34
313	638	1.16380%	\$91.34
314	638	1.16380%	\$91.34
315	1,333	2.43158%	\$190.84
401	1,471	2.68331%	\$210.59
402	945	1.72381%	\$135.29
403	1,433	2.61399%	\$205.15
405	1,370	2.49907%	\$196.14
406	939	1.71287%	\$134.43
407	835	1.70557%	\$133.86
408	1,024	1.86792%	\$146.60
409	2,037	3.71577%	\$291.63
Residential Totals	60,983	93.00000%	\$7,298.95
Remote Parking			
Per Unit		0.03448%	\$2.71
Total	29	1.00000%	\$78.48
In Building			
Per Unit		0.13043%	\$10.24
Total	46	6.00000%	\$470.90
Parking Totals	75	7.00000%	\$549.38
Grand Totals		100.00000%	\$7,848.33

REEL 5392 MADE 0990

Document Number	AMENDMENT NO. 1 TO DECLARATION OF WATER STREET LOFTS CONDOMINIUM Document Title	8377003 REGISTER'S OFFICE Milwaukee County, WI RECORDED AT 1:24 PM 10-30-2002 IGNATIUS J. NIEMCZYK REGISTER OF DEEDS AMOUNT 15.00 Recording Area Name and Return Address Mr. John E. Rupke SCHMIDT & RUPKE, S.C. 17100 W. North Avenue Brookfield, WI 53005-4436
-----------------	---	---

REEL
5445

IMAGE
2644

15

3

**AMENDMENT NO. 1
TO
DECLARATION
OF
WATER STREET LOFTS CONDOMINIUM**

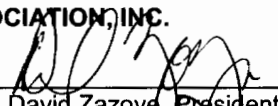
This is Amendment No. 1 to the Declaration of Water Street Lofts Condominium, which was recorded on August 15, 2002 in the office of the Register of Deeds for Milwaukee County as Document No. 8331075 (the "**Declaration**"). The Water Street Lofts Condominium Association, Inc. (the "**Association**") and Water Street Development Corp., in executing this Amendment, both certify that the at least two-thirds of the Unit Owners consented in writing to this Amendment and further certify that all of the mortgagees of the Units owned by such Unit Owners also consented to this Amendment.

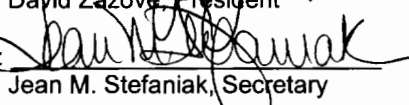
The Declaration is hereby amended as follows:

The reference in EXHIBIT C to the Declaration (PERCENTAGE OWNERSHIP OF COMMON ELEMENTS) to Residential Unit No. 305 is corrected to read 304 and the reference in EXHIBIT C to the Declaration (PERCENTAGE OWNERSHIP OF COMMON ELEMENTS) to Residential Unit No. 405 is corrected to read 404.

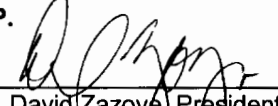
Executed October 25, 2002.

**WATER STREET LOFTS CONDOMINIUM
ASSOCIATION, INC.**

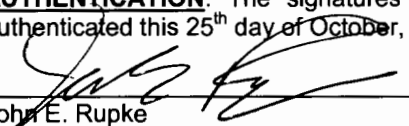
By: 
David Zazove, President

Attest: 
Jean M. Stefaniak, Secretary

**WATER STREET DEVELOPMENT
CORP.**

By: 
David Zazove, President

AUTHENTICATION: The signatures of David Zazove and Jean M. Stefaniak are authenticated this 25th day of October, 2002.


John E. Rupke
Member, State Bar of Wisconsin

This Document was Drafted By
and Should be Returned To:

John E. Rupke
SCHMIDT & RUPKE, S.C.
17100 W. North Avenue
Brookfield, WI 53005-4436
(262) 814-0080

FILE 5445
IMAGE 2645

EXHIBIT A

LEGAL DESCRIPTION OF
WATER STREET LOFTS CONDOMINIUM PROPERTY

PARCEL 1 OF CERTIFIED SURVEY MAP 7125 RECORDED AS DOCUMENT NUMBER 8327841 BEING PART OF THE NORTHWEST 1/4 OF SECTION 33 AND THE NORTHEAST 1/4 OF SECTION 32, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

ALSO LOTS 5 AND 6 IN BLOCK 8 IN WALKERS POINT BEING PART OF THE NORTHEAST 1/4 OF SECTION 32, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

TOGETHER WITH RIGHTS GRANTED BY THE CITY OF MILWAUKEE FOR LANDS BELOW STREET LEVEL IMPROVEMENTS PRESENTLY OCCUPIED WITHIN SOUTH WATER STREET.

REEL

5445

IMAGE

2646



**AMENDMENT NO. 2 TO
DECLARATION OF WATER
STREET LOFTS
CONDOMINIUM**

DOC.# 09300438

REGISTER'S OFFICE | SS
Milwaukee County, WI

Document Number

Document Title

RECORDED 09/12/2006 01:42PM

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT: 37.00

Recording Area

Name and Return Address

Schmidt Rupke Tess-Mattner &
Fox, S.C.
17100 W. North Ave.
Brookfield, WI 53005

428-0201-6

Parcel Identification Number (PIN)

THIS PAGE IS PART OF THIS LEGAL DOCUMENT-DO NOT REMOVE

This information must be completed by submitter document title, name & 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. Wisconsin Statutes, §9 517 WRDA 2/96

AMENDMENT NO. 2 TO DECLARATION OF WATER STREET LOFTS CONDOMINIUM

WHEREAS, Water Street Development Corp., a Wisconsin corporation (the "Declarant") declared and pursuant to the Wisconsin Condominium Ownership Act executed a Declaration of Condominium dated August 14, 2002 subjecting certain property located in Milwaukee County, Wisconsin to a condominium regime known as "Water Street Lofts Condominium" (the "Condominium") and caused the same to be recorded on August 15, 2002 in the Office of the Register of Deeds for Milwaukee County, Wisconsin at Reel 5392, Images 0962 - 0990, inclusive, as Document No. 8331075 (the "Declaration"); and,

WHEREAS, Declarant executed a Amendment No. 1 to Declaration of Water Street Lofts Condominium dated October 25, 2002 and caused the same to be recorded on October 30, 2002 in the Office of the Register of Deeds for Milwaukee County, Wisconsin at Reel 5445, Images 2644 - 2646, inclusive, as Document No. 8377003 (the "First Amendment"); and,

NOW, THEREFORE, pursuant to Section 1 of the Declaration and Section 703.26 of the Wisconsin Condominium Ownership Act (the "Act"), Declarant hereby amends the Declaration (the "Second Amendment") as follows:

1. Section 1.B. of the Restatement entitled "Expansion Property" is amended to provide that the Declaration submits those additional lands described in the attached Exhibit "A" and the improvements constructed on those lands to the condominium form of ownership in the manner provided by the Act and the Declaration. A true and correct copy of Water Street Lofts Condominium Plat-Addendum #1 is attached hereto as Exhibit "B".

2. Section 4 of the Declaration entitled "Description and Use of Buildings, Units and Common Elements" is amended to provide that the Water Street Lofts Condominium will contain a total of eighty three (83) Residential Units and one hundred sixteen (116) Parking Units.

3. Section 5 of the Declaration entitled "Percentage of Ownership in Common Elements" and Exhibit "C" to the Declaration are amended to provide that the percentage of undivided ownership interest of the Residential Units and Parking Units in the Common Elements for all purposes, including proportionate payment of common expenses, is as set forth in Exhibit "C" attached hereto.

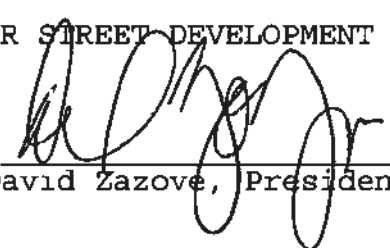
4. Each Residential Unit of the Condominium, including those Residential Units added by this Second Amendment, shall have

one (1) vote in the Association, as set forth in Section 6.B. of the Declaration.

5. Any capitalized terms undefined in this Second Amendment shall have the meanings ascribed to them in the Declaration.

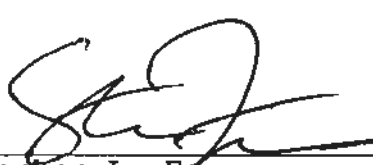
IN WITNESS WHEREOF, Declarant, by its President, David Zazove, has executed this Amendment at Brookfield, Wisconsin on the 7th day of September, 2006.

WATER STREET DEVELOPMENT CORP.

BY: 
David Zazove, President

AUTHENTICATION

Signature of David Zazove authenticated this 5th day of September, 2006.


Stephen L. Fox
TITLE: Member, State Bar of WI

This Document was Drafted By:
Stephen L. Fox
SCHMIDT RUPKE TESS-MATTNER & FOX, S.C.
17100 W. North Avenue
Brookfield, WI 53005-4436
(262) 814-0080

EXHIBIT A

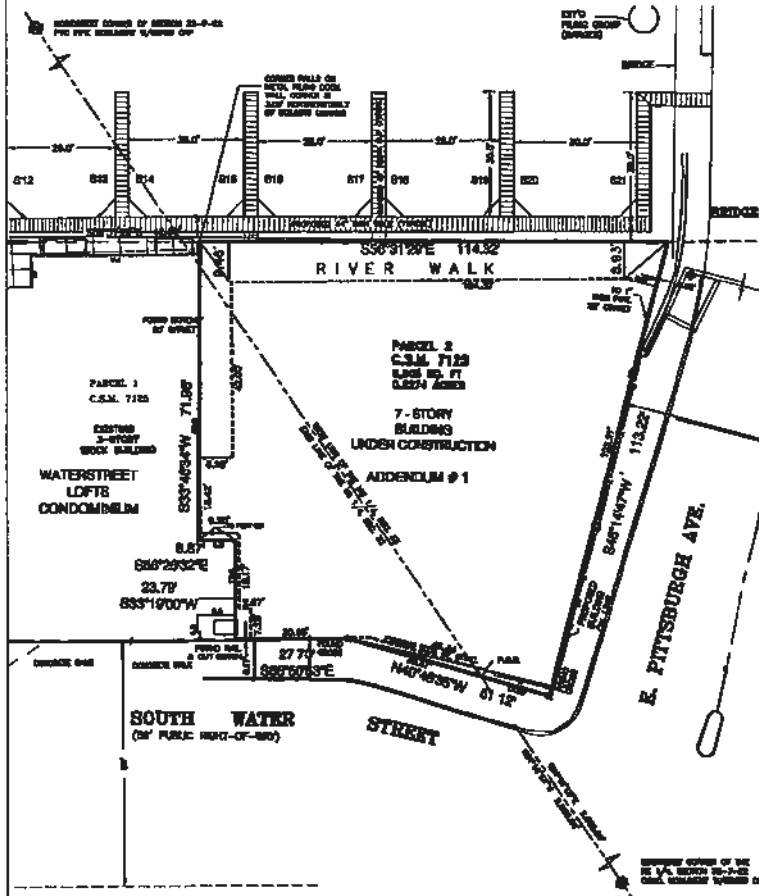
PARCEL 2 OF CERTIFIED SURVEY MAP 7125 AS DOCUMENT NUMBER 8327841 BEING PART OF THE NORTHWEST 1/4 OF SECTION 33 AND THE NORTHEAST 1/4 OF SECTION 32, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

TOGETHER WITH RIGHTS GRANTED BY THE CITY OF MILWAUKEE FOR LANDS BELOW STREET LEVEL IMPROVEMENTS PRESENTLY OCCUPIED WITHIN SOUTH WATER STREET

Exhibit B

WATER STREET LOFTS CONDOMINIUM - ADDENDUM # 1

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



SITUATED ON SOUTH WATER STREET, CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

ADDENDUM # 1 LEGAL DESCRIPTION

ALL OF PARCEL 2, CERTIFIED SURVEY MAP NO. 7125, RECORDED ON AUGUST 9, 2002, AS DOCUMENT NO. 8327841 BEING PART OF THE NORTHWEST 1/4 OF SECTION 33 AND THE NORTHEAST 1/4 OF SECTION 32, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

APRIL 18, 2006

WATER STREET DEVELOPMENT CORPORATION

SURVEY NO. 180876-CLM

CONDOMINIUM LEGAL DESCRIPTION

PARCEL 1 AND 2 OF CERTIFIED SURVEY MAP NO. 7125 RECORDED AS DOCUMENT NO. 8327841 BEING PART OF THE NORTHWEST 1/4 OF SECTION 33 AND THE NORTHEAST 1/4 OF SECTION 32, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN. ALSO LOTS 5 AND 6 IN BLOCK 8 IN WALKER'S POINT BEING PART OF THE NORTHEAST 1/4 OF SECTION 32, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

TOGETHER WITH RIGHTS GRANTED BY THE CITY OF MILWAUKEE FOR LANDS BELOW STREET LEVEL IMPROVEMENTS PRESENTLY OCCUPIED WITHIN SOUTH WATER STREET.

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.

LCE = LIMITED COMMON ELEMENT

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 WATER STREET LOFTS CONDOMINIUM - ADDENDUM #1 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 DIAGNOSTIC FLOOR PLANS OF THE CONDOMINIUM BUILDING(S) AND UNITS CONTAINED IN THE PLAT AND THE APPROXIMATE DIMENSIONS AND FLOOR AREAS THEREOF.

Donald C. Chaput
DONALD C. CHAPUT, SLS
5-1316
BROOKFIELD, WI
LAND SURVEYOR

Salvatore E. 1006
DATE

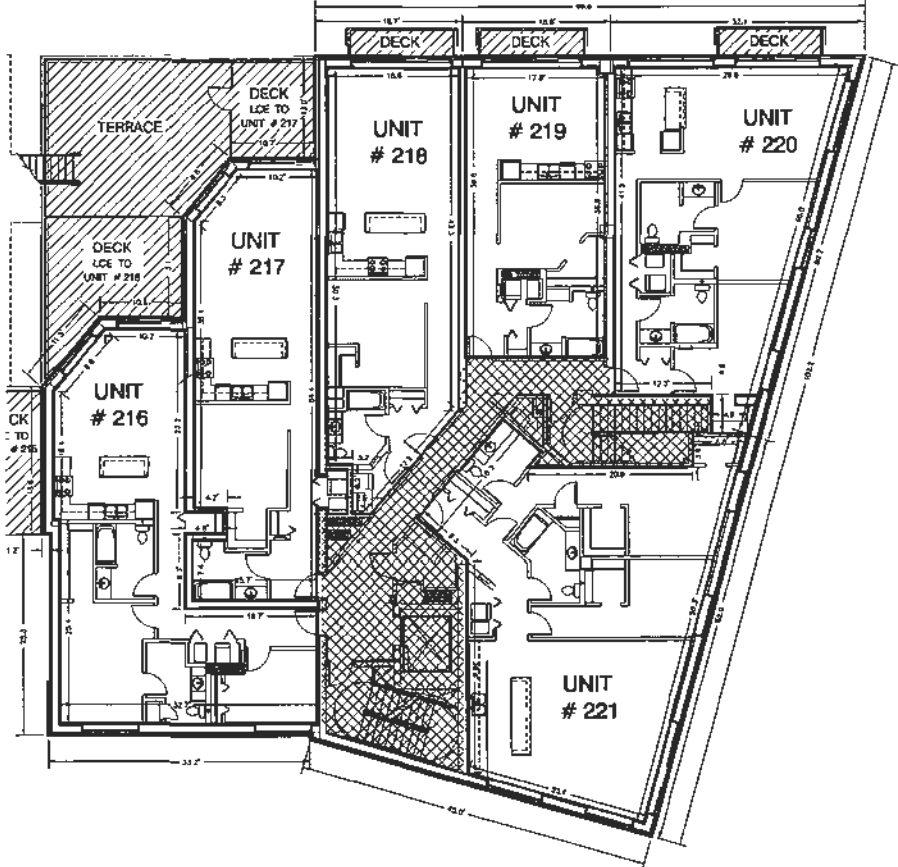
National Survey & Engineering
262-761-1800
Fax 262-777-7777
10745 W. International Road
Suite 200
Overland Park, WI 53067-0900
www.nsewi.com
CHAPUT/CHAPUT
RECESS 1 OF 9

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



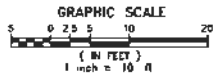
WATER STREET LOFTS CONDOMINIUM - ADDENDUM # 1

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



SECOND LEVEL

UNIT AREA TABLE	
UNIT #	UNIT AREA
216	1,218 SF
217	844 SF
218	963 SF
219	715 SF
220	1,165 SF
221	1,450 SF



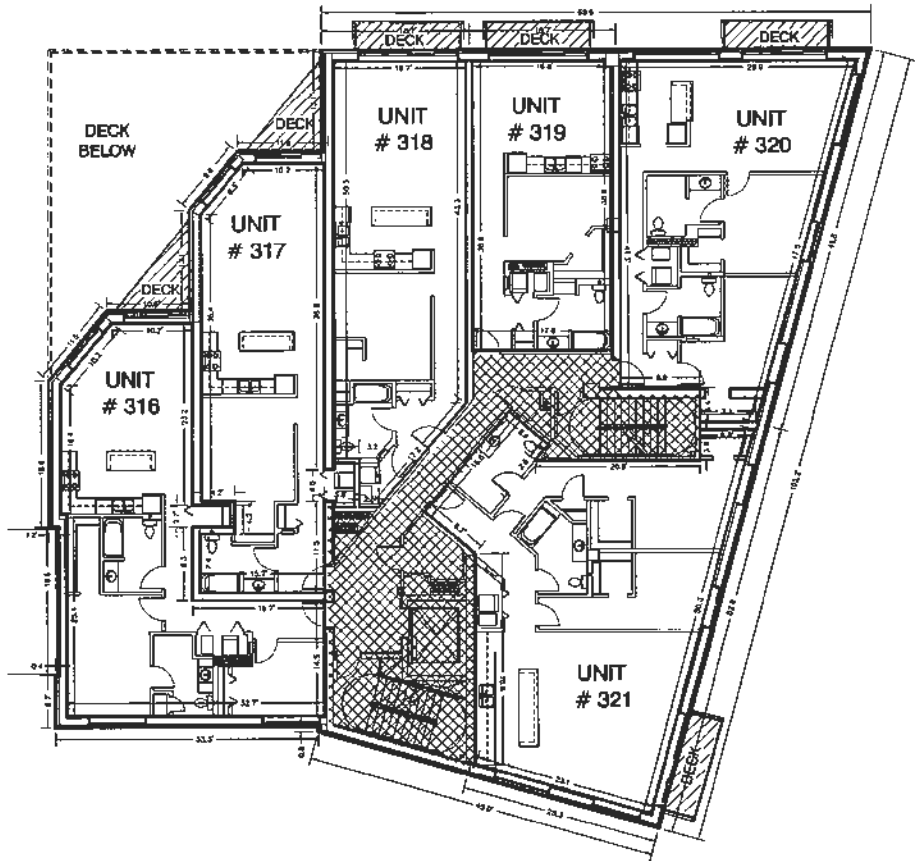
////// LIMITED COMMON ELEMENT
XXXXXX COMMON ELEMENT

**National
Survey &
Engineering**
a Division of E.A. Smith & Associates, Inc.

262-781-1000
Fax: 262-797-7373
16745 W. Silverwood Road
Suite 200
Brookfield, WI 53005-5938
www.nsewi.com
2011 Licensing
CNS-000000000000000000
SHEET 4 OF 9

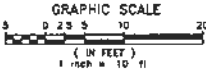
WATER STREET LOFTS CONDOMINIUM - ADDENDUM # 1

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



THIRD LEVEL

UNIT #	UNIT AREA
316	1,216 SF
317	844 SF
318	963 SF
319	715 SF
320	1,165 SF
321	1,450 SF

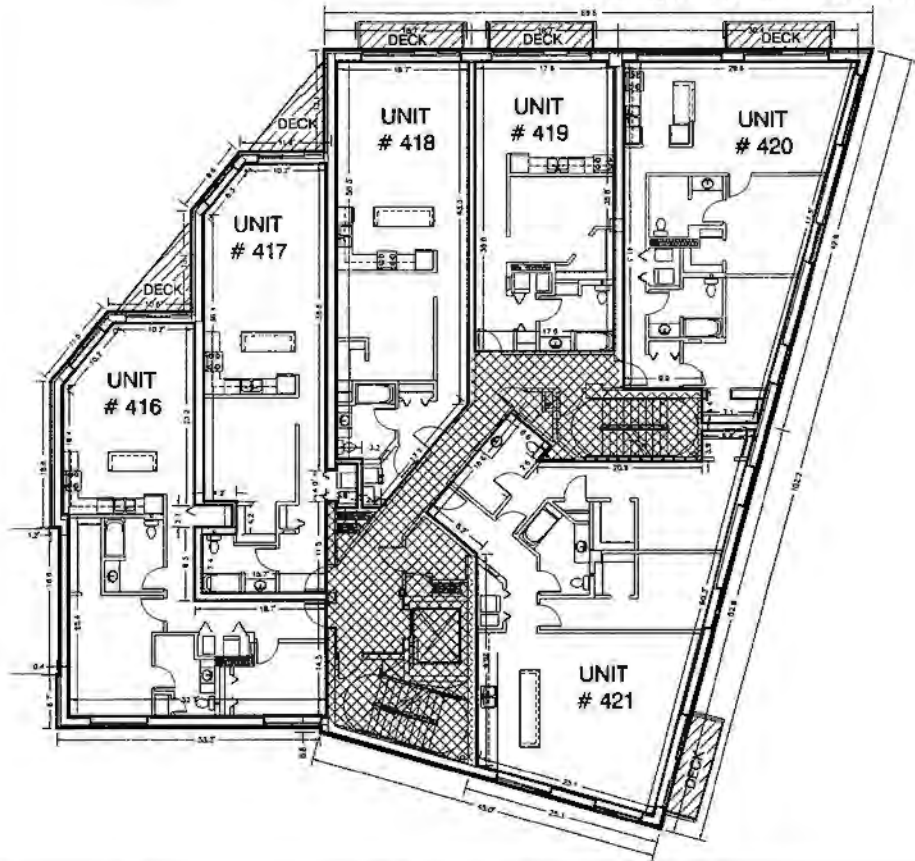


////// LIMITED COMMON ELEMENT
XXXXXX COMMON ELEMENT

National Survey & Engineering
252-781-1220
Fax 252-791-7373
16745 W. Riverwood Road
Suite 200
Bristol, WI 53508-5938
www.nse.com
SUBMITTING
CITY/STATE/COUNTY
SHEET 5 OF 9

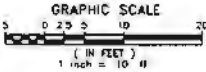
WATER STREET LOFTS CONDOMINIUM - ADDENDUM # 1

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



FOURTH LEVEL

UNIT AREA TABLE	
UNIT #	UNIT AREA
416	1,415 SF
417	944 SF
418	863 SF
419	715 SF
420	1,165 SF
421	1,430 SF

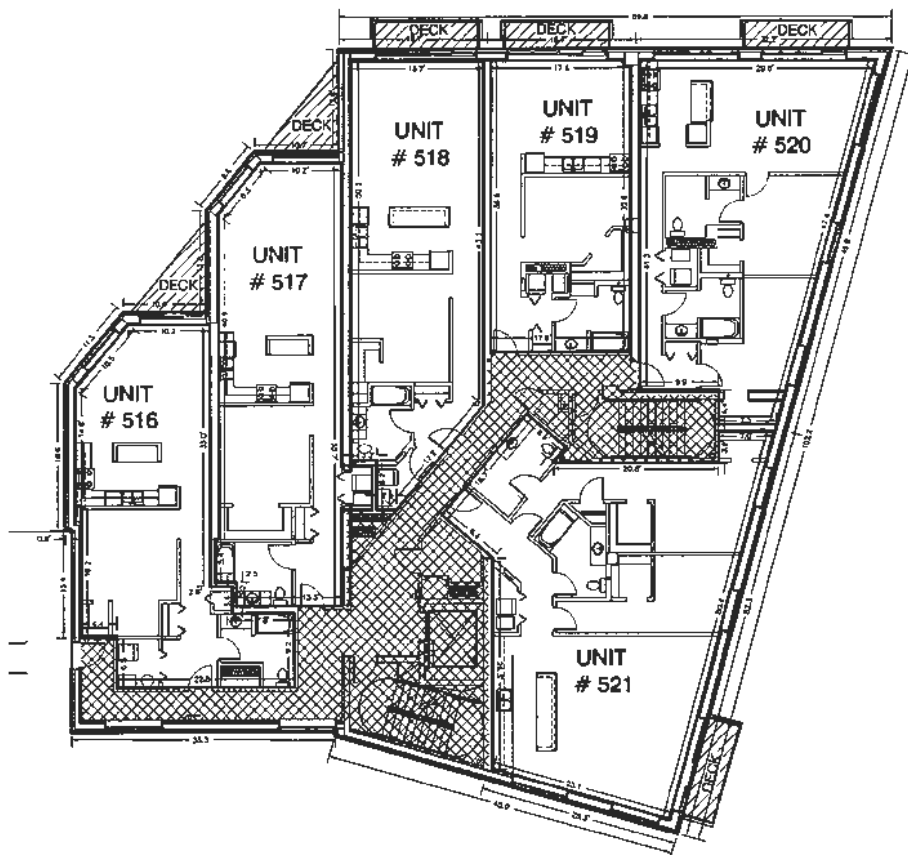


////// LIMITED COMMON ELEMENT
XXXXX COMMON ELEMENT

**National
Survey &
Engineering**
202 781-1000
Fax 202-797-7373
16745 W. Blomont Road
Suite 200
Brookfield, WI 53005-5938
WWW.NS&E.COM
3/11/2006
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SHEET 6 OF 9

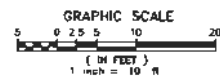
WATER STREET LOFTS CONDOMINIUM - ADDENDUM # 1

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



FIFTH LEVEL

UNIT #	UNIT AREA
516	821 SF
517	873 SF
518	853 SF
519	719 SF
520	1,165 SF
521	1,450 SF



////// UNITED COMMON ELEMENT

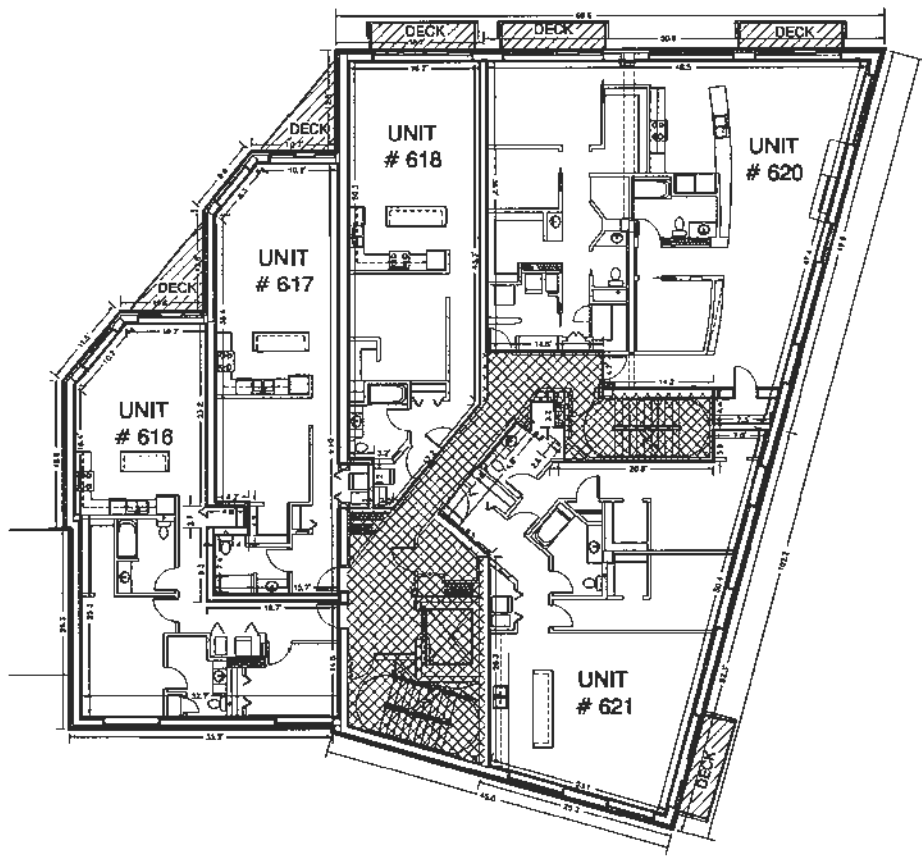
XXXXX COMMON ELEMENT

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

202-761-1000
Fax: 202-793-7373
16345 W. Bluemound Road
Suite 200
Brockfield, WI 53005-5918
www.nse.com
ISO 9001:2000
CERTIFIED FIRM

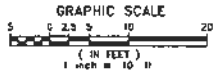
SHEET 7 OF 9

WATER STREET LOFTS CONDOMINIUM - ADDENDUM # 1
CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



SIXTH LEVEL

UNIT AREA TABLE	
UNIT #	UNIT AREA
616	1,215 SF
617	944 SF
618	950 SF
620	1,881 SF
621	1,450 SF

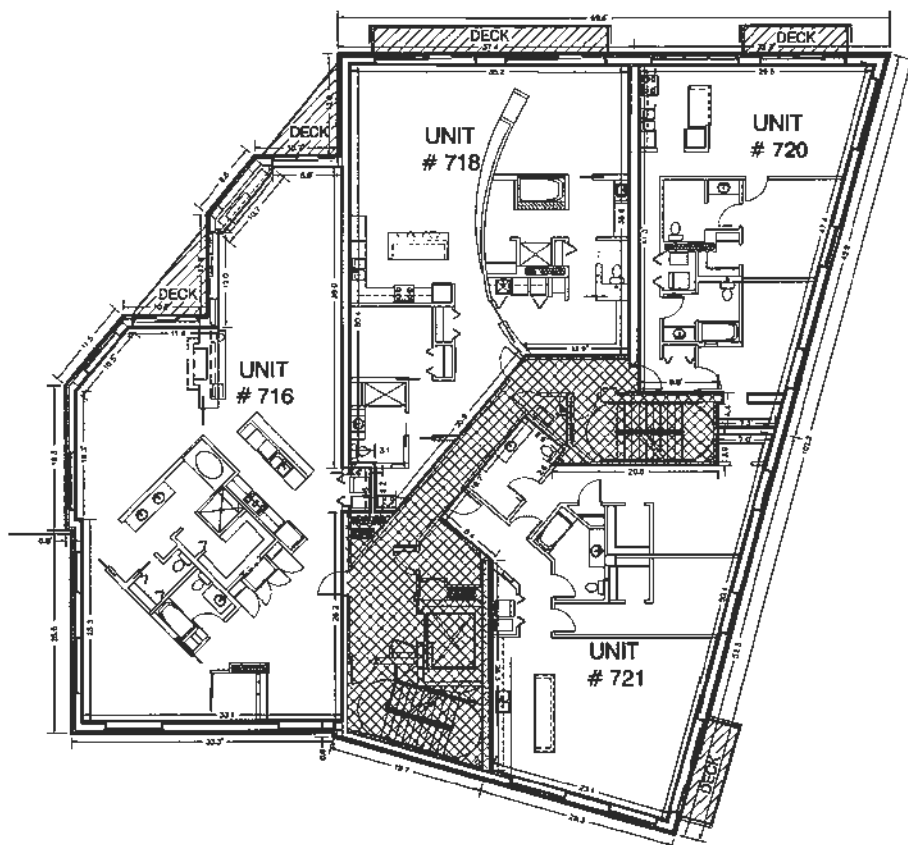


- ////// LIMITED COMMON ELEMENT
- XXXXX COMMON ELEMENT

National Survey & Engineering
262-781-1000
Fax 262-797-7373
16745 W. Bluemound Road
Suite 300
Jenoliteville, WI 53025-5938
www.nsewi.com
S:\11607009
071014-0101000
SECT 8 OF 9

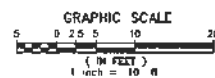
WATER STREET LOFTS CONDOMINIUM - ADDENDUM # 1

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



SEVENTH LEVEL

UNIT AREA TABLE	
UNIT #	UNIT AREA
716	2,182 SF
718	1,878 SF
720	1,174 SF
721	1,460 SF



LIMITED COMMON ELEMENT

COMMON ELEMENT

National Survey & Engineering
 202-781-1000
 Fax: 202-799-7573
 14745 W. Macmillan Road
 Suite 200
 Brookfield, WI 53005-9938
 WWW.NSENG.COM
 2001 RICH AVE.
 CHICAGO, IL 60646
 SHEET 9 OF 9

EXHIBIT C
Water Street Lofts
Percentage Ownership of Common Elements
Revised-Includes Phase II

Unit No	Approx SF	Percentage Ownership	Estimated Monthly Fee	Unit No	Approx SF	Percentage Ownership	Estimated Monthly Fee
101	991	1 03177%	\$161 94	401	1,471	1 53152%	\$240 38
102	937	0 97555%	\$153 12	402	945	0 98388%	\$154 42
103	933	0 97139%	\$152 46	403	1,433	1 49196%	\$234 17
104	896	0 93286%	\$146 42	404	1,370	1 42636%	\$223 87
105	888	0 92453%	\$145 11	406	939	0 97763%	\$153 44
106	865	0 90059%	\$141 35	407	935	0 97347%	\$152 79
107	867	0 90267%	\$141 68	408	1,024	1 06613%	\$167 33
108	1,237	1 28789%	\$202 14	409	2,037	2 12061%	\$332 87
109	1,204	1 25353%	\$196 75	216	1,215	1 26499%	\$198 54
110	827	0 86102%	\$135 14	217	944	0 98284%	\$154 26
110A	847	0 88185%	\$138 41	218	953	0 99221%	\$155 73
111	658	0 68507%	\$107 52	219	716	0 74546%	\$117 00
112	865	0 90059%	\$141 35	220	1,165	1 21293%	\$190 37
201	1,517	1 57941%	\$247 89	221	1,450	1 50966%	\$236 95
202	934	0 97243%	\$152 63	316	1,215	1 26499%	\$198 54
203	907	0 94432%	\$148 21	317	944	0 98284%	\$154 26
204	932	0 97034%	\$152 30	318	953	0 99221%	\$155 73
205	922	0 95993%	\$150 66	319	716	0 74546%	\$117 00
206	903	0 94015%	\$147 56	320	1,165	1 21293%	\$190 37
207	900	0 93703%	\$147 07	321	1,450	1 50966%	\$236 95
208	1,021	1 06301%	\$166 84	416	1,215	1 26499%	\$198 54
209	1,270	1 32225%	\$207 53	417	944	0 98284%	\$154 26
210	1,215	1 26499%	\$198 54	418	953	0 99221%	\$155 73
211	638	0 66425%	\$104 26	419	716	0 74546%	\$117 00
212	638	0 66425%	\$104 26	420	1,165	1 21293%	\$190 37
213	638	0 66425%	\$104 26	421	1,450	1 50966%	\$236 95
214	638	0 66425%	\$104 26	516	819	0 85270%	\$133 83
215	1,333	1 38784%	\$217 83	517	991	1 03177%	\$161 94
301	1,517	1 57941%	\$247 89	518	953	0 99221%	\$155 73
302	934	0 97243%	\$152 63	519	716	0 74546%	\$117 00
303	1,405	1 46280%	\$229 59	520	1,165	1 21293%	\$190 37
304	1,358	1 41387%	\$221 91	521	1,450	1 50966%	\$236 95
306	903	0 94015%	\$147 56	616	1,215	1 26499%	\$198 54
307	900	0 93703%	\$147 07	617	944	0 98284%	\$154 26
308	1,021	1 06301%	\$166 84	618	953	0 99221%	\$155 73
309	1,270	1 32225%	\$207 53	620	1,881	1 95839%	\$307 38
310	1,215	1 26499%	\$198 54	621	1,450	1 50966%	\$236 95
311	638	0 66425%	\$104 26	716	2,182	2 27177%	\$356 56
312	638	0 66425%	\$104 26	718	1,679	1 74808%	\$274 37
313	638	0 66425%	\$104 26	720	1,165	1 21293%	\$190 37
314	638	0 66425%	\$104 26	721	1,450	1 50966%	\$236 95
315	1,333	1 38784%	\$217 83		48,496		
40,829		Residential Totals		89,325		93.00000%	\$14,596.66
Outdoor Parking							
29 Spaces				each		0 01724%	\$2 71
Total						0 50000%	\$78 48
Indoor Parking							
87 Spaces				each		0 07471%	\$11 73
Total						6 50000%	\$1,020 28
Parking Totals						7.00000%	\$1,098.76
Grand Totals						100.00000%	\$15,695.42

OK

RECEIVED

AUG 14 2002

WISCONSIN
DFI

**ARTICLES OF INCORPORATION
(Nonstock Corporation)**

Executed by the undersigned for the purpose of forming a Wisconsin corporation under Chapter 181 of the Wisconsin Statutes, WITHOUT CAPITAL STOCK AND NOT FOR PROFIT:

Article 1. Name

The name of the Corporation shall be WATER STREET LOFTS CONDOMINIUM OWNERS' ASSOCIATION, INC.

Article 2. Period of Existence

The period of existence shall be perpetual.

Article 3. Purposes

The purposes for which this Corporation is organized are as follows:

A. To serve as an association of Unit Owners who own real estate and improvements under the condominium form of use and ownership (such real estate and improvements referred to as "condominium property"), as provided in the Condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Condominium Declaration for WATER STREET LOFTS CONDOMINIUM, as recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin (referred to as "Declaration");

B. To serve as a means through which the Unit Owners may administer, manage, operate and control the condominium property in accordance with the Condominium Ownership Act and the Declaration; and

C. To engage in any lawful activity authorized by Chapter 181 of the Wisconsin Statutes, subject to the Condominium Ownership Act and the Declaration.

Article 4. Principal Office

The location of the initial principal office of the Corporation shall be in Milwaukee County at 200 S. Water Street, Milwaukee, Wisconsin 53204.

Article 5. Registered Agent

The name of the initial registered agent is David Zazova.

W043839

Article 6. Address of Registered Agent

The address of the registered agent is 200 S. Water Street, Milwaukee, Wisconsin 53204.

Article 7. Amendment

These Articles may be amended in the manner authorized by law at the time of amendment.

Article 8. Directors

The number of directors of the Corporation shall be three (3). The manner in which directors shall be elected, appointed or removed shall be provided by the By-Laws.

Article 9. Names and Addresses of Initial Directors

The initial directors of the Corporation are David Zazove, 200 S. Water Street, Milwaukee, Wisconsin 53204, Jean M. Stefanlak, 200 S. Water Street, Milwaukee, Wisconsin 53204, and Bradley T. Barbor, 223 Aqua View, Cedarbury, WI 53012.

Article 10. Members

There shall be one class of voting members. The rights and qualifications of such members are set forth in the Declaration and the By-Laws of the Corporation.

Article 11. Powers

The Corporation shall have all of the powers of a nonstock corporation as presently enumerated in the Wisconsin Nonstock Corporation Laws, Chapter 181 of the Wisconsin Statutes, and all powers of an association, absolute and conditional, as presently enumerated in the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes, and as these statutes may be later amended, in each case to the extent such powers are not inconsistent with the Declaration and the By-Laws of the Corporation.

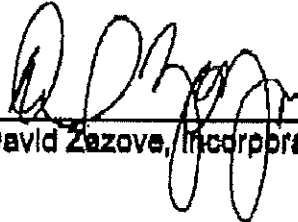
Article 12. Not For Profit

The Corporation shall not have or issue shares of stock. No dividend shall ever be paid and no part of the net earnings, assets or surplus of the Corporation shall inure to the benefit of or be distributed to its members, directors, officers or any other private individual other than by a rebate of excess membership dues, fees or assessments. The Corporation may pay compensation in reasonable amounts to employees, members, directors or officers for services rendered and may confer benefits upon its members in conformity with its purposes and to the extent not prohibited in its By-Laws.

Article 13. Incorporator

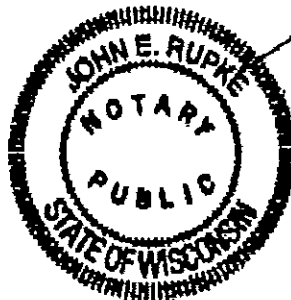
The name and address of the incorporator of this Corporation is David Zazove, whose address is 200 S. Water Street, Milwaukee, Wisconsin 53204.

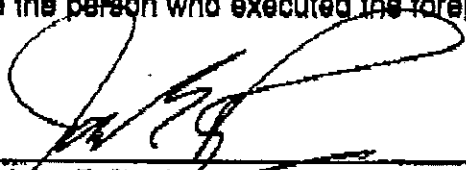
Executed in duplicate this 14th day of August, 2002


David Zazove, Incorporator

STATE OF WISCONSIN)
(S
WAUKESHA COUNTY)

Personally came before me this 14th day of August, 2002, the above-named incorporator, David Zazove, to me known to be the person who executed the foregoing instrument and acknowledged the same.

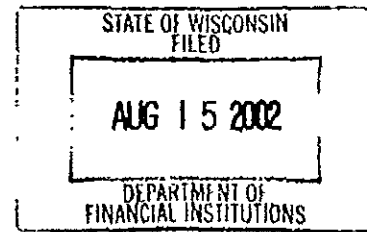



John E. Rupke
Notary Public, State of WI
My Commission is permanent.

This instrument was drafted by :
John E. Rupke
SCHMIDT & RUPKE, S.C.
17100 W. North Avenue
Brookfield, WI 53005-4436
(262) 814-0080

**ARTICLES OF INCORPORATION
CHAPTER 181**

\$ 35.00 x \$ 25.00
Exp



8/15/02
003177
\$ 60.00

ARTICLES OF INCORPORATION FOR
WATER STREET LOFTS CONDOMINIUM ASSOCIATION, INC.

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RECEIVED - DEPT OF
FINANCIAL INSTITUTIONS
STATE OF WISCONSIN
Sec. 181.1005
Wis. Stats.
2002 AUG 30 AM 8:00

State of Wisconsin
Department of Financial Institutions

06 2043839
Imaged

ARTICLES OF AMENDMENT - NONSTOCK CORPORATION

A. The present corporate name (prior to any change effected by this amendment) is:

WATER STREET LOFTS CONDOMINIUM OWNERS' ASSOCIATION, INC.

Text of Amendment (*Refer to the existing articles of incorporation and the instructions on the reverse of this form. Determine those items to be changed and set forth the number identifying the paragraph being changed and how the amended paragraph is to read.*)

RESOLVED, THAT the articles of incorporation be amended as follows:

Article 1. is hereby amended as follows: "The name of the Corporation shall be WATER STREET LOFTS CONDOMINIUM ASSOCIATION, INC." 

AUG 30 01:07AM

#. #

150248 ICORP 25

25.00

B. Amendment(s) adopted on August 16, 2002

(Indicate the method of adoption by checking (X) the appropriate choice below.)

- (☒) In accordance with sec. 181.1002, Wis. Stats. (By the Board of Directors)
OR
(☐) In accordance with sec. 181.1003, Wis. Stats. (By Members)
OR
(☐) In accordance with sec. 181.1004, Wis. Stats. (By Members voting by Class)

C. Approval by 3rd Person (Contingency Statement)

(☐) Written approval for amending the articles of incorporation was obtained from the person whose approval is required by a provision of the articles of incorporation authorized under sec. 181.1030.

D. Executed on August 22, 2002
(Date)

Title: (☒) President (☐) Secretary
or other officer title _____


(Signature)
David Zazove
(Printed name)

This document was drafted by John E. Rupke
(Name the individual who drafted the document)

FILING FEE - \$25.00 SEE instructions, suggestions and procedures on following page

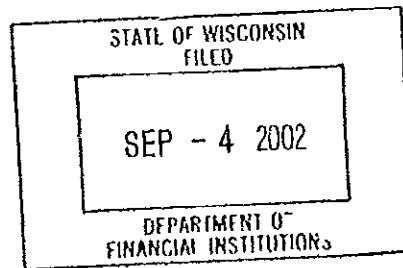
DFI/CCS/104(R5/99)

1 of 2

ARTICLES OF AMENDMENT (Ch. 181, Nonstock)

Mr. John E. Rupke

Mr. John E. Rupke
Schmidt & Rupke, S.C.
17100 W. North Avenue
Brookfield, WI 53005-4436



2528

▲ Your return address and phone number during the day: (262) 814 - 0080

INSTRUCTIONS (Ref. sec. 181.1005 Wis. Stats. for document content)

Submit one original and one exact copy to Dept. of Financial Institutions, P O Box 7846, Madison WI, 53707-7846, together with a **FILING FEE** of \$25.00, payable to the department. (If sent by Express or Priority U.S. mail, address to 345 W. Washington Ave., 3rd Floor, Madison WI, 53703). This document can be made available in alternate formats upon request to qualifying individuals with disabilities. The original must include an original manual signature, per sec. 181.0120(2), Wis. Stats. If you have any questions, please contact the Division of Corporate & Consumer Services at 608-261-7577. Hearing-impaired may call 608-266-8818 for TDY.

- A. Enter the name of the corporation (before any change effected by this amendment) and the text of the amendment(s). The text should recite the resolution adopted (e.g., "Resolved, that Article 1 of the articles of incorporation be amended to read: (set forth the amended article).
- B. Enter the date of adoption of the amendment(s). If there is more than one amendment, identify the date of adoption of each. Mark (X) one of the three choices to indicate the method of adoption of the amendment(s).

By Board of Directors – Refer to sec. 181.1002 for specific information on the character of amendments that may be adopted by the Board of Directors without the approval of members with voting rights.

By Members – Adoption by members requires 2/3rd of votes cast or a majority of the voting power, whichever is less, except as conditioned by the articles of incorporation, bylaws, ss. 181.1002(1), 181.1030 or other provisions of Ch. 181, Wis. Stats.

By Members thru Class Voting – Refer to sec. 181.1004 for specific information on class voting by members.

Approval by Other Person – Amendment of the articles of incorporation may require the approval of a person other than the board or members, if so specified in the articles of incorporation under sec. 181.1030.

- C. Enter the date of execution and the name and title of the person signing the document. The document must be signed by one of the following: An officer of the corporation (or incorporator if directors have not been elected), or a court-appointed receiver, trustee or fiduciary. A director is **not** empowered to sign.
- D. If the document is executed in Wisconsin, sec. 182.01(3) provides that it shall not be filed unless the name of the person (individual) who drafted it is printed, typewritten or stamped thereon in a legible manner. If the document is not executed in Wisconsin, enter that remark.

BY-LAWS OF
WATER STREET LOFTS CONDOMINIUM ASSOCIATION, INC.

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BY-LAWS OF
WATER STREET LOFTS CONDOMINIUM ASSOCIATION, INC.

(a nonstock, not for profit corporation)

ARTICLE I
Introduction

A. Adoption. These By-Laws are adopted as the By-Laws of the Water Street
Lofts Condominium Association, Inc.

B. Applicability. These By-Laws, together with the Articles of Incorporation of the Association, the Declaration for Water Street Lofts Condominium ("Declaration"), and the Wisconsin Condominium Ownership Act ("Act"), Chapter 703 of the Wisconsin Statutes as the same may be amended, renumbered or renamed from time to time, shall be applicable to and govern and control the property which is part of Water Street Lofts Condominium ("**Condominium**") and all present and future Unit Owners, mortgagees, lessees, and occupants of Units and their successors and/or assigns and any other persons who may use the facilities of Condominium. The acceptance of a deed of conveyance or a mortgage or the entering into a land contract or lease or the act of occupancy of a Unit shall constitute an agreement that the provisions of the Declaration, the Articles of Incorporation, these By-Laws and any Rules and Regulations, and as they may be amended from time to time, are accepted, ratified, and that they will comply with them.

These By-Laws shall be deemed covenants running with the land and shall be binding on the Unit Owners, their heirs, administrators, personal representatives, successors and assigns.

ARTICLE II
Name, Address and Purpose

The name of the Corporation is Water Street Lofts Condominium Association, Inc., a Wisconsin nonstock, not for profit corporation ("**Association**"). The initial principal office of the Association shall be 200 S. Water Street, Milwaukee, Wisconsin 53204. The Association may have offices at such other places as the Board of Directors ("**Board**") of the Association may from time to time determine. The purpose of the Association is to govern the affairs of the Condominium as provided in the Act, subject to the terms and conditions of the Declaration for Water Street Lofts Condominium.

ARTICLE III Definitions

The terms used in these By-Laws shall have the same meaning as set forth in the Declaration, unless the context otherwise requires.

ARTICLE IV Members, Voting and Meetings

A. Membership and Voting Rights.

1. Membership. Each Unit Owner upon acquiring title to a Unit under terms of the Declaration shall automatically become a member of the Association and shall remain a member of the Association until such time as the ownership of such Unit ceases for any reason, at which time the membership in the Association shall automatically cease. Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon conveyance of that Unit. Membership in the Association may not be transferred, except in connection with the transfer of a Unit. Upon transfer of a Unit, the Association shall, as soon as possible thereafter, be given written notice of such transfer, including the name and current mailing address of the new Unit Owner, identification of the Unit, date of transfer, name of the person designated to vote, and any other information about the transfer which the Association may deem pertinent, and the Association shall make appropriate changes to the Membership Roster effective as of the date of transfer.

2. Voting Rights. There shall be one (1) vote in the Association for each Residential Unit owned by a member, including Residential Units owned by Declarant. If more than one (1) person holds title to a Residential Unit, the membership related to that Residential Unit shall be shared by such persons in the same proportionate interests and by the same type of tenancy in which the title to the Residential Unit is held; however, such persons shall designate one (1) person ("**Designated Voter**") to cast the vote appurtenant to that Residential Unit. Voting rights may not be split, and shared membership interests must be voted by the Designated Voter for the Residential Unit. A Parking Unit Owner who does not also own a Residential Unit shall not have any voting rights in the Association.

3. Membership Roster. Every Unit Owner shall furnish the Association with the name(s) of the Unit Owner and a current mailing address, the Unit number and the name of the Designated Voter for the Unit. No vote may be cast at meetings of the Association for any Residential Unit until such information is furnished by the Residential Unit Owner. The Association shall maintain a current Membership Roster showing the Unit Owner of each Unit, the Unit Owner's mailing address, and the Designated Voter where applicable. In the event a Unit Owner changes the Unit Owner's mailing address, the Unit Owner shall notify the Association in writing of such change. A Designated Voter may be changed by written notice delivered to the Secretary of the Association. Said written notice must be signed by a majority of the persons having ownership interest in the Residential Unit. In the event the Association files a Statement of Condominium Lien on a Unit for,

failure to pay assessments or other expenses, the Unit Owner, and their Designated Voter if applicable, shall be prohibited from voting at any membership meeting unless and until the amount necessary to release that lien has been paid at the time of the membership meeting.

B. Quorum and Proxies for Members' Meetings. A quorum for members' meetings shall exist if more than fifty percent (50%) of the Residential Units are represented at the meeting, in person or by proxy. Votes may be cast in person or by proxy in accordance with designations in the Membership Roster. Except as otherwise provided herein, the act of a majority of votes present in person or by proxy at any meeting at which a quorum is present shall be an act of the members. Proxies shall be valid only for a maximum period of one hundred eighty (180) days following issuance of same, unless sooner revoked, and must be filed with the Association at least twenty-four (24) hours before the appointed time of the meeting. If any meeting of members cannot be organized because a quorum is not present, a majority of the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed.

C. Time, Place, Notice, and Calling of Members' Meetings. Written notices of all meetings, annual and special, stating the time and place within the State of Wisconsin, and the purpose for which the meeting is called shall be given by the President or Secretary of the Association (unless waived in writing by all members) to each member at the member's address as it appears on the Membership Roster of the Association and shall be mailed or personally delivered not less than ten (10) days prior to the date of the meeting. Notice of meetings may be waived before or after meetings. Meetings shall be held at such time and place as may be designated by the Board of Directors, within the State of Wisconsin.

D. Annual and Special Meetings. The annual meeting shall be held on the third (3rd) Tuesday of January each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members. Special meetings of the members shall be held whenever called by the President or any two (2) members of the Board of Directors and must be called by such officer upon receipt of a written request signed by members with one-third (1/3) or more of all votes entitled to be cast. No business shall be transacted at a special meeting except as stated in the notice unless consented to by four-fifths (4/5) of the members present at such meeting, either in person or by proxy.

E. Method of Conducting Meetings. All membership meetings will be conducted in accordance with the then current edition of Robert's Rules of Order. The President shall preside at all membership meetings and the Secretary shall record the resolutions passed at such meetings. Two (2) non-board members appointed by the President shall count the votes at membership meetings. The order of business at all meetings of the Association shall be as follows:

1. Roll call.

2. Proof of notice of meeting or waiver of notice.
3. Reading of minutes of preceding meeting.
4. Reports of officers.
5. Reports of committees.
6. Election of directors (when applicable).
7. Unfinished business.
8. New Business (Annual meetings only; unless consented to at Special meeting).

ARTICLE V

Board of Directors

A. Initial Board of Directors. The initial Board of Directors shall consist of three (3) persons, appointed by Declarant from time to time, who need not be members of the Association, to serve until control of the Association passes to the Unit Owners pursuant to the terms of the Declaration and these By-Laws.

B. Unit Owners Interim Election of Directors. Notwithstanding the foregoing, prior to the conveyance of 25% of the Common Elements by the Declarant to purchasers, a special meeting of the Association shall be called, at which time Residential Unit Owners other than Declarant shall elect at least 25% of the Board of Directors, and prior to the conveyance of 50% of the Common Elements by the Declarant to purchasers, an Association meeting shall be held and the Residential Unit Owners other than Declarant shall elect at least 33-1/3% of the Board of Directors.

C. Number and Qualifications of Directors. After control of the Association passes to the Unit Owners pursuant to the terms of the Declaration, the Board of Directors shall consist of three (3) persons, to be classified with respect to the terms for which they severally hold office as set forth in paragraph E below. Each Director shall be a member of the Association; or, in the event that such member of the Association is not a natural person, the appointee of such member of the Association. Not more than one of the Directors may be a non- Residential Unit Owner.

D. Powers and Duties of the Board of Directors. The affairs of the Association, including management and operation of the Condominium property, shall be governed by the Board of Directors. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised in accordance with the provisions of the Declaration, the Articles of Incorporation and these By-Laws. The Board of Directors may, to the extent it deems advisable, contract for management services or a managing agent with respect to the administration and operation of the Condominium. However, any such contract shall include a provision that the contract may be terminated by the Association, without penalty, upon sixty (60) days prior written notice at any time after the Declarant's right to control the Association terminates as provided in Article VII of these By-Laws. The Board of Directors may hire such other personnel as it shall determine for the proper operation of the Condominium. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, the Articles of Incorporation and these By-Laws.

The Board of Directors may borrow money for and on behalf of the Association as it deems advisable and necessary for the operation of the Association and may pledge, mortgage or grant security interests in the assets of the Association or Condominium; provided, however, that the Board of Directors may not borrow, and may not pledge, mortgage or grant a security interest in the Common Elements or Limited Common Elements without the prior approval of a majority of the members of the Association given at a regular or special meeting of the members. The Board of Directors may acquire and convey property, both real and personal, tangible and intangible, of any kind or nature for and on behalf of the Association as it deems advisable and necessary for the operation of the Association. All such property shall be titled in the name of the Association. The Board of Directors may not acquire or convey property with a cost of more than One Thousand Dollars (\$1,000.00) without the prior approval of a majority of the members of the Association given at a regular or special meeting of the members.

E. Election and Terms of Directors. Not later than forty-five (45) days after Declarant relinquishes control of the Association, the members shall hold a meeting and elect three (3) directors to hold office until the next annual meeting of the members of the Association. At the first annual meeting of the Association after control passes to the Unit Owners, the members shall elect three (3) directors to be classified with respect to the terms for which they hold office as follows:

One (1) director whose terms will expire after one (1) year (at the next future annual meeting of the Association).

One (1) director whose term will expire after two (2) years (at the second future annual meeting of the Association).

One (1) director whose term will expire after three (3) years (at the third future annual meeting of the Association).

The successors to the directors whose terms expire as set forth shall be elected to hold office for a term of three (3) years or until their successors are duly elected and qualified or until any of said directors shall have been removed in the manner hereinafter provided, so that the term of one director shall expire in each year.

F. Vacancies on Board. Vacancies on the Board of Directors caused by any reason other than removal of a director by a vote of the members shall be filled by a vote of the majority of the remaining directors, even though they may constitute less than a quorum. Each person so elected shall be a director until a successor is elected at the next annual meeting of the members at which that class of directors is to be elected.

G. Removal of Directors. At any regular or special meeting duly called, any one or more of the directors may be removed with or without cause by a majority of the votes of the members present or represented at such meeting providing a quorum is in

attendance, and a successor may then and there be elected to fill the vacancy thus created.

H. Initial Directors Meeting. The first meeting of a Board, after one or more Directors have been newly elected, shall be held within ten (10) days of such election at such place as shall be fixed by the Directors at the meeting at which such Directors were newly elected. No notice shall be necessary to the newly elected Directors in order to legally constitute such meeting, providing a majority of the whole Board shall be present.

I. Regular Meetings and Notice. A regular annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members. Notice of the regular annual meeting of the Board of Directors shall not be required.

J. Special Meetings and Notice. Special meetings of the Board of Directors may be called by the President or by two (2) directors on three (3) days prior written notice to each director, given personally or by regular mail, which notice shall state the time, place and purpose of the meeting.

K. Waiver of Notice. Before, at or after any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver by such director of notice of the time and place thereof. If all of the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

L. Quorum of Directors - Adjournments. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business and the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time without further notice. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

M. Liability of Directors. No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by him or her as a director of the Association, if such person (a) exercised and used the same degree of care and skill as a prudent person would have exercised or used under the circumstances in the conduct of his or her own affairs or, (b) took or omitted to take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by an officer or employees of the Association which he or she had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he or she may be entitled as a matter of law. The Board of Directors may provide directors' liability insurance in such amounts and with

such coverage as may be determined by the Board of Directors to be necessary or advisable from time to time.

N. Compensation. No director of the Association shall receive any fee or other compensation for services to the Association except by specific resolution of the membership.

ARTICLE VI Officers

A. Designation, Election and Removal. The principal officers of the Association shall be a President, Vice-President, Secretary and Treasurer, to be elected annually by the Board of Directors. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his or her successor shall be elected at the regular meeting of the Board of Directors, or at any special meeting called for that purpose. Any two or more offices, except a combination of the offices of President and Secretary and a combination of the offices of President and Vice-President, may be held by the same person.

B. President. The President shall be selected from among the members of the Board of Directors and shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Board of Directors. He or she shall have all the general powers and duties which are usually vested in the office of the President, including, but not limited to, the power to sign, together with any other officer designated by the Board, any contracts, checks, drafts or other instruments on behalf of the Association in accordance with the provisions herein. The President shall also perform such duties and have such authority as are delegated by the Board of Directors.

C. Vice-President. The Vice-President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act. If both the President and the Vice-President are unable to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him or her by the Board of Directors.

D. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association; keep and maintain the Membership Roster; have charge of the Association's books and records; and shall, in general, perform all duties incident to the office of the Secretary.

E. Treasurer. The Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. He or she shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also be responsible

for the billing and collection of all common and special charges and assessments made by the Association.

F. Liability of Officers. No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by him or her as an officer of the Association, if such person (a) exercised and used the same degree of care and skill as a prudent person would have exercised or used under the circumstances in the conduct of his or her own affairs or, (b) took or omitted to take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by an officer or employees of the Association which he or she had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he or she may be entitled as a matter of law. The Board of Directors may provide officers' liability insurance in such amounts and with such coverage as may be determined by the Board of Directors to be necessary or advisable from time to time.

G. Compensation. No officer of the Association shall receive any fee or other compensation for services to the Association except by specific resolution of the membership.

ARTICLE VII Declarant Control

Notwithstanding any other provisions contained in these By-Laws, Declarant, its successors and assigns, shall have the right to appoint and remove the members of the Board of Directors and the officers of the Association and to amend the By-Laws or rules and regulations of the Association until the earlier of: (a) three (3) years from the date of the first conveyance of a Unit by Declarant to any person other than Declarant; (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Elements to purchasers by Declarant; or, (c) such earlier time as may be determined by Declarant, subject in each case to the provisions of the Act. Each owner of a Unit in the Condominium shall be deemed, by acceptance of the deed to a Unit, to agree, approve and consent to the rights of Declarant to so control the Association.

ARTICLE VIII Operations of the Property

A. The Association. The Association, acting through the Board of Directors, shall be responsible for administration, maintenance, management and operation of the Condominium property, in accordance with the Act, the Declaration, the Articles of Incorporation and these By-Laws.

B. Rules and Regulations. The Association, through the Board of Directors, may from time to time adopt rules and regulations governing the operation, maintenance and use of the Units and the Common Elements and facilities by the Unit Owners and occupants. Such Rules and Regulations of the Association shall be consistent with the terms of the Declaration or the contracts, documents and easements

referred to in the Declaration and shall be designed to prevent unreasonable interference with the use of the respective Units and the Common Elements and facilities by persons entitled thereto. The Association members, their lessees or guests, and any occupants of the Units shall conform to and abide by all such Rules and Regulations. A violation of any such Rules or Regulations shall constitute a violation of the Declaration and these By-Laws. The Rules and Regulations may be adopted, altered and amended or repealed by either the members of the Association or the Board of Directors, in each case by an affirmative vote of sixty-seven percent (67%) or more of the votes present or represented at a meeting at which a quorum is in attendance, provided that no rule or regulation adopted by the members shall be amended or repealed by the Board of Directors if the rule or regulation so adopted so provides. The Association through its Board of Directors shall designate such means of enforcement as it deems necessary and appropriate including fines, penalties and/or special assessments ("fines"). Any such fines shall be deemed liquidated damages for breach of the Rules and Regulations of the Association which are accepted by Unit Owners upon becoming members of the Association. Any such fines shall be deemed to be assessments in the same manner as common expenses.

C. Common Expenses. The Board of Directors shall determine the common expenses of the Association and shall prepare an annual operating budget for the Association in order to determine the amount of the common charges payable by each Unit to meet the estimated common expenses of the Association for the ensuing year. A portion of the general annual assessment may be allocated to and assessed among Unit Owners owning boat slip rights. Except for any portion related to any separate assessments for boat slips, the amounts required by such budget shall be assessed and charged against the Units and allocated among the members of the Association according to their respective percentages of ownership in the Common Elements of the Condominium as set forth in the Declaration. The portion of the general annual assessment related to boat slip rights may be charged on a per slip basis. The common charges shall be prorated and paid monthly to the Association on or before the first (1st) day of each month. If not paid on or before the due date, the charges shall bear interest at the rate of twelve percent (12%) per annum until paid in full. All assessments until paid, plus all accrued interest and actual costs of collection, including actual attorney's fees, shall constitute a lien on the Units on which they are assessed.

D. Operating Budget. The annual operating budget shall provide for two (2) funds, one of which shall be designated the "operating fund" and the other the "reserve fund". The operating fund shall be used for all common expenses which occur with greater than annual frequency, such as amounts required for the cost of maintenance of the Common Elements and Limited Common Elements, management services, insurance, common services, administration, materials and supplies. The reserve fund shall be used for contingencies and periodic expenses such as painting or renovation. In the event the Association incurs extraordinary expenditures not originally included in the annual budget, then such sums as may be required in addition to the operating fund shall be first charged against the reserve fund. In the event that both funds prove inadequate to meet the necessary common expenses, the directors may levy a further assessment equally against each Unit Owner in proportion to their percentage interests in the Common Elements,

unless such special assessment relates to Limited Common Elements, in which case the special assessment may be prorated and allocated to the Unit Owners of the Units to which the affected Limited Common Elements are assigned or appurtenant.

E. Reserve Fund. The reserve fund may also be used to discharge mechanics liens or other encumbrances levied against the Condominium or against each Unit, if resulting from action by the Association. The Unit Owner or Owner's responsibility for any lien that is paid by the Association but not the obligation of the Association shall be specially assessed for the full amount thereof. The directors may also use the reserve fund for the maintenance and repair of any Unit if such maintenance and repair, although the obligation of the Unit Owner, is necessary to protect the Condominium. The full amount of the cost of any such maintenance or repair shall be specially assessed to the Unit Owner responsible therefore.

F. Annual Budget - Preparation and Review. The annual budget shall be prepared and determined by December 10 of each calendar year. The Board of Directors shall advise all members of the Association in writing of the amount of common charges payable on behalf of each Unit by the date of the annual members' meeting and shall furnish copies of the budget on which such common charges are based to each member. If within fifteen (15) days after the annual membership meeting a petition is presented to the Board of Directors protesting such charges or the budget upon which they are based, and the petition is signed by members representing more than fifty percent (50%) of the membership entitled to vote, then the directors shall notify all members of the meeting called for the sole purpose of reviewing such charges or budget. At such meetings, the vote of more than fifty percent (50%) of the membership entitled to vote may revise the budget and charges and such revised budget and corresponding charges shall replace for all purposes the ones previously established; provided, however, that the annual budget and charges (except contributions to the reserve fund) may not be revised downward to a point lower than the average total budget for the preceding two (2) years. If a budget and charges have not been established and made for any two (2) preceding years, then the annual budget and charges (except contributions to the reserve fund) may not be revised downward until two (2) years of experience exist.

G. Defaults and Liens. If a member of the Association is in default in the payment of any charges, expenses, assessments, and/or fines, ("assessments") for a period of more than thirty (30) days ("delinquent"), the Association may accelerate the entire amount of the annual common charges and any other assessments remaining unpaid with respect to such delinquent member and the member's Unit for purposes of collection and/or enforcement of the lien against the Unit for all such unpaid charges. All assessments until paid plus all accrued interest and actual costs of collection, including but not limited to actual attorney's fees incurred in connection with such collection, shall constitute a lien on the Units on which they are assessed if a Statement of Condominium Lien as provided in the Act is filed in the land records of the Clerk of the Circuit Court of Milwaukee County, Wisconsin within two (2) years after the assessment becomes due. If a member of the Association is delinquent, the member, the member's family, lessees and guests may be prohibited from using the recreational facilities located on the Common Elements until all delinquent assessments have been paid. All matters concerning

collection of assessments shall be administered by the Board of Directors. If any member of the Board of Directors is delinquent, the delinquent member shall not be allowed to vote on any matters concerning the collection of such delinquent assessments. If the number of delinquent members of the Board of Directors is such that the remaining members do not constitute a quorum for purposes of taking any collection action, the non-delinquent member(s) shall be able to take any action deemed advisable even though, such member(s) may constitute less than a quorum. In addition to any other action authorized for collection of assessments as provided in the Act, any member of the Board of Directors who is delinquent may be removed from office by a vote of a majority of the non-delinquent member(s) of the Board of Directors even though such member(s) constitute less than a quorum.

ARTICLE IX

Repairs and Maintenance

A. Individual Units. Each Unit Owner, at such Unit Owner's sole expense, shall be responsible for keeping the interior of such Unit Owner's Unit and all of its equipment and fixtures in good, clean and attractive condition, order and repair, and shall be responsible for interior decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of the Unit Owner's Unit. Each Unit Owner must perform properly or cause to be performed all maintenance and repair work within such Unit Owner's Unit which, if omitted, would affect other Unit Owners and such Unit Owner shall be personally liable to the Association or to other Unit Owners, as the case may be, for any damages caused by such Unit Owner's failure to do so. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the Unit in good repair, each Unit Owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, doors and windows (including washing and replacement of broken glass), screens and screening, lighting fixtures, refrigerators, ranges, microwave ovens, heating and air conditioning equipment, including appurtenant compressor and equipment, dishwashers, disposals, laundry equipment such as washers and dryers, interior electrical wiring and fixtures, doorbells or other fixtures and equipment which may be in, or connect with, the Unit or the Limited Common Elements appurtenant to such Unit Owner's Unit. A Unit Owner may not change the exterior appearance of a Unit or of any other portions of the Condominium without the permission of the Board of Directors.

B. Common Elements and Facilities and Limited Common Elements. The Association shall be responsible for the management and control of the Common Elements and facilities and Limited Common Elements and shall cause the same to be kept in good, clean and attractive condition, order and repair, except to the extent Unit Owners are responsible for the routine cleaning of Limited Common Elements as provided in paragraph C below. All expenses of such maintenance shall be a common expense of the Association except for any expenses related to Limited Common Elements, in which case such expenses shall be allocated and charged to the Unit Owners of the Units to which the affected Limited Common Elements are appurtenant or assigned.

C. Unit Owner's Responsibility as to Limited Common Elements. Each Unit Owner shall, at the Unit Owner's sole expense, be responsible for the routine cleaning of the Limited Common Elements appurtenant or assigned to such Unit Owner's Unit. No objects or structures, other than movable furniture or decorative pieces, shall be placed upon the Limited Common Elements without the prior written consent of the Board of Directors of the Association. Each Unit Owner shall have the right to decorate the Limited Common Area appurtenant exclusively to such Unit Owner's Unit in a nonstructural manner provided that decorations which are visible to other Units or to the public shall have the prior written approval of the Board of Directors.

D. Disputes. In the event of any dispute between two or more Unit Owners including, but not limited to, use or maintenance of a Common Element or Limited Common Element, such dispute shall be submitted to the Board of Directors of the Association and the determination of a majority of the Board shall be final and binding upon such Owners.

E. Association Services. The Association may provide any service or maintenance requested by a Unit Owner with respect to individual Units or Limited Common Elements that the Association is able and willing to provide or perform and shall specially assess such requesting owner therefore.

ARTICLE X Duties and Obligations of Unit Owners

A. General. The Units, and the Common Elements and facilities and Limited Common Elements, shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these By-Laws and any Rules and Regulations of the Association adopted by the Board of Directors.

B. Initial Rules and Regulations. The initial Rules and Regulations of the Association are as follows:

1. Use of Residential Units. No Unit Owner shall occupy or use a Residential Unit or the Limited Common Elements appurtenant thereto, or permit the same or any part thereto to be occupied or used for any purpose other than as a private residence for the Unit Owner, the Unit Owner's family or the Unit Owner's lessees or guests and (but not or) for such additional non-residential uses as are permitted under the Declaration and the laws, ordinances and regulations of the City of Milwaukee, Milwaukee County, State of Wisconsin and the Wisconsin Department of Natural Resources.

2. Use of "Live/Work" and Parking Units. No Unit Owner shall occupy or use a non-"live/work" Unit or the Limited Common Elements appurtenant thereto, or a Parking Unit, or permit the same or any part thereto to be occupied or used for any purpose other than as permitted under the Declaration and the laws, ordinances and regulations of the City of Milwaukee, Milwaukee County and the State of Wisconsin.

3. Wiring. No radio, C.B., television, satellite dish or other antenna or any wiring for any purpose may be installed on the exterior of the Building, except that necessary for common service to members and/or with Association prior written approval. The Association may grant approval upon such terms and conditions it deems appropriate. Such approval may be withheld by the Association arbitrarily.

4. Signs. Except for sales signs placed by Declarant, no sign, advertisement, notice or other lettering that is visible from outside the Unit shall be exhibited, inscribed, painted or affixed by any Unit Owner on any part of the outside or inside of the Units or Building without the prior written consent of the Association. The Association may consent upon such terms and conditions it deems appropriate. Such consent may be withheld by the Association arbitrarily.

5. Obstruction. The hallways, stairs, sidewalks, entrances and any other walkways or passageways must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the Units and the Building. All Common Elements shall be used only for their intended purposes. No article belonging to Unit Owners shall be kept in or on the Common Elements except as otherwise provided with respect to Limited Common Elements and such areas shall at all times be kept free of obstruction.

6. Wash Lines. No wash lines of any kind will be maintained outside a Unit.

7. Window Coverings. The exterior face of all window coverings, whether fabric or other material, must be of a color and type approved in writing by the Association in order to maintain uniformity of appearance from the outside of the Building. This includes, but is not limited to, drapes, curtains, blinds, or shades.

8. Garbage. Garbage shall be separated for purposes of recycling and deposited in the appropriate containers supplied by the Association in the areas designated by the Association for that purpose.

9. Grills. Every Unit Owner who uses an outdoor grilling equipment on their balcony or the roof deck area is required to have a fire extinguisher located on or near the grilling equipment. Near shall be defined as within ten (10) feet of the equipment when said equipment is used. Unit Owners shall operate grilling equipment in a safe and responsible manner thereby controlling the fire, smoke and odors so as not to disturb their neighbors or to create a fire hazard. The Association reserves the right to further limit, restrict or eliminate the use of grilling equipment in the future.

10. Pets. No dogs shall be permitted other than one (1) dog under 50 pounds owned by a Unit Owner at the time of the purchase of a Unit from Declarant or a subsequent Unit Owner, which shall not be replaced if such dog dies or is lost. Dogs and cats shall be the only animals kept in any Unit. No dog or cat shall be permitted outside a Unit unless on a leash and within the control of a person. Owners are responsible for the behavior of their pets and their handlers.

11. Rooftop and Recreation Facilities. The rooftop and recreation facilities are governed by the following regulations:

a. The Association reserves the right to open or close such areas at any time, in its sole discretion.

b. The hours of use of such areas shall be as established by the Association.

c. Unit Owners will be held responsible for all actions of their guests and their children.

d. No abusive or profane language or breach of the peace will be tolerated.

e. No pets are allowed in these areas.

f. Children under ten (10) years of age must be accompanied by an adult or responsible party fourteen (14) years of age or older.

12. Disturbances. No Unit Owner may make or permit any disturbing noises in the Building whether made by the Unit Owner or the Unit Owner's family, friends, servants, or pets, or permit anything to be done by such persons that will interfere with the rights, comforts and conveniences of other Unit Owners.

13. Children. The activities and behavior of all children when upon the Condominium property shall be regulated by an adult, including physical supervision where necessary. The Board of Directors, or their designated representatives, shall, at all times, have the authority to reasonably require that the Unit Owner, lessee, guest, or other adult who is responsible for a particular child, remove him or her from any Common Element if the child's conduct is such that they believe this action is necessary for safety or to preserve the rights, comforts and convenience of other Unit Owners.

14. Leasing. The rental or lease of a Unit shall be for a period not less than one hundred eighty (180) days. All lessees must be registered with the Association or its agent. All leases must be in writing, have a copy of By-Laws and Rules and Regulations of the Association attached and contain a provision that the Lessee shall abide by the Declaration, By-Laws and Rules and Regulations of the Association as they exist and may be amended from time to time. Any Unit Owner leasing the Unit shall be responsible for all costs, including attorney's fees and disbursements of the Association, in enforcing the Declaration, By-Laws and Rules and Regulations against any Lessee. Any lease shall prohibit subletting or assignment by Lessee. To prevent the overcrowding and/or overuse of the rooftop and recreational facilities of the Condominium, leases shall convey all of the interest of the Unit Owner in the Unit, Common Elements and Limited Common Elements during the term of the lease. No rooms in any Unit may be rented and no transient tenants may be accommodated.

15. Increase of Insurance Rates. Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof which would increase the rate of insurance on the premises or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit, or other validly imposed requirement of any government body. No damage to, or waste of, the Common Elements or any part thereof shall be committed by any Unit Owner or any invitee of any Unit Owner, and each Unit Owner shall indemnify and hold the Association and the other Unit Owners harmless against all loss resulting from such damage or waste caused by a Unit Owner or a Unit Owner's family, guests, invitees or lessees to the Association or the other Unit Owners.

16. Fire Protection. Smoke alarms shall be maintained in such areas of each Unit as may be directed by local ordinance or the Rules and Regulations of the Association and Unit Owners shall not store flammable liquids in any area of the Unit or Common Elements.

17. Noxious Activity. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Elements or in the Limited Common Elements as may become any annoyance or nuisance (including the use of audio equipment, musical instruments, televisions, or radios at such time or in such volumes of sound as to be objectionable) to any other Unit Owner or to any other person at any time lawfully occupying any Unit.

C. Conflict. The above Rules and Regulations and those which may be hereafter adopted by the Association are in addition to the Declaration and contracts, declarations and easements set forth in the Declaration and, in the event of a conflict, the Declaration and the contracts, declarations and easements set forth and referenced therein shall govern.

D. Enforcement of Rules. Any violation of these Rules and Regulations are to be reported promptly in writing to the Board of Directors.

1. Fines. A violation of any of the Rules and Regulations of the Association, as passed by the Board of Directors, may result in a fine being assessed against the Unit Owner and/or the Unit Owner's lessees, up to a maximum fine of \$500.00 for each separate violation. The fines shall be determined by the Board of Directors of the Association. Notification of the imposition of any fine shall be made by certified mail to the party involved. In the event of an imposition of a fine, the Unit Owner and/or lessee against whom the fine has been assessed, may petition the Board of Directors of the Association, on or before the date of the next regularly scheduled meeting of the Board of Directors, for the removal of, or the reduction of, the fine, and that Unit Owner or lessee may present evidence at that time to the Board of Directors. After the evidence has been presented, the Board of Directors shall make a final determination in the matter, and any fine so determined, shall be due and payable within thirty (30) days of the date of that meeting. In the event that the Unit Owner

and/or lessees do not petition the Board of Directors, as required under this paragraph, the fine, as assessed by the Board of Directors, shall be due and payable within ten (10) days of the date of the notification to the party involved, as required by this paragraph. Any fine under this paragraph shall be a lien against the Unit in which the party fined has an interest. Any fine under this paragraph shall be collectible by the Association in the same manner and under the same terms as any assessments against Units pursuant to Article VIII of the By-Laws of the Association. The Board of Directors may fine Unit Owners and/or lessees under this paragraph for violation of the Declaration, Articles of Incorporation, By-Laws, and/or Rules and Regulations of the Association.

2. Use Restrictions. In addition to imposing a money penalty, the Board of Directors may exclude any person from the use of the rooftop or recreation facilities. Where any person not a permanent resident in the Condominium creates any disturbance or grounds for belief exist that such person may create a disturbance or commit an act of vandalism, such guest or person may be excluded from the Building or the common areas. Unit Owners or their lessee shall take all necessary action to immediately assist in such removal and/or exclusion. The Board of Directors shall have full authority to impose any sanctions necessary or appropriate to assure compliance with this rule. When it is not possible for a majority of the Board of Directors to convene, any director may issue any order necessary on behalf of the Board and such order shall be the order of the Board until such time as the Board shall act in the matter.

3. Board of Directors' Orders. Failure to obey such an order shall be deemed a violation of these rules and subject Unit Owner or lessee to the penalties and sanctions herein provided for. In all cases affecting the common areas, the Board of Directors shall have broad authority to take effective action and such authority shall extend to any and all situations irrespective of whether a specific rule exists to cover such situation. In all such cases, all residents shall be required to obey an order of the Board of Directors or any order issued by a director until the Board of Directors shall act further in the matter. In any case where an order is issued by any one director, the right of appeal to the full Board of Directors shall exist but such order shall be obeyed until the matter can be heard by the full Board of Directors. The Board of Directors shall conduct a hearing on the matter as soon as is practical.

4. Waiver or Variance. A variance or waiver of any rule, due to special or extraordinary circumstance, may be granted by the Board of Directors upon written request by a Unit Owner. Such variance or waiver shall be granted in writing and may be revoked by sixty-seven percent (67%) of the Unit Owners at any special or general meeting.

5. Violations subject to Penalty. Each separate occurrence or each day that any of these rules are violated shall subject the violator to the penalty or penalties prescribed in these rules. In the event any Unit Owner or lessee is duly notified to appear at a meeting of the Board of Directors on a complaint for the alleged infraction of any rule or rules, such failure to appear may be deemed by the Board of Directors may proceed to assess an appropriate penalty or take other appropriate action.

6. Collection of Fines. All penalties or other fees assessed by the Board of Directors on these rules shall be deemed to be fees for the maintenance of the common areas and collectible in the same manner as monthly maintenance fees are collected. In the event such fees are not paid in thirty (30) days, the amount assessed shall be a lien on the property interest of the owner which lien may be collected or foreclosed. The collection procedures herein provided for are in addition to all others provided for by law.

ARTICLE XI

General

A. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December in each year unless a different fiscal year is elected on the first annual tax return filed by the Association.

B. Address. The mailing address of the Association shall be c/o Bieck Management, Inc., 5205 N. Ironwood Road, Glendale, Wisconsin 53217 until such time as a new mailing address may be designated by the Association. The Association may have other offices at such other places as the Board of Directors may from time to time determine.

C. Seal. The Association shall have no corporate seal.

ARTICLE XII

Amendments

A. By Members. These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the members at any meeting called for such purpose by the affirmative vote of Unit Owners having sixty-seven percent (67%) or more of the votes in the Association. No such alteration, amendment, repeal or adoption (unless merely technical or clarifying in nature) shall be effective unless the Association has received the written consent to such action from at least fifty-one percent (51%) of the eligible mortgagees of Units in the Condominium. An eligible mortgagee is a first mortgage holder who has filed a written request with the Association that such mortgagee be notified in advance, along with the Unit Owners, of any such proposed actions requiring the consent of Unit Owners. Each eligible mortgagee shall be entitled to one (1) vote for each Unit on which it holds a mortgage.

B. Rights of Declarant. No amendment of these By-Laws shall alter or abrogate the rights of Declarant as contained in these By-Laws.

ARTICLE XIII

Miscellaneous

A. Record of Ownership. Every Unit Owner shall promptly cause to be duly recorded on files of record, the deed, lease, assignment or other conveyance to the Unit Owner of such Unit or other evidence of the title thereto and shall file such lease with, and

present such other evidence of the Owner's title to the Board of Directors and the Secretary shall maintain all such information in the Membership Roster of Association.

B. Mortgages. Any Unit Owner who mortgages such Unit Owner's Unit or any interest therein shall notify the Association of the name and address of such Unit Owner's mortgagee, and also of any release of such mortgage, and the Association shall maintain all such information in the Membership Roster of the Association.

C. Indemnity of Officers, Directors and Employees. Every person who is or was a director or an officer of the Association (together with the heirs, executors and administrators of such person) shall be indemnified by the Association against all loss, costs, damages and expenses (including reasonable attorneys' fees) asserted against, incurred by or imposed upon him or her in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which he or she is made or threatened to be made a party by reason of he or she being or having been such director or officer, except as to matters as to which he or she shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his or her duty as such director or officer in relation to the matter involved. The Association, by its Board of Directors, may indemnify in like manner, or with any limitations, any employee or former employee of the Association with respect to any action taken or not taken in his or her capacity as such employee. The foregoing rights of indemnification shall be in addition to all rights to which officers, directors or employees may be entitled as a matter of law. All liability, loss, damage, costs and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing in this Article shall be deemed to obligate the Association to indemnify any member or owner of a Unit who is or has been an employee, director or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him or her under and by virtue of the Declaration, the Act, the Articles and By-Laws of the Association, as a member of the Association or owner of a Unit.

D. Subordination. These By-Laws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Act, which shall control in case of any conflict. All terms herein (except where the context shall clearly indicate otherwise) shall have the same meanings as in the Declaration or the Act.

E. Interpretation. In case any provision, in whole or in part, of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these By-Laws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the Unit Owners.

F. Discrimination Prohibited. No bylaw or rule adopted under a bylaw and no covenant, condition or restriction set forth in the Declaration or the deed or other conveyance instrument to a Unit may be applied to discriminate against an individual based upon his or her sex, race, color, sexual orientation, disability, religion, national origin, marital status, family status, lawful source of income, age, ancestry or as otherwise described in s. 106.50 of the Wisconsin Statutes.

**Water Street Lofts
Condominium Association
Rules and Regulations
April 2007**

Section I

Common Areas/Limited Common Areas General Rules

1. No Smoking is allowed in common or limited common areas.
2. Hallways must be kept clear of all items with the exception of one rug or mat per unit. No shoes, garbage, umbrellas, decorations, etc. are allowed.
3. Noise in common areas/limited common areas are prohibited Sunday thru Thursday after 10 pm., Friday and Saturday after midnight (this includes boat docks).
4. All garbage must be properly bagged when using garbage chutes.
5. All cardboard boxes must be broken down and properly stored in the garbage area (in the basement).
6. No unit owner shall occupy or use a non-"live/work" unit or the limited common elements or a parking unit, or permit the same or any part to be occupied or used for any purpose other than as permitted under regulations of the City of Milwaukee, Milwaukee County and State of Wisconsin.
7. No unit owner may make or permit any disturbing noises in the building, whether made by the unit owner or the unit owners family, friend, pets or permit anything to be done by such persons that will interfere with the rights, comforts and conveniences of other unit owners.
8. No noxious, destructive or offensive activity shall be carried on in any unit or in the common elements or the limited common elements – including the use of audio equipment, musical instruments, televisions or radios or at such time or in such volumes of sound as to be objectionable to any other unit owner to any other person at any time lawfully occupying any unit.

Section II

Animals

1. All animals must be registered with the Water Street Loft Condominium Association
2. Animals shall be properly licensed and tagged as required by ordinances of the City of Milwaukee.
3. No dogs shall be permitted other than one (1) dog under 50 pounds owned by a unit owner at the time of purchase of a unit from Declarant or subsequent unit owner, which shall not be replaced if such dog dies or is lost. Dogs and cats shall be the only animals kept in any unit. No dog or cat shall be permitted outside a unit unless on a leash and in the control of a person. Owners are responsible for the behavior of their pets and their handlers.
4. Animals must remain on a leash and be attended at all times when on condominium common elements grounds.
5. Animal owners shall immediately clean up after their animal(s).
6. No animal(s) shall be allowed to create a nuisance, unreasonable disturbance or undesirable behavior, whether inside a unit or outside.

7. A unit owner is responsible for the actions of any animal(s) whether it's the owner(s) pet(s) or a visitor's pet, and for the repair of any damage done by such pet to the common element. As deemed necessary by the Board of Directors or the Management Company.
8. Animals must be attended at all times when on a balcony or patio.
9. Feeding or Leaving food out for birds and other wild animals is **PROHIBITED**.
10. No animal shall be tied, chained or staked to a building, grounds, planting or other common element item, placed in a cage upon common elements or otherwise left unattended outside a unit at any time.

Section III

Balconies and Patios

1. Airing or drying of laundry, carpeting, rugs or clothing on balconies/patios or over balcony railings is **PROHIBITED**.
2. The common deck area on the fourth floor requires notification to a member of the Board for parties of 10 or more people. **All parties and noise nuisance is prohibited Sunday thru Thursday after ten (10 pm.) Friday and Saturday after midnight (12 am.)**
3. The Association reserves the right to open and close the rooftop deck at any time (in its sole discretion).
4. No abusive or profane language or breach of the peace will be tolerated.
5. No pets are allowed in these areas.
6. Children under ten (10) years of age must be accompanied by an adult or a responsible party of fourteen (14) years of age or older.
7. All residents/owners are **required to clean up after themselves** when using the common deck on the fourth floor. *If not cleaned, a fee of \$50.00 will be charged to the unit owner/resident who does not meet this requirement.*
8. Installing or mounting a non-approved awning is **PROHIBITED**.
9. Unit owners or residents may put containerized flowers and plants on their balcony/patio so long as such plants do not obstruct the view of any other owner(s). *Any container used on the balconies and patios should be dark green, black, tan/taupe or terracotta. Balcony containers must sit in a water retention saucer.*
10. Storage of motorcycles, mopeds, baby carriages, bicycles, children's toys, wagons or playpens are **PROHIBITED** on balconies/patios.
11. Electronic bug zappers, banners, wind stocks, wind chimes, birdbaths, fountains or birdfeeders are **PROHIBITED**.
12. Hanging objects on the balcony coach light is **PROHIBITED**.
13. Affixing fencing, screening, netting or wood materials to balcony railings is **PROHIBITED**.
14. Hanging and/or mounting objects on any wood column, brick column, balcony fascia board, balcony deck joist and brick walls are **PROHIBITED**.
15. **Each unit owner or resident shall immediately reimburse the Association for any expenditure(s) incurred in repairing or replacing any part of the balcony or patio common elements in any manner damaged by unit owner, resident, visitor or contractor.**

16. Those using *charcoal grills on patios/decks must have a fire extinguisher within 10 feet or less of a grill*. Unit owners shall operate grilling equipment in a sage and responsible manner.
17. Access to the rooftop is forbidden by unit owners or visitors. Use of the rooftop is limited to emergencies and repairs. *Violation of this rule will result in a fine.*

Section IV

Building Exteriors

1. Hanging objects on the entry door is prohibited with the exception of lightweight holiday decorations and **must be removed within 21 days of holiday**.
2. Hanging and/or mounting objects on any brick column, brick wall or aluminum siding surface is **PROHIBITED**.
3. Erecting and installing a radio or television antenna on roofs, aluminum siding, wood or brick surface area is **PROHIBITED**.
4. Satellite dish installations are prohibited without prior consent and approval from the Board of Directors.
5. The exterior face of all window coverings (such as drapes, window shades, valances and louvered blinds) must be white, off white or natural wood tones.
6. No reflective film or similar type of window glare treatments shall be placed or installed on the inside or outside of any unit window glass.
7. Performing vehicle maintenance and/or restoration in a garage outdoor surface lot or common elements area is **PROHIBITED**.
8. Each unit owner or resident shall immediately reimburse the Association for any expenditures incurred for repairing and replacing any part of the building common element(s) for damages by any member of his/her family, tenants, contractor/employee or any other user of his/her unit.

Section V

Parking

1. Unit owner, resident or guest blocking access to or from the parking garage, outdoor surface lot or unit owner's parking spot is **PROHIBITED**.
2. Parking of a mobile home, camper trailer, semi-trailer, cab or any service-related vehicle in the designated common elements parking area is **PROHIBITED**.
3. Licensed boats, boat trailers, campers, snowmobiles, ATV's and trucks may not be parked in the garage or on the outdoor surface lot.
4. Junked, inoperative or unlicensed vehicles are prohibited in the common elements parking area(s).
5. The Board of Directors may grant a case by case exception of the parking rules at its discretion.

Section VI

Signs

1. Mounting signs, posters or advertising materials to balcony railings, windows, patio doors, elevator or common element areas is **PROHIBITED**. A unit owner/resident may place a window or door **TEMPORARY** sign relating to an open house of a unit "**For Sale**". This sign may not exceed **18" x 24"** and can only be posted during the time of the open house of the unit for sale. Any open for inspection signs and flags must be removed as soon as the open house has concluded. The open house time period may not exceed **12 hours in a 48-hour period**.
2. The use of common and limited elements for the purpose of staging a rummage sale or estate sale is prohibited.

Section VII

WATER STREET LOFTS

MOVING RULE

Effective Date 10/20/08

Amended Date 12/20/10

Amended date 5/13/11

Effective Date 5/19/11

November 18, 2008

RE: *Move in or Move out* by owners.

As of October 20, 2008 Board Meeting the Board officially notifies all owners there will be a \$50.00 penalty in addition to damage assessments imposed against any owner who fails to follow these rules. These are in accordance with the By-Law's Article VIII, Section B, which each unit owner agreed to, when they purchased their unit.

Moving Rule: Prior to each owner move-in or move-out the Board (through the managing Agent) shall receive not less than ten days prior notification of date of the move from the owner. The Board will ask a Board member or the managing agent, to inspect the common areas just prior to and immediately after the move. The inspection is to include but not be limited to, light fixtures, walls, door frames, carpet etc.

This inspection can be with the owner present and all prior damages will be noted in writing, signed and given to the unit owner. Normal wear and tear is not the responsibility of the owner and will be so noted on the inspection sheet. All damages that occur are the responsibility of the owner, not the mover. The Board will repair all damages incurred as noted on the

inspection sheet after presenting (2) two estimates in writing to the responsible owner. Arrangements must be made to properly dispose of all personal items such as boxes, Styrofoam, peanuts and packing paper so it does not cause an unsightly overflow. Any cost to remove waste overflow will be the expense of the owner. This procedure is to be followed with each move.

Damage Rule: Failure to give prior notification as above; may result in a \$50.00 penalty, lien action against the owner's unit and action in Small Claims Court if necessary. All legal expenses to recover damages and penalties will become a legal obligation of the responsible owner.

Escrow Rule: Effective 2008 all owners who are selling their units will be required to place \$300.00 in escrow with Water Street Lofts Condominiums. This escrow amount will be retained until after the owner has moved out and will be applied toward any damage to the common areas or equipment caused by the owner or their movers, and waste removal costs. If no damage is found at the inspection performed as described in the moving rule above, this escrow will be promptly returned to the move-out owner at their then current mailing address.

The Board or Managing Agent will not issue any evidence of clear title for purposes of closing a sale on a unit unless they have received the \$300.00 escrow deposit from the owner/seller or such deposit is provided for in the closing documents.

WATER STREET LOFTS CONDOMINIUMS

Rental of Condominium Units – Adopted 11/18/10 under Rules and Regulations Amended 5/13/11

Pertaining to Article X, Paragraph 14 of the By-Laws, the following rules and regulations apply to the rental of any unit within the Water Street Lofts Condominium community. It was approved in 2010 under Article VIII, Section B of the By-Laws and will remain in effect until changed, amended or modified in accordance with proper procedures.

Any unit owner wanting to rent a unit must be current in their association fees, late fees, fines, legal fees or any special assessment. If during the term of the unit being rented the owner becomes delinquent, the Board of Directors may cancel the owners right to rent the unit.

14.1 All leases for rental of condominium units shall be for a period of one year or longer, in writing utilizing the standard Water Street Lofts Condominium Lease Agreement available from the Board of Directors or its authorized agent or the Wisconsin standard form lease agreement. Any revision of this form shall be submitted to the Board of Directors for approval allowing 30 days for such approval to be granted.

14.2 All leases must be submitted by the unit owner to the Board of Directors or its authorized agent with a credit check and background check for approval prior to occupancy by the tenant and such approval shall not be unreasonably withheld.

14.3 The lease shall include a provision that the tenant acknowledges receipt of and agrees to abide by the Declaration, By-Laws and Rules & Regulations of the Association.

14.4 In order to preserve the high standards of maintenance and care and the other benefits arising from owner occupancy of units, including low turnover of occupants, no unit may be occupied by solely non-owner occupants during the one year period immediately following a transfer of ownership of said unit. The Board of Directors shall upon receipt of a written request waive the foregoing prohibition if the Board of Directors determines that the non-owner occupancy is being sought by reason of a sufficiently significant unforeseeable event which occurred within the twelve month period, such as the death of an owner of the unit. Any written request for a waiver shall be deemed denied if not granted in writing within thirty days after receipt by the Board of Directors.

14.5 With respect to any new occupancy of units, the unit owner completely relinquishes to the new occupants for the period of their occupancy the privileges which unit ownership would otherwise have a right to exercise with respect to all common areas, limited common areas and parking areas. With respect to any new occupancy of a unit by a non-owner occupants, the conduct of non-owner occupants and their guests in accordance with the Declaration and By-Laws shall be the responsibility of the unit owner; furthermore, the unit owner shall be financially responsible for the payment of any costs and attorney fees incurred by the Association in enforcing the provisions of the Declaration, By-Laws and Rules and Regulations against any non-owner occupants and their guests.

14.6 The lease shall contain a provision that upon occupancy the tenant is to immediately provide the Board of Directors or its authorized agent the tenant's telephone number. The lease is also to contain the address and telephone number of the owner.

14.7 With respect to any new occupancy of the unit by solely non-owner occupants, the owner must pay to and maintain with the Association a rental deposit account in an amount equal to \$500.00 for said unit or as established from time to time by the Board of Directors. Said rental deposit account may be used by the Association to pay the following:

14.7.1 The cost of the Association, including reasonable Attorney fees, to enforce the provisions of Article X, Paragraph 14 of the By-Laws against the non-owner occupants and their guests.

14.7.2 The cost of repair of any damages for which the unit owner is responsible under the Declaration, Article X, Section 17.1, 17.2 & 17.3.

14.7.3 Any delinquent charges for annual and special assessments, late fees, and/or cost of collection of same imposed pursuant to the Declaration and By-Laws with respect to such unit.

In the event the rental deposit account, or any portion thereof, is used to pay any of the costs described in Sections 14.7.1 – 14.7.3 above, the unit owner shall reimburse to the Association the amount paid. Said reimbursement shall be made within ten calendar days following the Association's mailing to the unit owner a notice of the amount to be reimbursed. In the event any solely non-owner occupancy of a unit terminates, the rental deposit account balance with respect to said unit shall be refunded to the unit owner within twenty-one calendar days following the Association's receipt of written notification of such termination.

14.8 Any lease in effect prior to November 18, 2010 shall be exempt from compliance with this rule. Any lease agreement made on or after November 18, 2010 must be in compliance with all parts of this By-Law.

Section VIII

Boat Slips

1. Boat slip rights assigned to a unit. Each boat slip is numbered and has a specific location within the marina area along the riverside of the building. The boat slips are not on the property and are not part of the Condominium. Only the rights to boat slips held by unit owners are Limited Common Elements. The rights to all boat slips are initially unassigned and held by Declarant. Any transfer of boat slip rights by Declarant will be "As Is" with respect to the physical condition of the slip to which such rights pertain. Boat slip rights not held by Declarant or Association may only be held by a Unit Owner. However, boat slip rights may be transferred separate from the unit which they are assigned at any time. When the rights to any boat slip are transferred, **such transfer shall not be deemed complete until the transferee provides the Association with a copy of the deed or other conveyance instrument.** The Association shall keep such copy in its permanent files and shall maintain at all times a current record who owns the rights to each boat slip. A boat slip may be used only for the docking of an operative boat by the owner of the rights to such slip or another person with such owner's permission. Each boat slip must be repaired and maintained by the owner of the rights to such slip, at owner's sole cost and expense. The Association shall have the right to charge, and the owner of the slip shall pay, a separate monthly assessment for marina insurance and utilities provided to the boat slips. Initially, this charge shall be \$30.00 per month, to be paid along with the monthly assessment for common expenses. The use, repair and maintenance of any boat slip must also be in accordance with such rules and regulations as may be promulgated from time to time, including those promulgated by the State of Wisconsin Department of Natural Resources.

Section IX

Enforcement Procedures

1. After determining that there is/was a violation of the Rules and Regulations adopted hereunder: the Board of Directors or the Management Company shall notify the unit owner or resident in writing of the violations of the Rules and Regulations and the proposed remedy. The proposed remedy may include a levied liquid damage assessment. Any unit owner or resident who receives such notice, demand an informal hearing before the Board of Directors or the Management Company.

The informal hearing shall be held:

1. Within seven business days
2. At a time convenient to both parties.
3. Or at the next regularly scheduled Board Meeting.

If an informal hearing is requested and the unit owner/resident has properly notified the Board of Directors or Management Company. The Board of Directors or the Management Company will take no action until the informal hearing has been held and notice of the final decision has been delivered to the unit owner/resident. The decision will be rendered within (3) business days after the informal hearing. It should be noted that such a decision will be final and binding for both parties.

Should no request for an informal hearing be received by the Board of Directors or Management Company within three (3) business days after the unit owner/resident is notified of the violation; the unit owner/resident acknowledges that the violation is accurate and that the requested remedy will be complied with, per the written notice.

Section X

Liquid Damage Assessments

1. At the discretion of the Board of Directors or Management Company, a Liquid Damage Assessment may be levied based on type of violation(s) and/or the importance of compliance. Liquid Damage Assessments may be, but are limited to the following schedule:
 1. \$50.00 for the 1st violation
 2. \$100.00 for the 2nd violation
 3. \$250.00 for the 3rd violation

Each type of violation may be treated independently or in composite, should there be multiple violations at the discretion of the Board of Directors or the Management Company.

Furthermore, any expenses incurred by the Board of Directors or the Management Company in connection with the enforcement of the By-Laws, established rules and regulations adopted by the Board of Directors shall be charged to the offending unit owner or resident.

NOTICE: Further explanation of the By-Laws described in Water Street Lofts Condominium Disclosure Materials provided to you at the time of closing.

January 9, 2013

**WATER STREET LOFTS – ACKNOWLEDGMENT OF
RECEIPT OF DOCUMENTS**

I have received a copy of and agree to fully abide by, the governing documents of the Water Street Lofts Condominiums, including the Declaration, By-Laws, and Rules & Regulations.

Additionally, I am aware that renters are NOT to have dogs.

Name

Date

Address

Revised Collection Policy – Water Street Lofts Condominium Association
Resolution for Collection Policy

Association fees are considered to be an annual assessment to be paid monthly by the 1st of each month (based on a fiscal year beginning January 1st). When dealing with delinquent accounts, the Board feels it is in the Association's best interest to refer delinquent accounts promptly to an attorney for collection so as to minimize the Association's loss of assessment revenue.

Pursuant to the Bylaws, the Association, through the Board of Directors, shall from time to time adopt rules and regulations governing the operation, maintenance and use of the units, and the common elements and facilities by the unit owners and occupants. A late fee will be applied which the manager is authorized and directed to charge to and collect from any delinquent homeowner for each month that an account remains outstanding.

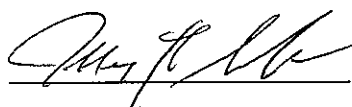
Fee Structure for delinquent accounts:

- 1) The management accounting department will apply a \$50.00 late fee to any account that remains unpaid as of the tenth (10th) of each month for the monthly association fee. This will replace the current structure of 1% interest of the total account balance charged on the 2nd of each month.
- 2) If an owner's account balance reaches \$1000.00 or higher, the management's accounting department will send a statement of delinquent fees to any owner whose account remains unpaid giving them 10 days to pay before further action is taken. The only exception to this would be for an unpaid Special Assessment if homeowners have been notified that no late fee will be charged until the deadline of when the Special Assessment is reached, and a Special Assessment remains unpaid.
- 3) On approximately 10 days following the statement date, a second letter will be sent to any owner whose account remains unpaid. This letter will state that the owner must pay immediately to avoid further action. This does not apply to any unpaid Special Assessments if the deadline has not been reached.
- 4) If payment in full has not been received by the end of the 10-day period, the homeowner will be sent a final letter notifying them that they have been turned over to an attorney for collection, in which all relevant attorney fees will be assessed to the owner.

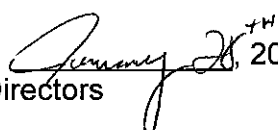
Let it be known that any unit owner who is delinquent in any payment due to the Association shall not be entitled to vote on any matter if the Association has recorded a statement of condominium lien against the unit, nor shall any Owner serve as a Director on the Board during such time.

BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to all homeowners at their last known addresses.

This resolution was adopted by the Board of Directors on the 28 day of Jan, 2016, and shall be effective immediately.

Jeffrey Schaefer (President) 

Date: 1/28/2016

Approved and adopted  2016 by the Water Street Lofts Condominium Association Board of Directors



REGISTER OF DEEDS



* 0 9 3 0 0 4 3 9 *

DOC.# 09300439

Milwaukee County

REGISTER'S OFFICE | SS
Milwaukee County, WI

JOHN LA FAVE • Register of Deeds

RECORDED 09/12/2006 01:42PM

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT: 50.00

**PLAT
WATER
STREET LOFTS
CONDOMINIUM
ADDENDUM # 1**

PLAT
NAME

DOC# 09300439

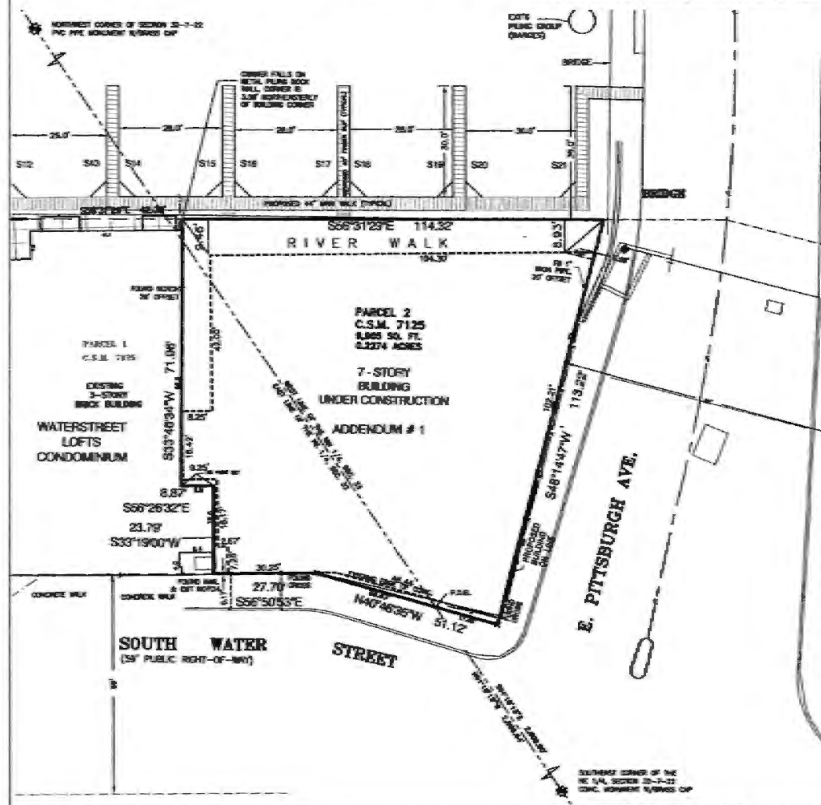
REEL# 6430

DATE: 9-12-2006

NUMBER OF PAGES: 9

WATER STREET LOFTS CONDOMINIUM - ADDENDUM # 1

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



SITUATED ON SOUTH WATER STREET, CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

ADDENDUM # 1 LEGAL DESCRIPTION

ALL OF PARCEL 2, CERTIFIED SURVEY MAP NO. 7125, RECORDED ON AUGUST 8, 2002, AS DOCUMENT NO. 8327841 BEING PART OF THE NORTHWEST 1/4 OF SECTION 33 AND THE NORTHEAST 1/4 OF SECTION 32, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

APRIL 16, 2005 WATER STREET DEVELOPMENT CORPORATION SURVEY NO. 160679-CLJ

CONDOMINIUM LEGAL DESCRIPTION

PARCELS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 7125 RECORDED AS DOCUMENT NO. 8327841 BEING PART OF THE NORTHWEST 1/4 OF SECTION 33 AND THE NORTHEAST 1/4 OF SECTION 32, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN. ALSO LOTS 5 AND 6 IN BLOCK 8 IN WALKER'S POINT BEING PART OF THE NORTHEAST 1/4 OF SECTION 32, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

TOGETHER WITH RIGHTS GRANTED BY THE CITY OF MILWAUKEE FOR LANDS BELOW STREET LEVEL IMPROVEMENTS PRESENTLY OCCUPYING WITHIN SOUTH WATER STREET.

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.

LCE = LIMITED COMMON ELEMENT

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 WATER STREET LOFTS CONDOMINIUM - ADDENDUM #1 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
DONALD C. CHAPUT
S-1315
BROOKFIELD, WI
LAND SURVEYOR

Salvatore B. 2006
DATE

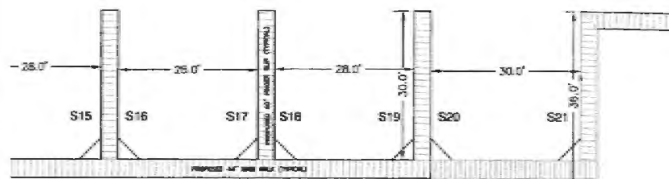
**National
Survey &
Engineering**

262-761-1800
Fax: 262-761-7373
46145 W. Blomfield Road
Suite 200
Brookfield, WI 53005-9598
www.nsewi.com

2/15/2006
C:\156\Aug2006\2006
SHEET 1 OF 9

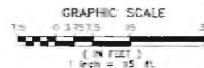
WATER STREET LOFTS CONDOMINIUM - ADDENDUM # 1

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



 LIMITED COMMON ELEMENT
 COMMON ELEMENT
 PU = PARKING UNIT
 LC = STORAGE LOCKER

BASEMENT PARKING LEVEL



DOC. # 03200429

PROCESSIONS OFFICE - 100
W. Franklin County, Ill.
ADDRESS: ADDRESSING OF NAME

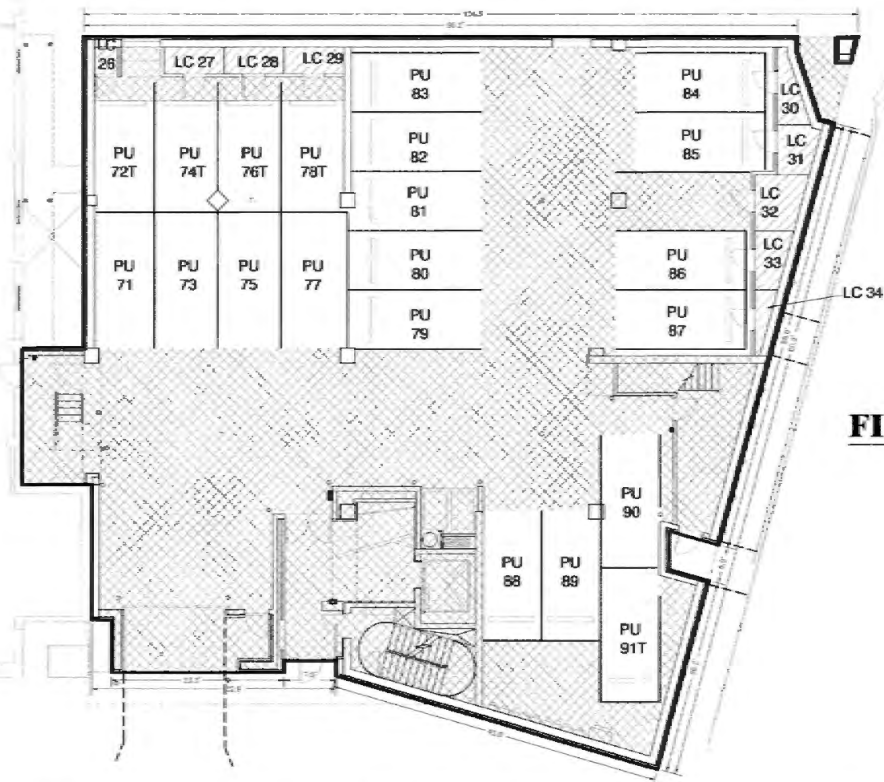
DATE: 11/11/11
PAGE: 11

454

**National
Survey &
Engineering**
A Division of T.A. Smith & Associates, Inc.
262-781-3100
Fax 262-797-7373
16145 W. Wauwatosa Road
Suite 200
Brookfield, WI 53005-5458
www.nseae.com
tasmith@nseae.com
cyrus.dugan@nseae.com
scf@nseae.com

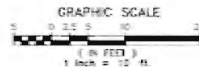
WATER STREET LOFTS CONDOMINIUM - ADDENDUM # 1

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



LIMITED COMMON ELEMENT
COMMON ELEMENT
PU = PARKING UNIT
LC = STORAGE UNIT

FIRST FLOOR PARKING LEVEL

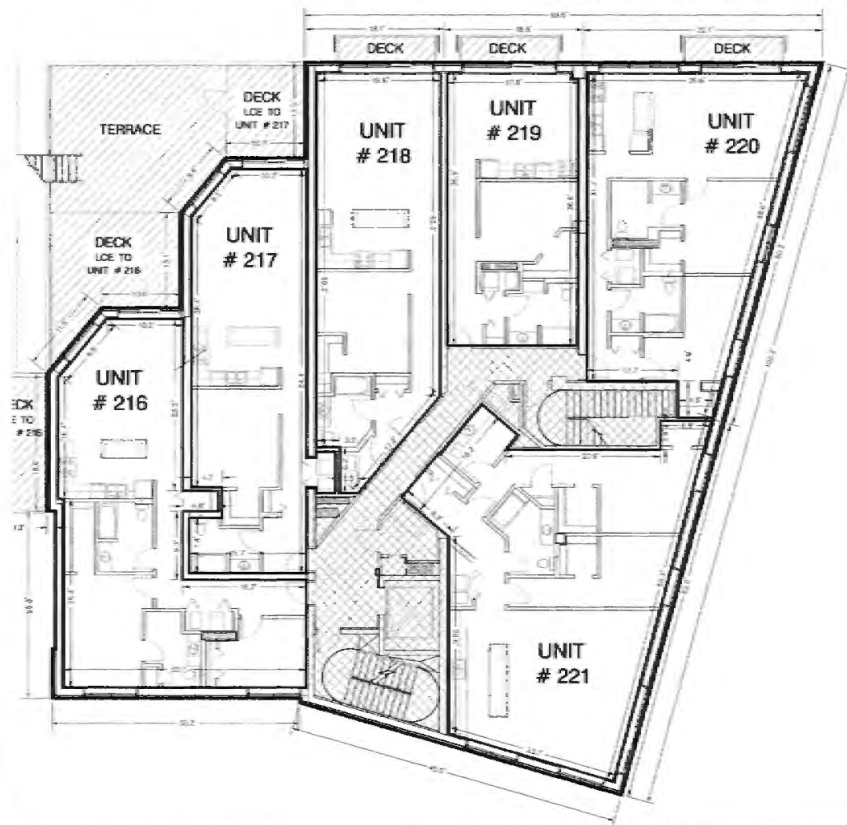


**National
Survey &
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A Division of N.A. Smith & Associates, Inc.
262-781-0880
Fax 262-795-7313
16745 W. Blommond Road
Suite 200
Brookfield, WI 53005-9958
www.nsac.com
nsa@nsac.com
C:\nsa\proj\20030101

SHEET 3 OF 9

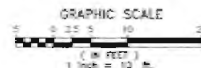
WATER STREET LOFTS CONDOMINIUM - ADDENDUM # 1

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



SECOND LEVEL

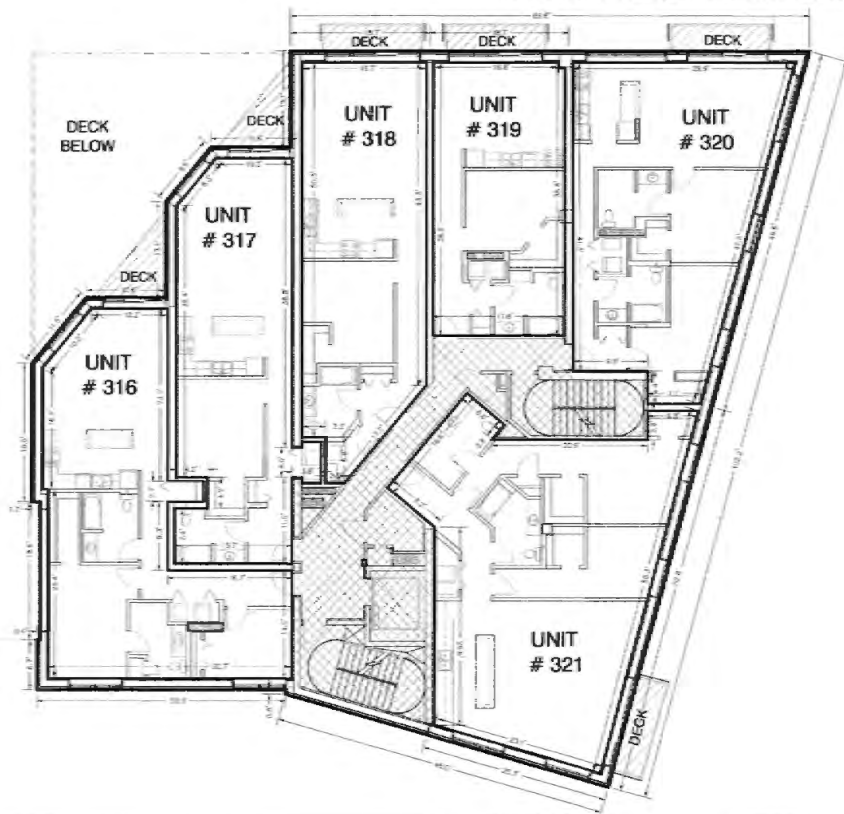
UNIT #	UNIT AREA
216	1,215 SF
217	944 SF
218	953 SF
219	713 SF
220	1,165 SF
221	1,450 SF



UNITED COMMON ELEMENT
COMMON ELEMENT

WATER STREET LOFTS CONDOMINIUM - ADDENDUM # 1

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

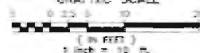


THIRD LEVEL

UNIT AREA TABLE

UNIT #	UNIT AREA
316	1,215 SF
317	844 SF
318	953 SF
319	715 SF
320	1,186 SF
321	1,450 SF

GRAPHIC SCALE

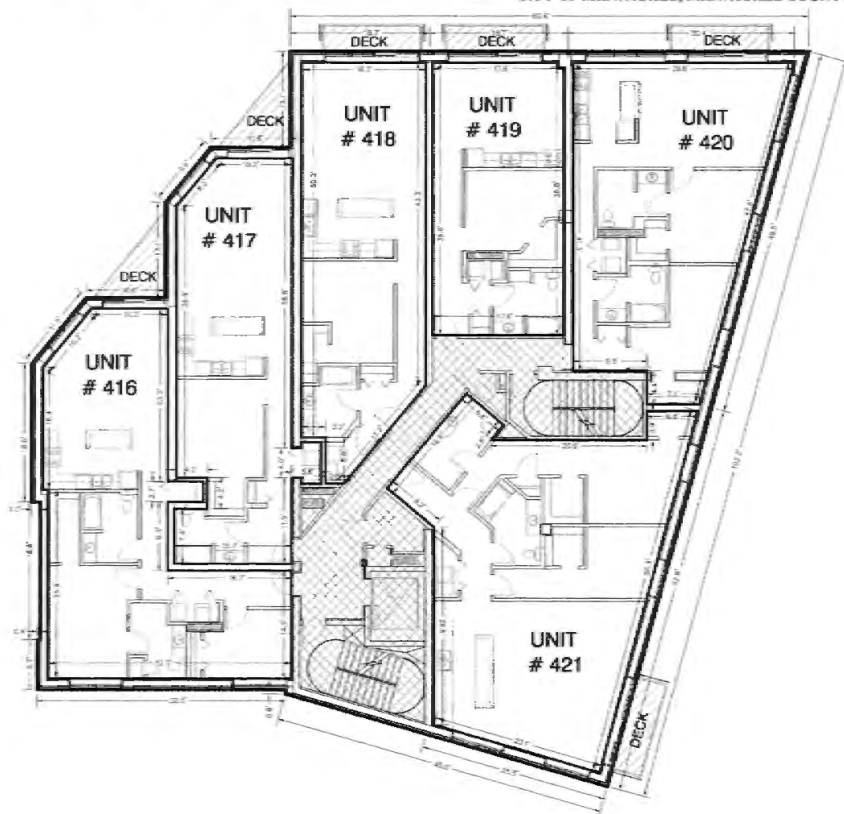


UNITED COMMON ELEMENT

COMMON ELEMENT

WATER STREET LOFTS CONDOMINIUM - ADDENDUM # 1

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



FOURTH LEVEL

UNIT #	UNIT AREA
416	1,215 SF
417	944 SF
418	953 SF
419	715 SF
420	1,186 SF
421	1,450 SF

GRAPHIC SCALE



LIMITED COMMON ELEMENT

COMMON ELEMENT

**National
Survey &
Engineering**

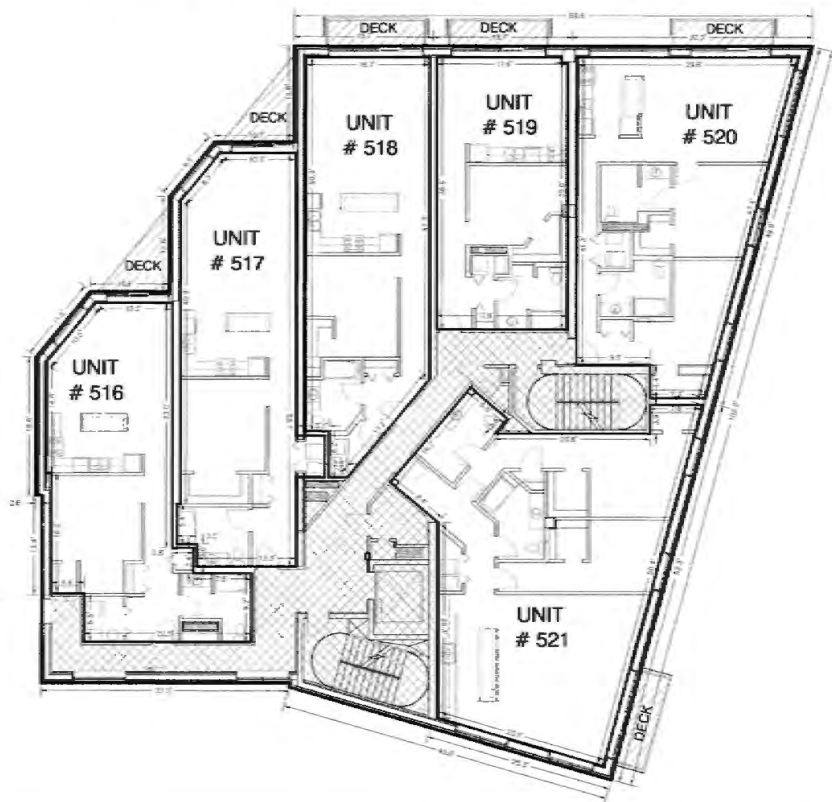
262-781-3800
Fax: 262-781-7373
36745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-9938
www.nsewi.com
3034420700
C20100402100003



SHEET # OF 9

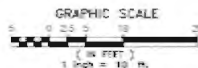
WATER STREET LOFTS CONDOMINIUM - ADDENDUM # 1

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



FIFTH LEVEL

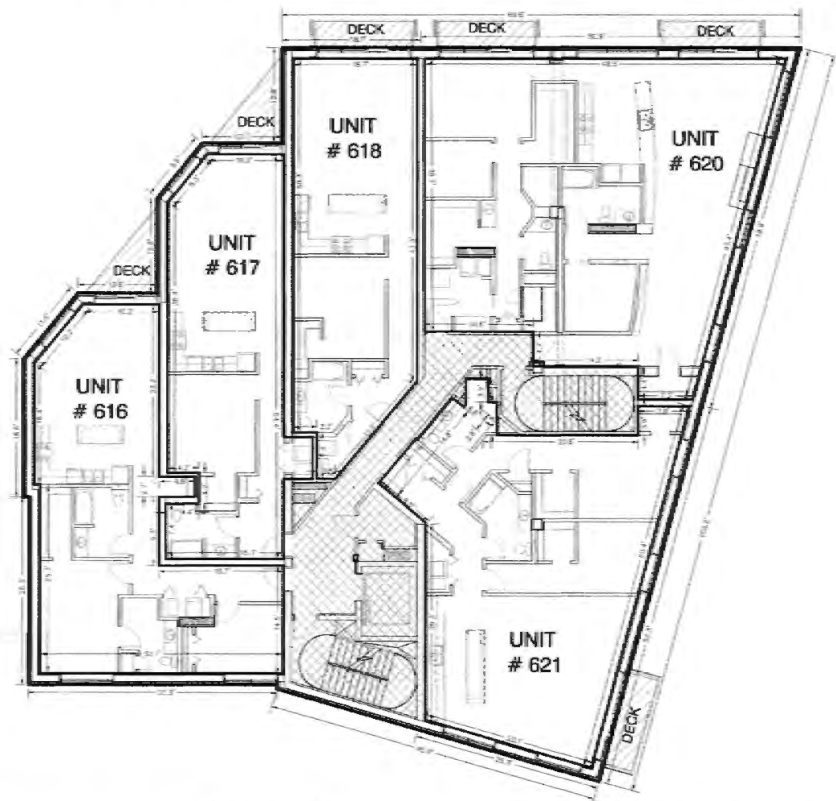
UNIT #	UNIT AREA
516	527 SF
517	975 SF
518	963 SF
519	715 SF
520	1,165 SF
521	1,450 SF



- LIMITED COMMON ELEMENT
 COMMON ELEMENT

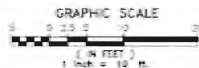
WATER STREET LOFTS CONDOMINIUM - ADDENDUM # 1

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



SIXTH LEVEL

UNIT AREA TABLE	
UNIT #	UNIT AREA
616	1,215 SF
617	944 SF
618	953 SF
620	1,981 SF
621	1,450 SF



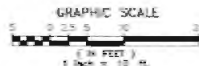
UNITED COMMON ELEMENT

COMMON ELEMENT

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



UNIT #	UNIT AREA
716	2,182 SF
718	1,679 SF
720	1,174 SF
721	1,450 SF



UNITED COMMON ELEMENT

COMMON ELEMENT

**National
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Engineering**

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

262-781-0900
Fax 262-797-7573
16745 W. Blumensort Road
Suite 200
Brookfield, WI 53005-5958
www.nseinc.com
SUS@nseinc.com
CSUS@nseinc.com
NSA@nseinc.com

ARTICLES OF INCORPORATION FOR
WATER STREET LOFTS CONDOMINIUM ASSOCIATION, INC.

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ARTICLES OF INCORPORATION
(Nonstock Corporation)

Executed by the undersigned for the purpose of forming a Wisconsin corporation under Chapter 181 of the Wisconsin Statutes, WITHOUT CAPITAL STOCK AND NOT FOR PROFIT:

Article 1. Name

The name of the Corporation shall be WATER STREET LOFTS CONDOMINIUM ASSOCIATION, INC. *(Name changed by amendment. Originally filed as Water Street Lofts Condominium Owners' Association, Inc.)*

Article 2. Period of Existence

The period of existence shall be perpetual.

Article 3. Purposes

The purposes for which this Corporation is organized are as follows:

A. To serve as an association of Unit Owners who own real estate and improvements under the condominium form of use and ownership (such real estate and improvements referred to as "**condominium property**"), as provided in the Condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Condominium Declaration for WATER STREET LOFTS CONDOMINIUM, as recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin (referred to as "**Declaration**");

B. To serve as a means through which the Unit Owners may administer, manage, operate and control the condominium property in accordance with the Condominium Ownership Act and the Declaration; and

C. To engage in any lawful activity authorized by Chapter 181 of the Wisconsin Statutes, subject to the Condominium Ownership Act and the Declaration.

Article 4. Principal Office

The location of the initial principal office of the Corporation shall be in Milwaukee County at 200 S. Water Street, Milwaukee, Wisconsin 53204.

Article 5. Registered Agent

The name of the initial registered agent is David Zazove.

Article 6. Address of Registered Agent

The address of the registered agent is 200 S. Water Street, Milwaukee, Wisconsin 53204.

Article 7. Amendment

These Articles may be amended in the manner authorized by law at the time of amendment.

Article 8. Directors

The number of directors of the Corporation shall be three (3). The manner in which directors shall be elected, appointed or removed shall be provided by the By-Laws.

Article 9. Names and Addresses of Initial Directors

The initial directors of the Corporation are David Zazove, 200 S. Water Street, Milwaukee, Wisconsin 53204, Jean M. Stefaniak, 200 S. Water Street, Milwaukee, Wisconsin 53204, and Bradley T. Babor, 223 Aqua View, Cedarburg, WI 53012.

Article 10. Members

There shall be one class of voting members. The rights and qualifications of such members are set forth in the Declaration and the By-Laws of the Corporation.

Article 11. Powers

The Corporation shall have all of the powers of a nonstock corporation as presently enumerated in the Wisconsin Nonstock Corporation Laws, Chapter 181 of the Wisconsin Statutes, and all powers of an association, absolute and conditional, as presently enumerated in the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes, and as these statutes may be later amended, in each case to the extent such powers are not inconsistent with the Declaration and the By-Laws of the Corporation.

Article 12. Not For Profit

The Corporation shall not have or issue shares of stock. No dividend shall ever be paid and no part of the net earnings, assets or surplus of the Corporation shall inure to the benefit of or be distributed to its members, directors, officers or any other private individual other than by a rebate of excess membership dues, fees or assessments. The Corporation may pay compensation in reasonable amounts to employees, members, directors or officers for services rendered and may confer benefits upon its members in conformity with its purposes and to the extent not prohibited in its By-Laws.

Article 13. Incorporator

The name and address of the incorporator of this Corporation is David Zazove, whose address is 200 S. Water Street, Milwaukee, Wisconsin 53204.

Executed in duplicate this 14th day of August, 2002

/s/ DAVID ZAZOVE

David Zazove, Incorporator

STATE OF WISCONSIN)
 (\$
WAUKESHA COUNTY)

Personally came before me this 14th day of August, 2002, the above-named incorporator, David Zazove, to me known to be the person who executed the foregoing instrument and acknowledged the same.

/s/ John E. Rupke

John E. Rupke

Notary Public, State of WI

My Commission is permanent.

This Instrument was drafted by :

John E. Rupke

SCHMIDT & RUPKE, S.C.

17100 W. North Avenue

Brookfield, WI 53005-4436

(262) 814-0080

OK

RECEIVED

AUG 14 2002

WISCONSIN
DFI

**ARTICLES OF INCORPORATION
(Nonstock Corporation)**

Executed by the undersigned for the purpose of forming a Wisconsin corporation under Chapter 181 of the Wisconsin Statutes, WITHOUT CAPITAL STOCK AND NOT FOR PROFIT:

Article 1. Name

The name of the Corporation shall be WATER STREET LOFTS CONDOMINIUM OWNERS' ASSOCIATION, INC.

Article 2. Period of Existence

The period of existence shall be perpetual.

Article 3. Purposes

The purposes for which this Corporation is organized are as follows:

A. To serve as an association of Unit Owners who own real estate and improvements under the condominium form of use and ownership (such real estate and improvements referred to as "condominium property"), as provided in the Condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Condominium Declaration for WATER STREET LOFTS CONDOMINIUM, as recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin (referred to as "Declaration");

B. To serve as a means through which the Unit Owners may administer, manage, operate and control the condominium property in accordance with the Condominium Ownership Act and the Declaration; and

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The name of the initial registered agent is David Zazova.

W043839

Article 6. Address of Registered Agent

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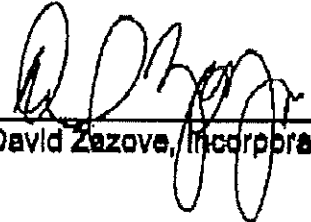
Article 12. Not For Profit

The Corporation shall not have or issue shares of stock. No dividend shall ever be paid and no part of the net earnings, assets or surplus of the Corporation shall inure to the benefit of or be distributed to its members, directors, officers or any other private individual other than by a rebate of excess membership dues, fees or assessments. The Corporation may pay compensation in reasonable amounts to employees, members, directors or officers for services rendered and may confer benefits upon its members in conformity with its purposes and to the extent not prohibited in its By-Laws.

Article 13. Incorporator

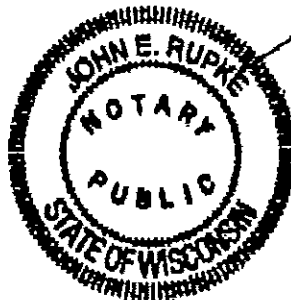
The name and address of the incorporator of this Corporation is David Zazove, whose address is 200 S. Water Street, Milwaukee, Wisconsin 53204.

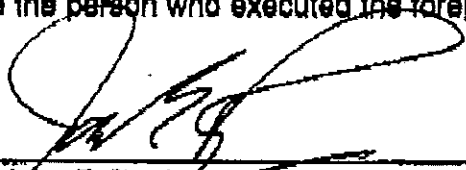
Executed in duplicate this 14th day of August, 2002


David Zazove, Incorporator

STATE OF WISCONSIN)
(S
WAUKESHA COUNTY)

Personally came before me this 14th day of August, 2002, the above-named incorporator, David Zazove, to me known to be the person who executed the foregoing instrument and acknowledged the same.

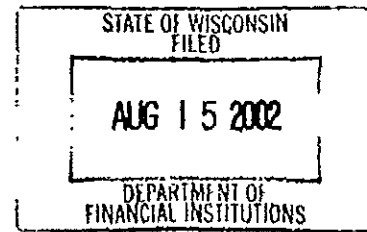



John E. Rupke
Notary Public, State of WI
My Commission is permanent.

This instrument was drafted by :
John E. Rupke
SCHMIDT & RUPKE, S.C.
17100 W. North Avenue
Brookfield, WI 53005-4436
(262) 814-0080

**ARTICLES OF INCORPORATION
CHAPTER 181**

\$ 35.00 x \$ 25.00
Exp



8/15/02
003177
\$ 60.00

RECEIVED - DEPT OF
FINANCIAL INSTITUTIONS
STATE OF WISCONSIN
Sec. 181.1005
Wis. Stats.
2002 AUG 30 AM 8:00

State of Wisconsin
Department of Financial Institutions

06 2043839
Imaged

ARTICLES OF AMENDMENT - NONSTOCK CORPORATION

A. The present corporate name (prior to any change effected by this amendment) is:

WATER STREET LOFTS CONDOMINIUM OWNERS' ASSOCIATION, INC.

Text of Amendment (*Refer to the existing articles of incorporation and the instructions on the reverse of this form. Determine those items to be changed and set forth the number identifying the paragraph being changed and how the amended paragraph is to read.*)

RESOLVED, THAT the articles of incorporation be amended as follows:

Article 1. is hereby amended as follows: "The name of the Corporation shall be WATER STREET LOFTS CONDOMINIUM ASSOCIATION, INC."

AUG 30 01:07AM

#. #

150248 ICORP 25

25.00

B. Amendment(s) adopted on August 16, 2002

(Indicate the method of adoption by checking (X) the appropriate choice below.)

(X) In accordance with sec. 181.1002, Wis. Stats. (By the Board of Directors)

OR

() In accordance with sec. 181.1003, Wis. Stats. (By Members)

OR

() In accordance with sec. 181.1004, Wis. Stats. (By Members voting by Class)

C. Approval by 3rd Person (Contingency Statement)

() Written approval for amending the articles of incorporation was obtained from the person whose approval is required by a provision of the articles of incorporation authorized under sec. 181.1030.

D. Executed on August 22, 2002

(Date)

Title: (X) President () Secretary
or other officer title _____

(Signature)

David Zazove

(Printed name)

This document was drafted by John E. Rupke

(Name the individual who drafted the document)

FILING FEE - \$25.00 SEE instructions, suggestions and procedures on following page

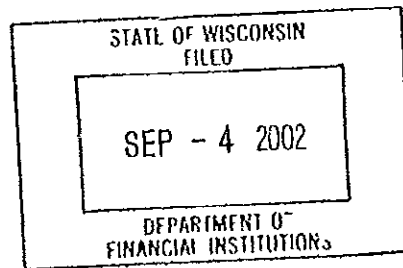
DFI/CCS/104(R5/99)

1 of 2

ARTICLES OF AMENDMENT (Ch. 181, Nonstock)

Mr. John E. Rupke

Mr. John E. Rupke
Schmidt & Rupke, S.C.
17100 W. North Avenue
Brookfield, WI 53005-4436



2528

▲ Your return address and phone number during the day: (262) 814 - 0080

INSTRUCTIONS (Ref. sec. 181.1005 Wis. Stats. for document content)

Submit one original and one exact copy to Dept. of Financial Institutions, P O Box 7846, Madison WI, 53707-7846, together with a **FILING FEE** of \$25.00, payable to the department. (If sent by Express or Priority U.S. mail, address to 345 W. Washington Ave., 3rd Floor, Madison WI, 53703). This document can be made available in alternate formats upon request to qualifying individuals with disabilities. The original must include an original manual signature, per sec. 181.0120(2), Wis. Stats. If you have any questions, please contact the Division of Corporate & Consumer Services at 608-261-7577. Hearing-impaired may call 608-266-8818 for TDY.

- A. Enter the name of the corporation (before any change effected by this amendment) and the text of the amendment(s). The text should recite the resolution adopted (e.g., "Resolved, that Article 1 of the articles of incorporation be amended to read: (set forth the amended article).
- B. Enter the date of adoption of the amendment(s). If there is more than one amendment, identify the date of adoption of each. Mark (X) one of the three choices to indicate the method of adoption of the amendment(s).

By Board of Directors – Refer to sec. 181.1002 for specific information on the character of amendments that may be adopted by the Board of Directors without the approval of members with voting rights.

By Members – Adoption by members requires 2/3rd of votes cast or a majority of the voting power, whichever is less, except as conditioned by the articles of incorporation, bylaws, ss. 181.1002(1), 181.1030 or other provisions of Ch. 181, Wis. Stats.

By Members thru Class Voting – Refer to sec. 181.1004 for specific information on class voting by members.

Approval by Other Person – Amendment of the articles of incorporation may require the approval of a person other than the board or members, if so specified in the articles of incorporation under sec. 181.1030.

- C. Enter the date of execution and the name and title of the person signing the document. The document must be signed by one of the following: An officer of the corporation (or incorporator if directors have not been elected), or a court-appointed receiver, trustee or fiduciary. A director is **not** empowered to sign.
- D. If the document is executed in Wisconsin, sec. 182.01(3) provides that it shall not be filed unless the name of the person (individual) who drafted it is printed, typewritten or stamped thereon in a legible manner. If the document is not executed in Wisconsin, enter that remark.

BY-LAWS OF
WATER STREET LOFTS CONDOMINIUM ASSOCIATION, INC.

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BY-LAWS OF
WATER STREET LOFTS CONDOMINIUM ASSOCIATION, INC.

(a nonstock, not for profit corporation)

ARTICLE I
Introduction

A. Adoption. These By-Laws are adopted as the By-Laws of the Water Street Lofts Condominium Association, Inc.

B. Applicability. These By-Laws, together with the Articles of Incorporation of the Association, the Declaration for Water Street Lofts Condominium ("Declaration"), and the Wisconsin Condominium Ownership Act ("**Act**"), Chapter 703 of the Wisconsin Statutes as the same may be amended, renumbered or renamed from time to time, shall be applicable to and govern and control the property which is part of Water Street Lofts Condominium ("**Condominium**") and all present and future Unit Owners, mortgagees, lessees, and occupants of Units and their successors and/or assigns and any other persons who may use the facilities of Condominium. The acceptance of a deed of conveyance or a mortgage or the entering into a land contract or lease or the act of occupancy of a Unit shall constitute an agreement that the provisions of the Declaration, the Articles of Incorporation, these By-Laws and any Rules and Regulations, and as they may be amended from time to time, are accepted, ratified, and that they will comply with them.

These By-Laws shall be deemed covenants running with the land and shall be binding on the Unit Owners, their heirs, administrators, personal representatives, successors and assigns.

ARTICLE II
Name, Address and Purpose

The name of the Corporation is Water Street Lofts Condominium Association, Inc., a Wisconsin nonstock, not for profit corporation ("**Association**"). The initial principal office of the Association shall be 200 S. Water Street, Milwaukee, Wisconsin 53204. The Association may have offices at such other places as the Board of Directors ("**Board**") of the Association may from time to time determine. The purpose of the Association is to govern the affairs of the Condominium as provided in the Act, subject to the terms and conditions of the Declaration for Water Street Lofts Condominium.

ARTICLE III Definitions

The terms used in these By-Laws shall have the same meaning as set forth in the Declaration, unless the context otherwise requires.

ARTICLE IV Members, Voting and Meetings

A. Membership and Voting Rights.

1. Membership. Each Unit Owner upon acquiring title to a Unit under terms of the Declaration shall automatically become a member of the Association and shall remain a member of the Association until such time as the ownership of such Unit ceases for any reason, at which time the membership in the Association shall automatically cease. Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon conveyance of that Unit. Membership in the Association may not be transferred, except in connection with the transfer of a Unit. Upon transfer of a Unit, the Association shall, as soon as possible thereafter, be given written notice of such transfer, including the name and current mailing address of the new Unit Owner, identification of the Unit, date of transfer, name of the person designated to vote, and any other information about the transfer which the Association may deem pertinent, and the Association shall make appropriate changes to the Membership Roster effective as of the date of transfer.

2. Voting Rights. There shall be one (1) vote in the Association for each Residential Unit owned by a member, including Residential Units owned by Declarant. If more than one (1) person holds title to a Residential Unit, the membership related to that Residential Unit shall be shared by such persons in the same proportionate interests and by the same type of tenancy in which the title to the Residential Unit is held; however, such persons shall designate one (1) person ("**Designated Voter**") to cast the vote appurtenant to that Residential Unit. Voting rights may not be split, and shared membership interests must be voted by the Designated Voter for the Residential Unit. A Parking Unit Owner who does not also own a Residential Unit shall not have any voting rights in the Association.

3. Membership Roster. Every Unit Owner shall furnish the Association with the name(s) of the Unit Owner and a current mailing address, the Unit number and the name of the Designated Voter for the Unit. No vote may be cast at meetings of the Association for any Residential Unit until such information is furnished by the Residential Unit Owner. The Association shall maintain a current Membership Roster showing the Unit Owner of each Unit, the Unit Owner's mailing address, and the Designated Voter where applicable. In the event a Unit Owner changes the Unit Owner's mailing address, the Unit Owner shall notify the Association in writing of such change. A Designated Voter may be changed by written notice delivered to the Secretary of the Association. Said written notice must be signed by a majority of the persons having ownership interest in the Residential Unit. In the event the Association files a Statement of Condominium Lien on a Unit for

failure to pay assessments or other expenses, the Unit Owner, and their Designated Voter if applicable, shall be prohibited from voting at any membership meeting unless and until the amount necessary to release that lien has been paid at the time of the membership meeting.

B. Quorum and Proxies for Members' Meetings. A quorum for members' meetings shall exist if more than fifty percent (50%) of the Residential Units are represented at the meeting, in person or by proxy. Votes may be cast in person or by proxy in accordance with designations in the Membership Roster. Except as otherwise provided herein, the act of a majority of votes present in person or by proxy at any meeting at which a quorum is present shall be an act of the members. Proxies shall be valid only for a maximum period of one hundred eighty (180) days following issuance of same, unless sooner revoked, and must be filed with the Association at least twenty-four (24) hours before the appointed time of the meeting. If any meeting of members cannot be organized because a quorum is not present, a majority of the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed.

C. Time, Place, Notice, and Calling of Members' Meetings. Written notices of all meetings, annual and special, stating the time and place within the State of Wisconsin, and the purpose for which the meeting is called shall be given by the President or Secretary of the Association (unless waived in writing by all members) to each member at the member's address as it appears on the Membership Roster of the Association and shall be mailed or personally delivered not less than ten (10) days prior to the date of the meeting. Notice of meetings may be waived before or after meetings. Meetings shall be held at such time and place as may be designated by the Board of Directors, within the State of Wisconsin.

D. Annual and Special Meetings. The annual meeting shall be held on the third (3rd) Tuesday of January each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members. Special meetings of the members shall be held whenever called by the President or any two (2) members of the Board of Directors and must be called by such officer upon receipt of a written request signed by members with one-third (1/3) or more of all votes entitled to be cast. No business shall be transacted at a special meeting except as stated in the notice unless consented to by four-fifths (4/5) of the members present at such meeting, either in person or by proxy.

E. Method of Conducting Meetings. All membership meetings will be conducted in accordance with the then current edition of Robert's Rules of Order. The President shall preside at all membership meetings and the Secretary shall record the resolutions passed at such meetings. Two (2) non-board members appointed by the President shall count the votes at membership meetings. The order of business at all meetings of the Association shall be as follows:

1. Roll call.

2. Proof of notice of meeting or waiver of notice.
3. Reading of minutes of preceding meeting.
4. Reports of officers.
5. Reports of committees.
6. Election of directors (when applicable).
7. Unfinished business.
8. New Business (Annual meetings only; unless consented to at Special meeting).

ARTICLE V

Board of Directors

A. Initial Board of Directors. The initial Board of Directors shall consist of three (3) persons, appointed by Declarant from time to time, who need not be members of the Association, to serve until control of the Association passes to the Unit Owners pursuant to the terms of the Declaration and these By-Laws.

B. Unit Owners Interim Election of Directors. Notwithstanding the foregoing, prior to the conveyance of 25% of the Common Elements by the Declarant to purchasers, a special meeting of the Association shall be called, at which time Residential Unit Owners other than Declarant shall elect at least 25% of the Board of Directors, and prior to the conveyance of 50% of the Common Elements by the Declarant to purchasers, an Association meeting shall be held and the Residential Unit Owners other than Declarant shall elect at least 33-1/3% of the Board of Directors.

C. Number and Qualifications of Directors. After control of the Association passes to the Unit Owners pursuant to the terms of the Declaration, the Board of Directors shall consist of three (3) persons, to be classified with respect to the terms for which they severally hold office as set forth in paragraph E below. Each Director shall be a member of the Association; or, in the event that such member of the Association is not a natural person, the appointee of such member of the Association. Not more than one of the Directors may be a non- Residential Unit Owner.

D. Powers and Duties of the Board of Directors. The affairs of the Association, including management and operation of the Condominium property, shall be governed by the Board of Directors. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised in accordance with the provisions of the Declaration, the Articles of Incorporation and these By-Laws. The Board of Directors may, to the extent it deems advisable, contract for management services or a managing agent with respect to the administration and operation of the Condominium. However, any such contract shall include a provision that the contract may be terminated by the Association, without penalty, upon sixty (60) days prior written notice at any time after the Declarant's right to control the Association terminates as provided in Article VII of these By-Laws. The Board of Directors may hire such other personnel as it shall determine for the proper operation of the Condominium. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, the Articles of Incorporation and these By-Laws.

The Board of Directors may borrow money for and on behalf of the Association as it deems advisable and necessary for the operation of the Association and may pledge, mortgage or grant security interests in the assets of the Association or Condominium; provided, however, that the Board of Directors may not borrow, and may not pledge, mortgage or grant a security interest in the Common Elements or Limited Common Elements without the prior approval of a majority of the members of the Association given at a regular or special meeting of the members. The Board of Directors may acquire and convey property, both real and personal, tangible and intangible, of any kind or nature for and on behalf of the Association as it deems advisable and necessary for the operation of the Association. All such property shall be titled in the name of the Association. The Board of Directors may not acquire or convey property with a cost of more than One Thousand Dollars (\$1,000.00) without the prior approval of a majority of the members of the Association given at a regular or special meeting of the members.

E. Election and Terms of Directors. Not later than forty-five (45) days after Declarant relinquishes control of the Association, the members shall hold a meeting and elect three (3) directors to hold office until the next annual meeting of the members of the Association. At the first annual meeting of the Association after control passes to the Unit Owners, the members shall elect three (3) directors to be classified with respect to the terms for which they hold office as follows:

One (1) director whose terms will expire after one (1) year (at the next future annual meeting of the Association).

One (1) director whose term will expire after two (2) years (at the second future annual meeting of the Association).

One (1) director whose term will expire after three (3) years (at the third future annual meeting of the Association).

The successors to the directors whose terms expire as set forth shall be elected to hold office for a term of three (3) years or until their successors are duly elected and qualified or until any of said directors shall have been removed in the manner hereinafter provided, so that the term of one director shall expire in each year.

F. Vacancies on Board. Vacancies on the Board of Directors caused by any reason other than removal of a director by a vote of the members shall be filled by a vote of the majority of the remaining directors, even though they may constitute less than a quorum. Each person so elected shall be a director until a successor is elected at the next annual meeting of the members at which that class of directors is to be elected.

G. Removal of Directors. At any regular or special meeting duly called, any one or more of the directors may be removed with or without cause by a majority of the votes of the members present or represented at such meeting providing a quorum is in

attendance, and a successor may then and there be elected to fill the vacancy thus created.

H. Initial Directors Meeting. The first meeting of a Board, after one or more Directors have been newly elected, shall be held within ten (10) days of such election at such place as shall be fixed by the Directors at the meeting at which such Directors were newly elected. No notice shall be necessary to the newly elected Directors in order to legally constitute such meeting, providing a majority of the whole Board shall be present.

I. Regular Meetings and Notice. A regular annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members. Notice of the regular annual meeting of the Board of Directors shall not be required.

J. Special Meetings and Notice. Special meetings of the Board of Directors may be called by the President or by two (2) directors on three (3) days prior written notice to each director, given personally or by regular mail, which notice shall state the time, place and purpose of the meeting.

K. Waiver of Notice. Before, at or after any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver by such director of notice of the time and place thereof. If all of the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

L. Quorum of Directors - Adjournments. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business and the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time without further notice. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

M. Liability of Directors. No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by him or her as a director of the Association, if such person (a) exercised and used the same degree of care and skill as a prudent person would have exercised or used under the circumstances in the conduct of his or her own affairs or, (b) took or omitted to take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by an officer or employees of the Association which he or she had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he or she may be entitled as a matter of law. The Board of Directors may provide directors' liability insurance in such amounts and with

such coverage as may be determined by the Board of Directors to be necessary or advisable from time to time.

N. Compensation. No director of the Association shall receive any fee or other compensation for services to the Association except by specific resolution of the membership.

ARTICLE VI

Officers

A. Designation, Election and Removal. The principal officers of the Association shall be a President, Vice-President, Secretary and Treasurer, to be elected annually by the Board of Directors. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his or her successor shall be elected at the regular meeting of the Board of Directors, or at any special meeting called for that purpose. Any two or more offices, except a combination of the offices of President and Secretary and a combination of the offices of President and Vice-President, may be held by the same person.

B. President. The President shall be selected from among the members of the Board of Directors and shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Board of Directors. He or she shall have all the general powers and duties which are usually vested in the office of the President, including, but not limited to, the power to sign, together with any other officer designated by the Board, any contracts, checks, drafts or other instruments on behalf of the Association in accordance with the provisions herein. The President shall also perform such duties and have such authority as are delegated by the Board of Directors.

C. Vice-President. The Vice-President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act. If both the President and the Vice-President are unable to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him or her by the Board of Directors.

D. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association; keep and maintain the Membership Roster; have charge of the Association's books and records; and shall, in general, perform all duties incident to the office of the Secretary.

E. Treasurer. The Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. He or she shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also be responsible

for the billing and collection of all common and special charges and assessments made by the Association.

F. Liability of Officers. No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by him or her as an officer of the Association, if such person (a) exercised and used the same degree of care and skill as a prudent person would have exercised or used under the circumstances in the conduct of his or her own affairs or, (b) took or omitted to take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by an officer or employees of the Association which he or she had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he or she may be entitled as a matter of law. The Board of Directors may provide officers' liability insurance in such amounts and with such coverage as may be determined by the Board of Directors to be necessary or advisable from time to time.

G. Compensation. No officer of the Association shall receive any fee or other compensation for services to the Association except by specific resolution of the membership.

ARTICLE VII Declarant Control

Notwithstanding any other provisions contained in these By-Laws, Declarant, its successors and assigns, shall have the right to appoint and remove the members of the Board of Directors and the officers of the Association and to amend the By-Laws or rules and regulations of the Association until the earlier of: (a) three (3) years from the date of the first conveyance of a Unit by Declarant to any person other than Declarant; (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Elements to purchasers by Declarant; or, (c) such earlier time as may be determined by Declarant, subject in each case to the provisions of the Act. Each owner of a Unit in the Condominium shall be deemed, by acceptance of the deed to a Unit, to agree, approve and consent to the rights of Declarant to so control the Association.

ARTICLE VIII Operations of the Property

A. The Association. The Association, acting through the Board of Directors, shall be responsible for administration, maintenance, management and operation of the Condominium property, in accordance with the Act, the Declaration, the Articles of Incorporation and these By-Laws.

B. Rules and Regulations. The Association, through the Board of Directors, may from time to time adopt rules and regulations governing the operation, maintenance and use of the Units and the Common Elements and facilities by the Unit Owners and occupants. Such Rules and Regulations of the Association shall be consistent with the terms of the Declaration or the contracts, documents and easements

referred to in the Declaration and shall be designed to prevent unreasonable interference with the use of the respective Units and the Common Elements and facilities by persons entitled thereto. The Association members, their lessees or guests, and any occupants of the Units shall conform to and abide by all such Rules and Regulations. A violation of any such Rules or Regulations shall constitute a violation of the Declaration and these By-Laws. The Rules and Regulations may be adopted, altered and amended or repealed by either the members of the Association or the Board of Directors, in each case by an affirmative vote of sixty-seven percent (67%) or more of the votes present or represented at a meeting at which a quorum is in attendance, provided that no rule or regulation adopted by the members shall be amended or repealed by the Board of Directors if the rule or regulation so adopted so provides. The Association through its Board of Directors shall designate such means of enforcement as it deems necessary and appropriate including fines, penalties and/or special assessments ("fines"). Any such fines shall be deemed liquidated damages for breach of the Rules and Regulations of the Association which are accepted by Unit Owners upon becoming members of the Association. Any such fines shall be deemed to be assessments in the same manner as common expenses.

C. Common Expenses. The Board of Directors shall determine the common expenses of the Association and shall prepare an annual operating budget for the Association in order to determine the amount of the common charges payable by each Unit to meet the estimated common expenses of the Association for the ensuing year. A portion of the general annual assessment may be allocated to and assessed among Unit Owners owning boat slip rights. Except for any portion related to any separate assessments for boat slips, the amounts required by such budget shall be assessed and charged against the Units and allocated among the members of the Association according to their respective percentages of ownership in the Common Elements of the Condominium as set forth in the Declaration. The portion of the general annual assessment related to boat slip rights may be charged on a per slip basis. The common charges shall be prorated and paid monthly to the Association on or before the first (1st) day of each month. If not paid on or before the due date, the charges shall bear interest at the rate of twelve percent (12%) per annum until paid in full. All assessments until paid, plus all accrued interest and actual costs of collection, including actual attorney's fees, shall constitute a lien on the Units on which they are assessed.

D. Operating Budget. The annual operating budget shall provide for two (2) funds, one of which shall be designated the "operating fund" and the other the "reserve fund". The operating fund shall be used for all common expenses which occur with greater than annual frequency, such as amounts required for the cost of maintenance of the Common Elements and Limited Common Elements, management services, insurance, common services, administration, materials and supplies. The reserve fund shall be used for contingencies and periodic expenses such as painting or renovation. In the event the Association incurs extraordinary expenditures not originally included in the annual budget, then such sums as may be required in addition to the operating fund shall be first charged against the reserve fund. In the event that both funds prove inadequate to meet the necessary common expenses, the directors may levy a further assessment equally against each Unit Owner in proportion to their percentage interests in the Common Elements,

unless such special assessment relates to Limited Common Elements, in which case the special assessment may be prorated and allocated to the Unit Owners of the Units to which the affected Limited Common Elements are assigned or appurtenant..

E. Reserve Fund. The reserve fund may also be used to discharge mechanics liens or other encumbrances levied against the Condominium or against each Unit, if resulting from action by the Association. The Unit Owner or Owner's responsibility for any lien that is paid by the Association but not the obligation of the Association shall be specially assessed for the full amount thereof. The directors may also use the reserve fund for the maintenance and repair of any Unit if such maintenance and repair, although the obligation of the Unit Owner, is necessary to protect the Condominium. The full amount of the cost of any such maintenance or repair shall be specially assessed to the Unit Owner responsible therefore.

F. Annual Budget - Preparation and Review. The annual budget shall be prepared and determined by December 10 of each calendar year. The Board of Directors shall advise all members of the Association in writing of the amount of common charges payable on behalf of each Unit by the date of the annual members' meeting and shall furnish copies of the budget on which such common charges are based to each member. If within fifteen (15) days after the annual membership meeting a petition is presented to the Board of Directors protesting such charges or the budget upon which they are based, and the petition is signed by members representing more than fifty percent (50%) of the membership entitled to vote, then the directors shall notify all members of the meeting called for the sole purpose of reviewing such charges or budget. At such meetings, the vote of more than fifty percent (50%) of the membership entitled to vote may revise the budget and charges and such revised budget and corresponding charges shall replace for all purposes the ones previously established; provided, however, that the annual budget and charges (except contributions to the reserve fund) may not be revised downward to a point lower than the average total budget for the preceding two (2) years. If a budget and charges have not been established and made for any two (2) preceding years, then the annual budget and charges (except contributions to the reserve fund) may not be revised downward until two (2) years of experience exist.

G. Defaults and Liens. If a member of the Association is in default in the payment of any charges, expenses, assessments, and/or fines, ("**assessments**") for a period of more than thirty (30) days ("**delinquent**"), the Association may accelerate the entire amount of the annual common charges and any other assessments remaining unpaid with respect to such delinquent member and the member's Unit for purposes of collection and/or enforcement of the lien against the Unit for all such unpaid charges. All assessments until paid plus all accrued interest and actual costs of collection, including but not limited to actual attorney's fees incurred in connection with such collection, shall constitute a lien on the Units on which they are assessed if a Statement of Condominium Lien as provided in the Act is filed in the land records of the Clerk of the Circuit Court of Milwaukee County, Wisconsin within two (2) years after the assessment becomes due. If a member of the Association is delinquent, the member, the member's family, lessees and guests may be prohibited from using the recreational facilities located on the Common Elements until all delinquent assessments have been paid. All matters concerning

collection of assessments shall be administered by the Board of Directors. If any member of the Board of Directors is delinquent, the delinquent member shall not be allowed to vote on any matters concerning the collection of such delinquent assessments. If the number of delinquent members of the Board of Directors is such that the remaining members do not constitute a quorum for purposes of taking any collection action, the non-delinquent member(s) shall be able to take any action deemed advisable even though such member(s) may constitute less than a quorum. In addition to any other action authorized for collection of assessments as provided in the Act, any member of the Board of Directors who is delinquent may be removed from office by a vote of a majority of the non-delinquent member(s) of the Board of Directors even though such member(s) constitute less than a quorum.

ARTICLE IX

Repairs and Maintenance

A. Individual Units. Each Unit Owner, at such Unit Owner's sole expense, shall be responsible for keeping the interior of such Unit Owner's Unit and all of its equipment and fixtures in good, clean and attractive condition, order and repair, and shall be responsible for interior decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of the Unit Owner's Unit. Each Unit Owner must perform properly or cause to be performed all maintenance and repair work within such Unit Owner's Unit which, if omitted, would affect other Unit Owners and such Unit Owner shall be personally liable to the Association or to other Unit Owners, as the case may be, for any damages caused by such Unit Owner's failure to do so. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the Unit in good repair, each Unit Owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, doors and windows (including washing and replacement of broken glass), screens and screening, lighting fixtures, refrigerators, ranges, microwave ovens, heating and air conditioning equipment, including appurtenant compressor and equipment, dishwashers, disposals, laundry equipment such as washers and dryers, interior electrical wiring and fixtures, doorbells or other fixtures and equipment which may be in, or connect with, the Unit or the Limited Common Elements appurtenant to such Unit Owner's Unit. A Unit Owner may not change the exterior appearance of a Unit or of any other portions of the Condominium without the permission of the Board of Directors.

B. Common Elements and Facilities and Limited Common Elements. The Association shall be responsible for the management and control of the Common Elements and facilities and Limited Common Elements and shall cause the same to be kept in good, clean and attractive condition, order and repair, except to the extent Unit Owners are responsible for the routine cleaning of Limited Common Elements as provided in paragraph C below. All expenses of such maintenance shall be a common expense of the Association except for any expenses related to Limited Common Elements, in which case such expenses shall be allocated and charged to the Unit Owners of the Units to which the affected Limited Common Elements are appurtenant or assigned.

C. Unit Owner's Responsibility as to Limited Common Elements. Each Unit Owner shall, at the Unit Owner's sole expense, be responsible for the routine cleaning of the Limited Common Elements appurtenant or assigned to such Unit Owner's Unit. No objects or structures, other than movable furniture or decorative pieces, shall be placed upon the Limited Common Elements without the prior written consent of the Board of Directors of the Association. Each Unit Owner shall have the right to decorate the Limited Common Area appurtenant exclusively to such Unit Owner's Unit in a nonstructural manner provided that decorations which are visible to other Units or to the public shall have the prior written approval of the Board of Directors.

D. Disputes. In the event of any dispute between two or more Unit Owners including, but not limited to, use or maintenance of a Common Element or Limited Common Element, such dispute shall be submitted to the Board of Directors of the Association and the determination of a majority of the Board shall be final and binding upon such Owners.

E. Association Services. The Association may provide any service or maintenance requested by a Unit Owner with respect to individual Units or Limited Common Elements that the Association is able and willing to provide or perform and shall specially assess such requesting owner therefore.

ARTICLE X

Duties and Obligations of Unit Owners

A. General. The Units, and the Common Elements and facilities and Limited Common Elements, shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these By-Laws and any Rules and Regulations of the Association adopted by the Board of Directors.

B. Initial Rules and Regulations. The initial Rules and Regulations of the Association are as follows:

1. Use of Residential Units. No Unit Owner shall occupy or use a Residential Unit or the Limited Common Elements appurtenant thereto, or permit the same or any part thereto to be occupied or used for any purpose other than as a private residence for the Unit Owner, the Unit Owner's family or the Unit Owner's lessees or guests and (but not or) for such additional non-residential uses as are permitted under the Declaration and the laws, ordinances and regulations of the City of Milwaukee, Milwaukee County, State of Wisconsin and the Wisconsin Department of Natural Resources.

2. Use of "Live/Work" and Parking Units. No Unit Owner shall occupy or use a non-"live/work" Unit or the Limited Common Elements appurtenant thereto, or a Parking Unit, or permit the same or any part thereto to be occupied or used for any purpose other than as permitted under the Declaration and the laws, ordinances and regulations of the City of Milwaukee, Milwaukee County and the State of Wisconsin.

3. Wiring. No radio, C.B., television, satellite dish or other antenna or any wiring for any purpose may be installed on the exterior of the Building, except that necessary for common service to members and/or with Association prior written approval. The Association may grant approval upon such terms and conditions it deems appropriate. Such approval may be withheld by the Association arbitrarily.

4. Signs. Except for sales signs placed by Declarant, no sign, advertisement, notice or other lettering that is visible from outside the Unit shall be exhibited, inscribed, painted or affixed by any Unit Owner on any part of the outside or inside of the Units or Building without the prior written consent of the Association. The Association may consent upon such terms and conditions it deems appropriate. Such consent may be withheld by the Association arbitrarily.

5. Obstruction. The hallways, stairs, sidewalks, entrances and any other walkways or passageways must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the Units and the Building. All Common Elements shall be used only for their intended purposes. No article belonging to Unit Owners shall be kept in or on the Common Elements except as otherwise provided with respect to Limited Common Elements and such areas shall at all times be kept free of obstruction.

6. Wash Lines. No wash lines of any kind will be maintained outside a Unit.

7. Window Coverings. The exterior face of all window coverings, whether fabric or other material, must be of a color and type approved in writing by the Association in order to maintain uniformity of appearance from the outside of the Building. This includes, but is not limited to, drapes, curtains, blinds, or shades.

8. Garbage. Garbage shall be separated for purposes of recycling and deposited in the appropriate containers supplied by the Association in the areas designated by the Association for that purpose.

9. Grills. Every Unit Owner who uses an outdoor grilling equipment on their balcony or the roof deck area is required to have a fire extinguisher located on or near the grilling equipment. Near shall be defined as within ten (10) feet of the equipment when said equipment is used. Unit Owners shall operate grilling equipment in a safe and responsible manner thereby controlling the fire, smoke and odors so as not to disturb their neighbors or to create a fire hazard. The Association reserves the right to further limit, restrict or eliminate the use of grilling equipment in the future.

10. Pets. No dogs shall be permitted other than one (1) dog under 50 pounds owned by a Unit Owner at the time of the purchase of a Unit from Declarant or a subsequent Unit Owner, which shall not be replaced if such dog dies or is lost. Dogs and cats shall be the only animals kept in any Unit. No dog or cat shall be permitted outside a Unit unless on a leash and within the control of a person. Owners are responsible for the behavior of their pets and their handlers.

11. Rooftop and Recreation Facilities. The rooftop and recreation facilities are governed by the following regulations:

- a. The Association reserves the right to open or close such areas at any time, in its sole discretion.
- b. The hours of use of such areas shall be as established by the Association.
- c. Unit Owners will be held responsible for all actions of their guests and their children.
- d. No abusive or profane language or breach of the peace will be tolerated.
- e. No pets are allowed in these areas.
- f. Children under ten (10) years of age must be accompanied by an adult or responsible party fourteen (14) years of age or older.

12. Disturbances. No Unit Owner may make or permit any disturbing noises in the Building whether made by the Unit Owner or the Unit Owner's family, friends, servants, or pets, or permit anything to be done by such persons that will interfere with the rights, comforts and conveniences of other Unit Owners.

13. Children. The activities and behavior of all children when upon the Condominium property shall be regulated by an adult, including physical supervision where necessary. The Board of Directors, or their designated representatives, shall, at all times, have the authority to reasonably require that the Unit Owner, lessee, guest, or other adult who is responsible for a particular child, remove him or her from any Common Element if the child's conduct is such that they believe this action is necessary for safety or to preserve the rights, comforts and convenience of other Unit Owners.

14. Leasing. The rental or lease of a Unit shall be for a period not less than one hundred eighty (180) days. All lessees must be registered with the Association or its agent. All leases must be in writing, have a copy of By-Laws and Rules and Regulations of the Association attached and contain a provision that the Lessee shall abide by the Declaration, By-Laws and Rules and Regulations of the Association as they exist and may be amended from time to time. Any Unit Owner leasing the Unit shall be responsible for all costs, including attorney's fees and disbursements of the Association, in enforcing the Declaration, By-Laws and Rules and Regulations against any Lessee. Any lease shall prohibit subletting or assignment by Lessee. To prevent the overcrowding and/or overuse of the rooftop and recreational facilities of the Condominium, leases shall convey all of the interest of the Unit Owner in the Unit, Common Elements and Limited Common Elements during the term of the lease. No rooms in any Unit may be rented and no transient tenants may be accommodated.

15. Increase of Insurance Rates. Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof which would increase the rate of insurance on the premises or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit, or other validly imposed requirement of any government body. No damage to, or waste of, the Common Elements or any part thereof shall be committed by any Unit Owner or any invitee of any Unit Owner, and each Unit Owner shall indemnify and hold the Association and the other Unit Owners harmless against all loss resulting from such damage or waste caused by a Unit Owner or a Unit Owner's family, guests, invitees or lessees to the Association or the other Unit Owners.

16. Fire Protection. Smoke alarms shall be maintained in such areas of each Unit as may be directed by local ordinance or the Rules and Regulations of the Association and Unit Owners shall not store flammable liquids in any area of the Unit or Common Elements.

17. Noxious Activity. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Elements or in the Limited Common Elements as may become any annoyance or nuisance (including the use of audio equipment, musical instruments, televisions, or radios at such time or in such volumes of sound as to be objectionable) to any other Unit Owner or to any other person at any time lawfully occupying any Unit.

C. Conflict. The above Rules and Regulations and those which may be hereafter adopted by the Association are in addition to the Declaration and contracts, declarations and easements set forth in the Declaration and, in the event of a conflict, the Declaration and the contracts, declarations and easements set forth and referenced therein shall govern.

D. Enforcement of Rules. Any violation of these Rules and Regulations are to be reported promptly in writing to the Board of Directors.

1. Fines. A violation of any of the Rules and Regulations of the Association, as passed by the Board of Directors, may result in a fine being assessed against the Unit Owner and/or the Unit Owner's lessees, up to a maximum fine of \$500.00 for each separate violation. The fines shall be determined by the Board of Directors of the Association. Notification of the imposition of any fine shall be made by certified mail to the party involved. In the event of an imposition of a fine, the Unit Owner and/or lessee against whom the fine has been assessed, may petition the Board of Directors of the Association, on or before the date of the next regularly scheduled meeting of the Board of Directors, for the removal of, or the reduction of, the fine, and that Unit Owner or lessee may present evidence at that time to the Board of Directors. After the evidence has been presented, the Board of Directors shall make a final determination in the matter, and any fine so determined, shall be due and payable within thirty (30) days of the date of that meeting. In the event that the Unit Owner

and/or lessees do not petition the Board of Directors, as required under this paragraph, the fine, as assessed by the Board of Directors, shall be due and payable within ten (10) days of the date of the notification to the party involved, as required by this paragraph. Any fine under this paragraph shall be a lien against the Unit in which the party fined has an interest. Any fine under this paragraph shall be collectible by the Association in the same manner and under the same terms as any assessments against Units pursuant to Article VIII of the By-Laws of the Association. The Board of Directors may fine Unit Owners and/or lessees under this paragraph for violation of the Declaration, Articles of Incorporation, By-Laws, and/or Rules and Regulations of the Association.

2. Use Restrictions. In addition to imposing a money penalty, the Board of Directors may exclude any person from the use of the rooftop or recreation facilities. Where any person not a permanent resident in the Condominium creates any disturbance or grounds for belief exist that such person may create a disturbance or commit an act of vandalism, such guest or person may be excluded from the Building or the common areas. Unit Owners or their lessee shall take all necessary action to immediately assist in such removal and/or exclusion. The Board of Directors shall have full authority to impose any sanctions necessary or appropriate to assure compliance with this rule. When it is not possible for a majority of the Board of Directors to convene, any director may issue any order necessary on behalf of the Board and such order shall be the order of the Board until such time as the Board shall act in the matter.

3. Board of Directors' Orders. Failure to obey such an order shall be deemed a violation of these rules and subject Unit Owner or lessee to the penalties and sanctions herein provided for. In all cases affecting the common areas, the Board of Directors shall have broad authority to take effective action and such authority shall extend to any and all situations irrespective of whether a specific rule exists to cover such situation. In all such cases, all residents shall be required to obey an order of the Board of Directors or any order issued by a director until the Board of Directors shall act further in the matter. In any case where an order is issued by any on director, the right of appeal to the full Board of Directors shall exist but such order shall be obeyed until the matter can be heard by the full Board of Directors. The Board of Directors shall conduct a hearing on the matter as soon as is practical.

4. Waiver or Variance. A variance or waiver of any rule, due to special or extraordinary circumstance, may be granted by the Board of Directors upon written request by a Unit Owner. Such variance or waiver shall be granted in writing and may be revoked by sixty-seven percent (67%) of the Unit Owners at any special or general meeting.

5. Violations subject to Penalty. Each separate occurrence or each day that any of these rules are violated shall subject the violator to the penalty or penalties prescribed in these rules. In the event any Unit Owner or lessee is duly notified to appear at a meeting of the Board of Directors on a complaint for the allege infraction of any rule or rules, such failure to appear may be deemed by the Board of Directors may proceed to assess an appropriate penalty or take other appropriate action.

6. Collection of Fines. All penalties or other fees assessed by the Board of Directors on these rules shall be deemed to be fees for the maintenance of the common areas and collectible in the same manner as monthly maintenance fees are collected. In the event such fees are not paid in thirty (30) days, the amount assessed shall be a lien on the property interest of the owner which lien may be collected or foreclosed. The collection procedures herein provided for are in addition to all others provided for by law.

ARTICLE XI

General

A. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December in each year unless a different fiscal year is elected on the first annual tax return filed by the Association.

B. Address. The mailing address of the Association shall be c/o Bieck Management, Inc., 5205 N. Ironwood Road, Glendale, Wisconsin 53217 until such time as a new mailing address may be designated by the Association. The Association may have other offices at such other places as the Board of Directors may from time to time determine.

C. Seal. The Association shall have no corporate seal.

ARTICLE XII

Amendments

A. By Members. These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the members at any meeting called for such purpose by the affirmative vote of Unit Owners having sixty-seven percent (67%) or more of the votes in the Association. No such alteration, amendment, repeal or adoption (unless merely technical or clarifying in nature) shall be effective unless the Association has received the written consent to such action from at least fifty-one percent (51%) of the eligible mortgagees of Units in the Condominium. An eligible mortgagee is a first mortgage holder who has filed a written request with the Association that such mortgagee be notified in advance, along with the Unit Owners, of any such proposed actions requiring the consent of Unit Owners. Each eligible mortgagee shall be entitled to one (1) vote for each Unit on which it holds a mortgage.

B. Rights of Declarant. No amendment of these By-Laws shall alter or abrogate the rights of Declarant as contained in these By-Laws.

ARTICLE XIII

Miscellaneous

A. Record of Ownership. Every Unit Owner shall promptly cause to be duly recorded on files of record, the deed, lease, assignment or other conveyance to the Unit Owner of such Unit or other evidence of the title thereto and shall file such lease with, and

present such other evidence of the Owner's title to the Board of Directors and the Secretary shall maintain all such information in the Membership Roster of Association.

B. Mortgages. Any Unit Owner who mortgages such Unit Owner's Unit or any interest therein shall notify the Association of the name and address of such Unit Owner's mortgagee, and also of any release of such mortgage, and the Association shall maintain all such information in the Membership Roster of the Association.

C. Indemnity of Officers, Directors and Employees. Every person who is or was a director or an officer of the Association (together with the heirs, executors and administrators of such person) shall be indemnified by the Association against all loss, costs, damages and expenses (including reasonable attorneys' fees) asserted against, incurred by or imposed upon him or her in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which he or she is made or threatened to be made a party by reason of he or she being or having been such director or officer, except as to matters as to which he or she shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his or her duty as such director or officer in relation to the matter involved. The Association, by its Board of Directors, may indemnify in like manner, or with any limitations, any employee or former employee of the Association with respect to any action taken or not taken in his or her capacity as such employee. The foregoing rights of indemnification shall be in addition to all rights to which officers, directors or employees may be entitled as a matter of law. All liability, loss, damage, costs and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing in this Article shall be deemed to obligate the Association to indemnify any member or owner of a Unit who is or has been an employee, director or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him or her under and by virtue of the Declaration, the Act, the Articles and By-Laws of the Association, as a member of the Association or owner of a Unit.

D. Subordination. These By-Laws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Act, which shall control in case of any conflict. All terms herein (except where the context shall clearly indicate otherwise) shall have the same meanings as in the Declaration or the Act.

E. Interpretation. In case any provision, in whole or in part, of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these By-Laws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the Unit Owners.

F. Discrimination Prohibited. No bylaw or rule adopted under a bylaw and no covenant, condition or restriction set forth in the Declaration or the deed or other conveyance instrument to a Unit may be applied to discriminate against an individual based upon his or her sex, race, color, sexual orientation, disability, religion, national origin, marital status, family status, lawful source of income, age, ancestry or as otherwise described in s. 106.50 of the Wisconsin Statutes.

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WATER STREET LOFTS CONDOMINIUMS

VII Rental of Condominium Units – Adopted November 18, 2008

Pertaining to Sections 7.1 of the Rules and Regulations, the following rules and regulations apply to the rental of any unit within the Water Street Lofts Condominium community. It was adopted on November 18, 2008 under Section 7, Paragraph 7.1 and will remain in effect until changed, amended or modified in accordance with proper procedures.

7.1 All leases for rental of condominium units shall be for a period of one year or longer, in writing utilizing the standard Water Street Lofts Condominium Lease Agreement available from the Board of Directors or its authorized agent or the Wisconsin standard form lease agreement. Any revision of this form shall be submitted to the Board of Directors for approval allowing 30 days for such approval to be granted.

7.2 All leases must be submitted by the unit owner to the Board of Directors or its authorized agent with a credit check and background check for approval prior to occupancy by the tenant and such approval shall not be unreasonably withheld.

7.3 The lease shall include a provision that the tenant acknowledges receipt of and agrees to abide by the Declaration, By-Laws and Regulations of the Association.

7.4 In order to preserve the high standards of maintenance and care and the other benefits arising from owner occupancy of units, including low turnover of occupants, no unit may be occupied by solely non-owner occupants during the one year period immediately following a transfer of ownership of said unit. The Board of Directors shall upon receipt of a written request waive the foregoing prohibition if the Board of Directors determines that the non-owner occupancy is being sought by reason of a sufficiently significant unforeseeable event which occurred within the twelve month period, such as the death of an owner of the unit. Any written request for a waiver shall be deemed denied if not granted in writing within thirty days after receipt by the Board of Directors.

7.5 With respect to any new occupancy of units, the unit owner completely relinquishes to the new occupants for the period of their occupancy the privileges which unit ownership would otherwise have a right to exercise with respect to all common areas, limited common areas and parking areas. With respect to any new occupancy of a unit by non-owner occupants, the conduct of non-owner occupants and their guests in accordance with the Declaration and By-Laws shall be the responsibility of the unit owner; furthermore, the unit owner shall be financially responsible for the payment of any costs and attorney fees incurred by the Association in enforcing the provisions of the Declaration and By-Laws against any non-owner occupants and their guests.

7.6 The lease shall contain a provision that upon occupancy the tenant is to immediately provide the Board of Directors or its authorized agent the tenant's telephone number. The lease is also to contain the address and telephone number of the owner.

7.7 With respect to any new occupancy of the unit by solely non-owner occupants, the owner must pay to and maintain with the Association a rental deposit account in an amount equal to ten times the monthly assessment for common charges for said unit as established from time to time by the Board of Directors. Said rental deposit account may be used by the Association to pay the following:

7.7.1 The cost to the Association, including reasonable Attorney fees, to enforce the provisions of Section 10, Paragraph 14 of the By-Laws against the non-owner occupants and their guests.

7.7.2 The cost of repair of any damages for which the unit owner is responsible under Section 10 above.

7.7.3 Any delinquent charges for annual and special assessments, late fees, and/or cost of collection of same imposed pursuant to the Declaration and By-Laws with respect to such unit.

In the event the rental deposit account, or any portion thereof, is used to pay any of the costs described in Sections 7.7.1 – 7.7.3 above, the unit owner shall reimburse to the Association the amount paid. Said reimbursement shall be made within ten calendar days following the Association's mailing to the unit owner a notice of the amount to be reimbursed. In the event any solely non-owner occupancy of a unit terminates, the rental deposit account balance with respect to said unit shall be refunded to the unit owner within twenty-one calendar days following the Association's receipt of written notification of such termination.

7.8 Any lease in effect prior to November 18, 2008 shall be exempt from compliance with this Rule. Any lease agreement made on or after November 18, 2008 must be in compliance with all parts of this By-Law.

WATER STREET LOFTS
MOVING RULE

September 30, 2008

RE: Move-in or Move out by owners.

As of October 20th, 2008 Board Meeting the Board officially notifies all owners there will be a \$50.00 penalty in addition to damage assessments imposed against any owner who fails to follow these rules.

Moving Rule: Prior to each owner move-in or move-out the Board (through the managing Agent) shall receive not less than ten days prior notification of date of the move from the owner. The Board will ask a Board member or the managing agent, to inspect the common areas just prior to and immediately after the move. The inspection is to include but not be limited to, light fixtures, lawn and asphalt. This inspection will be with the owner present and all damages will be noted in writing and signed by both parties. Normal wear and tear is not the responsibility of the owner and will be so noted on the inspection sheet. All damages that occur are the responsibility of the owner, not the mover. The Board will repair all damages incurred as noted on the inspection sheet after presenting (2) two estimates in writing to the responsible owner. Arrangements must be made to properly dispose of all personal items so as not to cause unsightly overflow. Any cost to remove waste overflow will be the expense of the owner. This procedure is to be followed with each move.

Damage Rule: Failure to give prior notification as above; may result in a \$50.00 penalty, lien action against the owners unit and action in Small Claims Court if necessary. All legal expenses to recover damages and penalties will become a legal obligation of the responsible owner.

Escrow Rule: Effective 2006 all owners who are selling their units will be required to place \$300.00 in escrow with Water Street Lofts Condominiums. This escrow amount will be retained until after the owner has moved out and will be applied toward any damage to the common areas or equipment caused by the owner or their movers, and waste removal costs. If no damage is found at the inspection performed as described in the moving rule above, this escrow will be promptly returned to the move-out owner at his then current mailing address.

The Board or Managing Agent will not issue any evidence of clear title for purposes of closing a sale on a unit unless they have received the \$300.00 escrow deposit from the owner/seller or such deposit is provided for in the closing documents.

Revised Collection Policy – Water Street Lofts Condominium Association
Resolution for Collection Policy

Association fees are considered to be an annual assessment to be paid monthly by the 1st of each month (based on a fiscal year beginning January 1st). When dealing with delinquent accounts, the Board feels it is in the Association's best interest to refer delinquent accounts promptly to an attorney for collection so as to minimize the Association's loss of assessment revenue.

Pursuant to the Bylaws, the Association, through the Board of Directors, shall from time to time adopt rules and regulations governing the operation, maintenance and use of the units, and the common elements and facilities by the unit owners and occupants. A late fee will be applied which the manager is authorized and directed to charge to and collect from any delinquent homeowner for each month that an account remains outstanding.

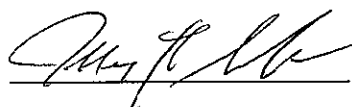
Fee Structure for delinquent accounts:

- 1) The management accounting department will apply a \$50.00 late fee to any account that remains unpaid as of the tenth (10th) of each month for the monthly association fee. This will replace the current structure of 1% interest of the total account balance charged on the 2nd of each month.
- 2) If an owner's account balance reaches \$1000.00 or higher, the management's accounting department will send a statement of delinquent fees to any owner whose account remains unpaid giving them 10 days to pay before further action is taken. The only exception to this would be for an unpaid Special Assessment if homeowners have been notified that no late fee will be charged until the deadline of when the Special Assessment is reached, and a Special Assessment remains unpaid.
- 3) On approximately 10 days following the statement date, a second letter will be sent to any owner whose account remains unpaid. This letter will state that the owner must pay immediately to avoid further action. This does not apply to any unpaid Special Assessments if the deadline has not been reached.
- 4) If payment in full has not been received by the end of the 10-day period, the homeowner will be sent a final letter notifying them that they have been turned over to an attorney for collection, in which all relevant attorney fees will be assessed to the owner.

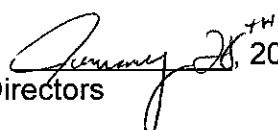
Let it be known that any unit owner who is delinquent in any payment due to the Association shall not be entitled to vote on any matter if the Association has recorded a statement of condominium lien against the unit, nor shall any Owner serve as a Director on the Board during such time.

BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to all homeowners at their last known addresses.

This resolution was adopted by the Board of Directors on the 28 day of Jan, 2016, and shall be effective immediately.

Jeffrey Schaefer (President) 

Date: 1/28/2016

Approved and adopted  2016 by the Water Street Lofts Condominium Association Board of Directors

**Water Street Lofts
Condominium Association
Rules and Regulations
April 2007**

Section I

Common Areas/Limited Common Areas General Rules

1. No Smoking is allowed in common or limited common areas.
2. Hallways must be kept clear of all items with the exception of one rug or mat per unit. No shoes, garbage, umbrellas, decorations, etc. are allowed.
3. Noise in common areas/limited common areas are prohibited Sunday thru Thursday after 10 pm., Friday and Saturday after midnight (this includes boat docks).
4. All garbage must be properly bagged when using garbage chutes.
5. All cardboard boxes must be broken down and properly stored in the garbage area (in the basement).
6. No unit owner shall occupy or use a non-"live/work" unit or the limited common elements or a parking unit, or permit the same or any part to be occupied or used for any purpose other than as permitted under regulations of the City of Milwaukee, Milwaukee County and State of Wisconsin.
7. No unit owner may make or permit any disturbing noises in the building, whether made by the unit owner or the unit owners family, friend, pets or permit anything to be done by such persons that will interfere with the rights, comforts and conveniences of other unit owners.
8. No noxious, destructive or offensive activity shall be carried on in any unit or in the common elements or the limited common elements – including the use of audio equipment, musical instruments, televisions or radios or at such time or in such volumes of sound as to be objectionable to any other unit owner to any other person at any time lawfully occupying any unit.

Section II

Animals

1. All animals must be registered with the Water Street Loft Condominium Association
2. Animals shall be properly licensed and tagged as required by ordinances of the City of Milwaukee.
3. No dogs shall be permitted other than one (1) dog under 50 pounds owned by a unit owner at the time of purchase of a unit from Declarant or subsequent unit owner, which shall not be replaced if such dog dies or is lost. Dogs and cats shall be the only animals kept in any unit. No dog or cat shall be permitted outside a unit unless on a leash and in the control of a person. Owners are responsible for the behavior of their pets and their handlers.
4. Animals must remain on a leash and be attended at all times when on condominium common elements grounds.
5. Animal owners shall immediately clean up after their animal(s).
6. No animal(s) shall be allowed to create a nuisance, unreasonable disturbance or undesirable behavior, whether inside a unit or outside.

7. A unit owner is responsible for the actions of any animal(s) whether it's the owner(s) pet(s) or a visitor's pet, and for the repair of any damage done by such pet to the common element. As deemed necessary by the Board of Directors or the Management Company.
8. Animals must be attended at all times when on a balcony or patio.
9. Feeding or Leaving food out for birds and other wild animals is **PROHIBITED**.
10. No animal shall be tied, chained or staked to a building, grounds, planting or other common element item, placed in a cage upon common elements or otherwise left unattended outside a unit at any time.

Section III

Balconies and Patios

1. Airing or drying of laundry, carpeting, rugs or clothing on balconies/patios or over balcony railings is **PROHIBITED**.
2. The common deck area on the fourth floor requires notification to a member of the Board for parties of 10 or more people. **All parties and noise nuisance is prohibited Sunday thru Thursday after ten (10 pm.) Friday and Saturday after midnight (12 am.)**
3. The Association reserves the right to open and close the rooftop deck at any time (in its sole discretion).
4. No abusive or profane language or breach of the peace will be tolerated.
5. No pets are allowed in these areas.
6. Children under ten (10) years of age must be accompanied by an adult or a responsible party of fourteen (14) years of age or older.
7. All residents/owners are **required to clean up after themselves** when using the common deck on the fourth floor. *If not cleaned, a fee of \$50.00 will be charged to the unit owner/resident who does not meet this requirement.*
8. Installing or mounting a non-approved awning is **PROHIBITED**.
9. Unit owners or residents may put containerized flowers and plants on their balcony/patio so long as such plants do not obstruct the view of any other owner(s). *Any container used on the balconies and patios should be dark green, black, tan/taupe or terracotta. Balcony containers must sit in a water retention saucer.*
10. Storage of motorcycles, mopeds, baby carriages, bicycles, children's toys, wagons or playpens are **PROHIBITED** on balconies/patios.
11. Electronic bug zappers, banners, wind stocks, wind chimes, birdbaths, fountains or birdfeeders are **PROHIBITED**.
12. Hanging objects on the balcony coach light is **PROHIBITED**.
13. Affixing fencing, screening, netting or wood materials to balcony railings is **PROHIBITED**.
14. Hanging and/or mounting objects on any wood column, brick column, balcony fascia board, balcony deck joist and brick walls are **PROHIBITED**.
15. **Each unit owner or resident shall immediately reimburse the Association for any expenditure(s) incurred in repairing or replacing any part of the balcony or patio common elements in any manner damaged by unit owner, resident, visitor or contractor.**

16. Those using *charcoal grills on patios/decks must have a fire extinguisher within 10 feet or less of a grill.* Unit owners shall operate grilling equipment in a sage and responsible manner.
17. Access to the rooftop is forbidden by unit owners or visitors. Use of the rooftop is limited to emergencies and repairs. *Violation of this rule will result in a fine.*

Section IV

Building Exteriors

1. Hanging objects on the entry door is prohibited with the exception of lightweight holiday decorations and **must be removed within 21 days of holiday.**
2. Hanging and/or mounting objects on any brick column, brick wall or aluminum siding surface is **PROHIBITED.**
3. Erecting and installing a radio or television antenna on roofs, aluminum siding, wood or brick surface area is **PROHIBITED.**
4. Satellite dish installations are prohibited without prior consent and approval from the Board of Directors.
5. The exterior face of all window coverings (such as drapes, window shades, valances and louvered blinds) must be white, off white or natural wood tones.
6. No reflective film or similar type of window glare treatments shall be placed or installed on the inside or outside of any unit window glass.
7. Performing vehicle maintenance and/or restoration in a garage outdoor surface lot or common elements area is **PROHIBITED.**
8. Each unit owner or resident shall immediately reimburse the Association for any expenditures incurred for repairing and replacing any part of the building common element(s) for damages by any member of his/her family, tenants, contractor/employee or any other user of his/her unit.

Section V

Parking

1. Unit owner, resident or guest blocking access to or from the parking garage, outdoor surface lot or unit owner's parking spot is **PROHIBITED.**
2. Parking of a mobile home, camper trailer, semi-trailer, cab or any service-related vehicle in the designated common elements parking area is **PROHIBITED.**
3. Licensed boats, boat trailers, campers, snowmobiles, ATV's and trucks may not be parked in the garage or on the outdoor surface lot.
4. Junked, inoperative or unlicensed vehicles are prohibited in the common elements parking area(s).
5. The Board of Directors may grant a case by case exception of the parking rules at its discretion.

Section VI

Signs

1. Mounting signs, posters or advertising materials to balcony railings, windows, patio doors, elevator or common element areas is **PROHIBITED**. A unit owner/resident may place a window or door **TEMPORARY** sign relating to an open house of a unit "**For Sale**". This sign may not exceed **18" x 24"** and can only be posted during the time of the open house of the unit for sale. Any open for inspection signs and flags must be removed as soon as the open house has concluded. The open house time period may not exceed **12 hours in a 48-hour period**.
2. The use of common and limited elements for the purpose of staging a rummage sale or estate sale is prohibited.

Section VII

WATER STREET LOFTS
MOVING RULE
Effective Date 10/20/08
Amended Date 12/20/10
Amended date 5/13/11
Effective Date 5/19/11

November 18, 2008

RE: *Move in or Move out* by owners.

As of October 20, 2008 Board Meeting the Board officially notifies all owners there will be a \$50.00 penalty in addition to damage assessments imposed against any owner who fails to follow these rules. These are in accordance with the By-Law's Article VIII, Section B, which each unit owner agreed to, when they purchased their unit.

Moving Rule: Prior to each owner move-in or move-out the Board (through the managing Agent) shall receive not less than ten days prior notification of date of the move from the owner. The Board will ask a Board member or the managing agent, to inspect the common areas just prior to and immediately after the move. The inspection is to include but not be limited to, light fixtures, walls, door frames, carpet etc.

This inspection can be with the owner present and all prior damages will be noted in writing, signed and given to the unit owner. Normal wear and tear is not the responsibility of the owner and will be so noted on the inspection sheet. All damages that occur are the responsibility of the owner, not the mover. The Board will repair all damages incurred as noted on the

inspection sheet after presenting (2) two estimates in writing to the responsible owner. Arrangements must be made to properly dispose of all personal items such as boxes, Styrofoam, peanuts and packing paper so it does not cause an unsightly overflow. Any cost to remove waste overflow will be the expense of the owner. This procedure is to be followed with each move.

Damage Rule: Failure to give prior notification as above; may result in a \$50.00 penalty, lien action against the owner's unit and action in Small Claims Court if necessary. All legal expenses to recover damages and penalties will become a legal obligation of the responsible owner.

Escrow Rule: Effective 2008 all owners who are selling their units will be required to place \$300.00 in escrow with Water Street Lofts Condominiums. This escrow amount will be retained until after the owner has moved out and will be applied toward any damage to the common areas or equipment caused by the owner or their movers, and waste removal costs. If no damage is found at the inspection performed as described in the moving rule above, this escrow will be promptly returned to the move-out owner at their then current mailing address.

The Board or Managing Agent will not issue any evidence of clear title for purposes of closing a sale on a unit unless they have received the \$300.00 escrow deposit from the owner/seller or such deposit is provided for in the closing documents.

WATER STREET LOFTS CONDOMINIUMS

Rental of Condominium Units – Adopted 11/18/10 under Rules and Regulations Amended 5/13/11

Pertaining to Article X, Paragraph 14 of the By-Laws, the following rules and regulations apply to the rental of any unit within the Water Street Lofts Condominium community. It was approved in 2010 under Article VIII, Section B of the By-Laws and will remain in effect until changed, amended or modified in accordance with proper procedures.

Any unit owner wanting to rent a unit must be current in their association fees, late fees, fines, legal fees or any special assessment. If during the term of the unit being rented the owner becomes delinquent, the Board of Directors may cancel the owners right to rent the unit.

14.1 All leases for rental of condominium units shall be for a period of one year or longer, in writing utilizing the standard Water Street Lofts Condominium Lease Agreement available from the Board of Directors or its authorized agent or the Wisconsin standard form lease agreement. Any revision of this form shall be submitted to the Board of Directors for approval allowing 30 days for such approval to be granted.

14.2 All leases must be submitted by the unit owner to the Board of Directors or its authorized agent with a credit check and background check for approval prior to occupancy by the tenant and such approval shall not be unreasonably withheld.

14.3 The lease shall include a provision that the tenant acknowledges receipt of and agrees to abide by the Declaration, By-Laws and Rules & Regulations of the Association.

14.4 In order to preserve the high standards of maintenance and care and the other benefits arising from owner occupancy of units, including low turnover of occupants, no unit may be occupied by solely non-owner occupants during the one year period immediately following a transfer of ownership of said unit. The Board of Directors shall upon receipt of a written request waive the foregoing prohibition if the Board of Directors determines that the non-owner occupancy is being sought by reason of a sufficiently significant unforeseeable event which occurred within the twelve month period, such as the death of an owner of the unit. Any written request for a waiver shall be deemed denied if not granted in writing within thirty days after receipt by the Board of Directors.

14.5 With respect to any new occupancy of units, the unit owner completely relinquishes to the new occupants for the period of their occupancy the privileges which unit ownership would otherwise have a right to exercise with respect to all common areas, limited common areas and parking areas. With respect to any new occupancy of a unit by a non-owner occupants, the conduct of non-owner occupants and their guests in accordance with the Declaration and By-Laws shall be the responsibility of the unit owner; furthermore, the unit owner shall be financially responsible for the payment of any costs and attorney fees incurred by the Association in enforcing the provisions of the Declaration, By-Laws and Rules and Regulations against any non-owner occupants and their guests.

14.6 The lease shall contain a provision that upon occupancy the tenant is to immediately provide the Board of Directors or its authorized agent the tenant's telephone number. The lease is also to contain the address and telephone number of the owner.

14.7 With respect to any new occupancy of the unit by solely non-owner occupants, the owner must pay to and maintain with the Association a rental deposit account in an amount equal to \$500.00 for said unit or as established from time to time by the Board of Directors. Said rental deposit account may be used by the Association to pay the following:

14.7.1 The cost of the Association, including reasonable Attorney fees, to enforce the provisions of Article X, Paragraph 14 of the By-Laws against the non-owner occupants and their guests.

14.7.2 The cost of repair of any damages for which the unit owner is responsible under the Declaration, Article X, Section 17.1, 17.2 & 17.3.

14.7.3 Any delinquent charges for annual and special assessments, late fees, and/or cost of collection of same imposed pursuant to the Declaration and By-Laws with respect to such unit.

In the event the rental deposit account, or any portion thereof, is used to pay any of the costs described in Sections 14.7.1 – 14.7.3 above, the unit owner shall reimburse to the Association the amount paid. Said reimbursement shall be made within ten calendar days following the Association's mailing to the unit owner a notice of the amount to be reimbursed. In the event any solely non-owner occupancy of a unit terminates, the rental deposit account balance with respect to said unit shall be refunded to the unit owner within twenty-one calendar days following the Association's receipt of written notification of such termination.

14.8 Any lease in effect prior to November 18, 2010 shall be exempt from compliance with this rule. Any lease agreement made on or after November 18, 2010 must be in compliance with all parts of this By-Law.

Section VIII

Boat Slips

1. Boat slip rights assigned to a unit. Each boat slip is numbered and has a specific location within the marina area along the riverside of the building. The boat slips are not on the property and are not part of the Condominium. Only the rights to boat slips held by unit owners are Limited Common Elements. The rights to all boat slips are initially unassigned and held by Declarant. Any transfer of boat slip rights by Declarant will be "As Is" with respect to the physical condition of the slip to which such rights pertain. Boat slip rights not held by Declarant or Association may only be held by a Unit Owner. However, boat slip rights may be transferred separate from the unit which they are assigned at any time. When the rights to any boat slip are transferred, **such transfer shall not be deemed complete until the transferee provides the Association with a copy of the deed or other conveyance instrument.** The Association shall keep such copy in its permanent files and shall maintain at all times a current record who owns the rights to each boat slip. A boat slip may be used only for the docking of an operative boat by the owner of the rights to such slip or another person with such owner's permission. Each boat slip must be repaired and maintained by the owner of the rights to such slip, at owner's sole cost and expense. The Association shall have the right to charge, and the owner of the slip shall pay, a separate monthly assessment for marina insurance and utilities provided to the boat slips. Initially, this charge shall be \$30.00 per month, to be paid along with the monthly assessment for common expenses. The use, repair and maintenance of any boat slip must also be in accordance with such rules and regulations as may be promulgated from time to time, including those promulgated by the State of Wisconsin Department of Natural Resources.

Section IX

Enforcement Procedures

1. After determining that there is/was a violation of the Rules and Regulations adopted hereunder; the Board of Directors or the Management Company shall notify the unit owner or resident in writing of the violations of the Rules and Regulations and the proposed remedy. The proposed remedy may include a levied liquid damage assessment. Any unit owner or resident who receives such notice, demand an informal hearing before the Board of Directors or the Management Company.

The informal hearing shall be held:

1. Within seven business days
2. At a time convenient to both parties.
3. Or at the next regularly scheduled Board Meeting.

If an informal hearing is requested and the unit owner/resident has properly notified the Board of Directors or Management Company. The Board of Directors or the Management Company will take no action until the informal hearing has been held and notice of the final decision has been delivered to the unit owner/resident. The decision will be rendered within (3) business days after the informal hearing. It should be noted that such a decision will be final and binding for both parties.

Should no request for an informal hearing be received by the Board of Directors or Management Company within three (3) business days after the unit owner/resident is notified of the violation; the unit owner/resident acknowledges that the violation is accurate and that the requested remedy will be complied with, per the written notice.

Section X

Liquid Damage Assessments

1. At the discretion of the Board of Directors or Management Company, a Liquid Damage Assessment may be levied based on type of violation(s) and/or the importance of compliance. Liquid Damage Assessments may be, but are limited to the following schedule:
 1. \$50.00 for the 1st violation
 2. \$100.00 for the 2nd violation
 3. \$250.00 for the 3rd violation

Each type of violation may be treated independently or in composite, should there be multiple violations at the discretion of the Board of Directors or the Management Company.

Furthermore, any expenses incurred by the Board of Directors or the Management Company in connection with the enforcement of the By-Laws, established rules and regulations adopted by the Board of Directors shall be charged to the offending unit owner or resident.

NOTICE: Further explanation of the By-Laws described in Water Street Lofts Condominium Disclosure Materials provided to you at the time of closing.

January 9, 2013

**WATER STREET LOFTS – ACKNOWLEDGMENT OF
RECEIPT OF DOCUMENTS**

I have received a copy of and agree to fully abide by, the governing documents of the Water Street Lofts Condominiums, including the Declaration, By-Laws, and Rules & Regulations.

Additionally, I am aware that renters are NOT to have dogs.

Name

Date

Address

Revised Collection Policy – Water Street Lofts Condominium Association
Resolution for Collection Policy

Association fees are considered to be an annual assessment to be paid monthly by the 1st of each month (based on a fiscal year beginning January 1st). When dealing with delinquent accounts, the Board feels it is in the Association's best interest to refer delinquent accounts promptly to an attorney for collection so as to minimize the Association's loss of assessment revenue.

Pursuant to the Bylaws, the Association, through the Board of Directors, shall from time to time adopt rules and regulations governing the operation, maintenance and use of the units, and the common elements and facilities by the unit owners and occupants. A late fee will be applied which the manager is authorized and directed to charge to and collect from any delinquent homeowner for each month that an account remains outstanding.

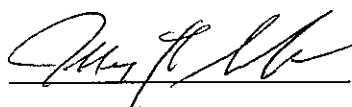
Fee Structure for delinquent accounts:

- 1) The management accounting department will apply a \$50.00 late fee to any account that remains unpaid as of the tenth (10th) of each month for the monthly association fee. This will replace the current structure of 1% interest of the total account balance charged on the 2nd of each month.
- 2) If an owner's account balance reaches \$1000.00 or higher, the management's accounting department will send a statement of delinquent fees to any owner whose account remains unpaid giving them 10 days to pay before further action is taken. The only exception to this would be for an unpaid Special Assessment if homeowners have been notified that no late fee will be charged until the deadline of when the Special Assessment is reached, and a Special Assessment remains unpaid.
- 3) On approximately 10 days following the statement date, a second letter will be sent to any owner whose account remains unpaid. This letter will state that the owner must pay immediately to avoid further action. This does not apply to any unpaid Special Assessments if the deadline has not been reached.
- 4) If payment in full has not been received by the end of the 10-day period, the homeowner will be sent a final letter notifying them that they have been turned over to an attorney for collection, in which all relevant attorney fees will be assessed to the owner.

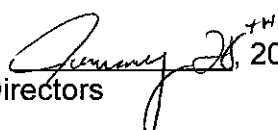
Let it be known that any unit owner who is delinquent in any payment due to the Association shall not be entitled to vote on any matter if the Association has recorded a statement of condominium lien against the unit, nor shall any Owner serve as a Director on the Board during such time.

BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to all homeowners at their last known addresses.

This resolution was adopted by the Board of Directors on the 28 day of Jan, 2016, and shall be effective immediately.

Jeffrey Schaefer (President) 

Date: 1/28/2016

Approved and adopted  2016 by the Water Street Lofts Condominium Association Board of Directors



**MS
INTERNATIONAL,
INC. HOME
DEPOT
GRANITE
PROGRAM
15-YEAR
LIMITED
WARRANTY**



**You have successfully
registered for**

**MSI Home Depot
Granite Warranty
Registration**

**If you have any
warranty related
questions, please call 1
-877-421-9661.**

Page 1 of 6



Warranty Registration



Warranty Number : 18994

In order to complete the registration process, please fill out the customer information requested below and sign this registration form. Then, please either e-mail to HDWarranty@msistone.com, fax to 714-685-2730, or register online at <http://HDWarranty.msistone.com>

Product Information

Home Depot P.O. # : 02405752

Sealer Batch # : 10006

Home Depot Store # : 4902

Installed Square Feet : 42

Date Installed	Product Color	Granite Barcode Number
05/13/2010	IMPALA BLACK (Shadow Grey)	LE95#05

Customer Information

First Name : Daniel

Last Name : Cooper

Address : 200 S Water St Unit 204

City : Milwaukee

State : WISCONSIN

ZIP : 53202

Phone : 414-298-8134

E-mail :

Installer/Fabricator Information

First Name : Warranty

Last Name : McDermott

Title : warranty person

Company : McDermott Top Shop

Address : 200 A Main St

City : Sullivan

State : WISCONSIN

ZIP : 53178

Phone : 262-593-2456

E-mail : patricb@mcdermotttopshop.com

☒ I hereby certify that these slabs have been treated with Home Depot sealer in the wipe-on formulation according to the label instructions

I agree to the terms and conditions of the MSI Home Depot Granite Warranty Program.

Signature : Date : June 1

Page 2 of 6

**Installation Professional's Waiver and Release of Lien**

Store Number: 4902

PO Number: 02405752

Warranty Number : 18994

Installer Information

Name : Warranty McDermott

Title : warranty person

Company : McDermott Top Shop

Address : 200 A Main St, Sullivan, WISCONSIN, 53178

Phone : 262-593-2456

E-mail : patricb@mcdermotttopshop.com

Job Details

Customer Name : Daniel Cooper

Product Information

Date Installed	Product Color	Serial # / Document #
05/13/2010	IMPALA BLACK (Shadow Grey)	LE95#05

Waiver. Upon receipt by the undersigned of a check from Home Depot U.S.A, Inc. ("Home Depot") on behalf of the customer named above, and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to waive, relinquish, and forever release any right of the undersigned to a mechanic's lien, stop notice, or any right against a labor or material bond on the job performed for the customer and the service address listed above. The undersigned represents that all laborers, mechanics, and materialmen furnishing services or materials on the job either have been or will be fully paid for the service or materials.

Release and Indemnification. The undersigned agrees to cause the prompt release of any liens that may be filed against the said premises by any laborer, mechanic, or materialman claiming the right to file such lien through or under the undersigned. The undersigned further agrees to hold harmless and indemnify Home Depot, the customer named above, and the owner of title to said premises, from and against all costs and expenses arising from or by reason of such lien or the release or discharge thereof. This waiver and release covers the final payment of the job, except for disputed claims for extra work.

Acknowledgement. The undersigned acknowledges and agrees to the above terms and conditions.

X_____
Installer's Signature_____
Date_____
Installer's Name (Print)

Please fax this form when completed and signed to the following number:

- Markets east of the Mississippi River: 1-800-426-6791
- Markets west of the Mississippi River: 1-800-877-6219

Page 3 of 6

**Customer Approval**

Store Number: 4902

PO Number: 02405752

Warranty Number : 18994

Customer Information

Name : Daniel Cooper
Address : 200 S Water St Unit 204
City : Milwaukee
State : WISCONSIN
Zip Code : 53202
Phone : 414-298-8134
E-mail :

Installer Information

Name : Warranty McDermott
Title : warranty person
Company : McDermott Top Shop
Address : 200 A Main St
Sullivan, WISCONSIN, 53178
Phone : 262-593-2456
E-mail : patricb@mcdermotttopshop.com

Product Information

Date Installed	Product Color	Serial # / Document #
05/13/2010	IMPALA BLACK (Shadow Grey)	LE95#05

Customer's Comments :**Installer's Comments :****WARNING**

DO NOT SIGN THIS FORM UNTIL ALL SERVICES HAVE BEEN SATISFACTORILY PERFORMED AND MATERIALS SUPPLIED OR GOODS RECEIVED AND FOUND SATISFACTORY

Customer hereby certifies and warrants that all of the work listed above in the Description of Installation and/or Service has been full completed in accordance with the contract between Customer and The Home Depot unless expressly noted in the comments section above. Customer further certifies and warrants that he or she has personally inspected the completed work and the materials provided by the Installation Professional prior to signing this form and represents that such work and materials were found satisfactory unless expressly noted above.

X

Customer: Sign here ONLY upon your final approval of Installation

June 1, 2010

Date

Customer's Name (Print)

X

Installer's Signature

Date

Please fax this form when completed and signed to the following number:

- Markets east of the Mississippi River: 1-800-426-6791
- Markets west of the Mississippi River: 1-800-877-6219

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Warranty Transfer

**Warranty Number : 18994**

Warranty transfer must be completed within 60 days of the new owner purchasing the property in which the Countertop is installed.

To register the transfer of your warranty, please complete the sections noted below and check the Customer Signature Box to agree to the warranty terms and conditions. Then you may e-mail or fax it, along with proof of the home transfer, per the information below:

E-mail to HDWarranty@msistone.com
Fax to 714-685-2730, or
Register online at <http://HDWarranty.msistone.com>

Once your information has been validated and updated, you will receive an e-mail or postcard notifying you when the warranty registration has been validated. This validation process is normally complete within five business days.

New Registered Owner Information

First Name : Daniel Cooper
Last Name : Cooper
Address : 200 S. Water St #204
City : Milwaukee
State : Wisconsin
ZIP : 53204
Phone : 414 531-3984
E-mail : ~~dan@cooper124.com~~ dcooper124@hotmail.com
Date of ownership transfer : 5/13/2010

- ☒ I became the owner of the property in which the Countertop is installed on the date entered above.
☒ I have read and agree to the warranty terms and conditions.
☒ I certify that the Countertop is in good repair as of the date of the ownership transfer entered above and that there are no unreported or unresolved Covered Claims existing as of the date of ownership transfer.

Signature : Dan Cooper

Date : 6/1/10



**MS INTERNATIONAL, INC. HOME DEPOT
GRANITE PROGRAM
15-YEAR LIMITED WARRANTY**



Warranty Number : 18994

WARRANTY COVERAGE

MS International ("MSI") warrants to the registered owner (the "Registered Owner") of an MSI polished granite countertop (the "Countertop") that the Countertop will be free from material integrity defects under normal conditions and use and stain resistant to stains caused by common food and beverages ("Covered Claims") for a period of 15 years from the date of installation of the Countertop (the "Warranty Period").

REQUIREMENTS

To receive coverage under this limited warranty, the Countertop must be:

- Owned by a Registered Owner;
- Paid for in full, as evidenced by a valid proof of purchase (the original receipt for the purchase of the Countertop from the retailer/installer from which the original Registered Owner purchased the Countertop);
- Installed by a fabricator/installer using Home Depot sealing system in accordance with established industry standards, as evidenced by fabricator/installer signature on warranty registration form certifying such installation;
- Registered within 60 days of installation of the Countertop. The fabricator/installer must begin the warranty registration by completing the fabricator/installer and product sections of the printed warranty registration form accompanying this document. The owner of the Countertop becomes a Registered Owner by completing the warranty registration form accompanying this document. Then you may e-mail or fax it, per the information below:

E-mail to HDWarranty@msistone.com

Fax to 714-685-2730, or

Register online at <http://HDWarranty.msistone.com>

Upon validation of Registered Owner's warranty registration by MSI, Registered Owner will be sent a confirmation via email or a postcard via mail.

If the Registered Owner sells or transfers the property in which the Countertop is installed, the new owner of the property may become the Registered Owner by contacting a warranty service representative at MSI and sending proof of transfer of ownership, together with the completed New Registered Owner Information section of the warranty registration form that accompanies this warranty document, via fax or mail to the address listed above. These steps must be taken within 60 days of transfer of ownership.

EXCLUSIONS

This limited warranty only covers Covered Claims and does not cover any claims by the current Registered Owner or any prior Registered Owner resulting from:

- Workmanship of fabrication or installation of the Countertop.
- Damage caused by improper use or care such as but not limited to:
 - o subjecting the Countertop to excessive weight in a concentrated area by standing on it or otherwise placing a heavy load on it;
 - o dropping a hard or heavy object on the Countertop;
 - o subjecting the Countertop to caustic or abrasive chemicals; or
 - o subjecting the Countertop to extremes of temperature.



**MS INTERNATIONAL, INC. HOME DEPOT
GRANITE PROGRAM
15-YEAR LIMITED WARRANTY**



Warranty Number : 18994

- Damages to the Countertop that occur during its shipping, transportation or installation.
- Accidents, neglect, abuse, negligence, mishandling or alteration of the Countertop or damage to the Countertop caused by acts of God or vandalism.
- Any outdoor or commercial use of the Countertop, including without limitation, use of the Countertop in hotels, stores or restaurants.
- Variances in the Countertop's natural characteristics, including without limitation, veining, pitting, inclusions, fissures, variations in color, surface grain and gloss level. Granite is a natural product, not a man-made product, and any or all of these characteristics may be present in the Countertop.

WARRANTY SERVICE

To obtain warranty service under this limited warranty, the Registered Owner must contact MSI during the Warranty Period using the toll-free warranty service telephone number: 1-877-421-9661, by sending to the e-mail address: HDWarrantyClaim@msistone.com or in writing at: MSI Warranty Service, 2095 North Batavia Street, Orange, CA 92865 and inform MSI's warranty service representative of the nature of the problem.

WHAT WILL MSI DO ?

Upon MSI's receipt of a warranty claim from the Registered Owner, and upon MSI's determination that the Registered Owner's claim is a Covered Claim, MSI will:

- In the case of a stain claim, send to the Registered Owner at no cost a stain removal kit and provide telephone support to the Registered Owner instructing the Registered Owner on how to use the stain removal kit to remove the stain from the Countertop; or
- In the case of any inherent structural material integrity claim, send an MSI representative to the Registered Owner's home to inspect and try to resolve the problem.

If MSI is unable to resolve a Covered Claim after performing the foregoing actions, MSI will choose to either (a) replace the granite piece(s) of the Countertop affected by a Covered Claim with the same or a comparable MSI product or (b) refund to the Registered Owner the purchase price of the Countertop. Natural granite varies from piece to piece and MSI makes no assurance to Registered Owner that any such replacement granite will match the Countertop installed in the Registered Owner's home. Any replacement granite provided by MSI to the Registered Owner under this limited warranty will be covered under this limited warranty during the remaining Warranty Period.

MSI makes no warranty, express or implied, as to the fitness or merchantability of the Countertop for any particular use or purpose other than as set forth expressly herein. MSI shall not be liable for any special, indirect, incidental or consequential damages, losses or expenses arising either directly or indirectly from the failure of the Countertop. MSI shall not be responsible or liable for any delays that may arise in performing MSI's obligations under this limited warranty due to any cause beyond MSI's control, including without limitation, acts of God, acts of governments, material shortages or delays, fires, floods, or labor problems.

This limited warranty gives the Purchaser specific legal rights, but the Registered Owner may also have other rights which vary from state to state depending on the state in which the Registered Owner lives.