

TAB H
MASTER CONDOMINIUM
DOCUMENTS

EXECUTIVE SUMMARY

As of July 7, 2022

This Executive Summary highlights some of the information that prospective condominium buyers are most interested in learning as well as some of the information that they should consider when contemplating the purchase of a condominium unit. The following sections either briefly summarize pertinent information by answering the questions asked, direct prospective buyers to specific sections of the condominium disclosure materials that discuss each topic in detail (at the ☐ icon) or may be completed to both summarize the information and refer to the condominium documents. ***This summary, however, is not intended to replace the buyer's review of the condominium declaration, bylaws and other condominium disclosure materials nor is it a substitute for a professional review of the condominium documents.***

Condominium Name: Lakeshore Commons Master Condominium

How is the condominium association managed?

- What is the name of the condominium association? Lakeshore Commons Master Condominium Owner's Association, Inc.
- What is the association's mailing address? c/o F Street OCLV, LLC, 1134 N. 9th Street, Suite 220, Milwaukee, WI 53233
- How is the association managed?
 - ☐ By the unit owners (self-managed)
 - ☐ By a management agent or company
 - ☒ By the declarant (developer) or the declarant's management company
- Whom should I contact for more information about the condominium and the association?
Residential Units: MPC Property Management LLC/Multi-Family Units: Harmoniq, LLC d/b/a Harmoniq Residential (Management agent/company or other available contact person)
- What is the address, phone number, fax number, website & e-mail address for association management or the contact person? MPC Property Management LLC – 120 E. Chestnut Street, Burlington, WI 53105, Telephone 262-661-4284; Harmoniq – 833 E. Michigan St., Ste, 520, Milwaukee, WI 53202, Telephone 414-276-9500
- For specific information about the management of this association, see Declaration Article VII; Bylaws Articles IV and V

What are the parking arrangements at this condominium?

- Number of parking spaces assigned to each unit? The number of parking spaces is dependent on the type of unit and floor plan selected. See Sections 4.1 and 4.2 of the Master Declaration, the Plats, and the floor plans provided by the Declarant.
 - ☒ Common element (parking lots Declaration Section 4.1)
 - ☒ Limited common element (Multi Family Units, and parking adjacent to Residential Units – Declaration Section 4.2)
 - ☐ Included as part of the unit
 - ☐ Separate nonvoting units
 - ☐ Depends on individual transaction

- Are parking assignments reserved or designated on the plat or in the condominium documents?
☐ No
☒ Yes - Where? See the Plat and any floor plans provided by the Declarant.
- Can parking spaces be transferred between unit owners?
☒ No
☐ Yes
- What parking is available for visitors? Parking lot areas, along the street or single family homes with garages, guests can park within their own ingress/egress to their garage.
- What are the parking restrictions at this condominium? No boats, trailers, motor homes, trucks larger than a ¾ ton pickup, ladder trucks, travel trailers, snowmobiles, jet skis, motorcycles, and ATVs or any vehicle with commercial advertising may be parked on any street or parking space overnight. Notwithstanding the foregoing, service vehicles owned or controlled by a Unit Owner, or its tenant, shall be allowed to park on any street or parking space overnight so long as such vehicle is registered with the Association. For more detail see Rules and Regulations.
- For specific information about the parking of this condominium, see Rules and Regulations Section III A; and The Residences and Clubhouse at Lakeshore Commons Condominium (the "Residences Condominium") Executive Summary and related Residences Condominium documents

May I have any pets at this condominium?

- Are pets allowed: ☐ No ☒ Yes
- If yes, what kinds of pets are allowed? Birds and fish, and not more than a total of two dogs and cats, (i.e. two dogs, OR one dog and one cat, OR two cats)
- What are some of the major restrictions and limitations on pets? All animals when outdoors, shall be maintained on a leash, notwithstanding any rules relating to the dog park. Animals shall be licensed and owners shall possess proof that animals have been inoculated properly. Animals shall be supervised by a responsible individual at all times and must immediately cleanup all animal waste. No animal shall be tethered outside in any Common Element or Limited Common Element without the animal owner present.
- For specific information about the condominium pet rules, see Rules and Regulations Section III B, and Residences Executive Summary and related Residences Condominium documents

May I rent my condominium unit?

- Are unit rentals allowed? ☐ No ☒ Yes
- If yes, what are the major limitations and restrictions on unit rentals? The Residential Unit, or any part thereof (including any condominium units of same that may be declared) must be rented by written lease of a one-time per year lease of no less than three (3) months and/or no more than two per year lease of no less than six (6) months, in each case to the same person for a lease term. For the avoidance of doubt, there shall be no leasing of a unit for less than three months once per year, and no more than two leases per year to different persons. Short term rentals are prohibited. No restrictions on leasing Commercial Units.
- For specific information about renting units at this condominium, see Declaration Section 5.1, 5.7; 5.8; and Rules & Regulations IV B; and Residences Executive Summary and related Residences Condominium documents

Does this condominium have any special amenities and features?

- Does this condominium have any special amenities and features? ☐ No ☒ Yes
 - If yes, what are the major amenities and features? Residential Units: Single-Family Pool, Clubhouse, fitness center, community room and related facilities; Multi-Family Units: Multi-Family Pool, fitness center, and related facilities; All Units: dog park, basketball court, tennis courts, and related facilities
 - Are unit owners obligated to join or make additional payments for any amenity associated with the condominium, such as an athletic club or golf course?
☐ No
☒ Yes - What is the cost? See Executive Summary for The Residences and Clubhouse Units and related Residential Condominium Documents
 - For specific information about special amenities, see Rules & Regulations III C, D, and E; and Residences Executive Summary and related Residences Condominium documents
-

What are my maintenance and repair responsibilities for my unit?

- A Unit Owner must maintain and repair Unit Owner shall be responsible for the cleaning, maintenance, repair and replacement of its Unit and any Limited Common Elements appurtenant to the Unit, including, without limitation, any structural improvements, mechanical systems, electrical systems and plumbing systems, except to the extent that the same are considered Common Elements or Limited Common Elements appurtenant to another Unit or Units, and shall otherwise keep its Unit and any Limited Common Elements appurtenant only to such Unit Owner's Unit in good condition and repair. Any such maintenance, repair and replacement is subject to Article IX and possible architectural review and approval.
 - For specific information about unit maintenance and repairs, see Declaration Section 5.6(a) and Article IX; and Residences Executive Summary and related Residences Condominium documents
-

Who is responsible for maintaining, repairing and replacing the common elements and limited common elements?

- Common elements maintenance, repair and replacement is performed as follows: By the Association.
 - How are repairs and replacements of the common elements funded?
☐ Unit owner assessments
☐ Reserve funds
☒ Both
☐ Other: _____
 - For specific information about common element maintenance, repairs and replacements see: Declaration Sections 5.6(b), 5.6(c), and 7.1
 - How are repairs and replacements of the limited common elements funded?
☐ Unit owner assessments
☐ Reserve funds
☐ Both
☒ Other (*specify*): The costs and expenses of maintaining the Limited Common Element shall be shared in equal proportion to each such Unit Owner.
 - Limited common element maintenance, repairs and replacement is performed as follows: Declaration Sections 5.6(b) and (c) and Article VIII; and Residences Executive Summary and related Residences Condominium documents
-

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

- For specific information about this condominium's reserve funds for repairs and replacements, see Declaration Sections 8.1, 8.2 and 8.5; and Bylaws Sections 7.04 and 7.06

How are condominium fees paid for on the developer's new units that have not yet been sold to a purchaser?

- Is the developer's obligation to pay fees for unsold units different than the obligation of new unit purchasers to pay fees on their units?
☐ Not applicable (no developer-owned units)
☒ No
☐ Yes - In what way? _____
- Are there any special provisions for the payment of assessment fees that apply only during the developer control period?
☒ No
☐ Yes - Describe these provisions: _____

Has the declarant (developer) reserved the right to expand this condominium in the future?

- Has the declarant reserved the right to expand? ☐ No ☒ Yes
- If yes, how many additional units may be added through expansion? Up to 60 units total
- When does the expansion end? Ten years following the first sale of a Unit
- Who will manage the condominium during the expansion period? Declarant
- For specific information about condominium expansion fees, see Declaration Article XV

May I alter my unit or enclose any limited common elements:

- Describe the rules, restrictions and procedures for altering a unit: Specifics on boundary relocation, subdivision and partition found in the Declaration Articles III and IX
- Describe the rules, restrictions and procedures for enclosing limited common elements: All exterior additions or alterations must be approved in writing by the Board as provided in Article IX.
- For specific information about unit alterations and limited common element enclosures, see Declaration Articles III and IX; and Residences Executive Summary and related Residences Condominium documents

Can any of condominium materials be amended in a way that might affect my rights and responsibilities?

- Yes, Wisconsin law allows the unit owners to amend the condominium declaration, bylaws and other condominium documents if the required votes are obtained. Some of these changes may alter your legal rights and responsibilities with regard to your condominium unit.

* Note: A Statutory Reserve Account" is a specific type of reserve account established under Wis. Stat. § 703.163 to be used for the repair and replacement of the common elements in a residential condominium (optional for a small condominium with less than 13 units or a mixed-use condominium with residential and non-residential units). In a new condominium, the developer initially decides whether to have a statutory reserve account, but after the declarant control period ends, the association may opt-in or opt-out of a statutory reserve account with the written consent of a majority of the unit votes. Existing condominiums must establish a statutory reserve account by May 1, 2006 unless the association elects to not establish the account by the written consent of a majority of the unit votes. Condominiums may also have other reserve fund accounts used for the repair and replacement of the common elements that operate apart from §703.165.

- For specific information about condominium document amendment procedures and requirements, see Declaration Article XIII; and Bylaws Article XII
-

Does the Association have the right of first purchase:

- ☒ No
☐ Yes

Does the Association charge a transfer fee:

- ☐ No
☒ Yes. If so, how much? Two (2) monthly installments of the regular assessment at the time of purchase (Declaration Section 8.4; and Bylaws Section 7.09)
-

Does the Association charge a disclosure material fee:

- ☐ No
☒ Yes. If so, how much? The actual cost of furnishing the information or \$50.00, whichever is less pursuant to Sec. 703.20(2)(a) Wis. Stat.
-

Does the Association charge a payoff statement fee?

- ☐ No, for one payoff statement issued within a two-month period.
☐ Yes. If so, how much? \$_____
☒ Other (*specify*): Pursuant to Wis. Stats. Sec. 703.335(4), for each additional payoff requested during that two month period there is a \$25.00 charge.
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ISRAEL RAMON

REGISTER OF DEEDS

MILWAUKEE COUNTY, WI

AMOUNT: 30.00

FEE EXEMPT #:

TRANSFER FEE:

**DECLARATION OF
CONDOMINIUM
AT
LAKESHORE COMMONS
MASTER CONDOMINIUM**

Document Number

Document Title

Recording Area

Name and Return Address

Derek Taylor

c/o Husch Blackwell LLP

511 N. Broadway, Suite 1100

Milwaukee, WI 53202

PIN: See Exhibit A

THIS DOCUMENT DRAFTED BY

DEREK TAYLOR

HUSCH BLACKWELL LLP

511 N BROADWAY, STE 1100

MILWAUKEE, WI 53202

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Exhibits Attached:

Exhibit A	—	Legal Description of Condominium Property
Exhibit B	—	Condominium Plat
Exhibit C	—	Expansion Real Estate
Exhibit D	—	Percentage Interests in Common Elements
Exhibit E	—	Site Plan of Expansion Real Estate

DECLARATION OF CONDOMINIUM
AT
LAKE SHORE COMMONS MASTER CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM AT LAKE SHORE COMMONS MASTER CONDOMINIUM ("Declaration") is made and entered into effective as of July 7th, 2022, by F STREET OCLV, LLC, a Wisconsin limited liability company ("Declarant"), pursuant to Chapter 703 of the Wisconsin Statutes, the Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the "Act").

RECITALS

1. Declarant is the owner of that certain real property, together with any and all rights, titles and interests appurtenant thereto, generally located in the City of Oak Creek, Milwaukee County, Wisconsin, as same is legally described as set forth on the attached Exhibit A, which is incorporated herein by reference (the "Property"). Declarant intends to further develop and improve the Property, and to construct buildings and improvements on the Property, as may be further described herein and as may be depicted on the Condominium Plat (defined below).

2. Declarant's rights, titles and interests in the Property, including all buildings, fixtures and improvements to be constructed thereon, and together with all easements, rights and appurtenances pertaining to the Property, are collectively referred to herein as the "Condominium Property".

3. Declarant intends by this Declaration to submit the Condominium Property, including any and all rights, title and interests appurtenant thereto, to the condominium form of ownership under the Act and further desires to establish, for its own benefit and for that of all future owners and occupants of the Condominium (defined below), certain easements, rights, restrictions and obligations with respect to the ownership, use and maintenance of the Condominium on the terms and conditions hereinafter set forth.

NOW, THEREFORE, Declarant by this Declaration hereby: (i) submits the Condominium Property, including any and all appurtenant rights, title and interests thereto, and subject to those matters referred to in Section 1.5 below, to the condominium form of ownership as provided in the Act and this Declaration; (ii) establishes and imposes the following provisions, restrictions, conditions, easements and uses to which the Condominium shall be subject; (iii) reserves the right to add more lands to the Condominium and expand as provided below; (iv) reserves the right to have sub-condominium(s) within each Unit; (v) to potentially convert common elements into a Unit in the future, to convert unit areas that are not ultimately used for Buildings into common elements, separate and/or merge units; and (vi) specifies that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding on Declarant, its successors and assigns, and all subsequent owners, occupants, users and invitees of all or any part of the Condominium.

ARTICLE I

PURPOSE, LEGAL DESCRIPTION, NAME, ADDRESS AND DEFINITIONS

1.1 Purpose. The purpose of this Declaration is to submit the Condominium Property described herein to the condominium form of ownership under the Act.

1.2 Legal Description of Condominium Property. The real property subject to this Declaration is more particularly described as the Condominium Property, as same is described in Exhibit A attached hereto and made a part hereof.

1.3 Name and Address. The condominium to which this Declaration shall apply shall be known as the "Lakeshore Commons Master Condominium," and its address is c/o MPC Property Management, 120 E. Chestnut St., Burlington, Wisconsin.

1.4 Definitions. As used in this Declaration and the exhibits and schedules attached hereto, capitalized terms not otherwise defined have the meanings set forth below:

"Assessment" means any General Assessment or Special Assessment.

"Association" means and refers to the entity that may be formed as described in Section 6.5 below, and that upon formation, will be known as the Lakeshore Commons Master Condominium Owner's Association, Inc., a Wisconsin non-stock corporation.

"Board" means the Board of Directors of the Association.

"Building" or "Buildings" generally means and refers to the buildings located on the Property, which has been or will be constructed (and as may be altered, modified and reconstructed in the future), in which the Units and certain of the Common Elements are situated.

"Building Pad" shall mean the areas shown on the Plat within with Buildings and Limited Common Elements may occur as described in Article IV.

"Clubhouse" means that certain clubhouse and related area, together with any privacy fences, including the Single Family Pool (as hereinafter defined) designated for use by the Single Family Condominium only.

"Commercial Units" mean any Units which are not constructed for the purposes of residential living.

"Common Elements" mean all those portions of the Condominium which are not included in the definition of a Unit.

"Common Expenses" mean the expenses of the Association as defined in Article VIII hereof.

“Condominium” means the Condominium Property, together with all rights, titles, interests, obligations and easements appurtenant thereto which are by this Declaration made subject to the Act.

“Condominium Plat” means the condominium plat of the Condominium, as recorded in the Office of the Register of Deeds of Milwaukee County, Wisconsin, a copy of which is attached hereto as Exhibit B, as amended from time to time.

“Condominium Property” shall have the meaning assigned to such term in Recital 2 above.

“Consideration Period” shall have the meaning assigned to such term in Section 14.1(b) below.

“Construction Funds” shall have the meaning assigned to such term in Section 10.2(f) below.

“Declaration” means this Declaration which subjects the Condominium Property to the Act, and all exhibits and schedules attached hereto, as amended from time to time.

“Declarant” means F Street OCLV, LLC, a Wisconsin limited liability company, and its respective successors and assigns pursuant to assignment under Section 14.12 below.

“Default Special Assessment” shall have the meaning assigned to such term in Section 14.1(a) below.

“Environmental Documents” shall mean the BMP and SMP documents as further defined in Section 7.1(d).

“Expansion Real Estate” means the real property together with all Buildings and improvements constructed or to be constructed thereon and all easements, rights, and appurtenances thereto, described on Exhibit C, which may be added in whole or in part at any time within ten (10) years of the date of recording of this Declaration to the Condominium in accordance with the provisions of this Declaration and the Act.

“General Assessments” shall have the meaning assigned to such term in Section 8.3(a) below.

“Ground Level” shall mean, with respect to any Building that is part of a Unit, the existing grade level of such Building and, with respect to any other portion of a Unit, the existing grade of the ground surface. Notwithstanding the foregoing, the Ground Level shall not conflict with the “Barrier” level as such term is defined in the Environmental Documents.

“Individual Unit Service Elements” shall have the meaning assigned to such term in Section 2.3(a) below.

“Invitees” mean any tenants, occupants, employees, customers, agents, contractors, licensees, invitees and other users who are authorized or permitted, expressly, impliedly or by

acquiescence, to access, use, occupy or enter upon a Unit, or any portion thereof, by the Unit Owner of such Unit.

“Limited Common Elements” means those Common Elements reserved for the exclusive use and enjoyment of, or service to, one or more but not all Unit Owners, as identified on the Condominium Plat and/or described herein.

“Limited Common Element Expenses” shall have the meaning assigned to such term in Section 5.6(b) below.

“Master Association Instruments” mean the Association’s Articles of Incorporation, Bylaws and Rules and Regulations, as same may be adopted and amended from time to time.

“Master Condominium Instruments” mean this Declaration, the Condominium Plat, the Master Association Instruments, and all exhibits and schedules attached thereto, all as may be amended from time to time as herein provided.

“Mortgage” means a mortgage or land contract encumbering a Unit.

“Mortgagee” means the (i) holder of any mortgage encumbering one or more of the Units, (ii) a land contract vendor under a land contract by which equitable title in a Unit was conveyed, or (iii) a Unit Owner of any unmortgaged Unit pursuant to Section 12.5 below.

“Multi Family Pool” means that certain pool and related area designated for use by the Multi Family Units only

“Multi Family Unit” shall have the meaning assigned to such term in Section 2.1 below.

“Percentage Interest” means the undivided ownership interest in the Common Elements appurtenant to each Unit expressed as a percentage and identified for each respective Unit in Exhibit D attached hereto.

“Person” means a natural person (individual), corporation, partnership, association, trust, limited liability company or other legal entity, or any combination thereof.

“Petition” shall have the meaning assigned to such term in Section 14.1(b) below.

“Petitioner” shall have the meaning assigned to such term in Section 14.1(b) below.

“Property” shall have the meaning assigned to such term in Recital 1 above.

“Residential Units” mean collectively, the Single Family Units and all Multi Family Units.

“Rules and Regulations” mean the rules and regulations that may be adopted by the Association from time to time, if any, and as amended from time to time, concerning the use and enjoyment of the Condominium by Unit Owners and their Invitees.

“Service Elements” shall have the meaning assigned to such term in Section 2.3(a) below.

“Single Family Association Instruments” shall mean the Single Family Condominium’s Association’s Articles of Incorporation, Bylaws and Rules and Regulations, as same may be adopted and amended from time to time.

“Single Family Condominium” shall mean that certain sub-condominium of this master Condominium composed of Units 1 through 6 and 11 through 21, as may be expanded pursuant to Article XV.

“Single Family Condominium Instruments” mean the Single Family Declaration, the Single Family Condominium Plat, the Single Family Association Instruments, and all exhibits and schedules attached thereto, all as may be amended from time to time as herein provided.

“Single Family Condominium Plat” means the condominium plat of the Single Family Condominium, as recorded in the Office of the Register of Deeds of Milwaukee County, Wisconsin, as may be amended from time to time.

“Single Family Pool” means that certain pool, together with any privacy fence, and related area designated for use by the Single Family Condominium only.

“Single Family Unit” shall have the meaning assigned to such term in Section 2.1 below.

“Special Amendment” means an amendment to this Declaration which does not require the consent of any Unit Owner other than the Declarant.

“Special Assessments” shall have the meaning assigned to such term in Section 8.3(b) below.

“Unit” means that part of the Condominium designed and intended for the exclusive and independent use, enjoyment and possession by, or under the authority of, its Owner, as further defined herein.

“Unit Owner” or “Owner” means a Person who holds fee simple title to a Unit or who holds equitable title to a Unit as a land contract vendee.

“Utility Installations” shall mean all installations (not within easement areas) for providing sewer, power, light, gas, water mains, heating, refrigeration and air conditioning serving more than one Unit.

1.5 Covenants, Conditions, Restrictions and Easements. The Condominium shall be, on the date this Declaration is recorded, subject to:

- (a) General taxes and special assessments not yet due and payable;
- (b) Easements and rights in favor of gas, electric, telephone, fiber optics, water, sewer, cable television and other utilities and utility providers;
- (c) All other easements, covenants, declarations and restrictions of record, including, but not limited to, any easements and restrictions created by the prior-recorded Plat of

Lakeshore Commons recorded with the Milwaukee County Register of Deeds on June 9, 2022 as Document No. 11255107 and by the recording of this Declaration;

- (d) All municipal zoning and building ordinances;
- (e) All other governmental laws and regulations applicable to the Condominium;
- (f) That certain Tax Incremental District No. 13 Finance Development Agreement between F Street OCLV, LLC, a Wisconsin limited liability company, and the City of Oak Creek, a municipal corporation of the State of Wisconsin, located in Milwaukee County, Wisconsin, dated June 29, 2021, and that certain Memorandum of Agreement and Restrictive Covenant recorded with the Milwaukee County Register of Deeds dated October 6, 2021 and recorded on October 25, 2021 as Document No. 11179124;
- (g) That certain Restrictive Covenants Agreement by and between the City of Oak Creek and F Street OCLV, LLC dated July 5, 2022, recorded with the Milwaukee County Register of Deeds on July 6, 2022 as Document No. 11262670 (the “Restrictive Covenants Agreement”);
- (h) That certain Shared Maintenance and Access Agreement by and between the City of Oak Creek and F Street OCLV, LLC dated July 5, 2022, recorded with the Milwaukee County Register of Deeds on July 6, 2022, as Document No. 11262671;
- (i) That certain Infrastructure Development Agreement (Lakeshore Commons – Phase I), by and between F Street OCLV, LLC, a Wisconsin limited liability company, and the City of Oak Creek dated September 24, 2021 as recorded with the Milwaukee County Register of Deeds on November 02, 2021 as Document No. 11182358; and
- (j) Lakeshore Commons Storm Water Management Practices Maintenance Agreement by and between the City of Oak Creek and F Street OCLV, LLC dated October 21, 2021, recorded with the Milwaukee County Register of Deeds on October 21, 2021 as Document No. 11177843.

ARTICLE II

DESIGNATION AND DESCRIPTION OF THE UNITS

2.1 Designation of Units. The Condominium shall consist of twenty-one (21) Units, which Units are identified on the Condominium Plat. Units 1 to 6 and 11 to 21 shall each be known as a “Single Family Unit” (or collectively, “Single Family Units”). Units 1 to 6 and 11 to 21 will be developed as one separate multi-unit single family residential condominium development, and subjected to a separate recorded condominium declaration (the “Single Family Declaration”). Units 7 to 10 shall each be known as a “Multi Family Unit” (or collectively, “Multi Family Units”). Any structure constructed within a Multi Family Unit shall be defined as a “Multi Family Structure” (or collectively, “Multi Family Structures”). A Unit is that part of the Condominium designed and intended for the exclusive use of the Unit Owner and the Unit Owner’s Invitees. A Unit includes one or more contiguous or non-contiguous cubicles of air and certain improvements

situated therein as further described in this Declaration. The boundaries of each Unit are described below and the perimetrical boundaries are depicted on the Condominium Plat.

2.2 Boundaries of Units. The boundaries of the Units are as follows:

(a) Single Family Units. The boundaries of the Single Family Units 1-6 and 11-21 are generally depicted on the Condominium Plat and shown as raw land units to later be improved and set forth in the Single Family Condominium Instruments. Those areas that are not included in subsequent Buildings may become common elements (either general or limited) as set forth in the Single Family Condominium Instruments.

(b) Multi Family Units 7 and 8. The boundaries of Multi Family Units 7 and 8 are generally depicted on the Condominium Plat and are further described as follows:

- (i) Lower Boundary. The lower boundary of the Multi Family Units shall be the horizontal plane located at the lowest possible subterranean depth at which a private party is deemed to have a fee simple ownership interest pursuant to Wisconsin law, and parallel to the Ground Level, extended to an intersection with the perimetrical boundaries of the Multi Family Units as shown on the Condominium Plat.
- (ii) Upper Boundary. The upper boundary of the Multi Family Units shall be the horizontal plane located at the highest possible datum measurement point above the Ground Level at which a private party is deemed to have a fee simple ownership interest pursuant to Wisconsin law, and parallel to the Ground Level, extended to an intersection with the perimetrical boundaries of the Multi Family Units as shown on the Condominium Plat.
- (iii) Perimetrical Boundaries. The perimetrical boundaries of the Multi Family Units shall be the vertical plane lying on the survey line defining the Unit as shown on the Condominium Plat perpendicular to the upper and lower boundaries, extended to their planar intersections with each other and with the upper and lower boundaries.
- (iv) Multi Family Structures. Once a Multi Family Structure is built on a Multi Family Unit, the Unit shall include the entire Multi Family Structure (including all roof, foundation, utilities, structural elements, ceilings, exterior siding, windows, window frames, doors and door frames), with the perimetrical boundaries being the vertical planes having elevations that coincide with the exterior surface of the exterior walls of the Multi Family Structure, and, in the case of exterior windows, the exterior face of the glazing of the windows, extending to intersections with each other and with the upper and lower boundaries.

(c) Multi Family Units 9 and 10. The Condominium Plat identifies Building Pads for Units 9 and 10. Each Building Pad anticipates that one Unit will be constructed on a single Building Pad. Buildings may be erected anywhere within a Building Pad, subject to Article IX below. Any portion of a Building Pad which is not enclosed in a Building will become part of the Limited Common Elements appurtenant to the Unit on that Building Pad, as more particularly described below. Until a Building has been constructed on a Building Pad, the Unit for that Building Pad will be deemed to occupy the entire Building Pad. Upon construction of Multi Family Units 9 and 10, the boundaries shall be described as provided in Section 2.2(b) above.

2.3 Items Included within Each Unit.

(a) Utilities. All utilities, electrical, plumbing, telephone, data, steam, heating, ventilating and air conditioning equipment, machinery, lines, pipes, wires, vents, flues, chimneys, ducts, cables, conduits, antennae, communication lines, utility lines, fire prevention installations, security installations and service-equipment, including, without limitation, elevator equipment and roof units (collectively, the "Service Elements"), serving only one Unit, and whether or not located within the boundaries of such Unit or of any other Unit, the Common Elements or any Limited Common Elements, shall be a part of the Unit exclusively served thereby (the "Individual Unit Service Elements"). Unless otherwise expressly provided herein, the Unit Owner of the Unit to which such Individual Unit Service Elements are appurtenant shall, at its sole cost and expense, be responsible for the inspection, construction, operation, maintenance, repair, replacement and restoration of the Individual Unit Service Elements appurtenant to its Unit. Said Individual Unit Service Elements shall be kept and maintained in good, safe, orderly condition and repair at a standard appropriate for the high quality nature of the Condominium. The Unit Owner of a Unit to which Individual Unit Service Elements are appurtenant shall have a non-exclusive easement on, over and across any Units, Limited Common Elements and/or Common Elements as may be reasonably necessary to inspect, operate, maintain, repair, replace, restore, improve or alter said Individual Unit Service Elements, and for ingress and egress thereto, provided that the exercise of the rights under such easements will not materially interfere with the use and enjoyment of the Units of other Unit Owners, the Limited Common Elements appurtenant to the Units of other Unit Owners, or Common Elements, and further provided that the Unit Owner shall promptly repair and restore any other Unit, Common Element or Limited Common Element damaged or disturbed by the exercise of said easement rights to the condition that existed immediately prior to exercise of the right.

(b) Improvements; Exterior Surfaces. All Buildings, improvements and fixtures located within the boundaries of a Unit, including any and all drive aisles, improved parking areas, sidewalks and pedestrian paths, outdoor terraces, porches, balconies and patios and landscaped areas, shall be included as part of the Unit within which they are located, unless otherwise designated or defined specifically in (1) Article IV herein, (2) on the Condominium Plat as a Common Element or Limited Common Element, or (3) in the Single Family Condominium Instruments. In addition, any and all exterior surfaces of a Building, including but not limited to, stone, brick, block, glass, metal, wood, masonry or other exterior walls and surfaces, shall be included as part of the Unit in which they are located.

(c) Miscellaneous; Air and Subterranean Rights. If any chutes, flues, ducts, conduits, wires, pipes or any other apparatus or structural component lie partially within and

partially outside of the designated boundaries of a Unit, any portions thereof exclusively serving that Unit shall be deemed a part of that Unit, while any portions thereof serving more than one Unit shall be deemed a Limited Common Element of the Units so served, unless otherwise provided in this Declaration. Each Unit shall include the air and subterranean rights to any unimproved portions of such Unit situated within its Unit boundaries that are described in this Declaration and/or shown on the Condominium Plat.

2.4 Encroachment; Boundaries. If any portion of any Common Elements (including 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 Elements or Limited Common Elements appurtenant to another Unit or Units as a result of the construction of, and any duly authorized reconstruction or repair of, the Condominium Property, or as a result of settling or shifting of the Condominium Property, a valid easement for the encroachment and for its maintenance shall exist so long as the Condominium Property exists and, provided, however, that the Unit Owner or Association, as applicable, shall use reasonable efforts to reconstruct or repair the Condominium Property in such a manner so as to eliminate or minimize any such material encroachments unless otherwise agreed. The physical boundaries of a Unit, the Limited Common Elements appurtenant to a Unit, or Common Elements, constructed or reconstructed in substantial conformity with the Condominium Plat, shall be conclusively presumed to be its boundaries, regardless of the settling or shifting of the Condominium Property and regardless of minor variations between the physical boundaries described in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Unit, Limited Common Element or Common Element.

ARTICLE III

BOUNDARY RELOCATION; SUBDIVISION; PARTITION

3.1 Boundary Relocation. Any Unit Owners of adjoining Units may relocate the boundaries between their Units in accordance with the provisions of Section 703.13(6) of the Act, as same may be renumbered from time to time.

3.2 Unit Separation. Any Unit Owner may separate its Unit in accordance with the provisions of Section 703.13(7) of the Act, as same may be amended or renumbered from time to time.

(a) Raw land units. At any time, the Declarant and/or then current Unit Owner of a raw land unit, may record a separation amendment to the Master Condominium Instruments (the "Separation Amendment"), which causes any number of Buildings to be constructed, each of which will in itself become one or more units. Declarant hereby reserves for itself together with its assigns, the following rights with respect to any raw land unit owned by Declarant or its assigns: (1) the right to further develop at any time, and (2) the right to retain a portion of the raw land unit as a raw land unit as to which future separation may occur. With respect to any developed areas shown on the Separation Amendment, unless otherwise designated as a Limited Common Element, any areas not included in a new unit shall be designated as a Common Element for the Condominium.

(b) Constructed units. If a constructed unit constitutes an entire Building, the unit may be separated into individual units. Any remaining portions of the Building which do not become part of a unit shall become a Limited Common Element appurtenant to the units in the Building or as may be designated in the Separation Amendment.

(c) Sub-condominium Units. Declarant reserves the right for any sub-condominium to record a separation amendment to the sub-condominium instruments for any Unit (the "Sub-Condo Separation Amendment"). The Unit within this Condominium shall retain its legal existence and is owned by the unit owners within the sub-condominium. In addition to being subject to the Master Condominium Instruments, such Unit will also be subject to any sub-condominium instruments. However, their participation in the Master Association may change as a result of the change in form of ownership as provided herein or in the Single Family Condominium Instruments.

3.3 Declarant's Right to Change Plans. Declarant reserves the right to change, without the approval of the Unit Owners or the Condominium Association, the layout, location, dimensions and construction details of the Buildings, Units and Common Elements, including, but not limited to any Limited Common Elements shown on the Condominium Plat which are not yet constructed, provided that such changes shall not substantially alter the nature and quality of the Buildings, Units or Common Elements

3.4 Unit Merger. Except as prohibited by Section 13.1 below, two or more adjacent Units may be merged into a single Unit in accordance with the provisions of Section 703.13(8) of the Act, as same may be amended or renumbered from time to time.

3.5 Creating New Condominiums Out of Units. Upon written notice to the Association, and compliance with the procedures set forth in the Act for creating a condominium, a Unit may itself be subjected to the condominium form of ownership and divided into units, common elements and limited common elements, provided that all provisions set forth herein (including, without limitation, all provisions regarding architectural approvals and use) shall remain in full force and effect with respect to the Unit as a whole. Furthermore, no Unit may be subjected to the condominium form of ownership without the consent of all Unit Owners and all Mortgagees that have a direct interest in the applicable Unit. Following the subjection of any Unit to the condominium form of ownership, the president of the association of unit owners of the condominium so created, or such person as the Association may otherwise designate as set forth in the Single Family Condominium Instruments, shall be the sole representative of the unit owners of such Unit in all matters under this Declaration or concerning the Association, and the Association shall be entitled to rely on all actions of the president of the association with respect to all actions taken whatsoever regarding the Unit.

3.6 No Revocation or Partition. Except as otherwise set forth herein, the Common Elements shall remain undivided and no Unit Owner or any other person shall bring or have the right to bring any action for partition or division thereof, nor shall the Common Elements be abandoned by act or omission, unless the condominium form of ownership is waived and terminated by agreement of all of the Unit Owners or the real estate and improvements constituting the Condominium are withdrawn from its terms, from the terms of the Act or any other statute creating or regarding Condominium ownership.

3.7 Mortgagee Approval. If any Units proposed for boundary relocation, merger or Unit separation are subject to a Mortgage, the proposed amendment to this Declaration and Condominium Plat addendum shall be not effective unless joined by the Mortgagee(s) of all Units involved in the proposed boundary relocation, merger or separation.

ARTICLE IV

COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

4.1 Description of Common Elements. The Common Elements shall consist of the entire Condominium other than the Units, and shall specifically include the following:

(a) Entire Condominium. The "Common Elements" shall consist of the Utility Installations, all landscaped areas of the Condominium Property, the paved driveways, parking areas, private streets, alleys, pedestrian walkways and trails, common signage, fences surrounding the boundary of the Condominium Property and any community areas, community garden(s), community permanently affixed tables or seating, seating corridors, interactive play, plazas, open lawn, garden, and dog park areas, amphitheater, boardwalk areas, basketball, pickleball, tennis, and similar recreational courts, all as may be set forth on the Condominium Plat;

(b) Multi Family Units. In addition to the Common Elements reserved to the entire Condominium, the Multi Family Units shall also include the following Common Elements: elevators;

(c) Service Elements that Serve All Units. All Service Elements that provide service to each and every Unit of the Condominium, if any, whether or not located within the designated boundaries of a Unit, Limited Common Elements or Common Elements, including, but not limited to, any and all storm water facilities, water laterals and improvements located, or to be constructed, on or within the Property; and

(d) Miscellaneous. Except as specifically set forth in Article II above, all other rights, titles, interests, covenants, obligations and responsibilities arising pursuant to any and all easements, rights-of-way, agreements, declarations, restrictions, hereditaments and other rights, either existing as of the date of this Declaration, or arising in the future, that expressly benefit and/or burden the entirety of the Condominium Property and are specifically appurtenant to not just a single Unit or to fewer than all of the Units.

4.2 Description of Limited Common Elements. The Limited Common Elements shall consist of those Common Elements which may be assigned and/or limited to the exclusive use and/or benefit of one or more, but fewer than all, of the Units. The Limited Common Elements are as shown, to the extent possible, on the Condominium Plat, and shall specifically include Service Elements that provide service to more than one Unit but not all of the Units of the Condominium, if any, whether or not located within the designated boundaries of a Unit, Limited Common Element or a Common Element. Notwithstanding the foregoing or anything contained herein, the Limited Common Elements shall also specifically include the following:

(a) Multi Family Units. In addition to those above, the (i) Multi Family Pool; (ii) any parking lots/stalls shown on the Condominium Plat as adjacent to the Multi Family Units;

and (iii) the fitness center located in Unit 8 shall be a Limited Common Element for the exclusive use and benefit of the Multi Family Units.

(b) Single Family Units. In addition to those above, the (i) mailbox and package kiosk, (ii) Clubhouse, (iii) Single Family Pool, (iii) any individual Unit Owner's solar panels, raised planters, or privacy fences (as may be allowed in the Single Family Condominium Instrument); and (iv) any additional areas provided for in the Single Family Condominium Instruments, and as may be shown on the Condominium Plat, shall be Limited Common Elements for the exclusive use and benefit of the Single Family Units.

4.3 Ownership of Common Elements. The undivided ownership interest in the Common Elements appurtenant to each Unit shall be equal to such Unit's Percentage Interest. Any deed, mortgage or other instrument purporting to convey or encumber any Unit shall be deemed to include such Unit's appurtenant Percentage Interest (including, but not limited to, any rights and interests in any insurance proceeds and condemnation awards even though such rights and interests may not be expressly described or referred to therein).

4.4 Public Common Elements. Per the Shared Maintenance and Access Agreement dated July 5, 2022, by and between Declarant and the City as recorded with the Milwaukee County Register of Deeds Office on July 6, 2022, as Document No. 11262671, the parties separately address the responsibility for maintenance of certain public common elements (the "Public Elements").

4.5 Alteration of Limited Common Elements and Common Elements; Board of Director's Authority. The Board of Directors shall have the right to make additions, alterations or improvements to the Limited Common Elements and Common Elements as the Board of Directors, in its opinion, deems to be beneficial or necessary for the preservation, operation or maintenance of the Association, or to otherwise ensure compliance by the Association with the Environmental Documents.

ARTICLE V

OTHER RIGHTS AND OBLIGATIONS OF OWNERS AND INCIDENTS OF UNIT OWNERSHIP

5.1 Use of Units.

(a) The Residential Units may be used and improved for single-family residential purposes and for no other purpose unless otherwise authorized by the Association prior to the commencement of such use. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office or professional practice, may be conducted from the Residential Units (or any portion thereof), except that, to the extent permitted by all applicable laws, codes, ordinances, rules, regulations and orders: (a) all or portions of the Residential Units may be leased as permitted under this Master Declaration, or the Single Family Condominium Instruments, or the Bylaws and the Rules and Regulations of the Association; (b) personal professional libraries may be maintained in the Residential Units; (c) personal or business records and accounts may be

maintained and handled in the Residential Units; (d) business or professional telephone calls and correspondence may be handled in or from the; and (e) such other business may be conducted in or from the Unit, provided that no office or store shall be maintained within any portion of the Residential Units at which clients or customers regularly call.

(b) All Commercial Units (if and when created) may be used for any lawful purpose.

5.2 Rules and Regulations. Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Condominium, may be promulgated and amended from time to time by the Board, in its reasonable discretion. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Board promptly after the adoption of such Rules and Regulations or any amendments thereto. In no event shall such Rules and Regulations materially and adversely affect any Unit Owner's rights under this Declaration.

5.3 Separate Mortgages on Unit(s). Each Unit Owner shall have the right to mortgage or otherwise encumber its respective Unit, together with its Percentage Interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever any other portion of, or interest in, the Condominium excepting its own respective Unit(s) and the appurtenant Percentage Interest(s) in the Common Elements applicable thereto. Notwithstanding the previous sentence, a Unit Owner shall have the right to grant its lender a leasehold mortgage or other security interest encumbering such Unit Owner's leasehold rights, titles and interests arising under and pursuant to any lease that such Unit Owner may have with respect to other Units.

5.4 Alteration of Units. Subject to Section 3.3 and Article IX, a Unit Owner may make improvements or alterations within its respective Unit (including, but not limited to, demolishing existing improvements and/or constructing new or additional improvements), provided that said improvements or alterations: (i) do not impair the structural soundness or integrity, or lessen the support, of any other Unit in the Condominium as determined by engineers, architects or other professionals that may be retained by the Association; (ii) do not create an unlawful nuisance substantially affecting the use and enjoyment of other Units of the Condominium; (iii) do not violate any terms, conditions, requirements or restrictions of this Declaration; and (iv) do not violate the terms and conditions of the Environmental Documents or the rules and regulations of the Association adopted from time-to-time by the Board of Directors to ensure compliance with the Environmental Documents. All alterations or improvements must be accomplished in accordance with applicable laws and regulations. All expenses involved in any such improvement or alteration, including reasonable expenses of the Association in enforcing the provisions of this Section and modifying the Condominium Plat (which may be charged as a Special Assessment to the affected Unit) shall be the responsibility of the Unit Owner seeking the alteration.

5.5 Construction and Mechanics' Liens. Any and all work conducted within a Unit and any Limited Common Elements appurtenant thereto, including, without limitation, the build-out of a Unit, such as the construction of partition walls, the construction or installation of internal HVAC, electrical and plumbing systems, shall be at the direction of and for the benefit of said Unit and the Unit Owner of said Unit only, and any all contractors, materialmen and others providing

work and/or materials in connection therewith shall have a right only to place a lien on said Unit as permitted by law and shall have no right, whatsoever, to place a lien on the Condominium as a whole or any other Unit thereof.

5.6 Maintenance, Repair and Replacement of Units and Limited Common Elements.

(a) Subject to Article IX, each Unit Owner shall be responsible for the cleaning, maintenance, repair and replacement of its Unit and any Limited Common Elements appurtenant to the Unit, including, without limitation, any structural improvements, mechanical systems, electrical systems and plumbing systems, except to the extent that the same are considered Common Elements or Limited Common Elements appurtenant to another Unit or Units, and shall otherwise keep its Unit and any Limited Common Elements appurtenant only to such Unit Owner's Unit in good condition and repair.

(b) Subject to Article IX, to the extent any Limited Common Element is appurtenant to more than one Unit, each such Unit Owner shall be deemed jointly and severally responsible for the operation, cost of use, maintenance, repair, cleaning and replacement of such Limited Common Element and any and all other costs and expenses related thereto shall be shared in equal proportion by each such Unit Owner as further described in Section 8.3(b)(ii)(2) (the "Limited Common Element Expenses"). Notwithstanding anything to the contrary set forth in this section, in the event that any Limited Common Element Expenses are incurred as the result of any damage caused to a Limited Common Element appurtenant to more than one Unit by the negligence or intentional act of a Unit Owner to which the Limited Common Element is appurtenant, the Unit Owner who causes such damage shall be solely responsible for any and all Limited Common Element Expenses that may be necessary to repair the damage caused, and such Unit Owner shall indemnify and hold harmless the other Unit Owner(s) to which the Limited Common Element is appurtenant from any and all costs, damages, liabilities, claims or similar fees and expenses resulting therefrom.

(c) Subject to Article IX, if any Unit, Limited Common Elements or portion of either for which a Unit Owner is responsible, including without limitation any improvements and landscaping, falls into disrepair so as to create a dangerous, unsafe or unsightly condition, or a condition that results in damage to the Common Elements or to any other Unit or Limited Common Elements appurtenant to another Unit or Units, the Association, upon thirty (30) days prior written notice (except for matters imminently affecting human health or safety, including but not limited to, enforcement of the Restrictive Covenants Agreement or compliance with the Environmental Documents, in which case no prior notice shall be required) to the Unit Owner of such Unit, shall have the right to correct such condition or to restore the Unit or Limited Common Element, as the case may be, to its condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit or Limited Common Element for the purpose of doing so, and the Unit Owner of such Unit or responsible for such Unit or Limited Common Element shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 8.3(b).

5.7 Lease of Residential Units. Each Residential Unit or any part thereof may be rented by written lease, provided that:

(a) The Residential Unit, or any part thereof (including any condominium units of same that may be declared) must be rented by written lease of a one-time per year lease of no less than three (3) months and/or no more than two per year leases of no less than six (6) months each, in each case to the same person for a lease term. For the avoidance of doubt, there shall be no leasing of a unit for less than three months once per year, and no more than two leases per year to different persons. During the term of any lease of all or any part of the Residential Unit, the Unit Owner of the Residential Unit (or, to the extent such Unit was declared as a condominium, the unit owner of the applicable unit) shall remain liable for the compliance of the Unit and all tenants or other residents of the Unit with all provisions of this Declaration, the Bylaws and the Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants or other residents of such Unit. Any and all leases shall be approved in advance by the Association and a fully executed copy be provided to the Association within ten (10) business days from execution by Unit Owner and tenant.

(b) All leases of a Residential Unit (including the leases of any condominium units created within a Unit) shall (i) contain a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws and the Rules and Regulations, providing that the lease is subject and subordinate to the same and (ii) provide that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation. Notwithstanding the failure of a lease to contain such a statement, the foregoing principles will be deemed incorporated into such lease and will apply to all such leases. The restrictions against leasing contained in this Section shall not apply to leases of a Residential Unit, or any parts thereof, by the Declarant to any third parties, or to any leases of a Residential Unit, or any parts thereof, to the Association.

5.8 No Restriction on Leasing Commercial Units. Nothing set forth in this Declaration or any of the other Master Condominium Instruments shall impair the ability of any Commercial Unit Owner to lease all or any portion of its Unit.

ARTICLE VI

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

6.1 Membership. Each Unit Owner shall be a member of the Association with such membership to take effect simultaneously with the acquisition of the fee simple interest, or a land contract purchaser's interest in, a Unit. Membership in the Association shall be appurtenant to the Unit upon which it is based, and shall be transferred automatically by conveyance of that Unit. No person other than a Unit Owner may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of legal or equitable title to a Unit; provided, however, that the voting rights of a Unit Owner may be assigned to a

Mortgagee as further security for a loan secured by a lien on a Unit, and that the Declarant has rights as contained herein. In the case of a Unit that is owned by an entity rather than an individual, any natural person designated by such entity shall be considered a "Unit Owner" for purposes of this requirement only.

6.2 Voting Rights. Each Unit will be entitled to the votes as set forth on the attached Exhibit D determined on the basis of the total number of livable dwellings within a Unit on a pro rata basis, with regard to the affairs of Association, which may be amended and adjusted in the future based on the expansion of the Condominium through development of the Expansion Real Estate. This Declaration, and the Bylaws of the Association that may be adopted from time to time, shall establish the manner in which the Unit Owners shall be entitled to exercise its voting rights.

6.3 Suspension of Voting Rights. Except for Units owned or controlled by Declarant, an Owner of a Unit against which the Association has recorded a condominium lien (as authorized by this Declaration, the Act and the Master Association Instruments) shall not be permitted to vote with regard to the affairs of the Association (and such Unit shall be disregarded for purposes of the vote taken, including the establishment of a quorum) unless and until the Owner has paid to the Association all amounts required of it as a condition to the Association's duty to release the lien or as otherwise provided in Section 8.6. The foregoing suspension of voting rights shall not apply to a Mortgagee who has acquired title to a Unit by a deed in lieu of foreclosure or similar voluntary conveyance by an Owner to a Mortgagee.

6.4 Master Association Instruments. The provisions of this Article VI are to be supplemented by the Master Association Instruments, provided, however, that the provisions thereof shall not substantially alter or amend any of the rights or obligations of the Unit Owners set forth in this Article VI.

6.5 Formation of Association; Power and Responsibility Prior to Establishment.

(a) Establishment. Pursuant to Section 703.15(2)(a) of the Act (as such section may be renumbered from time to time), the Declarant will establish and form the Association not later than the date of the first conveyance of a Unit to a party other than the Declarant. After it is established, the membership of the Association shall at all times consist exclusively of all of the Unit Owners as further described in Section 6.1 above.

(b) Power and Responsibility Prior to Establishment. Pursuant to Section 703.15(2)(b) of the Act (as such section may be renumbered from time to time), until the Association is established as described in subpart (a) above, the Declarant shall have the power and responsibility to act in all instances where the Act, any other provision of the law, or this Declaration require action by the Association or its officers.

ARTICLE VII

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

7.1 Management and Control of the Common Elements. Upon formation pursuant to Section 6.5 above, the Association, subject to the specific rights and duties of Unit Owners set

forth in this Declaration, will be responsible for the exclusive management and control of any Common Elements (except to the extent that the same are designated Limited Common Elements, in which case, unless otherwise provided in the Master Condominium Instruments or the Single Family Condominium Instruments, said Limited Common Elements shall be managed and controlled exclusively by the Unit Owners owning the Units to which such Limited Common Elements are appurtenant), including, by way of illustration:

(a) Establishing Rules and Regulations with regard to the use and enjoyment thereof by Unit Owners and their respective Invitees of such Common Elements;

(b) Maintaining, repairing, insuring, operating and replacing any Common Elements (except to the extent such maintenance, repair and replacement is the responsibility of a Unit Owner as otherwise provided herein);

(c) Keeping any Common Elements in good repair and in a clean and attractive condition; and

(d) Enforcing all provisions of the Institutional Controls and the Final Cover Barrier Maintenance Plan dated April, 2014 (“BMP”) and the Final Soil Management Plan dated April, 2014 (“SMP”), imposed by the DNR pursuant to the Certificate of Completion dated November 20, 2014 and further imposed pursuant to letters from the DNR to Douglas Fletcher with DuPont Corporate Remediation Group dated October 21, 2014 and to Joe Wiley, Kinder Morgan dated October 21, 2014 all of which are on file with the DNR under BRRTS Numbers 02-41-278988, 02-41-280624, 06-41-554563, 02-41-531534 and 06-41-554566 and copies of which are maintained by the Association, including, but not limited to:

(i) adopting rules and regulations for the construction, installation, repair, maintenance, replacement, renovation and remodeling of all Units and Common Elements within the Association;

(ii) accessing Common Elements and, with at least 24 hours notice to a Unit Owner, individual Units, to make any repairs or improvements necessary or required to comply with the Environmental Documents, and engaging contractors to access such areas and perform such work on behalf of the Association; and

(iii) take all steps deemed necessary by the Board of Directors to ensure compliance with the Environmental Documents.

The Association is required to retain a professional management company (the “Property Manager”) with the experience necessary to perform the duties of the Association relating to the management, maintenance, and repair of the Common Elements and Limited Common Elements of the Condominium. The Association shall enter into a management contract with the Property Manager (the “Management Contract”) on such terms and conditions as the Association and Property Manager shall agree.

7.2 Services. In addition to the requirement to retain the Property Manager as set forth in Section 7.1 above, the Association may obtain and pay a commercially reasonable management

fee for the services of any person or business to manage, or assist in the management of, its affairs, or any aspect thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation, management and control of any Common Elements, whether such personnel are furnished or employed directly by the Association, or by any Person with whom or which it contracts. The Association may obtain and pay for any management, legal and accounting services necessary or desirable in connection with the operation, management and control of the Common Elements or the enforcement of the provisions of the Condominium Instruments.

7.3 Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all of the Unit Owners, tangible and intangible personal property, and may dispose of the same by sale or otherwise.

7.4 Rules and Regulations. The Association may, by action of its Board taken in accordance with the Bylaws, adopt such reasonable Association Rules and Regulations as it may deem advisable for the maintenance, conservation and beautification of the Condominium, and for the health, comfort, safety and general welfare of the Unit Owners and in furtherance of the rights and duties of the Unit Owners, the Association and the Declarant hereunder, as long as such Rules and Regulations do not contradict rights given herein. Written notice of such Rules and Regulations shall be given to all Unit Owners, and the Condominium shall at all times be maintained, used, occupied and enjoyed subject to such Rules and Regulations.

7.5 Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or to effectuate any such right or privilege.

ARTICLE VIII

COMMON EXPENSES AND ASSESSMENTS

8.1 Common Expenses. Each Unit Owner shall be liable for the share of the Common Expenses related solely to the Common Elements (not including the Public Elements) of the Condominium that may be assessed by the Association against such Owner's Unit, but only to the extent any such Common Expenses exist and are payable. "Common Expenses" may include, by way of illustration and not limitation, and only to the extent that any such Common Expenses exist and are payable, (i) commercially reasonable expenses incurred by the Association for insurance, repairs, maintenance, operation, replacement, management services, reserves, ordinary and necessary capital improvements, acquisition of personal property necessary to the conduct of Association affairs; and (ii) such other reasonable and necessary expenses as reasonably determined by the Association's Board from time to time. Common Expenses shall not include any Limited Common Element Expenses nor any costs associated with the Public Elements.

8.2 Budget. To the extent any Common Expenses are due and payable, the Association will adopt an annual budget of Common Expenses and levy General Assessments therefor against the Units in the manner described in Section 8.3(a) below, except as set forth herein. The budget may include the funding of an adequate replacement reserve for Common Elements out of General Assessments and, as may be provided for more specifically in the Bylaws adopted from time to

time, will generally set forth the following: (a) all anticipated Common Expenses related to the Common Elements, if any, and any amounts to be allocated to any replacement reserve account, if any, and to any other funds for future expenditures, (b) the amount and purpose of any other anticipated Association expenditure, if any, (c) the amount in any replacement reserve account or any other funds held for future expenditures related to Common Elements, if any, (d) any common surpluses, (e) the amount and source of any income, other than assessments from Owners, and (f) the aggregate amount of any Assessment to be levied against Owners and the purpose of the Assessment.

8.3 Assessments.

(a) General Assessments. The Association shall levy monthly general assessments (the "General Assessments") against the Units for the purpose of maintaining a fund from which Common Expenses may be paid, but only to the extent any such Common Expenses exist and are payable. General Assessments for the expenses related to any Common Elements described in Section 4.1 shall be levied against the Units in proportion to their respective Percentage Interests. General Assessments, if any, will be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws that may be adopted from time to time. Any General Assessment not paid when due shall bear interest until paid as determined by the Association, or as otherwise set forth in the Bylaws that may be adopted from time to time, and, together with interest, collection costs, and reasonable attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Act.

(b) Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") as follows:

- (i) against the Units for deficiencies in the case of destruction or condemnation as set forth in Article X, in which case the Special Assessments shall be levied against the Units in accordance with their respective Percentage Interests;
- (ii) against any Unit or Units for defraying the cost of improvements to the Common Elements or Limited Common Elements, in which case the Special Assessments shall be levied against the Units as follows:
 - (1) in the case of improvements to the Common Elements other than Limited Common Elements, in accordance with their respective Percentage Interests, or
 - (2) in the case of improvements to the Limited Common Elements, in accordance with such other applicable formulas, provisions and procedures designed to equitably apportion such costs among the Units that are served by the same, as may be determined by the Association and as may be further set forth in the Bylaws adopted from time to time;

- (iii) against any Unit to cure any violation by the Unit Owner under Section 5.6, in which case the Special Assessment shall be levied solely against such Unit;
- (iv) against any Units for the purpose of covering any unbudgeted expense or for funding any operating deficit, in which case the Special Assessments shall be levied against the Units in accordance with their respective Percentage Interests, or such other applicable formulas, provisions and procedures determined by the Association and set forth in the Bylaws that may be adopted from time to time;
- (v) against any Unit for the insurance deductible under Section 10.4, in which case the Special Assessment shall be levied solely against such Unit; or
- (vi) for costs related to a Unit Owner's request and review for architectural review as provided in Article IX below.

(c) Sub-condominium. In the event there is a sub-condominium, the General Assessments and Special Assessments due under this master Condominium shall be payable by such sub-condominium association and, therefore, included in the sub-condominium association's assessments. Each sub-condominium unit owner is nonetheless subject to a condominium lien for its proportionate share on a pass through basis.

8.4 Initial Working Capital Fund. Each purchaser of a Unit shall, at the time of conveyance, pay to the Association an amount equal to two (2) months installments of the regular assessment provided for in this Article, or such greater amount as designated by the Board. Amounts paid under this section shall not be considered advance payments of installments of general assessments, but shall be maintained as working capital and kept in a segregated account.

8.5 Statutory Reserve Account. In no event shall any reserve account established by the Association be deemed to be a statutory reserve account pursuant to Section 703.163 of the Act. The Declarant hereby elects not to establish a statutory reserve account at this time under the provisions of Section 703.163 of the Act.

8.6 Liability of Owners; Lien Rights of Association. A Unit Owner shall be liable for Assessments assessed against its Unit and for interest on delinquent Assessments, and costs of collection (including reasonable attorneys' fees), as such interest and costs of collection may be imposed by the Association and/or set forth in the Bylaws to be adopted from time to time. If a Unit is owned by more than one Owner, such liability shall be joint and several. This liability shall not terminate upon the voluntary or involuntary transfer of the Unit, the separation of the Unit pursuant to Section 3.2, the merger of the Unit pursuant to Section 3.4, or the subjection of the Unit to the condominium form of ownership pursuant to Section 3.5. The assessment of Assessments, together with such interest as the Association may impose for delinquencies and costs of collection (including reasonable attorneys' fees and expenses), shall constitute a lien on the Unit against which the Assessment has been made as provided in this Article VIII and as may be provided in the Bylaws adopted from time to time. Attachment, filing/recording, effectiveness,

priority and enforcement of the lien shall be governed by the Act, including without limitation the provisions of Section 703.165 of the Act, pursuant to which such liens are subordinate to all sums unpaid on a first mortgage recorded prior to the making of the Assessment and such other liens described in Section 703.165(5) of the Act. When a Unit Owner fails to pay Assessments when due, the Association may bring an action at law against the Owner personally or foreclose the lien against the Unit in like manner as a mortgage of real estate, provided any Mortgagee of the Unit is first provided the notice set forth in Article XI below.

ARTICLE IX

ARCHITECTURAL CONTROL

9.1 Architectural Control Authority. No exterior additions or alterations (including painting or decorating) of any Buildings, porches, patios, decks, awnings, additional fences, or changes in existing fences, hedges, shrubs, trees, landscaping, walls, walkways and other structures or plantings, or improvement to or enclosure of any Limited Common Element, shall be constructed, erected, planted or maintained unless and until the following have been submitted to and approved in writing by the Board: the plans and specifications showing the nature, kind, shape, height, materials, location, color, approximate cost of the work; proposed impact of the work on the appearance of the Condominium; confirmation the work does not violate the Environmental Documents; and a statement identifying the project contractor for the work. Approval may be granted or denied at the discretion of the Board. No such additions or alterations may be made by an Owner without all permits and approvals required under City ordinances. Approval is further subject to compliance with the provisions of Section 703.13(5m) of the Act. The approval of any work shall not in any way be construed so as to impair the right of the Association to undertake any decoration of or alteration to any Common Element, including any such work as may alter or eliminate the Owner's work approval, and no such decoration or alteration work by the Association shall create any liability by the Association to such Owner. Neither the members of the Board of Directors nor its designee(s), representative(s) or committee members shall be entitled to compensation to themselves for services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by the Board or their designee(s). Any costs and expenses incurred by the Association relative to any application for approval (whether or not approval is granted) and/or enforcement of the provisions of this section, including but not limited to reasonable actual fees of attorneys, architects, engineers, surveyors, designers and/or construction experts, may be charged by the Association as a Special Assessment against the applicable Unit. In addition to the Association approval required above, the Unit Owner instituting any additions, modifications or changes is responsible, at the sole cost and expense of the Owner(s) of such Unit, for obtaining any required approvals from the City. Approval of any work is not a representation or warranty by the Board or the Association of the quality of any work or whether the plans and specifications submitted are sufficient for the purposes of performing the work or the use of the work. No Board director is responsible for actions taken in this Article IX if undertaken in good faith. The Owner(s) of such Unit (jointly and severally) shall indemnify and hold harmless the Association and all other Unit Owners, upon demand, from all loss, costs, expenses, damages and costs of enforcement, including but not limited to fines, reasonable attorney's fees, and costs of modification and/or removal, resulting from the failure of the owner(s) of such Unit to properly obtain Association and/or governmental approval. The Board may establish and modify Rules and Regulations specifying a procedure for such applications, the

quality of materials that must be submitted, the approval of any contractors, and imposing other procedural conditions to approval.

9.2 Declarant Control. During the period of Declarant control, Declarant shall have the exclusive right to act as the representative of the Board for architectural control purposes.

ARTICLE X

INSURANCE; DAMAGE OR DESTRUCTION; EMINENT DOMAIN

10.1 Insurance. The Association Board and Unit Owners shall obtain and maintain insurance as provided in Section 703.17 of the Act, or such greater amount as may be set forth and established in the Bylaws that may be adopted by the Association from time to time.

10.2 Damage or Destruction of Common Elements.

(a) Duty to Repair and Reconstruct. If all or any part of the Common Elements (except to the extent that the same are designated as Limited Common Elements) become damaged or are destroyed by any cause, the damaged Common Elements shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds, except to the extent Unit Owners holding seventy-five percent (75%) or more of the Percentage Interests consent to subject the Condominium to an action for partition. In that event, the Association shall record with the office of the Register of Deeds for Milwaukee County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to their respective Percentage Interests in the Common Elements determined prior to the taking.

(b) Plans and Specifications. Any reconstruction or repair of the Common Elements shall be made in accordance with the maps, plans, and specifications used in the original construction of the damaged improvements, unless the Board and a 2/3 majority of the Mortgagees authorize the variance. If a variance is authorized from the maps, plans, and specifications used in the original construction, then an amendment to the Condominium Plat and Declaration shall be recorded as necessary by the Association setting forth such authorized variance from the original construction.

(c) Responsibility for Repair. In all cases after a casualty has occurred to the Common Elements (except to the extent that the same are designated as Limited Common Elements), the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

(d) Insurance Proceeds and Construction Fund. All insurance proceeds received with respect to the Common Elements (except to the extent that the same are designated as Limited Common Elements) shall be held by the Association as trustee for the benefit of the Unit Owners and Mortgagees and shall be disbursed by the Association for the repair or reconstruction of such damaged Common Elements. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds received with respect to such

Common Elements unless there is a surplus of insurance proceeds after such damaged Common Elements have been completely restored or repaired as set forth in Section 10.2(f) below.

(e) Assessments For Deficiencies. If the proceeds of insurance received by the Association with respect to those damaged Common Elements that are not also designated Limited Common Elements are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made pursuant to Section 8.3 against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

(f) Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Common Elements or any portion of the Common Elements taken by eminent domain are referred to herein as "Construction Funds." It shall be presumed that the first monies disbursed in payment of costs of reconstruction or repair is insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners in accordance with their respective Percentage Interests in the Common Elements.

(g) Mortgagees' Consent Required. No approval, consent or authorization given by any Unit Owner under this Section 10.2 shall be effective unless it is consented to in writing by the Mortgagee (if any) holding the first lien against the Unit.

10.3 Damage or Destruction of Unit or Limited Common Elements. Subject to Article IX, following any damage or destruction to any Unit and/or the Limited Common Elements appurtenant to such Unit, then the Unit Owner shall repair and restore such Unit and/or Limited Common Elements appurtenant thereto to its condition prior to the damage or destruction as soon as possible. The Unit Owner may make changes to the interior design of the Unit provided such changes meet the requirements of Section 5.4. In the case of any damage or destruction to any improvements constituting the Unit or Limited Common Elements appurtenant thereto, the Association shall disburse the insurance proceeds attributable to such improvements to the Unit Owner of such Unit (or, if the damage is to a Limited Common Element appurtenant to more than one Unit, to the Unit Owners of the Units to which the Limited Common Element is appurtenant) in monthly installments to fund the reconstruction and repair of the improvements. Following completion of the work described in the previous sentence, the Association shall disburse the balance of the insurance proceeds attributable to such improvements to the Unit Owner (or applicable Unit Owners, if the damaged Limited Common Element is appurtenant to more than one Unit). The Unit Owner shall have the sole responsibility for all repair and reconstruction of improvements constituting the Unit, as well as to any Limited Common Element appurtenant to the Unit (and in the event that the Limited Common Element in question is appurtenant to more than one Unit, each Unit Owner of a Unit to which such Limited Common Element is deemed appurtenant will be jointly and severally responsible for any repair and reconstruction of the improvements constituting the Limited Common Element).

10.4 Insurance Deductible. In the event of any insured loss, the Association's deductible shall be considered a maintenance expense to be paid by the person or entity (including the Association) who would be responsible for such maintenance under the Master Condominium

Instruments, in the absence of insurance. If the loss is caused by more than one Unit or a Unit and the Common Elements, the deductible shall be equitably apportioned by the Board in its sole discretion among the parties suffering loss in proportion to the total cost of repair of insurable items. The amount due from any Unit Owner for the deductible shall be conclusive as long as the Board provided each interested party an opportunity to state its position prior to any apportionment. In determining the allocation of the deductible, the Board may take into account whether or not the negligence of any person or entity contributed to the loss, even if the loss didn't originate from that unit (e.g. unit owner leaves window open in winter and common element pipe freezes) and may allocate the deductible based on any such negligence.

10.5 Condemnation.

(a) Allocation of Award. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

- (i) Every Unit Owner shall be allocated the entire award for the taking of all or part of its respective Unit or any improvements constituting the Unit and for consequential damages to the Unit or any improvements constituting the Unit.
- (ii) In the event no reconstruction is undertaken, any award for the taking of Condominium Property shall be allocated to all Unit Owners in proportion to their respective Percentage Interests in the Common Elements.

(b) Determination to Reconstruct Common Elements. Following the taking of part of the Common Elements, the Common Elements shall be restored or reconstructed, unless the Unit Owners holding seventy-five percent (75%) or more of the Percentage Interests consent to subject the Condominium to an action for partition. In that event, the Association shall record with the office of the Register of Deeds for Milwaukee County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to their respective Percentage Interests in the Common Elements determined prior to the taking.

(c) Determination to Reconstruct Units or Limited Common Elements. Subject to Article IX, following the taking of part of a Unit, the Unit Owner shall cause the balance of the Unit to be restored or reconstructed, unless the restoration or reconstruction of the Unit to a usable whole is impractical or impossible as determined by such Unit Owner in its sole discretion. Following the taking of part of a Limited Common Element, the Unit Owner or Unit Owners whose Unit is appurtenant to such Limited Common Element shall cause such Limited Common Element to be restored or reconstructed, unless the restoration or reconstruction of such Limited Common Element is impractical or impossible as determined by such Unit Owner or Unit Owners in its or their sole discretion.

(d) Plans and Specifications for Common Elements or Unit. Any reconstruction of any partially taken Common Elements or any partially taken Unit shall, as far as is practicable, be made in accordance with the maps, plans and specifications used in the original construction, unless the Board shall authorize a variance from such plans and specifications. If a variance is authorized from the maps, plans, and specifications used in the original construction, then an amendment to the Condominium Plat and Declaration shall be recorded as necessary by the Association setting forth such authorized variance from the original construction.

(e) Responsibility for Reconstruction. Subject to Article IX, in all cases after a taking of all or part of the Common Elements not designated as Limited Common Elements, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild. In all cases after a taking of all or part of a Unit, the responsibility for restoration and reconstruction shall be that of the Unit Owner. In all cases after a taking of all or part of a Limited Common Element, the responsibility for restoration and reconstruction of such Limited Common Element shall be that of the Unit Owner or Unit Owners whose Unit is appurtenant to such Limited Common Element.

(f) Assessments for Deficiencies. If the condemnation award for the taking of the Common Elements is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs.

(g) Surplus in Construction Fund. It shall be presumed that the first monies disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among the affected Unit Owners in accordance with their respective Percentage Interests in the Common Elements and/or Limited Common Elements.

(h) Percentage Interests Following Taking. Following the taking of all or any part of any Unit, then, unless the Condominium is submitted to an action for partition under (b) above, the Percentage Interest appurtenant to any Unit shall be equitably adjusted to reflect the respective relative values of the remaining Units (or portions thereof) to all of the Units.

(i) Mortgagees' Consent Required. No approval, consent or authorization given by any Unit Owner under this Section 10.4 shall be effective unless it is consented to in writing by the Mortgagee (if any) holding the first lien against the Unit.

ARTICLE XI

EASEMENTS AND RESERVATIONS

11.1 Additional Easements. In addition to and in supplementation of the easements provided for elsewhere in this Declaration and by Section 703.32 of the Wisconsin Statutes, as amended and renumbered from time to time, and other provisions of the Act, and any and all licenses, easements, rights-of-way, covenants, limitations and restrictions of record, the Condominium shall be subject to the following easements and restrictions:

(a) Utility and Other Easements. The Units, Limited Common Elements and Common Elements, as well as the Condominium Property, shall be, and are hereby, made subject to easements in favor of the Declarant, any Unit Owner, the Association, appropriate utility and service companies and governmental agencies or authorities for (1) any existing Service Elements that serve any portion of the Condominium Property as of the recording of this Declaration, and (2) any additional Service Elements that may be necessary or desirable in the future to serve any portion of the Condominium Property but only if such additional Service Elements (i) are approved by, and in locations designated by the Association Board, and (ii) do not materially interfere with the use and enjoyment of any Units, Limited Common Elements and/or Common Elements. Subject to the requirements set forth in this section, the easements provided for by this Section 11.1(a) shall include, without limitation, rights of Declarant, any Unit Owner, the Association, any providing utility, any service company, and any governmental agency or authority and any of them to install, lay, maintain, repair, relocate and replace Service Elements and any other appropriate equipment and facilities over, under, through, along and on the Units, Limited Common Elements and Common Elements. Unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of the recording of this Declaration or so as not to materially interfere with the use or occupancy of the Unit by its Unit Owner and its Invitees.

(b) Common Elements and Limited Common Elements Easement in Favor of Unit Owners. The Common Elements and the Limited Common Elements shall be and are hereby made subject to an easement in favor of the Association and the Units benefited by such Common Elements and Limited Common Elements for the installation, repair, maintenance, use, removal and/or replacement of Service Elements, whether or not such Service Elements are located in any of the other Units or in any other part of the Condominium, to the extent such Service Element serves any Unit or is necessary for service to any Unit provided that any such installation, repair, maintenance, use, removal and/or replacement of any such item does not, in the determination of the Association Board, unreasonably interfere, in any material adverse respect for any significant time period, with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of any Building, or impair or structurally weaken any Building or the mechanical and utility systems serving any Building and any and all such work is performed in a good and workmanlike manner.

(c) Units, Limited Common Elements and Common Elements Easement in Favor of Association. The Units, Limited Common Elements and the Common Elements are hereby made subject to the following easements in favor of the Association and its agents, employees and independent contractors:

- (i) For inspection of the Units, Common Elements and Limited Common Elements in order to verify the performance by Unit Owners of all items of maintenance and repair for which they are responsible and to correct or remove therefrom any violations of the Master Condominium Instruments or applicable governmental regulations;

- (ii) For inspection, installation, maintenance, repair, replacement, renovation, alteration, improvement, or relocation of Service Elements, the Common Elements, or the Limited Common Elements situated in or accessible from such Units, Limited Common Elements or Common Elements;
- (iii) For correction of emergency conditions in one or more Units, Limited Common Elements or Common Elements;
- (iv) For inspection, assessment, repair, replacement, renovation, alteration or improvement as may be necessary or desirable as a result of a casualty or condemnation to any of the Limited Common Elements, Common Elements or Units; and
- (v) For inspection, maintenance, repair or replacement if the Unit Owner fails to comply with the Environmental Documents or violates the terms thereof.

Any installation, replacement or relocation of Limited Common Elements, Common Elements or Service Elements within a Unit shall be located at or near previous locations (if any) or, to the extent commercially feasible, in locations which will not unreasonably disturb the use of the Unit for its intended purposes. Except in an emergency, any right of access to a Unit granted pursuant to this section shall be exercised only after five (5) business days advanced notice and with commercially reasonable efforts to minimize interference with the use of such Unit. In case of an emergency such right of entry shall be immediate and without notice, whether or not the Unit Owner is present at the time.

(d) Emergency Ingress and Egress. All Units and Limited Common Elements appurtenant to the Units shall be subject to an easement for ingress and egress as may be necessary for the provision of any emergency services or as otherwise may be necessary with regard to emergency egress from any Building situated on the Condominium Property.

(e) Subjacent and Lateral Support Easement. Any structural and load bearing retaining and foundation walls, structural slabs, columns and pillars and similar improvements situated in and as part of a Unit that provide material structural support to improvements on and part of another Unit shall be subject to a perpetual easement to and for the benefit of the supported Unit for subjacent and lateral support and the Unit subject to such easement for the benefit of the supported Unit shall not be modified, altered or reconstructed in any manner that would materially endanger the structural soundness, weaken, lessen or undermine the subjacent and lateral support provided to the supported Unit as described herein.

(f) Access and Use Easement. Each Unit Owner, along with its Invitees, is hereby granted a non-exclusive easement in common with all other Unit Owners, and their respective Invitees, for pedestrian and vehicular, as applicable, ingress and egress through, and the use and enjoyment of, those portions of the Condominium Property that consist specifically of vehicle drive aisles, exterior parking areas (to the extent same are intended for general public use and not otherwise restricted or reserved), sidewalks and pedestrian pathways, to the extent that

such areas of the Units are maintained as public spaces of the Condominium Property and have not been designated or restricted for the exclusive use of a tenant or other occupant of a Unit, closed off to public access or otherwise restricted as to private use by a Unit Owner or pursuant to any Rules and Regulations that may be adopted by the Board from time to time.

(g) Declarant's Easements.

- (i) During any construction or development of the Condominium Property by Declarant, Declarant reserves an easement for itself and for the benefit of any contractors to use portions of the Common Elements, Limited Common Elements and any Units, for any purpose related to the construction, repair or renovation of the Condominium Property, which such easement includes the right of Declarant and its contractors and subcontractors to the storage of tools, machinery, equipment, building materials, appliances, supplies and fixtures, and the performance of work respecting the Condominium Property, including, but not limited to, the installation, relocation, alteration, replacement and removal of utility systems and Service Elements.
- (ii) Declarant reserves an easement on, over and under those portions of the Condominium Property for the purpose of maintaining and correcting drainage of surface, roof or storm water. The easement created by this Section 11.1(g)(ii) expressly includes the right to remove any existing structures, cut any trees, bushes, or shrubbery, to grade any soil, to landscape or to take any other action reasonably necessary.
- (iii) Until the Declarant shall have satisfied all of its obligations under the Master Condominium Instruments and all commitments in favor of any Unit Owner, the Association and the City of Oak Creek, Declarant shall have an easement through the Units, Limited Common Elements and the Common Elements for any access necessary to complete any construction repairs, replacement, maintenance, renovations or modifications that are required to be performed by Declarant.
- (iv) No Unit Owner or the Association shall take any action, or fail or refuse to take any action, whether or not requested by Declarant, which would in any manner impair, impede, limit, alter or prevent the completion of the construction or development of the Condominium Property by Declarant or the rights reserved or granted to Declarant under this Declaration, or make more costly or burdensome such construction or the exercise of such rights by Declarant hereunder.

11.2 Binding Nature. All easements and rights described herein are granted and reserved to and shall inure to the benefit of and be binding upon, Declarant, the Association, all Unit Owners and their respective Invitees and their respective successors and assigns. Either the Association or Declarant, as applicable, shall have the authority to execute all documents necessary to carry out the intent of this section.

11.3 Damage to Unit; Easement Indemnification. Each party exercising its rights under any easement granted hereunder over a Unit shall exercise such right in a reasonable manner in order to minimize interference with the use and occupancy of the Unit over which the right is being exercised and promptly repair and restore any damage to the Unit caused by such exercise to its condition immediately prior to such exercise. With respect to any easement granted pursuant to this Declaration by any Unit Owner or the Association to any other Unit Owner, their Invitees or the Association, as the case may be, the party exercising the specific easement rights granted hereunder will, to the extent not covered by any insurance carried by any Unit Owner or the Association, indemnify and hold harmless the Unit Owner (in the case of an easement over any Unit or Limited Common Element) or the Association (in the case of any easement over any Common Elements) for any loss, damages, claims and liabilities to the extent resulting from such benefiting party's exercise of its easement rights. Except in an emergency, or as otherwise expressly set forth in this Declaration, any right of access to a Unit, any Limited Common Elements appurtenant thereto, or the Common Elements, granted pursuant to this Declaration shall be exercised only after five (5) business days advanced written notice to the applicable Unit Owner (in the case of access to a Unit or any Limited Common Elements appurtenant thereto) or the Association (in the case of access to any Common Elements). Notwithstanding the foregoing, in case of an emergency such right of entry shall be immediate and without notice, whether or not the Unit Owner (in the case of a Unit or a Limited Common Element appurtenant thereto) or a representative of the Association (in the case of any Common Elements) is present at the time.

ARTICLE XII

MORTGAGEES

12.1 Separate Mortgages of Units. No Unit Owner shall have the right or authority to Mortgage or otherwise encumber the Property or any part thereof; provided, however, that each Unit Owner shall have the right to Mortgage or encumber his or her own Unit and its undivided Percentage Interests in the Common Elements.

12.2 Mortgagees. When a Mortgage is delivered by a Unit Owner to the Mortgagee, the Unit Owner shall simultaneously notify, in writing, the secretary of the Association of the name and address of such Mortgagee. Upon receipt of such notice, the secretary of the Association shall notify the insurer of the Mortgagee's name and address.

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

12.4 Liens. The liens for Assessments created under the Act or pursuant to the Declaration or the Bylaws upon the Unit shall be subject and subordinate to and shall not affect

liens for general and special taxes, all unpaid sums on a first-lien Mortgage recorded prior to the making of the Assessment, construction liens filed prior to the making of the Assessment and all unpaid sums on any loan made by the Veterans Administration under Section 45.79 of the Wisconsin Statutes.

12.5 Mortgagee in Possession. A Mortgagee acquiring title to a Unit pursuant to remedies provided in its Mortgage or through foreclosure shall not be liable for any of such Unit's unpaid assessments accruing prior to the Mortgagee's acquisition of title to the Unit.

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

(a) Notice of any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing its Mortgage;

(b) Notice of any ten (10) days delinquency in the payment of assessments or charges owed by the Owner of the Unit on which it holds a Mortgage;

(c) Notice that payment of the premium is more than ten (10) days late and notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association or any entity responsible for managing the Condominium within sixty (60) days prior to any such lapse, cancellation or material modification;

(d) Notice of any proposed action that requires the consent of a specified percentage of Mortgage holders;

(e) Notice of any default by the Owner of such Unit in the performance of such Owner's obligations under any of the Association Instruments which is not cured within thirty (30) days;

(f) Copies of the Master Association Instruments, budgets, notice of any Assessments, or any other notices or statements provided under this Declaration by the Board to the Unit Owner;

(g) Copies of any financial statements of the Association which are distributed to the Unit Owners;

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

(i) Notice of damage in excess of \$50,000.00 to, or destruction of, any Unit or subject to the Mortgage or any damage to the Common Elements in excess of \$100,000.00;

(j) Notice of any decision by the Board to terminate any professional management of the Property;

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

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

(m) Notice of any judgment which is rendered against the Association;

(n) The right to cure a default in the payment of any Assessment; and

(o) Upon written request of any of the Agencies (defined below), the Association shall prepare and furnish, within a reasonable time, an audited financial statement of the Association for the immediately preceding fiscal year.

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

12.7 Restrictions on Actions of Association. The Association may not: (i) encumber the Common Elements; (ii) assign the future income of the Association, including the right to receive any Assessments; or (iii) violate the Condominium Instruments, or the Environmental Documents. However, no provision contained herein shall be deemed to limit the Association's power to grant any easements over the Common Elements, or to collaterally assign interests and income of the Association to a lender.

12.8 Amendment to Declaration and Bylaws. No material amendment to this Declaration or the Bylaws shall be made unless first agreed to by at least 67% of the Unit Owners, plus first-lien Mortgagees that represent at least 51% of Units subject to first-lien Mortgages. A Mortgagee's agreement to the proposed amendment will be deemed given in the event that the Mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after the Mortgagee actually receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with "return receipt" requested.

12.9 Priority of First-Lien Mortgagees. Except as otherwise provided by the Act, no provision of the Master Association Instruments shall be construed to grant to any Unit Owner or other party priority over any rights of the first-lien Mortgagees in the case of payment to the Unit Owner of proceeds from termination, insurance proceeds, or condemnation awards for losses to or a taking of Units and/or Common Elements.

12.10 Restoration. Any restoration or repair of the Condominium after a partial condemnation or damage due to an insured hazard shall be performed substantially in accordance with this Declaration and the original plans and specifications, unless other action is approved by first-lien Mortgagees that represent at least 51% of Units subject to first-lien Mortgages.

12.11 Termination. Any action to terminate the Condominium or to use insurance proceeds for any purposes other than to restore/rebuild the Condominium must first be agreed to by first-lien Mortgagees that represent at least 51% of the Units subject to first-lien Mortgages.

12.12 Rights of First Refusal. In the event there are any rights of first refusal in the Association Instruments, they will not apply to or adversely impact the rights of a Mortgagee to: foreclose or take title to a Unit pursuant to the remedies in its Mortgage; accept a deed or

assignment in lieu of foreclosure in the event of default of the Mortgage by a Unit Owner; or sell or lease a Unit acquired by the Mortgagee.

12.13 Insurance. The Association shall be required to maintain all insurance required by the Agencies (defined below).

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

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

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

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

12.15 Special Amendments. Declarant, for as long as the Declarant shall have ownership in the Property or Condominium, and when the Declarant no longer has an interest in the Property or Condominium then the Board, shall have the right and power to record special amendments to this Declaration at any time and from time to time which amend this Declaration (i) to comply with requirements of the FNMA, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities or any institutional lender issuing a commitment to make Mortgage loans covering twenty percent (20%) or more of the Units ("Agencies"), (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee Mortgages secured by any Unit, (iii) to conform this Declaration with the requirements of the Act, or (iv) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to make or consent to a special amendment on behalf of each Unit Owner. Each deed, Mortgage or other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power reserved to Declarant to make, execute and record Special Amendments. The rights reserved to the Declarant under this Section shall terminate at such time as the Declarant no longer holds or controls title to any part of the Property or ten (10) years from the date this Declaration is recorded, whichever first occurs.

12.16 Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of Article XII of this Declaration, neither Article XI nor any section of this Declaration requiring the approval of a Mortgagee to any action shall be amended unless all Mortgagees have given their prior written approval.

ARTICLE XIII

AMENDMENT OF DECLARATION

13.1 General. Except as otherwise provided herein, this Declaration may be amended only by the written consent of Owners of Units which represent at least sixty-seven (67%) of the Percentage Interests. A Unit Owner's consent is not effective unless approved by the Unit's first lien Mortgagee, if any (subject to the Single Family Condominium Instruments). Amendments shall be prepared and executed by the president of the Association and shall become effective when recorded in the Milwaukee County Register of Deed's Office. A Mortgagee of a Unit shall be provided a copy of any adopted amendment to the Declaration within ten (10) days of the adoption of same. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded (except that a first-lien Mortgagee shall be entitled to bring a challenge to an amendment after this one (1) year period if the challenge is based upon a failure to obtain the first-lien Mortgagee's consent to such amendment as required by this Section 13.1). No amendment shall eliminate the obligation of the Association, pursuant to Section 7.1, to enforce the terms of the Institutional Controls, including the Environmental Documents imposed by the DNR. Furthermore, notwithstanding the creation of the Single Family Condominium, no amendment shall allow a Unit Owner to separate its unit from the Association, or a Single Family Unit Owner to merge two or more adjacent units into a single unit.

13.2 Special Approvals of Certain Amendments.

(a) No amendment shall adversely affect a special right conferred on or reserved to Declarant under this Declaration without Declarant's written consent.

(b) If the revision or adoption of a building code or zoning ordinance prevents or substantially affects the reconstruction of a Unit, Limited Common Element or Common Element as platted, the Declarant, Unit Owner, or Association, as appropriate, may reasonably modify the Condominium Plat, by addendum in accordance with Section 703.095 of the Act, to the extent necessary to comply with the code or ordinance in order to reconstruct the Units, Limited Common Elements or Common Elements.

(c) No easement created under this Declaration may be amended in a manner that adversely affects the rights of any beneficiary thereto without such beneficiary's consent.

ARTICLE XIV

GENERAL PROVISIONS

14.1 Enforcement.

(a) Enforcement by Association. The Association shall not have the right to enforce any provision of this Declaration against any Unit Owner for failing to comply with any provision of this Declaration, the Bylaws or the Rules and Regulations unless the Association has first given the Unit Owner written notice describing the failure and such failure remains uncured thirty (30) days after delivery of the notice, except that no notice shall be required where an emergency condition (such as the threat of immediate harm to persons or immediate and material

harm to property) exists and the Association takes immediate action to remedy the same. Thereafter, the Association shall have the right to take any and all actions necessary to enforce the terms of this Declaration, including, without limitation, (a) correcting the failure at the Unit Owner's expense, and/or (b) enforcing the provisions of this Declaration by proceedings at law or in equity, and/or (c) imposing a fine for each day the violation continues, at such amount as may from time to time be set forth in the Bylaws or the Rules and Regulations. The Association may levy a Special Assessment (the "Default Special Assessment") to recover any costs incurred by the Association and/or fines levied by the Association. The Default Special Assessment may be levied against the Unit of the Unit Owner who has failed to comply with any provision of this Declaration, the Bylaws or the Rules and Regulations.

(b) Enforcement by Unit Owner. Any Unit Owner (the "Petitioner") who wishes to enforce the provisions of this Declaration against any other Unit Owner shall first submit to the Association (with a copy to the other Unit Owner) a petition asking the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other person or entity (the "Petition"). The Association shall then have thirty (30) days from the date the Petition is filed (the "Consideration Period") to consider the Petition. If the Association denies or fails to act upon the Petition to the satisfaction of the Petitioner within the Consideration Period, thereafter the Petitioner shall have the right to enforce the provisions of this Declaration, to the extent that the Petitioner shall so have petitioned, by commencing arbitration proceedings under Section 14.1(c), below to seek, without limitation, monetary damages or by seeking injunctive relief by commencing proceedings in equity; provided, however, that the Petitioner shall be a Unit Owner at the time of commencement of such proceedings and that the Petitioner shall commence the proceedings within a period of sixty (60) days from the earlier to occur of (i) the date of the Association's denial of such petition, or (ii) the passage of the Consideration Period.

(c) Arbitration.

- (i) Default Special Assessments. Any Unit Owner against whose Unit a Default Special Assessment is levied may, within twenty (20) days of such levy, contest the Default Special Assessment by submitting the same to arbitration, in which case execution upon the levy shall be suspended pending final decision in such arbitration. The arbitrator shall have the power to reduce or eliminate the Default Special Assessment.
- (ii) Monetary Damages or Injunctive Relief. Any claim brought by the Association or any Petitioner seeking monetary damages or injunctive relief against any Unit Owner shall be submitted to arbitration.
- (iii) Arbitration Procedure. Where any dispute arising under this Declaration is required to be submitted to arbitration, the arbitration shall be conducted by a single, neutral arbitrator selected by mutual agreement of the parties, or, if they cannot reach agreement within sixty (60) days of the matter being submitted to arbitration by a party delivering written notice of a demand for arbitration to the other

party, by the American Arbitration Association ("AAA") under its standard selection procedures, and the arbitration shall be conducted under its Arbitration Rules for the Real Estate Industry. Arbitration shall take place in Milwaukee, Wisconsin. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the arbitration, including required travel and other expenses of the arbitrator, AAA representatives, and any witness and the cost of any proof produced at the direct request of the arbitrator, shall be borne equally by the parties, unless they agree otherwise or unless the arbitrator in the award assesses such expenses or any part thereof against any specified party or parties. During the pendency of any arbitration, all judicial proceedings regarding the same subject matter of the arbitration shall be stayed. Any party to the arbitration may appeal the decision of the arbitrator to the Milwaukee County Circuit Court, provided such appeal is made within thirty (30) days of the date of the arbitrator's decision.

14.2 Attorneys' Fees. In the event of any proceeding at law or in equity as provided for in Section 14.1 above, the prevailing party in any such proceeding shall be awarded its reasonable attorneys' fees and expenses in prosecuting or defending such proceeding, as the case may be.

14.3 Non-waiver. No covenant, restriction, condition, obligation, right or other provision contained in this Declaration or the Association Instruments shall be deemed to have been waived or abrogated by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur, or any lapse of time.

14.4 Severability. The invalidity of any covenant, restriction, condition, limitation, easement, reservation or any other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of any provision of this Declaration not declared invalid or unenforceable by a court of competent jurisdiction.

14.5 Covenants to Run with the Land. The provisions of this Declaration shall be deemed and taken to be covenants running with the land and shall be binding upon any Person having at any time any interest or estate in the Condominium.

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

14.7 Headings and Captions. The article, section and paragraph headings and captions are for ease of reference only and shall in no way define or limit the scope or intent of any article, section or paragraph.

14.8 Registered Agent. The Declarant shall be the initial Registered agent for the Condominium and the address shall be F Street Development Group, LLC, 1134 N. 9th Street,

Suite 200, Milwaukee, WI 53233. A successor resident agent may be named by the Board which shall be effective when the name of the successor is duly filed with the Wisconsin Department of Financial Institutions.

14.9 Notices. A notice to be given hereunder to a Unit Owner shall be deemed given upon personal delivery to the Owner (or any one of the Owners, if a Unit is owned by more than one Owner), or upon mailing in the United States Mail, first class postage affixed, addressed to the Unit Owner as such address is reflected on the records of the Association from time to time.

14.10 Disclosure Regarding Construction. Declarant discloses that until and after Declarant has sold all of the Units, there will be construction activity in connection with the construction of Units which may lead to noise, construction traffic, dust and other conditions incident to construction. Every Unit Owner, including Declarant, shall use reasonable efforts to avoid and to cause its contractors to limit disruption to other Unit Owners during all periods of construction activity relating to the Unit owned by such Unit Owner.

14.11 Disclosure Regarding Warranties. Declarant shall assign to the Association upon substantial completion of each phase of construction all warranties held by Declarant and covering any construction of the Common Elements. No warranties or representations, express or implied, including, but not limited to, the implied warranty of fitness for a particular purpose and merchantability, are made by Declarant to any Unit Owner or other person or entity regarding the past or future performance or quality of the Common Elements. Any implied warranty of workmanlike performance and that any Structure or Common Element is or will be reasonably adequate for use and occupancy, created by Section 706.10(7), Wisconsin Statutes, which statutory section creates the above-stated implied warranties, for the conveyance of a newly constructed home or condominium, is hereby expressly disclaimed and excluded. Any other implied warranties created by common law, including, without limitation, Declarant's duty to perform all work in a good and sufficient workmanlike manner, are also disclaimed and excluded. Any claims by the Association against a contractor to recover damages resulting from construction defects in any of the Common Elements or Limited Common Elements shall be subject to the provisions of Section 895.07, Wisconsin Statutes.

14.12 Assignment by Declarant. Subject to any prohibitions within the Act, all of the rights and benefits conferred on or reserved herein for Declarant in its status as such (as opposed to those rights or benefits conferred on or reserved for all Owners or groups thereof) may be assigned as follows: (a) to any person by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded in the Milwaukee County Register of Deed's Office, or (b) to any purchaser of the Declarant's rights in a foreclosure sale or deed in lieu of foreclosure, without any specific written assignment of Declarant's rights, or (c) to any person or entity to which Declarant's rights have been collaterally assigned upon the exercise of such person's or entity's right under such collateral assignment, without any specific written assignment of Declarant's rights. An assignment of Declarant's rights is effective from the date of recordation of the assignment under (a), the deed under (b), or notice by such collateral assignee of such exercise under (c). A mortgage or other security interest granting a collateral assignment of Declarant's rights does not confer on the mortgagee or holder of the security interest the right to act as Declarant without some further act under (a) or (b) or (c). From and after each assignment, or after the affirmative activation of such collateral right, only the assignee may act as Declarant

under this Declaration with respect to the rights assigned and all prior persons holding Declarant's right shall no longer be entitled to exercise such rights. No successor Declarant shall be responsible or liable for the obligations of a Declarant arising before the date on which such successor Declarant may act as above.

ARTICLE XV

EXPANSION

15.1 Reservation for Expansion Option. The Declarant hereby expressly reserves an option until the tenth (10th) anniversary of the recordation of this Declaration to expand the Condominium in compliance with Section 703.26 of the Act without the consent of any Unit Owner or mortgagee. In no event shall the Declarant be required to expand the Condominium or add any portion of the Expansion Real Estate thereto. The option to expand may be terminated prior to such anniversary only upon the recordation by the Declarant of an amendment to this Declaration. The option to expand is subject to the following:

(a) The Declarant expressly reserves the unqualified right to add all or any portion(s) of the expansion real estate identified on Exhibit C ("Expansion Real Estate"), to add additional Units, or to do either or both of the foregoing at any time or from time to time at different times within the aforesaid ten (10) year period, provided, only that the total area of Expansion Real Estate added to the Condominium shall not exceed the total area of the Expansion Real Estate as described on Exhibit C, and further shown on Exhibit E attached hereto and incorporated hereon.

(b) At such time as the Condominium is expanded, if at all, the total maximum number of Units in the Condominium will not exceed sixty (60) if fully expanded.

(c) In order to exercise its rights pursuant to this Article, Declarant shall execute and record a supplemental declaration, which supplemental declaration shall describe the Expansion Real Estate or the Units to be added to the Condominium, the number of Units to be added, a description of said Units and any Limited Common Elements or Common Elements, the percentage of ownership in the Common Elements of all Units, the number of votes appurtenant to each Unit, and any complimentary additions and modifications to the Declaration as may be necessary and desirable to reflect the different character, if applicable, of the Expansion Real Estate being submitted to the Declaration, including a provision for additional easements, and to reflect any adjustment to the common expenses in connection with the Condominium as expanded.

15.2 Approximate Dimensions. Declarant makes no assurances as to the locations of improvements that may be constructed on any portion of the Expansion Real Estate. The proposed location of buildings on the Expansion Real Estate as set forth on Exhibit E represent estimates only and Declarant specifically reserves the right to make alterations and modifications to the number, location and layout of improvements to be constructed on the Expansion Real Estate. Such improvements as may from time to time exist on any portion of the Expansion Real Estate will become part of the Condominium if and only if the Declarant's option to expand is timely exercised to include those portions of the Expansion Real Estate on which such improvements exist. No assurances are made by Declarant as to the size or type of Units or other improvements that may be created in the future on the Expansion Real Estate. Declarant expressly reserves the

right to create Limited Common Elements on the Expansion Real Estate, and to designate Common Elements thereon. Declarant makes no assurances as to the type, size or maximum number of such Common Elements or Limited Common Elements.

15.3 Amendment to Percentage Interests. In the event the Condominium is expanded, the allocation of percentage of ownership in the Common Elements in the Condominium, as expanded from time to time, shall be determined on the basis of the total number of livable dwellings within a Unit on a pro rata basis, with regard to the affairs of Association, which may be amended and adjusted in the future based on the expansion of the Condominium through development of the Expansion Real Estate.

15.4 Definitions. In the event the Declarant exercises its right to expand the Condominium pursuant hereto, then upon any such expansion all references in this Declaration to the "Buildings," the "Condominium," "Units," "Condominium Property," "Owners," "Association," and all other terms which refer to the Condominium or any aspect thereof automatically shall refer to the Condominium as expanded.

15.5 Easements for the Expansion Real Estate. Declarant reserves an easement over the Condominium for ingress and egress for purposes of (i) accessing the Expansion Real Estate in order to construct improvements, (ii) activities related to sales or ownership of any portion of the Expansion Real Estate, including access by future homeowners in the Expansion Real Estate and (iii) installation of such utilities and other infrastructure as the Declarant deems appropriate in order to service the Expansion Real Estate, including increasing the sizing of any infrastructure as the Declarant deems necessary. This easement will exist and apply whether or not the Expansion Real Estate or such improvements are then intended to become a part of the Condominium as part of an expansion. In the event Declarant does not expand the Condominium to add the Expansion Real Estate, the owner of the Expansion Real Estate reserves an easement over the Condominium for the same purposes set forth herein. The easement in this Section is intended to supplement and not limit the easements reserved in Article XI.

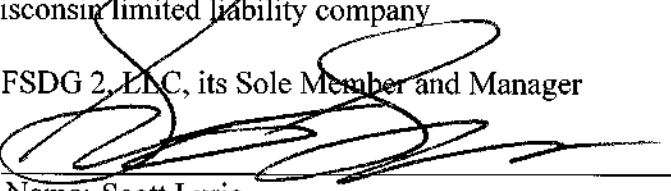
[Signatures on next page following.]

IN WITNESS WHEREOF, Declarant caused this Declaration to be signed by its authorized officer effective as of the first day set forth above.

DEVELOPER:

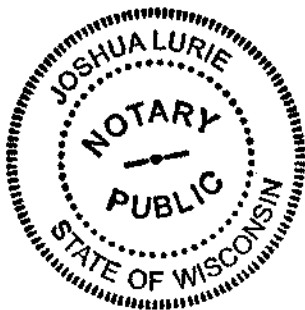
F STREET OCLV, LLC,
a Wisconsin limited liability company

By: FSDG 2, LLC, its Sole Member and Manager

By: 
Name: Scott Lurie
Title: Manager

STATE OF WISCONSIN
COUNTY OF MILWAUKEE) ss.

On this 5th day of July, 2022, before me the undersigned, a Notary Public in and for the State of Wisconsin, personally appeared Scott Lurie to me personally known, who, being by me duly sworn, did say that he is the Manager of FSDG 2, LLC, a Wisconsin limited liability company, as Sole Member and Manager of F Street OCLV, LLC, a Wisconsin limited liability company, executing the foregoing instrument, that the seal affixed thereto is the seal of the corporation; that he/she as such officer acknowledged execution of the instrument to be the voluntary act and deed of the aforementioned and by him voluntarily executed.




Notary Public, State of Wisconsin

My commission: 18 permanent

CONSENT OF EXPANSION REAL ESTATE OWNER

The undersigned, being the Owner of the Expansion Real Estate, hereby consents to Article XV of the foregoing.

CITY OF OAK CREEK

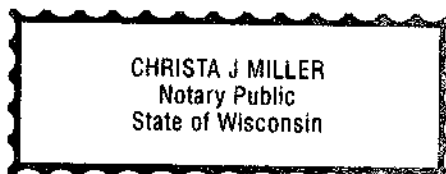
By: Daniel J. Bukiewicz
Name: Daniel J. Bukiewicz
Title: Mayor

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

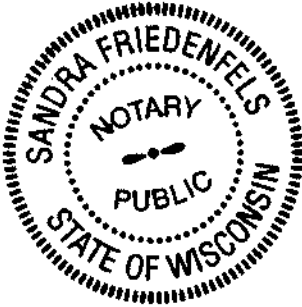
Personally came before me this 29 day of June, 2012, the above-named Daniel J. Bukiewicz who is known to me to be the Mayor of City of Oak Creek who executed the foregoing instrument and acknowledged the same in the capacity set forth above.

Christa J. Miller
Print Name: Christa J. Miller
Notary Public, State of Wisconsin
My Commission: 1-24-25



CONSENT OF EXPANSION REAL ESTATE OWNER

The undersigned, being the Owner of the Expansion Real Estate, hereby consents to Article XV of the foregoing.



EDISON M. BOERKE FAMILY TRUST

By: [Signature]
Name: DAVID C. BOERKE
Title: TRUSTEE

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF ~~MILWAUKEE~~
 DOOR

Personally came before me this 30th day of June, 2022, the above-named David Boerke, who is known to me to be the Trustee of Edison M Boerke Family Trust who executed the foregoing instrument and acknowledged the same in the capacity set forth above.

[Signature]
Print Name: Sandra Friedenfelds
Notary Public, State of Wisconsin
My Commission: 09/23/2025

EXHIBIT A

LEGAL DESCRIPTION OF CONDOMINIUM PROPERTY

LOTS 1-9, INCLUSIVE, AND OUTLOTS 1-4, INCLUSIVE, OF THE PLAT OF LAKESHORE COMMONS, BEING ALL OF LOT 3, OF CERTIFIED SURVEY MAP NO. 9355, AS RECORDED WITHIN CERTIFIED SURVEY MAPS OF THE MILWAUKEE COUNTY REGISTRY AS DOCUMENT NO. 11174987, BEING PART OF THE FRACTIONAL SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 05 NORTH, RANGE 22 EAST, SITUATED IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

FOR INFORMATIONAL PURPOSES ONLY:

PROPERTY ADDRESS: 4005 EAST LAKE VISTA BOULEVARD

PART OF TAX PARCEL NOS. 868-9993-001 AND 868-9996-002 (NEW TAX KEY NO. 868-9005-000 (FOR LOT 3 OF CSM 9355) NOT YET ASSESSED)

EXHIBIT B
CONDOMINIUM PLAT

[See Attached]

Viewers are advised to ignore the illegible text, drawings, and maps on the following pages of this document. They are presented to show spatial relationships only.

Lakeshore Commons Master Condominium

An Expandable Condominium

Lots 1-9, inclusive, and Outlots 1-4, inclusive, of the Plat of Lakeshore Commons, part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174967, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

LEGEND:

- = 1.32" O.D. Iron Pipe Found
- △ = 2.375" O.D. Iron Pipe Found
- = Section Corner
- ▨ = Wetlands
- = RIGHT-OF-WAY LINE
- - - = PROPERTY LINE

100 0 100 200
SCALE IN FEET
1" = 200'

(FOR RECORDING INFORMATION)

NOTE:

- That portion of Lot 1, of Certified Survey Map No. 9355, shown as Expansion Area, would need to be sub-divided from said Lot 1, prior to the proposed expansion into said Lot 1.
- The wetlands shown hereon were delineated by Dave Meyer of Wetland & Waterway Consulting, LLC, between October 18-21, 2020.

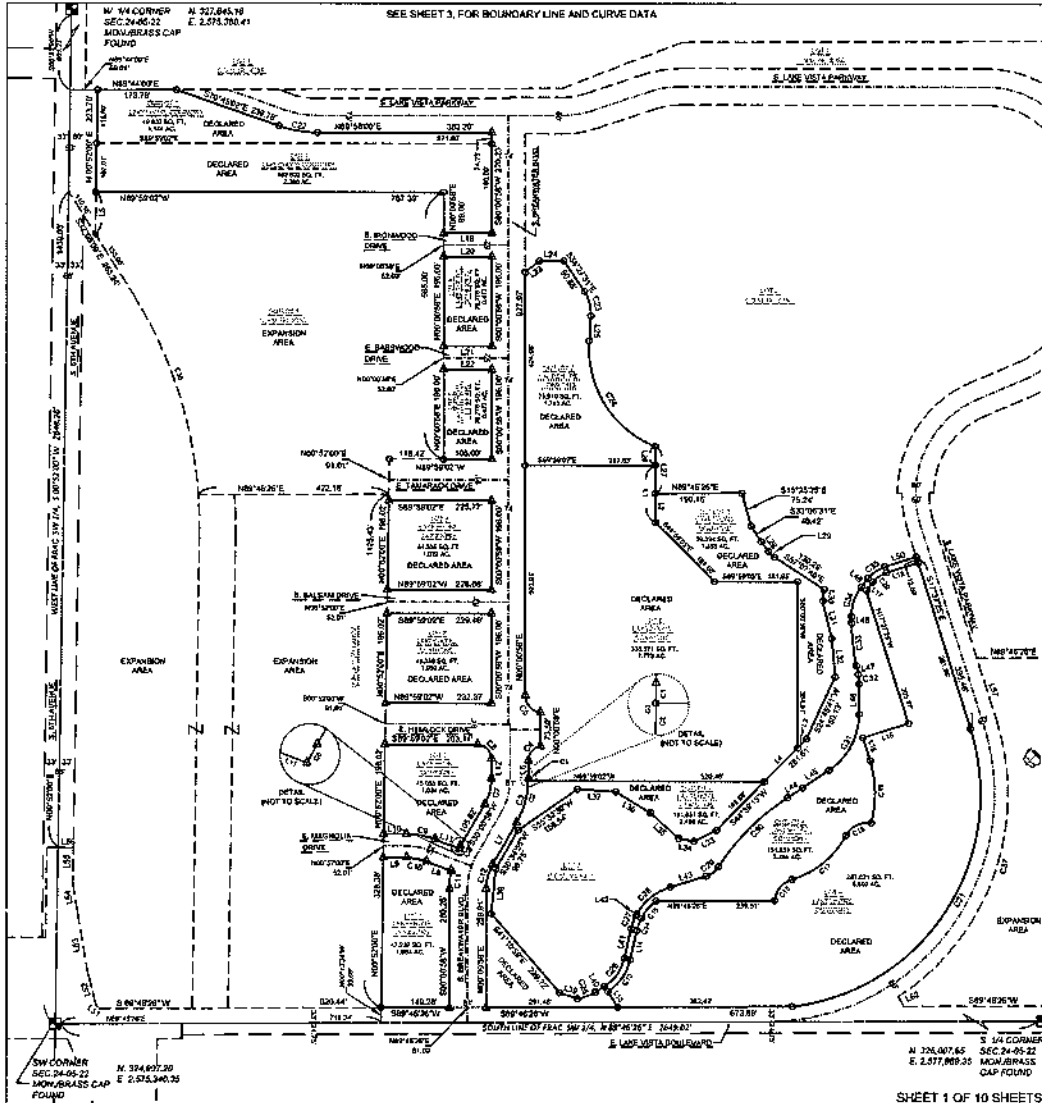


NORTH REFERENCED TO THE WISCONSIN
STATE PLANE COORDINATE SYSTEM SOUTH
MAGNETIC NORTH LINE OF THE
FRACTIONAL SW 1/4 OF SECTION 24-05-22
BEARING 140°45'00"E.



CONDOMINIUM BOUNDARY

SEE SHEET 3, FOR BOUNDARY LINE AND CURVE DATA



SHEET 1 OF 10 SHEETS

Kapur
226 W. WISCONSIN AVE.
APPLETON, WI 54911
kapurinc.com

Lakeshore Commons Master Condominium An Expandable Condominium

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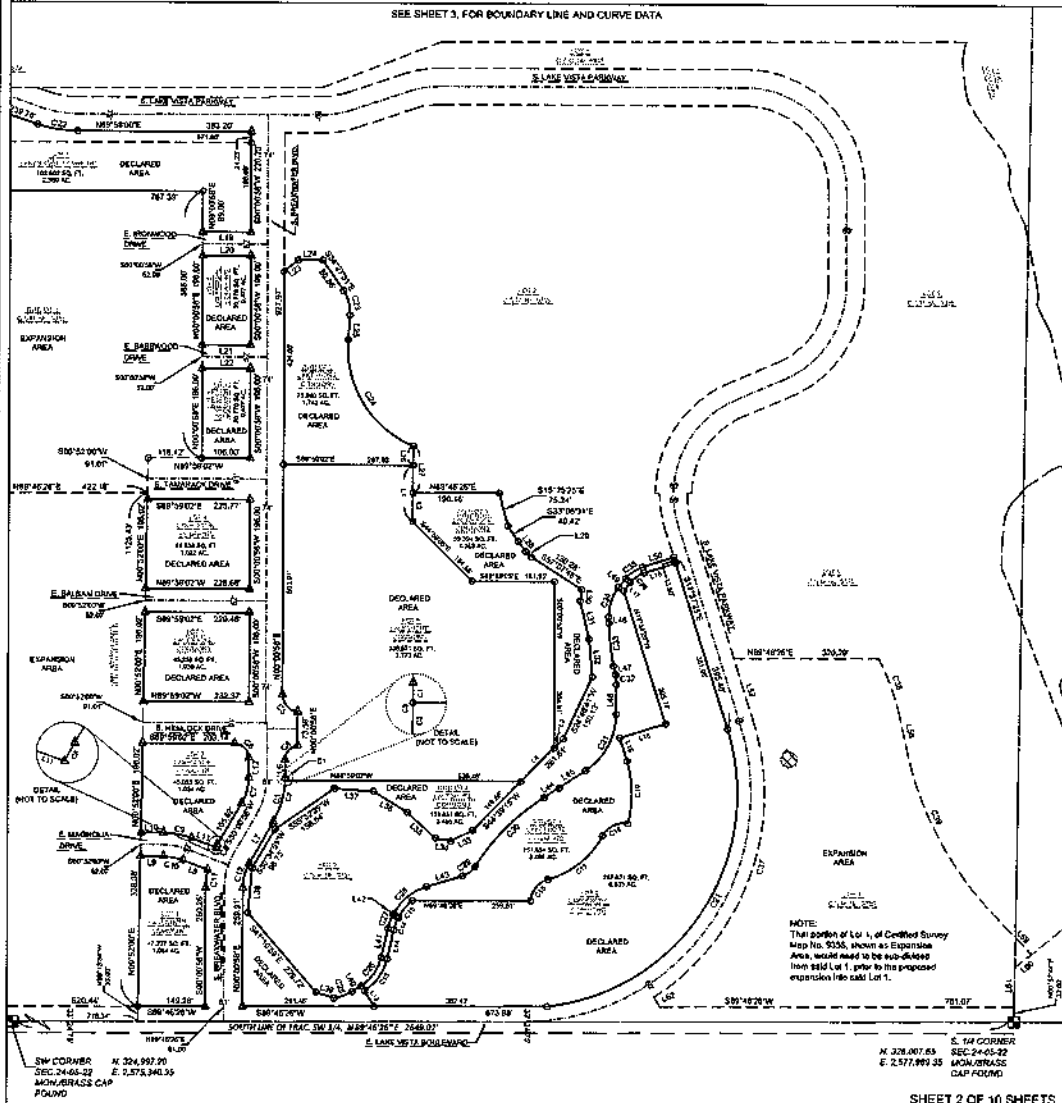


NORTH REFERENCED TO THE WISCONSIN
STATE PLAT COORDINATE SYSTEM SOUTH
24-05-22
FRACTIONAL SW 1/4 OF SECTION 24-05-22
BEARING N00°21'00"E



CONDOMINIUM BOUNDARY

SEE SHEET 3, FOR BOUNDARY LINE AND CURVE DATA



S:\Studio\Yike Chen\Architects\190575 Lake Vista Final\Survey\DWG\190575_SR_Master_Condo_1_REV1.dwg 5/11/2022 3:28 PM

Lakeshore Commons Master Condominium An Expandable Condominium

Lots 1-9, inclusive, and Outlots 1-4, inclusive, of the Plat of Lakeshore Commons, part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

CURVE CHART

C1 CURVE DATA	C2 CURVE DATA	C3 CURVE DATA	C4 CURVE DATA	C5 CURVE DATA	C6 CURVE DATA	C7 CURVE DATA
R = 184.00 L = 6.07 Δ = 01°14'38" CH. B. = N89°54'47"E CH. = 5.07	R = 184.00 L = 6.07 Δ = 28°12'22" CH. B. = N18°54'47"E CH. = 84.54	R = 184.00 L = 101.58 Δ = 30°00'00" CH. B. = N15°03'58"E CH. = 108.42	R = 31.28 L = 45.09 Δ = 81°48'28" CH. B. = N46°55'12"E CH. = 41.39	R = 38.58 L = 58.09 Δ = 83°18'06" CH. B. = N41°38'05"W CH. = 51.28	R = 38.58 L = 48.04 Δ = 88°08'00" CH. B. = S44°59'02"E CH. = 43.25	R = 113.60 L = 58.17 Δ = 30°00'00" CH. B. = S15°00'58"W CH. = 58.49
C8 CURVE DATA	C9 CURVE DATA	C10 CURVE DATA	C11 CURVE DATA	C12 CURVE DATA	C13 CURVE DATA	C14 CURVE DATA
R = 184.00 L = 6.07 Δ = 01°14'38" CH. B. = S29°13'14"W CH. = 5.45	R = 176.00 L = 83.88 Δ = 20°43'45" CH. B. = N79°37'09"W CH. = 63.33	R = 124.50 L = 44.86 Δ = 20°43'45" CH. B. = S78°37'08"E CH. = 44.82	R = 187.80 L = 35.28 Δ = 12°02'04" CH. B. = S60°02'00"W CH. = 39.21	R = 183.00 L = 55.30 Δ = 30°00'00" CH. B. = N18°00'58"E CH. = 54.87	R = 112.50 L = 88.23 Δ = 44°58'05" CH. B. = N35°08'05"E CH. = 85.89	R = 98.50 L = 26.10 Δ = 88°12'44" CH. B. = N20°47'25"E CH. = 26.08
C15 CURVE DATA	C16 CURVE DATA	C17 CURVE DATA	C18 CURVE DATA	C19 CURVE DATA	C20 CURVE DATA	C21 CURVE DATA
R = 111.30 L = 59.19 Δ = 25°43'39" CH. B. = N40°13'45.5"E CH. = 48.77	R = 92.20 L = 63.41 Δ = 69°12'03" CH. B. = S29°18'37.6"E CH. = 53.62	R = 124.50 L = 157.78 Δ = 48°09'27" CH. B. = N69°54'25.5"E CH. = 153.58	R = 83.88 L = 65.80 Δ = 71°02'18" CH. B. = N53°51'51"E CH. = 61.69	R = 233.50 L = 136.83 Δ = 33°25'20" CH. B. = N60°54'45"W CH. = 136.87	R = 112.50 L = 37.03 Δ = 33°56'37" CH. B. = N55°24'39.5"E CH. = 36.49	R = 98.50 L = 827.88 Δ = 100°55'14" CH. B. = S32°50'12"W CH. = 724.91
C22 CURVE DATA	C23 CURVE DATA	C24 CURVE DATA	C25 CURVE DATA	C26 CURVE DATA	C27 CURVE DATA	C28 CURVE DATA
R = 282.50 L = 68.34 Δ = 19°16'58" CH. B. = S80°23'31"E CH. = 67.83	R = 85.09 L = 57.06 Δ = 38°27'37" CH. B. = S18°13'42.5"E CH. = 55.89	R = 232.51 L = 292.82 Δ = 72°09'23" CH. B. = S32°04'35.5"E CH. = 273.85	R = 88.00 L = 43.12 Δ = 24°57'28" CH. B. = N70°37'47.5"E CH. = 42.79	R = 98.69 L = 78.45 Δ = 45°24'00" CH. B. = N33°23'03"E CH. = 78.41	R = 113.00 L = 31.97 Δ = 16°12'39" CH. B. = N20°47'18"E CH. = 31.87	R = 125.00 L = 96.63 Δ = 44°17'37" CH. B. = N51°02'21.5"E CH. = 94.25
C29 CURVE DATA	C30 CURVE DATA	C31 CURVE DATA	C32 CURVE DATA	C33 CURVE DATA	C34 CURVE DATA	C35 CURVE DATA
R = 49.00 L = 34.72 Δ = 40°13'53" CH. B. = N52°53'21.5"E CH. = 34.00	R = 801.00 L = 215.32 Δ = 24°44'28" CH. B. = N44°16'43"E CH. = 214.64	R = 149.00 L = 145.90 Δ = 55°57'01" CH. B. = N28°16'16.5"E CH. = 135.75	R = 95.00 L = 21.30 Δ = 12°15'47" CH. B. = N45°52'07.5"W CH. = 21.26	R = 381.00 L = 93.58 Δ = 16°41'32" CH. B. = N68°35'35"W CH. = 93.54	R = 101.00 L = 70.03 Δ = 39°43'39" CH. B. = N18°34'35"E CH. = 68.53	R = 76.00 L = 45.62 Δ = 33°58'37" CH. B. = N65°24'39.5"E CH. = 44.57
C36 CURVE DATA	C37 CURVE DATA	C38 CURVE DATA	C39 CURVE DATA			
R = 900.00 L = 467.01 Δ = 27°53'11" CH. B. = S18°09'35.5"E CH. = 463.20	R = 529.00 L = 595.21 Δ = 74°36'54" CH. B. = N10°41'02"E CH. = 642.49	R = 409.00 L = 136.88 Δ = 15°01'40" CH. B. = S20°12'42"E CH. = 138.51	R = 751.00 L = 413.85 Δ = 31°34'24" CH. B. = S20°28'03"E CH. = 406.63			

LINE TABLE

L1 = S 00°00'10" W, 123.42	L11 = N 69°15'16" W, 57.13	L21 = N 69°59'02" W, 106.00	L31 = S 13°19'18" E, 85.24	L41 = N 12°41'03" E, 65.33	L51 = N 47°24'59" W, 11.88
L2 = S 00°00'10" W, 82.35	L12 = S 69°09'08" W, 43.47	L22 = S 69°59'02" E, 106.00	L32 = S 04°53'47" E, 83.89	L42 = N 28°53'23" E, 3.14	L52 = N 14°34'27" W, 68.25
L3 = S 44°39'15" W, 26.07	L13 = N 31°54'57" W, 40.13	L23 = N 51°52'58" E, 38.87	L33 = S 83°26'18" W, 84.37	L43 = N 73°11'10" E, 82.38	L53 = N 09°54'46" W, 131.13
L4 = S 44°38'18" W, 103.86	L14 = N 12°10'13" E, 65.33	L24 = N 69°42'38" E, 54.27	L34 = N 79°17'03" W, 34.58	L44 = N 57°19'03" E, 38.98	L54 = N 08°52'44" W, 65.74
L5 = N 00°52'00" E, 32.45	L15 = N 17°37'25" W, 52.48	L25 = S 94°00'00" W, 84.84	L35 = N 47°51'02" W, 84.05	L45 = N 66°14'47" E, 69.00	L55 = N 00°52'00" E, 75.55
L6 = N 60°00'00" E, 39.42	L16 = N 72°22'35" E, 103.00	L26 = S 00°00'10" W, 41.75	L36 = N 58°02'00" W, 87.71	L46 = N 00°17'48" E, 68.20	L56 = N 09°32'23" W, 33.09
L7 = N 30°00'56" E, 163.62	L17 = N 30°20'21" E, 23.44	L27 = S 00°00'10" W, 102.81	L37 = N 88°10'59" W, 86.41	L47 = N 12°02'01" W, 10.65	L57 = N 17°37'25" W, 144.06
L8 = S 69°15'16" E, 57.77	L18 = N 72°22'08" E, 72.69	L28 = S 37°18'04" E, 27.02	L38 = S 03°35'08" W, 68.14	L48 = N 01°17'08" W, 14.57	L58 = S 12°41'51" E, 84.39
L9 = S 89°59'02" E, 50.59	L19 = N 89°59'02" W, 106.00	L29 = S 47°11'16" E, 18.13	L39 = S 71°33'44" E, 41.54	L49 = N 38°20'21" E, 34.25	L59 = S 44°18'10" E, 114.39
L10 = N 48°58'02" W, 49.82	L20 = S 89°59'02" E, 106.00	L30 = S 07°07'40" W, 25.69	L40 = N 58°05'03" E, 23.59	L50 = N 72°22'56" E, 72.89	L60 = S 51°37'44" W, 46.68
L61 = S 09°32'44" W, 86.81	L62 = N 29°45'50" W, 24.61				



05-12-2022

DECLARANT:
F STREET OCLV, LLC
1134 N. 9TH ST., SUITE 200
MILWAUKEE, WI 53233

Kapur

226 W. WISCONSIN AVE.
APPLETON, WI 54911
kapurinc.com

Lakeshore Commons Master Condominium An Expandable Condominium

SHEET 4 OF 10 SHEETS

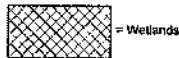
Lots 1-9, inclusive, and Outlots 1-4, inclusive, of the Plat of Lakeshore Commons, part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

NOTES:

- All areas within the condominium boundary are Common Element (C.E.) unless depicted as "Unit" or "L.C.E." Private roads and alleys, as shown, are C.E.
- Limited Common Elements are depicted, to the extent possible, on this plat as "L.C.E."
- The Common Elements and Limited Common Elements are further defined within the Declaration of Condominium at Lakeshore Commons Master Condominium recorded simultaneously with this plat.
- That portion of Lot 1, of Certified Survey Map No. 9355, shown as Expansion Area, would need to be sub-divided from said Lot 1, prior to the proposed expansion into said Lot 1.
- See Sheets 7, 8, & 9, for unit dimensions and areas.
- The Clubhouse is the entirety of Lot 3.
- Units 9 and 10, are building pad boundaries.
- Field work completed on November 30, 2020.
- Public Utility Easements per the Lakeshore Commons Subdivision Plat.

LEGEND:

- M.W.M.E. = Municipal Water Main Easement
- P.U.E. = Public Utility Easement
- M.U.E. = Municipal Utility Easement
- = RIGHT-OF-WAY LINE
- = PROPERTY LINE

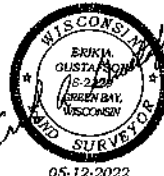
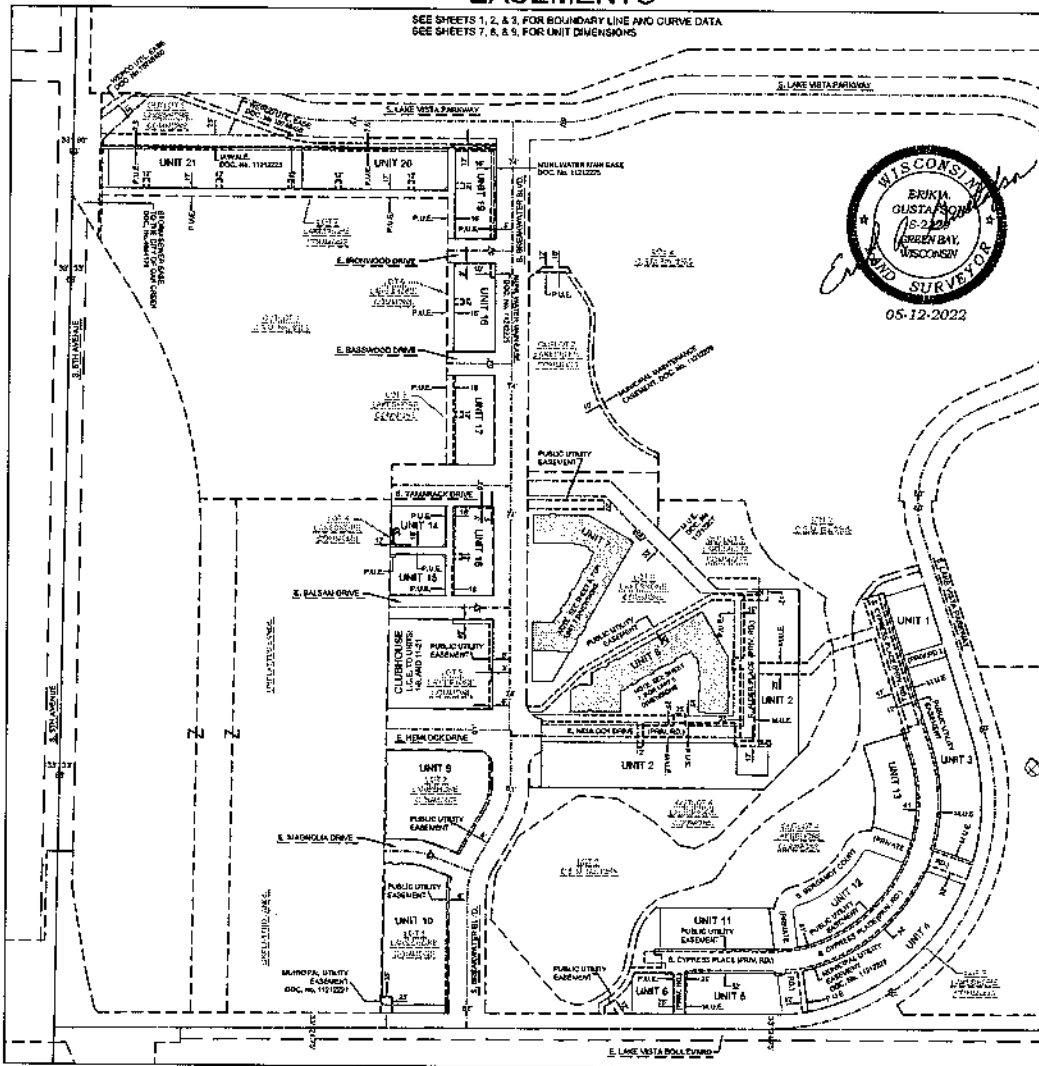


= Wetlands

100 0 100 200
SCALE IN FEET
1" = 200'

EASEMENTS

SEE SHEETS 1, 2, & 3, FOR BOUNDARY LINE AND CURVE DATA
SEE SHEETS 7, 8, & 9, FOR UNIT DIMENSIONS



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NOTES:

- LEGEND:**

L.C.E. = Limited Common Element



Wetlands

NORTH REFERENCED TO THE
WISCONSIN STATE PLANE
COORDINATE SYSTEM SOUTH ZONE,
MAD 27, THE WEST LINE OF THE
FRACTIONAL SW 1/4 OF SECTION
24-05-22, BEARING N01°52'40"E.

15-2007

SEE SHEETS 1, 2, & 3, FOR BOUNDARY LINE AND CURVE DATA
SEE SHEETS 7, 8, & 9, FOR UNIT DIMENSIONS



05-12-2022

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Lakeshore Commons Master Condominium

An Expandable Condominium

Lots 1-9, inclusive, and Outlots 1-4, inclusive, of the Plat of Lakeshore Commons, part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

NOTES:

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- Field work completed on November 30, 2020.

LEGEND:

C.E. = Common Element

L.C.E. = Limited Common Element

--- = RIGHT-OF-WAY LINE

--- = PROPERTY LINE

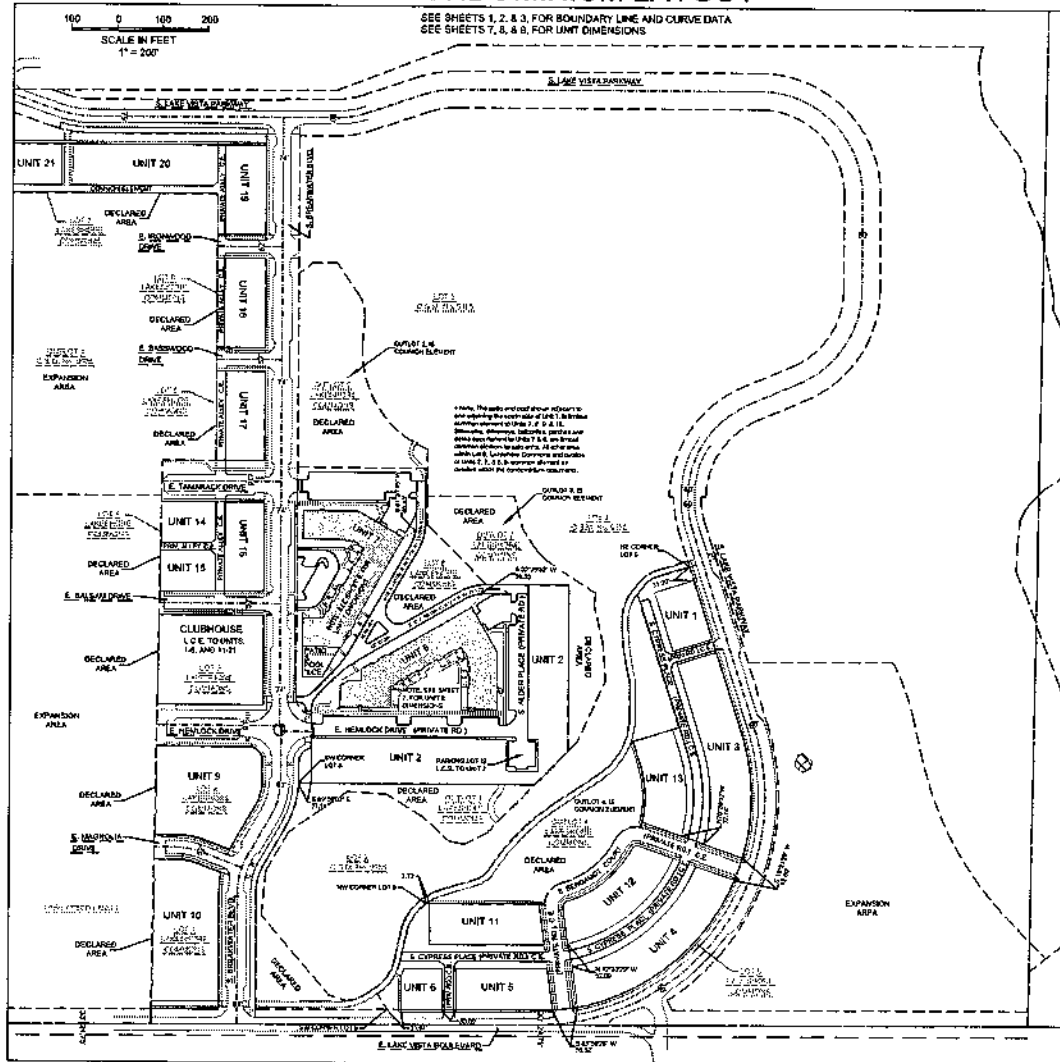


= Wetlands



05-12-2022

CONDOMINIUM LAYOUT



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Lakeshore Commons Master Condominium

An Expandable Condominium

SHEET 7 OF 10 SHEETS

Lots 1-9, inclusive, and Outlots 1-4, inclusive, of the Plat of Lakeshore Commons, part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

50 0 50 100
SCALE: 1" = 100'

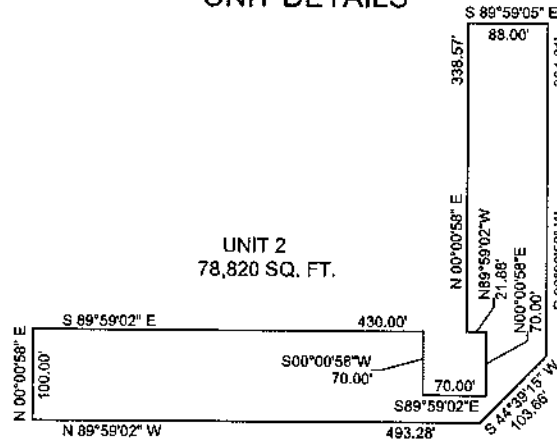
UNIT DETAILS

NORTH REFERENCED TO THE
WISCONSIN STATE PLANE
COORDINATE SYSTEM SOUTH ZONE,
NAD 83, WITH THE STATE PLANE
FRACTIONAL SW 1/4 OF SECTION
24-48-22, BEARING N00°52'00"E.

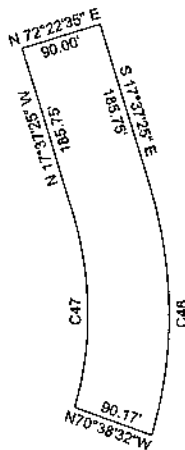
UNIT 1
12,150 SQ. FT.



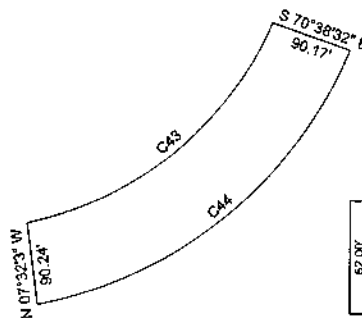
UNIT 2
78,820 SQ. FT.



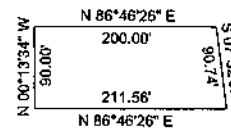
UNIT 3
39,064 SQ. FT.



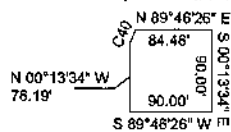
UNIT 4
37,035 SQ. FT.



UNIT 5
18,520 SQ. FT.

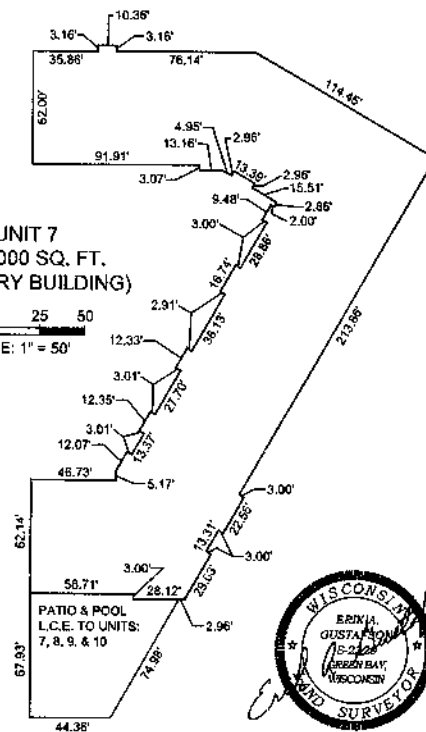


UNIT 6
8,059 SQ. FT.



UNIT 7
131,000 SQ. FT.
(4-STORY BUILDING)

25 0 25 50
SCALE: 1" = 50'



C40
CURVE DATA
R = 124.50'
L = 14.89'
Δ = 06°51'04"
CH. B. = N21°38'39"E
CH. = 14.88'

C47
CURVE DATA
R = 380.00'
L = 219.25'
Δ = 33°03'29"
CH. B. = N01°05'40"W
CH. = 216.22'

C43
CURVE DATA
R = 380.00'
L = 361.93'
Δ = 54°34'18"
CH. B. = N50°34'01"E
CH. = 348.41'

C48
CURVE DATA
R = 470.00'
L = 277.35'
Δ = 33°48'38"
CH. B. = S00°43'07"E
CH. = 273.34'

C44
CURVE DATA
R = 470.00'
L = 461.07'
Δ = 56°12'24"
CH. B. = N50°37'56"E
CH. = 442.80'

Note: The surveyor makes no certification as to the accuracy of the units contained in the plat and the approximate dimensions and floor areas thereof.



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Lakeshore Commons Master Condominium An Expandable Condominium

Lots 1-9, inclusive, and Outlots 1-4, inclusive, of the Plat of Lakeshore Commons, part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

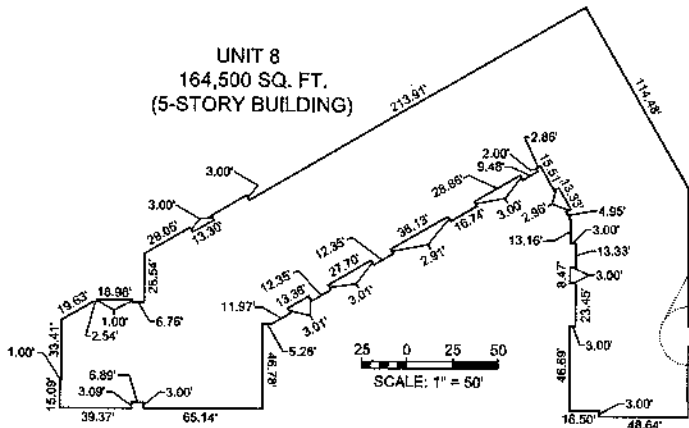
SHEET 8 OF 10 SHEETS

NORTH REFERENCED TO THE
WISCONSIN STATE PLANE
COORDINATE SYSTEM, ZONE
16N, 22, THE WEST LINE OF THE
FRACTIONAL SW 1/4 OF SECTION
24-05-22 BEARING NOT SHOWN.

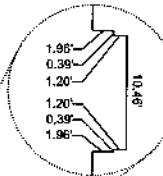
50 0 50 100
SCALE: 1" = 100'

UNIT DETAILS

UNIT 8 164,500 SQ. FT. (5-STORY BUILDING)

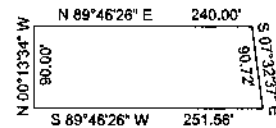


DETAIL
NOT TO SCALE

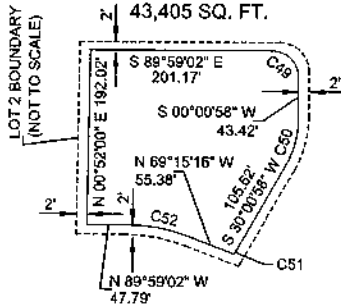


SEE DETAIL

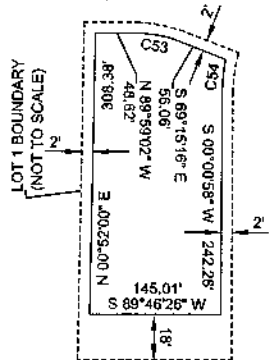
UNIT 11 22,118 SQ. FT.



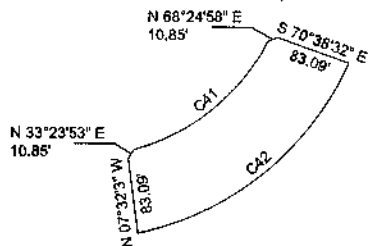
UNIT 9 43,405 SQ. FT.



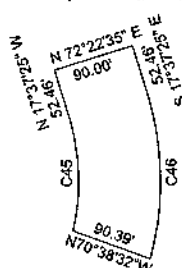
UNIT 10 43,070 SQ. FT.



UNIT 12 23,311 SQ. FT.



UNIT 13 18,818 SQ. FT.



C41
CURVE DATA
R = 238.50'
L = 195.67'
Δ = 47°06'18"
CH. B. = N50°54'25"E
CH. = 190.20'

C42
CURVE DATA
R = 328.00'
L = 309.16'
Δ = 54°00'20"
CH. B. = S50°54'25"W
CH. = 297.85'

C45
CURVE DATA
R = 238.00'
L = 127.56'
Δ = 30°42'34"
CH. B. = N02°16'08"W
CH. = 128.04'

C46
CURVE DATA
R = 328.00'
L = 185.68'
Δ = 32°26'05"
CH. B. = S01°24'22"E
CH. = 183.21'

C49
CURVE DATA
R = 28.58'
L = 44.90'
Δ = 90°00'32"
CH. B. = S44°59'02"E
CH. = 40.42'

C50
CURVE DATA
R = 111.00'
L = 58.12'
Δ = 29°59'54"
CH. B. = S15°00'58"W
CH. = 57.46'

C51
CURVE DATA
R = 189.00'
L = 4.77'
Δ = 01°28'43"
CH. B. = S29°17'35"W
CH. = 4.77'

C52
CURVE DATA
R = 178.00'
L = 64.40'
Δ = 20°43'47"
CH. B. = N79°37'09"W
CH. = 64.05'

C53
CURVE DATA
R = 122.00'
L = 44.14'
Δ = 20°43'48"
CH. B. = S79°37'09"E
CH. = 43.90'

C54
CURVE DATA
R = 189.00'
L = 37.98'
Δ = 11°30'53"
CH. B. = S05°46'22"W
CH. = 37.92'



Note: The surveyor makes no certification as to the accuracy of the units, contained in the plat and the approximate dimensions and floor areas thereof.

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Lakeshore Commons Master Condominium An Expandable Condominium

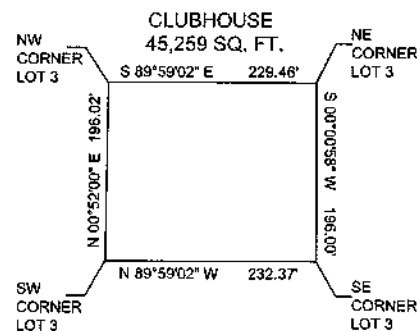
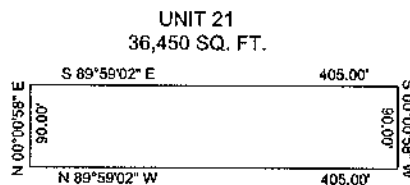
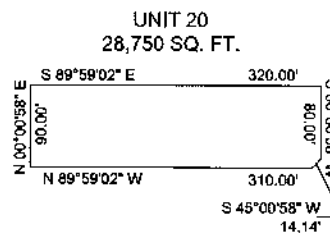
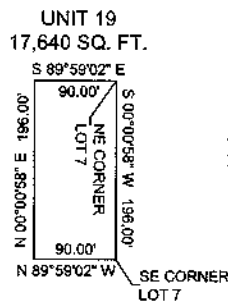
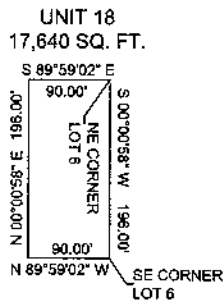
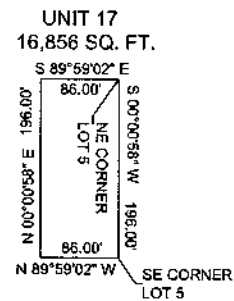
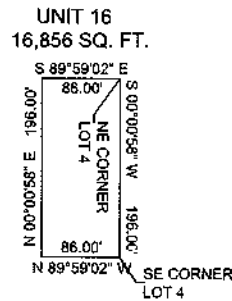
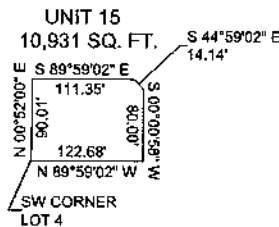
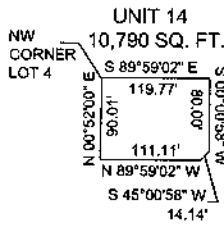
SHEET 6 OF 10 SHEETS

Lots 1-9, inclusive, and Outlots 1-4, inclusive, of the Plat of Lakeshore Commons, part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

50 0 50 100
SCALE: 1" = 100'

UNIT DETAILS

NORTH REFERENCED TO THE
WISCONSIN STATE PLANE
MADISON DATUM 1836 ZONE
MAD 17, THE WEST LINE OF THE
FRACTIONAL SW 1/4 OF SECTION
24-06-22, BEARING N0°59'02"E.



05-12-2022

Note: The surveyor makes no certification as to the accuracy of the units contained in the plat and the approximate dimensions and floor areas thereof.

Kapur 226 W. WISCONSIN AVE.
APPLETON, WI 54911
kapurinc.com

Lakeshore Commons Master Condominium An Expandable Condominium

Lots 1-9, inclusive, and Outlots 1-4, inclusive, of the Plat of Lakeshore Commons, part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

TOTAL BOUNDARY:

Lots 1-9, inclusive, and Outlots 1-4, inclusive, of the Plat of Lakeshore Commons, part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin, said part of Lot 1, further described as:

Beginning at the southeast corner of said Lot 1, of Certified Survey Map No. 9355; thence S 89°46'26" W, along the north line of E. Lake Vista Blvd, 781.07; thence N 29°45'50" W, along said north line, 24.61 feet to the east line of S. Lake Vista Parkway and a point of curvature; thence Northeastly along the arc of a curve to the left, and along said east line, 580.21 feet, said curve having a radius of 530.00 feet and a chord bearing N 19°41'02" E, 642.48 feet; thence N 17°37'25" W, along said east line, 144.06 feet; thence N 89°46'26" E, 320.20 feet to a point of curvature; thence Southeastly along the arc of a curve to the right 130.86 feet, said curve having a radius of 499.00 feet and a chord bearing S 20°12'42" E, 130.51 feet; thence S 12°41'51" E, 84.39 feet to a point of curvature; thence Southeastly along the arc of a curve to the left 413.85 feet, said curve having a radius of 751.00 feet and a chord bearing S 28°29'03" E, 408.63 feet; thence S 44°18'15" E, 114.39 feet to a southeasterly line of said Lot 1, of Certified Survey Map No. 9355; thence S 51°37'44" W, along said southeasterly line, 46.86 feet; thence S 00°52'44" West, along an easterly line of said Lot 1, 86.81 feet to the Point of Beginning.

Said part of the West 1/2 of the Fractional Southwest 1/4 of said Section 24, further described as:

Beginning at the southwest corner of said Lot 1, of Lakeshore Commons; thence S 89°46'26" W, along the north line of E. Lake Vista Blvd., 620.44 feet to the east line of S. 5th Ave.; thence N 47°24'59" W, along said east line, 11.86 feet; thence N 14°34'27" W, along said east line, 69.35 feet; thence N 09°54'46" W, along said east line, 137.13 feet; thence N 08°52'44" W, along said east line, 66.74 feet; thence thence N 00°52'00" E, along said east line, 75.53 feet; thence N 89°32'23" W, 33.00 feet to the west line of said Fractional SW 1/4 of Section 24; thence N 00°52'00" E, along said west line, 1439.03 feet; thence S 32°08'09" E, along the southwesterly line, and the northwesterly extension thereof of said Outlot 1, of Certified Survey Map No. 9355, 265.24 feet to a point of curvature; thence Southeastly along said southwesterly line, and also along the arc of a curve to the right, 467.81 feet to the southwesterly corner of said Outlot 1, said curve having a radius of 960.00 feet and a chord bearing S 18°09'35.5" E, 463.20 feet; thence N 89°46'26" E, along the south line of said Outlot 1, 422.18 feet to the southeast corner of said Outlot 1, also being a point on the westerly line of said Lakeshore Commons; thence S 00°52'00" W, along said westerly line, 1125.43 feet to said southwest corner of Lot 1, of Lakeshore Commons and the Point of Beginning.

Containing 2,972,733 square feet / 68.245 acres of land, more or less.

DECLARED AREA:

Lots 1-9, inclusive, and Outlots 1-4, inclusive, of the Plat of Lakeshore Commons, being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

Containing 1,288,526 square feet / 29.608 acres of land, more or less.

EXPANSION AREA:

Part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin, said part of Lot 1, further described as: Beginning at the southeast corner of said Lot 1, of Certified Survey Map No. 9355; thence S 89°46'26" W, along the north line of E. Lake Vista Blvd, 781.07; thence N 29°45'50" W, along said north line, 24.61 feet to the east line of S. Lake Vista Parkway and a point of curvature; thence Northeastly along the arc of a curve to the left, and along said east line, 580.21 feet, said curve having a radius of 530.00 feet and a chord bearing N 19°41'02" E, 642.48 feet; thence N 17°37'25" W, along said east line, 144.06 feet; thence N 89°46'26" E, 320.20 feet to a point of curvature; thence Southeastly along the arc of a curve to the right 130.86 feet, said curve having a radius of 499.00 feet and a chord bearing S 20°12'42" E, 130.51 feet; thence S 12°41'51" E, 84.39 feet to a point of curvature; thence Southeastly along the arc of a curve to the left 413.85 feet, said curve having a radius of 751.00 feet and a chord bearing S 28°29'03" E, 408.63 feet; thence S 44°18'15" E, 114.39 feet to a southeasterly line of said Lot 1, of Certified Survey Map No. 9355; thence S 51°37'44" W, along said southeasterly line, 46.86 feet; thence S 00°52'44" West, along an easterly line of said Lot 1, 86.81 feet to the Point of Beginning.

Said part of the West 1/2 of the Fractional Southwest 1/4 of said Section 24, further described as:

Beginning at the southwest corner of said Lot 1, of Lakeshore Commons; thence S 89°46'26" W, along the north line of E. Lake Vista Blvd., 620.44 feet to the east line of S. 5th Ave.; thence N 47°24'59" W, along said east line, 11.86 feet; thence N 14°34'27" W, along said east line, 69.35 feet; thence N 09°54'46" W, along said east line, 137.13 feet; thence N 08°52'44" W, along said east line, 66.74 feet; thence thence N 00°52'00" E, along said east line, 75.53 feet; thence N 89°32'23" W, 33.00 feet to the west line of said Fractional SW 1/4 of Section 24; thence N 00°52'00" E, along said west line, 1439.03 feet; thence S 32°08'09" E, along the southwesterly line, and the northwesterly extension thereof of said Outlot 1, of Certified Survey Map No. 9355, 265.24 feet to a point of curvature; thence Southeastly along said southwesterly line, and also along the arc of a curve to the right, 467.81 feet to the southwesterly corner of said Outlot 1, said curve having a radius of 960.00 feet and a chord bearing S 18°09'35.5" E, 463.20 feet; thence N 89°46'26" E, along the south line of said Outlot 1, 422.18 feet to the southeast corner of said Outlot 1, also being a point on the westerly line of said Lakeshore Commons; thence S 00°52'00" W, along said westerly line, 1125.43 feet to said southwest corner of Lot 1, of Lakeshore Commons and the Point of Beginning.

Containing 1,663,105 square feet / 38.639 acres of land, more or less.

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN
OUTAGAMIE COUNTY) SS

I, Erik A. Gustafson, Professional Land Surveyor, do hereby certify that that by the direction of the Declarant, F Street OCLV, LLC, I have surveyed and mapped the following described lands:

Lots 1-9, inclusive, and Outlots 1-4, inclusive, of the Plat of Lakeshore Commons, part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin

Containing 2,972,733 square feet / 68.245 acres of land, more or less.

I further certify:

That this is a true and correct representation of all of the exterior boundaries of the land surveyed and the condominium described to the best of my knowledge and belief and that this survey complies with Chapter AE-7, of the Wisconsin Administrative Code, and shows the location of any unit or building located or to be located on the property.

That the identification and location of each unit, the limited common elements for each unit, and the condominium common elements can be determined from the plat. The undersigned surveyor makes no certification as to the accuracy of the units contained in the plat and the approximate dimensions and floor areas thereof.

That I have fully complied with the provisions of Chapter 703 of the Wisconsin State Statutes in surveying and mapping the same.

Dated this 12th day of May, 2022.

Erik A. Gustafson
Erik A. Gustafson S-2329



EXHIBIT C

EXPANSION REAL ESTATE

Expansion Real Estate Owned by City of Oak Creek:

PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 9355 RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY, WISCONSIN ON OCTOBER 14, 2021, AS DOCUMENT NUMBER 11174987, BEING A PART OF GOVERNMENT LOTS 3 & 4, AND THE WEST 1/2 OF THE FRACTIONAL SOUTHWEST 1/4, OF SECTION 24, TOWNSHIP 05 NORTH, RANGE 22 EAST, SITUATED IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN, FURTHER DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1, OF CERTIFIED SURVEY MAP NO. 9355; THENCE S 89°46'26" W, ALONG THE NORTH LINE OF E. LAKE VISTA BLVD, 781.07'; THENCE N 29°45'50" W, ALONG SAID NORTH LINE, 24.61 FEET TO THE EAST LINE OF S. LAKE VISTA PARKWAY AND A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, AND ALONG SAID EAST LINE, 690.21 FEET, SAID CURVE HAVING A RADIUS OF 530.00 FEET AND A CHORD BEARING N 19°41'02" E, 642.46 FEET; THENCE N 17°37'25" W, ALONG SAID EAST LINE, 144.06 FEET; THENCE N 89°46'26" E, 320.20 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT 130.88 FEET, SAID CURVE HAVING A RADIUS OF 499.00 FEET AND A CHORD BEARING S 20°12'42" E, 130.51 FEET; THENCE S 12°41'51" E, 84.39 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT 413.85 FEET, SAID CURVE HAVING A RADIUS OF 751.00 FEET AND A CHORD BEARING S 28°29'03" E, 408.63 FEET; THENCE S 44°16'15" E, 114.39 FEET TO A SOUTHEASTERLY LINE OF SAID LOT 1, OF CERTIFIED SURVEY MAP NO. 9355 ; THENCE S 51°37'44" W, ALONG SAID SOUTHEASTERLY LINE, 46.86 FEET; THENCE S 00°52'44" WEST, ALONG AN EASTERLY LINE OF SAID LOT 1, 86.81 FEET TO THE POINT OF BEGINNING.

FOR INFORMATIONAL PURPOSES ONLY:

PROPERTY ADDRESS: 4060 EAST LAKE VISTA BOULEVARD

PART OF TAX PARCEL NOS. 868-9993-001 AND 868-9996-002 (NEW TAX KEY NO. 868-9003-000 NOT YET ASSESSED)

AND

OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 9355 RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY, WISCONSIN ON OCTOBER 14, 2021, AS DOCUMENT NUMBER 11174987, BEING A PART OF GOVERNMENT LOTS 3 & 4, AND THE WEST 1/2 OF THE FRACTIONAL SOUTHWEST 1/4, OF SECTION 24, TOWNSHIP 05 NORTH, RANGE 22 EAST, SITUATED IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

FOR INFORMATIONAL PURPOSES ONLY:
PROPERTY ADDRESS: 9116 SOUTH 5TH AVENUE
PART OF TAX PARCEL NO. 868-9996-002 (NEW TAX KEY NO. 868-9006-000 NOT YET ASSESSED)

Expansion Real Estate Owned by Edison M. Boerke Family Trust:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION; RUNNING THENCE NORTH 89° 46' 05" EAST ALONG THE SOUTH LINE OF SAID SECTION, 379.29 FEET TO A POINT; THENCE NORTH 00° 51' 52" EAST, 33.01 FEET TO A POINT ON THE NORTH LINE OF EAST RYAN ROAD AND THE POINT OF BEGINNING; THENCE NORTH 00° 51' 52" EAST, 1039.05 FEET TO A POINT; THENCE NORTHWESTERLY 86.40 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 1040.00 FEET AND WHOSE CHORD BEARS NORTH 01° 30' 56" WEST, 86.38 FEET TO A POINT; THENCE NORTH 89° 46' 05" EAST, 342.01 FEET TO A POINT; THENCE SOUTH 00° 51' 52" WEST, 1125.43 FEET TO A POINT ON THE NORTH LINE OF EAST RYAN ROAD; THENCE SOUTH 89° 46' 05" WEST ALONG THE NORTH LINE, 338.42 FEET TO THE POINT OF BEGINNING.

AND

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID 1/4 SECTION; RUNNING THENCE NORTH ALONG THE WEST LINE OF SAID 1/4 SECTION, 1824.41 FEET TO A POINT; THENCE SOUTH 33° 00' EAST, 265.00 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG A CURVED LINE HAVING A RADIUS OF 960.00 FEET WITH ITS CENTER TO THE SOUTHWEST AND A CHORD WHICH BEARS SOUTH 16° 30' EAST, MEASURING 544.80 FEET TO A POINT OF TANGENCY; THENCE SOUTH AND PARALLEL TO THE WEST LINE OF SAID 1/4 SECTION, 1073.90 FEET TO A POINT IN THE SOUTH LINE OF SAID 1/4 SECTION; THENCE WEST ALONG THE SOUTH LINE OF SAID 1/4 SECTION, 299.28 FEET TO THE PLACE OF COMMENCEMENT. IT BEING THE INTENTION TO CONVEY HEREBY A PARCEL OF LAND LYING BETWEEN THE WEST LINE OF SAID 1/4 SECTION AND THE WESTERLY LINE OF LANDS CONVEYED TO THE MILWAUKEE ELECTRIC RAILWAY AND LIGHT COMPANY BY THE NEWPORT COMPANY BY DEED DATED JANUARY 13, 1930 AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS, MILWAUKEE COUNTY, IN VOLUME 1309 OF DEEDS, PAGE 451, DOCUMENT NO. 1773917.

EXCEPTING THEREFROM THOSE PARTS LYING WITHIN THE RIGHTS OF WAY OF SOUTH 5TH AVENUE AND EAST RYAN ROAD.

FURTHER EXCEPTING THEREFROM THAT PORTION OF LAND CONVEYED IN TRUSTEE'S DEED RECORDED OCTOBER 12, 2015 AS DOCUMENT NO. 10506605.

AND

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE NORTH 89° 46' 05" EAST ALONG THE SOUTH LINE OF SAID SECTION, 379.29 FEET TO A POINT; THENCE NORTH 00° 51' 52" EAST, 33.01 FEET TO A POINT ON THE NORTH LINE OF EAST RYAN ROAD AND THE POINT OF BEGINNING; THENCE SOUTH 89° 46' 05" WEST ALONG SAID NORTH LINE, 80.01 FEET TO A POINT; THENCE NORTH 00° 51' 52" EAST, 1040.59 FEET TO A POINT; THENCE NORTHWESTERLY 84.88 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 960.00 FEET AND WHOSE CHORD BEARS NORTH 01° 40' 07" WEST, 84.85 FEET TO A POINT; THENCE NORTH 89° 46' 05" EAST 80.18 FEET TO A POINT; THENCE SOUTHEASTERLY 86.40 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 1040.00 FEET AND WHOSE CHORD BEARS SOUTH 01° 30' 56" EAST, 86.38 FEET TO A POINT; THENCE SOUTH 00° 51' 52" WEST, 1039.05 FEET TO A POINT ON THE NORTH LINE OF EAST RYAN ROAD AND THE POINT OF BEGINNING.

FOR INFORMATIONAL PURPOSES ONLY:
PART OF TAX PARCEL NO.: 868-9994-002

EXHIBIT D

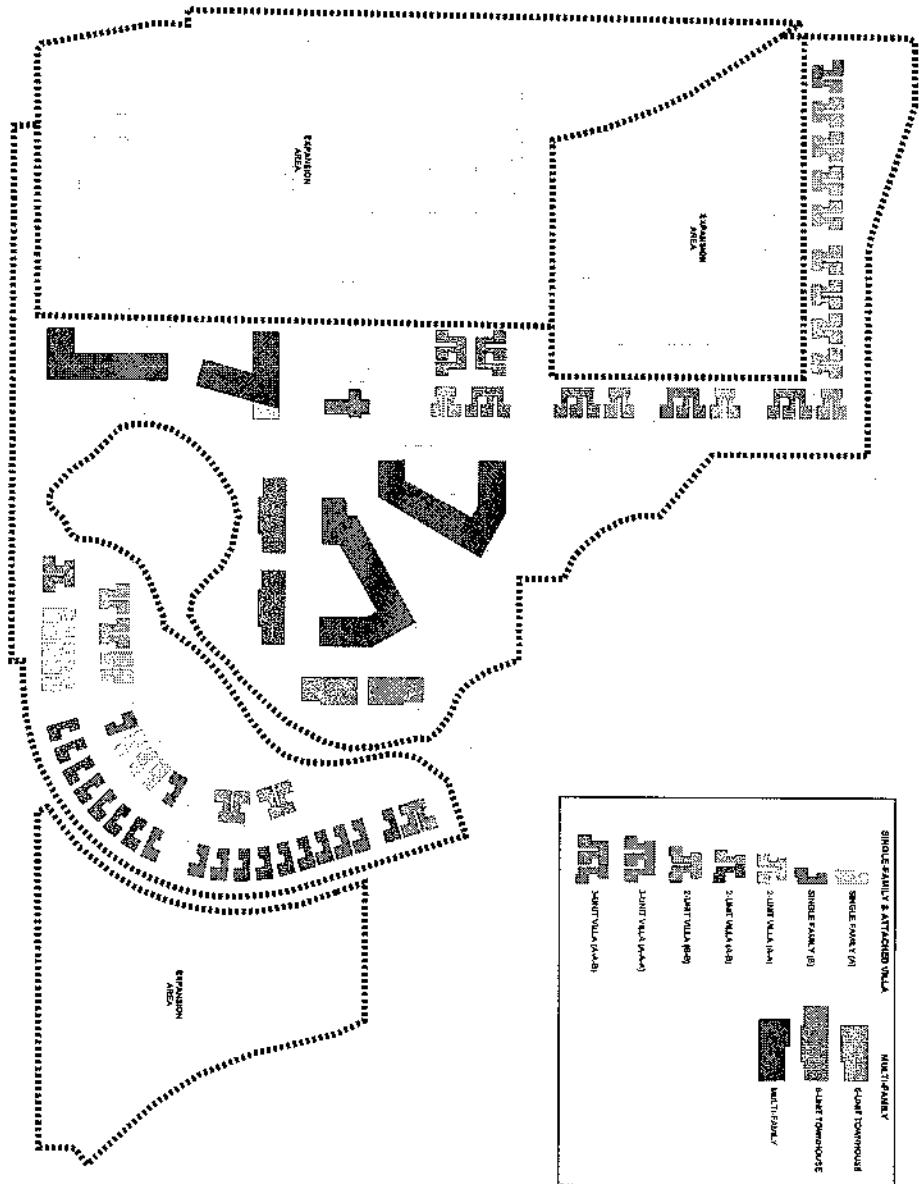
PERCENTAGE INTERESTS IN COMMON ELEMENTS

	Percentage Interest	Number of Votes	Type of Units
Unit 1	0.69%	1	Single Family and Villa Unit (See Single Family Declaration)
Unit 2	6.48%	6	Townhome Unit (See Single Family Declaration)
Unit 3	2.08%	2	Single Family Unit (See Single Family Declaration)
Unit 4	1.85%	2	Single Family Unit (See Single Family Declaration)
Unit 5	1.16%	1	Single Family Unit (See Single Family Declaration)
Unit 6	0.46%	1	Villa Unit (See Single Family Declaration)
Unit 7	19.44%	19	Multi Family Unit
Unit 8	26.62%	27	Multi Family Unit
Unit 9	12.96%	13	Multi Family Unit
Unit 10	14.58%	15	Multi Family Unit
Unit 11	1.39%	1	Single Family and Villa Unit (See Single Family Declaration)
Unit 12	1.16%	1	Single Family Unit (See Single Family Declaration)
Unit 13	0.93%	1	Villa Unit (See Single Family Declaration)
Unit 14	0.69%	1	Villa Unit (See Single Family Declaration)
Unit 15	0.69%	1	Villa Unit (See Single Family Declaration)
Unit 16	1.16%	1	Villa Unit (See Single Family Declaration)
Unit 17	1.16%	1	Villa Unit (See Single Family Declaration)
Unit 18	1.16%	1	Villa Unit (See Single Family Declaration)
Unit 19	1.16%	1	Villa Unit (See Single Family Declaration)
Unit 20	1.85%	2	Villa Unit (See Single Family Declaration)
Unit 21	2.31%	2	Villa Unit (See Single Family Declaration)
TOTAL	100.00%	100	

Note: Units 1-6 and 11-21 are current raw land units. As such, the percentage interests may be amended if, and, as there are subsequent sub-condominiums or separation of units, based on actual unit counts

EXHIBIT E

SITE PLAN OF EXPANSION REAL ESTATE

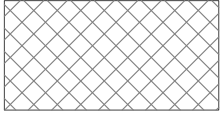


Lakeshore Commons Master Condominium

An Expandable Condominium

Lots 1-9, inclusive, and Outlots 1-4, inclusive, of the Plat of Lakeshore Commons, part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

LEGEND:

- = 1.32" O.D. Iron Pipe Found
- △ = 2.375" O.D. Iron Pipe Found
- = Section Corner
-  = Wetlands
- — — — — = RIGHT-OF-WAY LINE
- - - - - = PROPERTY LINE

100 0 100 200
SCALE IN FEET
1" = 200'

(FOR RECORDING INFORMATION)

NOTE:

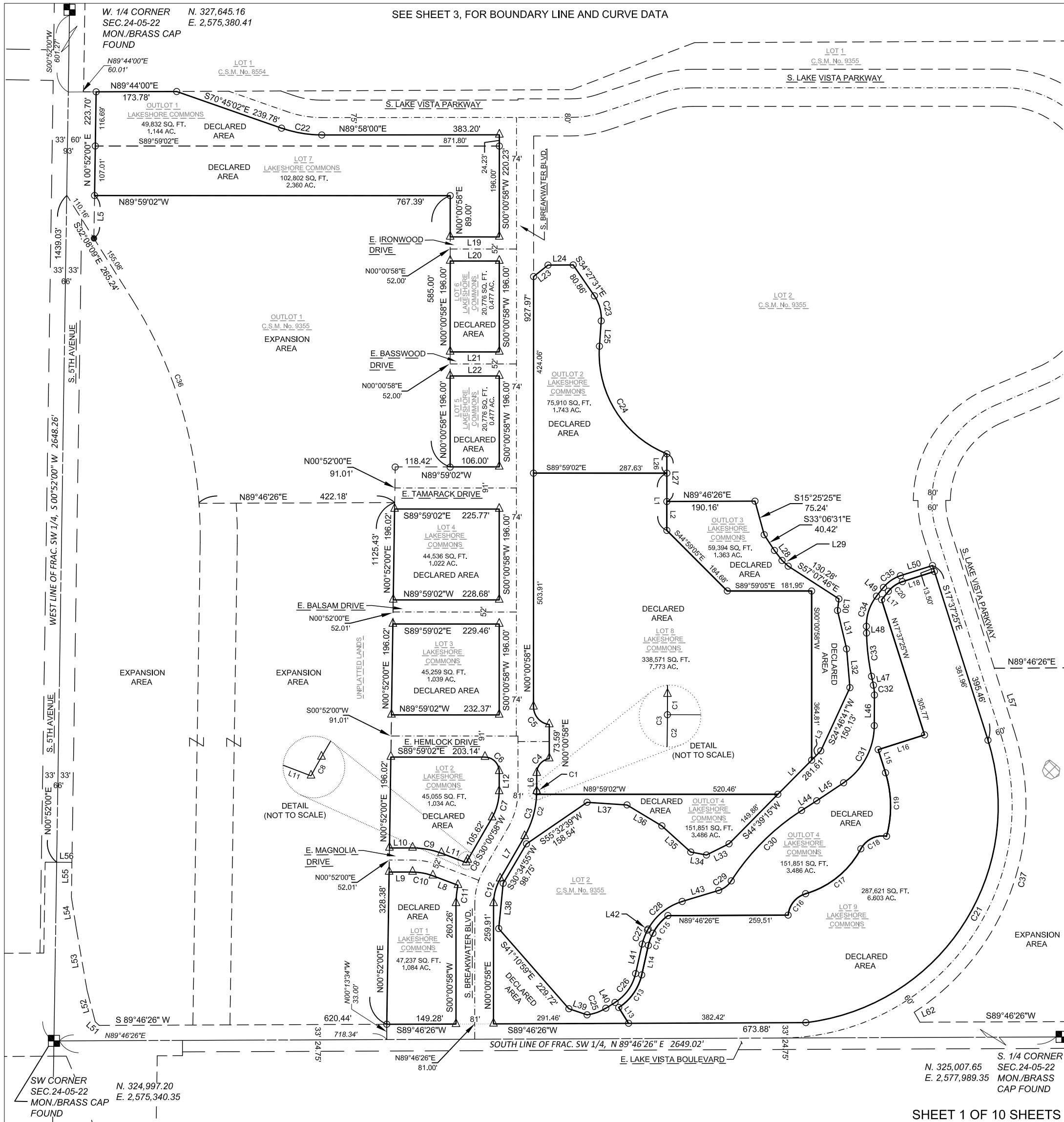
- ◆ That portion of Lot 1, of Certified Survey Map No. 9355, shown as Expansion Area, would need to be sub-divided from said Lot 1, prior to the proposed expansion into said Lot 1.
- ◆ The wetlands shown hereon were delineated by Dave Meyer of Wetland & Waterway Consulting, LLC, between October 18-21, 2020.



NORTH REFERENCED TO THE WISCONSIN
STATE PLANE COORDINATE SYSTEM SOUTH
ZONE: NAD 27, THE WEST LINE OF THE
FRACTIONAL SW 1/4 OF SECTION 24-05-22,
BEARING N00°52'00"E.
SCALE: 1"=200'

CONDOMINIUM BOUNDARY

SEE SHEET 3, FOR BOUNDARY LINE AND CURVE DATA



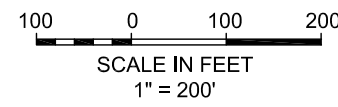
SHEET 1 OF 10 SHEETS



226 W. WISCONSIN AVE.
APPLETON, WI 54911
kapurinc.com

Lots 1-9, inclusive, and Outlots 1-4, inclusive, of the Plat of Lakeshore Commons, part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

○ = 1.32" O.D. Iron Pipe Found
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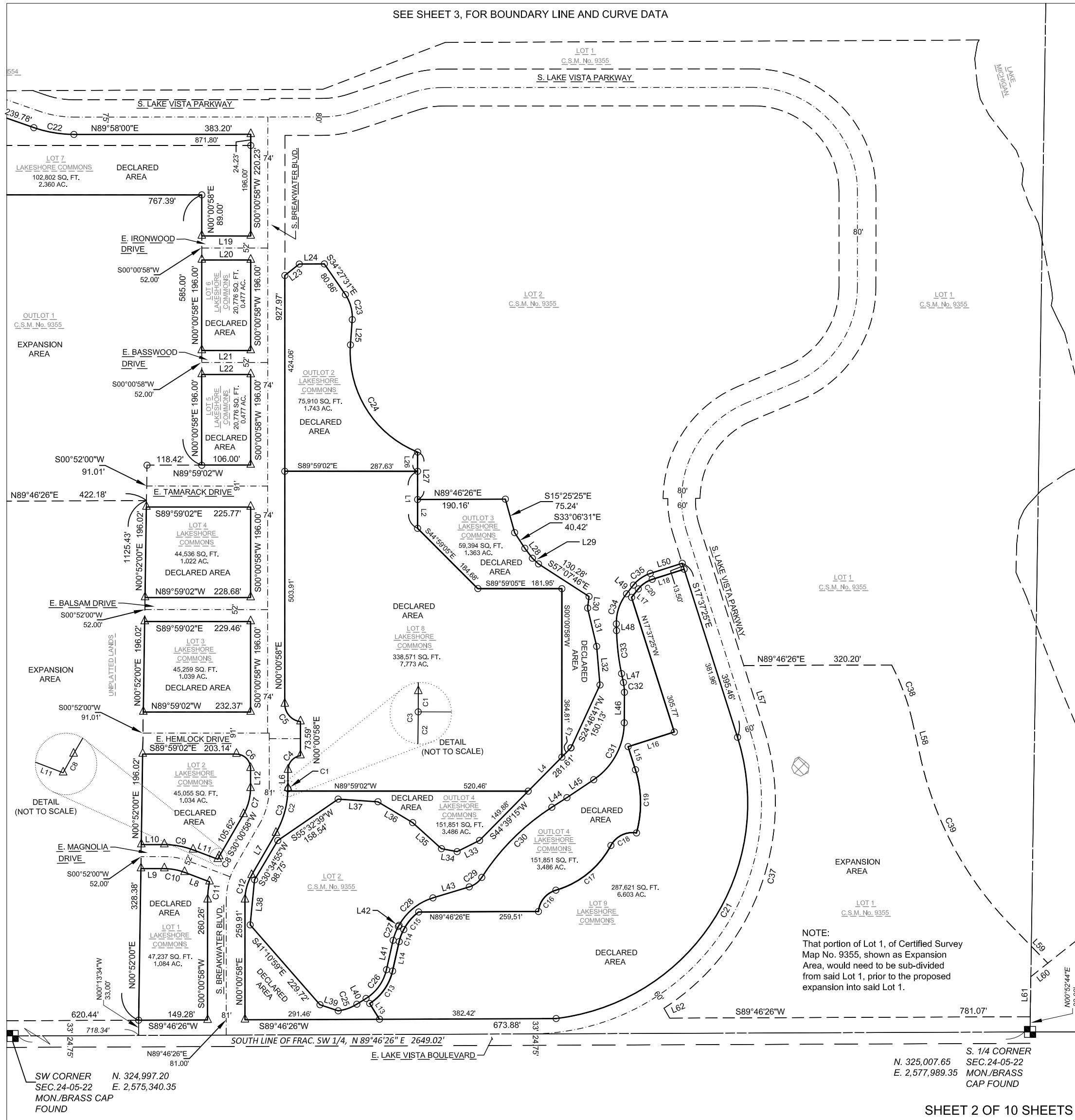
- ◆ That portion of Lot 1, of Certified Survey Map No. 9355, shown as Expansion Area, would need to be sub-divided from said Lot 1, prior to the proposed expansion into said Lot 1.
- ◆ The wetlands shown hereon were delineated by Dave Meyer of Wetland & Waterway Consulting, LLC, between October 18-21, 2020.



NORTH REFERENCED TO THE WISCONSIN
STATE PLANE COORDINATE SYSTEM SOUTH
ZONE, NAD 27, THE WEST LINE OF THE
FRACTIONAL SW 1/4 OF SECTION 24-05-22,
BEARING N00°52'00"E.



SEE SHEET 3, FOR BOUNDARY LINE AND CURVE DATA



S:_SiteDsgn\Rinka Chung Architects\190575 Lake Vista Final\Survey\DWG\190575_SR_Master_Condo_1_REV1.dwg 5/11/2022 3:26 PM

Lakeshore Commons Master Condominium

An Expandable Condominium

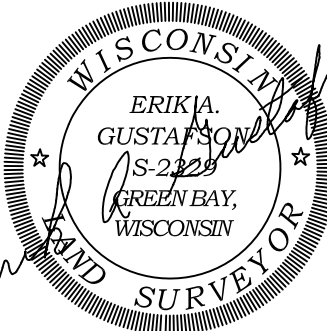
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CURVE CHART

C1 CURVE DATA R = 194.00' L = 6.07' Δ = 01°47'38" CH. B. = N00°54'47"E CH. = 6.07'	C2 CURVE DATA R = 194.00' L = 95.51' Δ = 28°12'22" CH. B. = N15°54'47"E CH. = 94.54'	C3 CURVE DATA R = 194.00' L = 101.58' Δ = 30°00'00" CH. B. = N15°00'58"E CH. = 100.42'	C4 CURVE DATA R = 31.58' L = 45.09' Δ = 81°48'28" CH. B. = N40°55'12"E CH. = 41.36'	C5 CURVE DATA R = 38.58' L = 56.09' Δ = 83°18'06" CH. B. = N41°38'05"W CH. = 51.28'	C6 CURVE DATA R = 30.58' L = 48.04' Δ = 90°00'00" CH. B. = S44°59'02"E CH. = 43.25'	C7 CURVE DATA R = 113.00' L = 69.17' Δ = 30°00'00" CH. B. = S15°00'58"W CH. = 58.49'
C8 CURVE DATA R = 187.00' L = 6.46' Δ = 01°58'48" CH. B. = S29°01'34"W CH. = 6.46'	C9 CURVE DATA R = 176.00' L = 63.68' Δ = 20°43'46" CH. B. = N79°37'09"W CH. = 63.33'	C10 CURVE DATA R = 124.00' L = 44.86' Δ = 20°43'46" CH. B. = S79°37'09"E CH. = 44.62'	C11 CURVE DATA R = 187.00' L = 39.28' Δ = 12°02'04" CH. B. = S06°02'00"W CH. = 39.21'	C12 CURVE DATA R = 106.00' L = 55.50' Δ = 30°00'00" CH. B. = N15°00'58"E CH. = 54.87'	C13 CURVE DATA R = 112.50' L = 88.23' Δ = 44°56'05" CH. B. = N35°09'05.5"E CH. = 85.99'	C14 CURVE DATA R = 99.50' L = 28.15' Δ = 16°12'44" CH. B. = N20°47'25"E CH. = 28.06'
C15 CURVE DATA R = 111.78' L = 50.19' Δ = 25°43'35" CH. B. = N40°13'46.5"E CH. = 49.77'	C16 CURVE DATA R = 52.50' L = 63.41' Δ = 69°12'03" CH. B. = N39°18'37.5"E CH. = 59.62'	C17 CURVE DATA R = 196.50' L = 157.79' Δ = 46°00'27" CH. B. = N50°54'25.5"E CH. = 153.58'	C18 CURVE DATA R = 52.50' L = 65.90' Δ = 71°55'18" CH. B. = N63°51'51"E CH. = 61.66'	C19 CURVE DATA R = 238.00' L = 138.83' Δ = 33°25'20" CH. B. = N00°54'45"W CH. = 136.87'	C20 CURVE DATA R = 62.50' L = 37.03' Δ = 33°56'37" CH. B. = N55°24'39.5"E CH. = 36.49'	C21 CURVE DATA R = 470.00' L = 827.86' Δ = 100°55'14" CH. B. = S32°50'12"W CH. = 724.91'
C22 CURVE DATA R = 262.50' L = 88.34' Δ = 19°16'58" CH. B. = S80°23'31"E CH. = 87.93'	C23 CURVE DATA R = 85.00' L = 57.06' Δ = 38°27'37" CH. B. = S15°13'42.5"E CH. = 55.99'	C24 CURVE DATA R = 232.51' L = 292.82' Δ = 72°09'23" CH. B. = S32°04'35.5"E CH. = 273.85'	C25 CURVE DATA R = 99.00' L = 43.12' Δ = 24°57'29" CH. B. = N70°33'47.5"E CH. = 42.78'	C26 CURVE DATA R = 99.00' L = 78.45' Δ = 45°24'00" CH. B. = N35°23'03"E CH. = 76.41'	C27 CURVE DATA R = 113.00' L = 31.97' Δ = 16°12'30" CH. B. = N20°47'18"E CH. = 31.86'	C28 CURVE DATA R = 125.00' L = 96.63' Δ = 44°17'37" CH. B. = N51°02'21.5"E CH. = 94.25'
C29 CURVE DATA R = 49.00' L = 34.72' Δ = 40°35'37" CH. B. = N52°53'21.5"E CH. = 34.00'	C30 CURVE DATA R = 501.00' L = 216.32' Δ = 24°44'20" CH. B. = N44°57'43"E CH. = 214.64'	C31 CURVE DATA R = 149.00' L = 145.50' Δ = 55°57'01" CH. B. = N28°16'16.5"E CH. = 139.79'	C32 CURVE DATA R = 99.00' L = 21.30' Δ = 12°19'47" CH. B. = N05°52'07.5"W CH. = 21.26'	C33 CURVE DATA R = 501.00' L = 93.98' Δ = 10°44'52" CH. B. = N06°39'35"W CH. = 93.84'	C34 CURVE DATA R = 101.00' L = 70.03' Δ = 39°43'30" CH. B. = N18°34'36"E CH. = 68.63'	C35 CURVE DATA R = 76.00' L = 45.02' Δ = 33°56'37" CH. B. = N55°24'39.5"E CH. = 44.37'
C36 CURVE DATA R = 960.00' L = 467.81' Δ = 27°55'13" CH. B. = S18°09'35.5"E CH. = 463.20'	C37 CURVE DATA R = 530.00' L = 690.21' Δ = 74°36'54" CH. B. = N19°41'02"E CH. = 642.46'	C38 CURVE DATA R = 499.00' L = 130.88' Δ = 15°01'42" CH. B. = S20°12'42"E CH. = 130.51'	C39 CURVE DATA R = 751.00' L = 413.85' Δ = 31°34'24" CH. B. = S28°29'03"E CH. = 408.63'			

LINE TABLE

L1 = S 00°00'10" W, 123.42'	L11 = N 69°15'16" W, 57.13'	L21 = N 89°59'02" W, 106.00'	L31 = S 13°19'18" E, 85.24'	L41 = N 12°41'03" E, 65.33'	L51 = N 47°24'59" W, 11.86'
L2 = S 00°00'10" W, 62.36'	L12 = S 00°00'58" W, 43.42'	L22 = S 89°59'02" E, 106.00'	L32 = S 04°53'47" E, 83.89'	L42 = N 28°53'33" E, 3.14'	L52 = N 14°34'27" W, 69.35'
L3 = S 44°39'15" W, 28.07'	L13 = N 31°54'57" W, 40.13'	L23 = N 51°32'08" E, 39.83'	L33 = S 63°26'16" W, 54.37'	L43 = N 73°11'10" E, 82.38'	L53 = N 09°54'46" W, 137.13'
L4 = S 44°39'15" W, 103.66'	L14 = N 12°41'03" E, 65.33'	L24 = N 89°42'28" E, 54.27'	L34 = N 79°17'03" W, 34.56'	L44 = N 57°19'53" E, 38.90'	L54 = N 08°52'44" W, 66.74'
L5 = N 00°52'00" E, 92.45'	L15 = N 17°37'25" W, 52.46'	L25 = S 04°00'06" W, 54.84'	L35 = N 47°51'32" W, 84.05'	L45 = N 56°14'47" E, 69.80'	L55 = N 00°52'00" E, 75.53'
L6 = N 00°00'58" E, 39.42'	L16 = N 72°22'35" E, 105.00'	L26 = S 00°00'10" W, 41.75'	L36 = N 59°02'00" W, 87.71'	L46 = N 00°17'46" E, 66.20'	L56 = N 89°32'23" W, 33.00'
L7 = N 30°00'58" E, 105.62'	L17 = N 38°26'21" E, 23.44'	L27 = S 00°00'10" W, 102.81'	L37 = N 86°10'59" W, 86.41'	L47 = N 12°02'01" W, 19.65'	L57 = N 17°37'25" W, 144.06'
L8 = S 69°15'16" E, 57.77'	L18 = N 72°22'58" E, 72.65'	L28 = S 37°18'04" E, 27.02'	L38 = S 05°36'08" W, 98.14'	L48 = N 01°17'09" W, 14.52'	L58 = S 12°41'51" E, 84.39'
L9 = S 89°59'02" E, 50.59'	L19 = N 89°59'02" W, 106.00'	L29 = S 47°17'16" E, 18.13'	L39 = S 71°33'44" E, 41.54'	L49 = N 38°26'21" E, 24.25'	L59 = S 44°16'15" E, 114.39'
L10 = N 89°59'02" W, 49.82'	L20 = S 89°59'02" E, 106.00'	L30 = S 07°07'40" W, 25.09'	L40 = N 58°05'03" E, 23.59'	L50 = N 72°22'58" E, 72.65'	L60 = S 51°37'44" W, 46.86'
L61 = S 00°52'44" W, 86.81'					
L62 = N 29°45'50" W, 24.61'					


05-12-2022

DECLARANT:
F STREET OCLV, LLC
1134 N. 9TH ST., SUITE 200
MILWAUKEE, WI 53233



226 W. WISCONSIN AVE.
APPLETON, WI 54911
kapurinc.com

Lakeshore Commons Master Condominium

An Expandable Condominium

Lots 1-9, inclusive, and Outlots 1-4, inclusive, of the Plat of Lakeshore Commons, part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

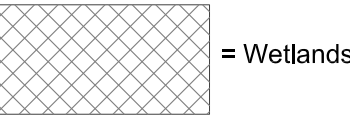
NOTES:

- ♦ All areas within the condominium boundary are Common Element (C.E.) unless depicted as "Unit" or "L.C.E." Private roads and alleys, as shown, are C.E.
- ♦ Limited Common Elements are depicted, to the extent possible, on this plat as "L.C.E."
- ♦ The Common Elements and Limited Common Elements are further defined within the Declaration of Condominium at Lakeshore Commons Master Condominium recorded simultaneously with this plat.
- ♦ That portion of Lot 1, of Certified Survey Map No. 9355, shown as Expansion Area, would need to be sub-divided from said Lot 1, prior to the proposed expansion into said Lot 1.
- ♦ See Sheets 7, 8, & 9, for unit dimensions and areas.
- ♦ The Clubhouse is the entirety of Lot 3.
- ♦ Units 9 and 10, are building pad boundaries.
- ♦ Field work completed on November 30, 2020.
- ♦ Public Utility Easements per the Lakeshore Commons Subdivision Plat.

LEGEND:

M.W.M.E. = Municipal Water Main Easement
P.U.E. = Public Utility Easement
M.U.E. = Municipal Utility Easement

————— = RIGHT-OF-WAY LINE
- - - - - = PROPERTY LINE



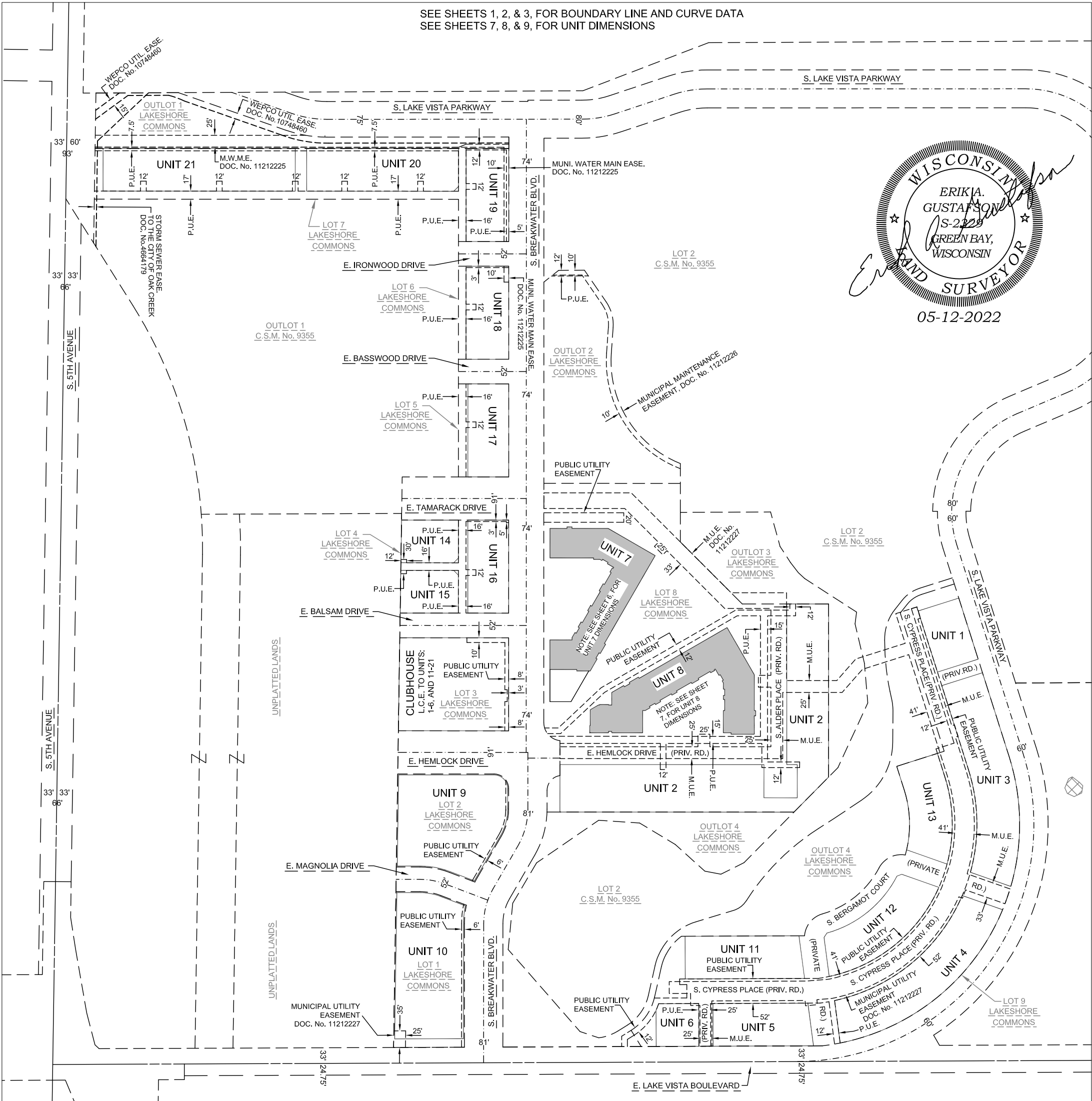
= Wetlands

100 0 100 200
SCALE IN FEET
1" = 200'

NORTH REFERENCED TO THE
WISCONSIN STATE PLANE
COORDINATE SYSTEM SOUTH ZONE,
NAD 27. THE WEST LINE OF THE
FRACTIONAL SW 1/4 OF SECTION
24-05-22, BEARING N00°52'00"E.
SCALE: 1"=200'

EASEMENTS

SEE SHEETS 1, 2, & 3, FOR BOUNDARY LINE AND CURVE DATA
SEE SHEETS 7, 8, & 9, FOR UNIT DIMENSIONS



S:_SiteDsgn\Rinka Chung Architects\190575 Lake Vista Final\Survey\DWG\190575_SR_Master_Condo_1_REV1.dwg 5/11/2022 3:28 PM

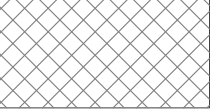
Lakeshore Commons Master Condominium

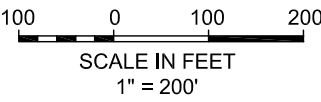
An Expandable Condominium

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- NOTES:
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 - ♦ Field work completed on November 30, 2020.

LEGEND:

- C.E. = Common Element
L.C.E. = Limited Common Element
- — — — — = RIGHT-OF-WAY LINE
- - - - - = PROPERTY LINE
-  = Wetlands

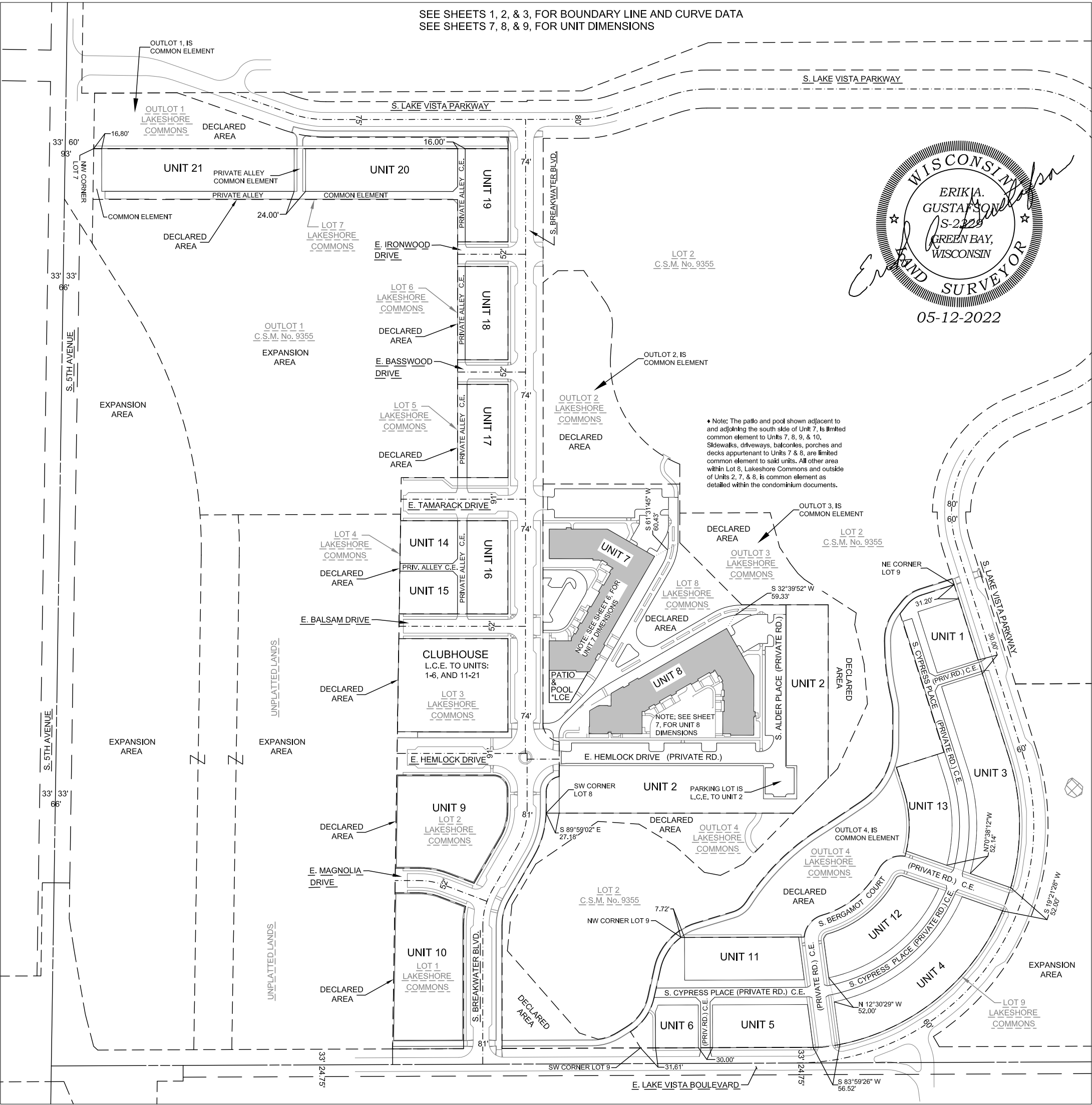


NORTH REFERENCED TO THE
WISCONSIN STATE PLANE
COORDINATE SYSTEM SOUTH ZONE,
NAD 27. THE WEST LINE OF THE
FRACTIONAL SW 1/4 OF SECTION
24-05-22, BEARING N00°52'00"E.


SCALE: 1"=200'

CONDOMINIUM LAYOUT

SEE SHEETS 1, 2, & 3, FOR BOUNDARY LINE AND CURVE DATA
SEE SHEETS 7, 8, & 9, FOR UNIT DIMENSIONS



S:_SiteDsgn\Rinka Chung Architects\190575 Lake Vista Final\Survey\DWG\190575_SR_Master_Condo_1_REV1.dwg 5/11/2022 3:29 PM

Lakeshore Commons Master Condominium

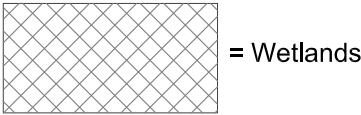
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- NOTES:
- ♦ All areas within the condominium boundary are Common Element (C.E.) unless depicted as "Unit" or "L.C.E." Private roads and alleys, as shown, are C.E.
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LEGEND:

- C.E. = Common Element
L.C.E. = Limited Common Element
- = RIGHT-OF-WAY LINE
- - - - - = PROPERTY LINE



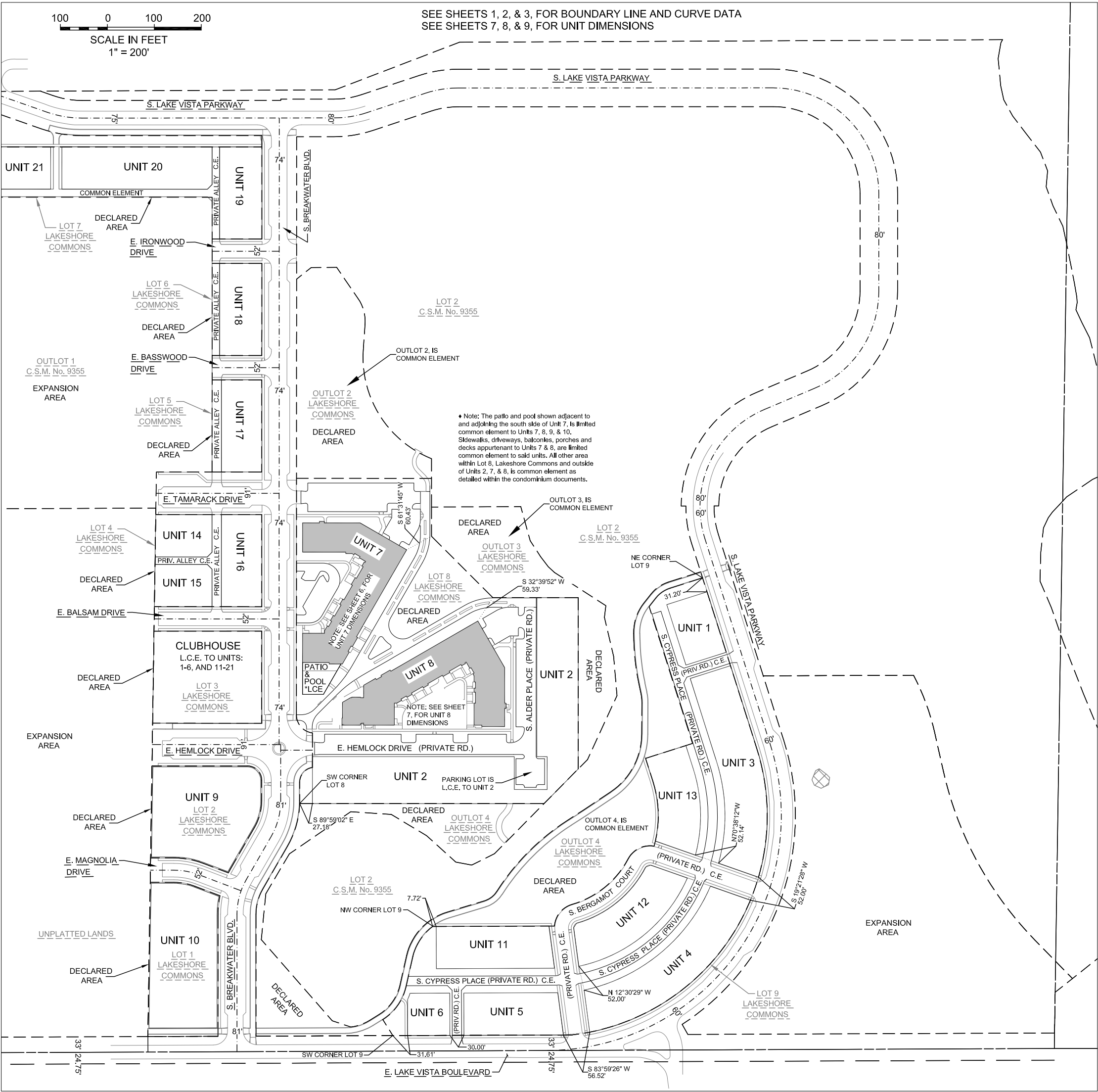
= Wetlands



05-12-2022

CONDOMINIUM LAYOUT

NORTH REFERENCED TO THE
WISCONSIN STATE PLANE
COORDINATE SYSTEM SOUTH ZONE,
NAD 27, THE WEST LINE OF THE
FRACTIONAL SW 1/4 OF SECTION
24-05-22, BEARING N00°52'00"E.
SCALE: 1"=200'



S:_SiteDsgn\Rinka Chung Architects\190575 Lake Vista Final\Survey\DWG\190575_SR_Master_Condo_1_REV1.dwg 5/11/2022 3:31 PM

Lakeshore Commons Master Condominium

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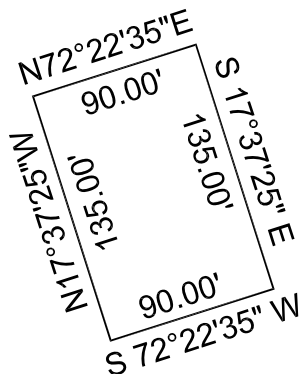
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SCALE: 1" = 100'

UNIT DETAILS

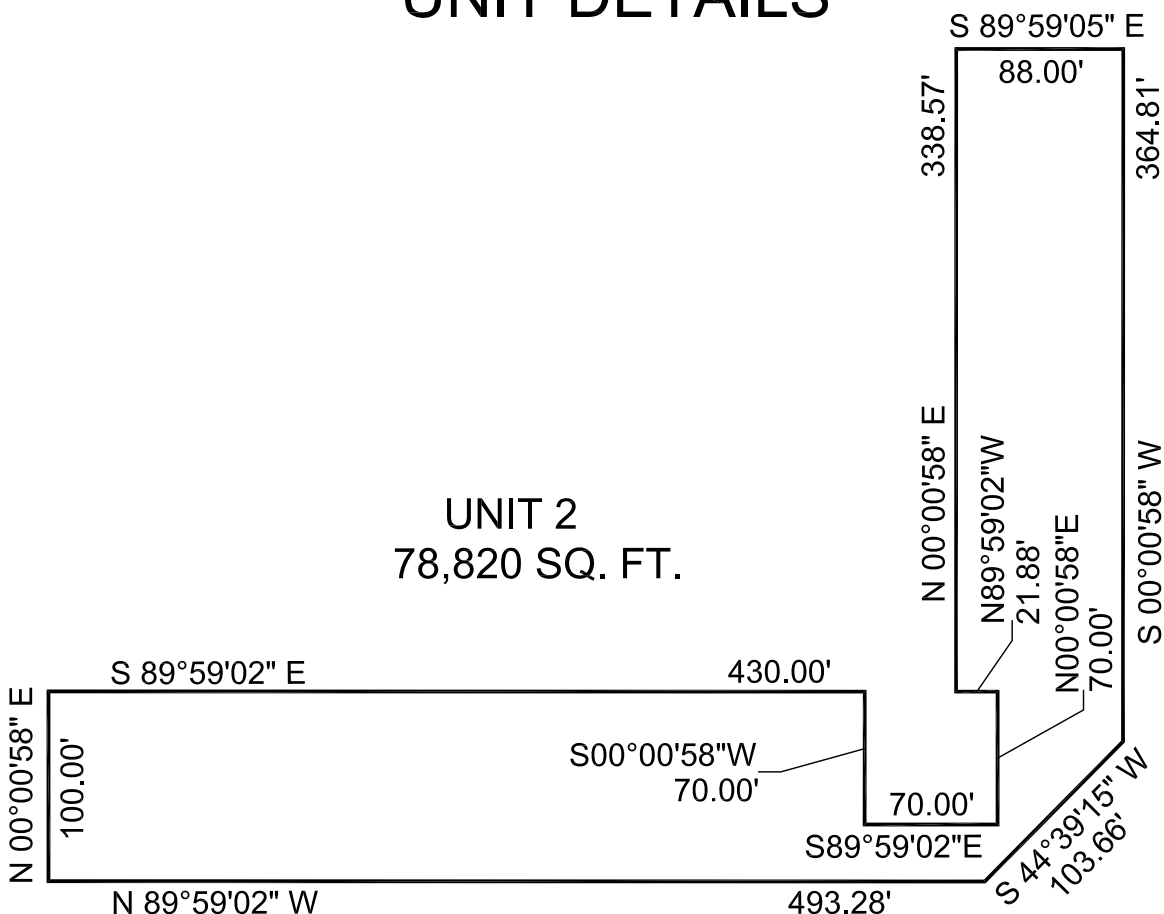
NORTH REFERENCED TO THE
WISCONSIN STATE PLANE
COORDINATE SYSTEM SOUTH ZONE,
NAD 27. THE WEST LINE OF THE
FRACTIONAL SW 1/4 OF SECTION
24-05-22, BEARING N00°52'00" E.



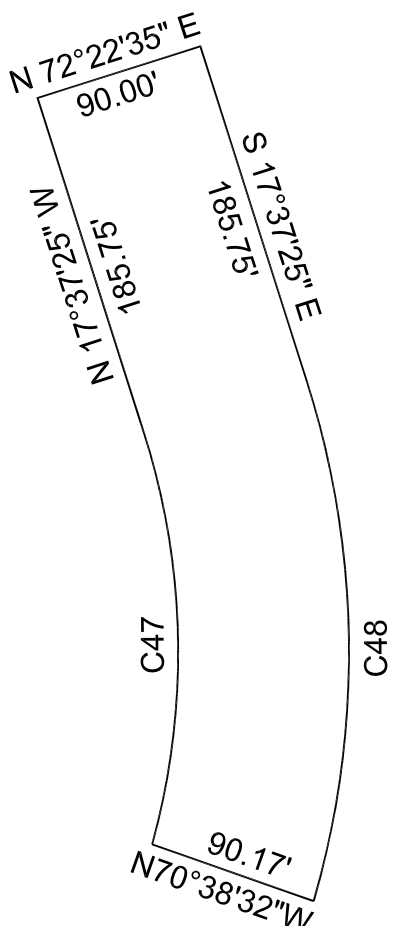
UNIT 1
12,150 SQ. FT.



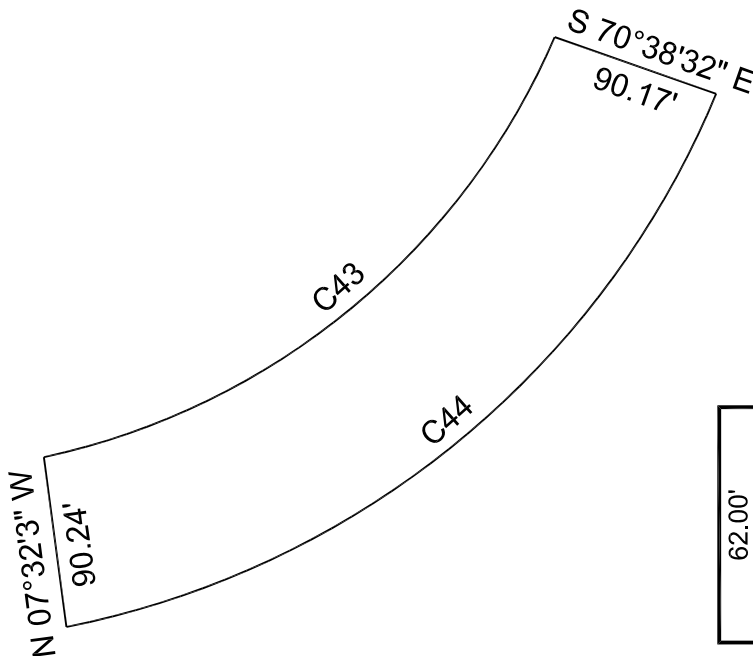
UNIT 2
78,820 SQ. FT.



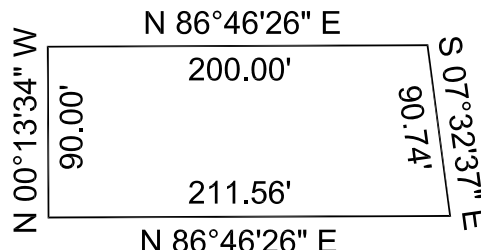
UNIT 3
39,064 SQ. FT.



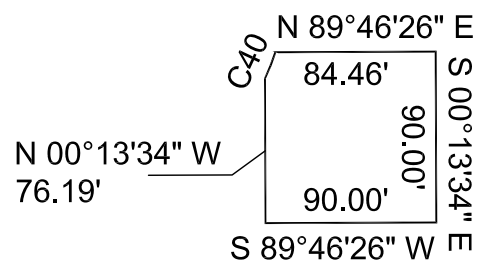
UNIT 4
37,035 SQ. FT.



UNIT 5
18,520 SQ. FT.

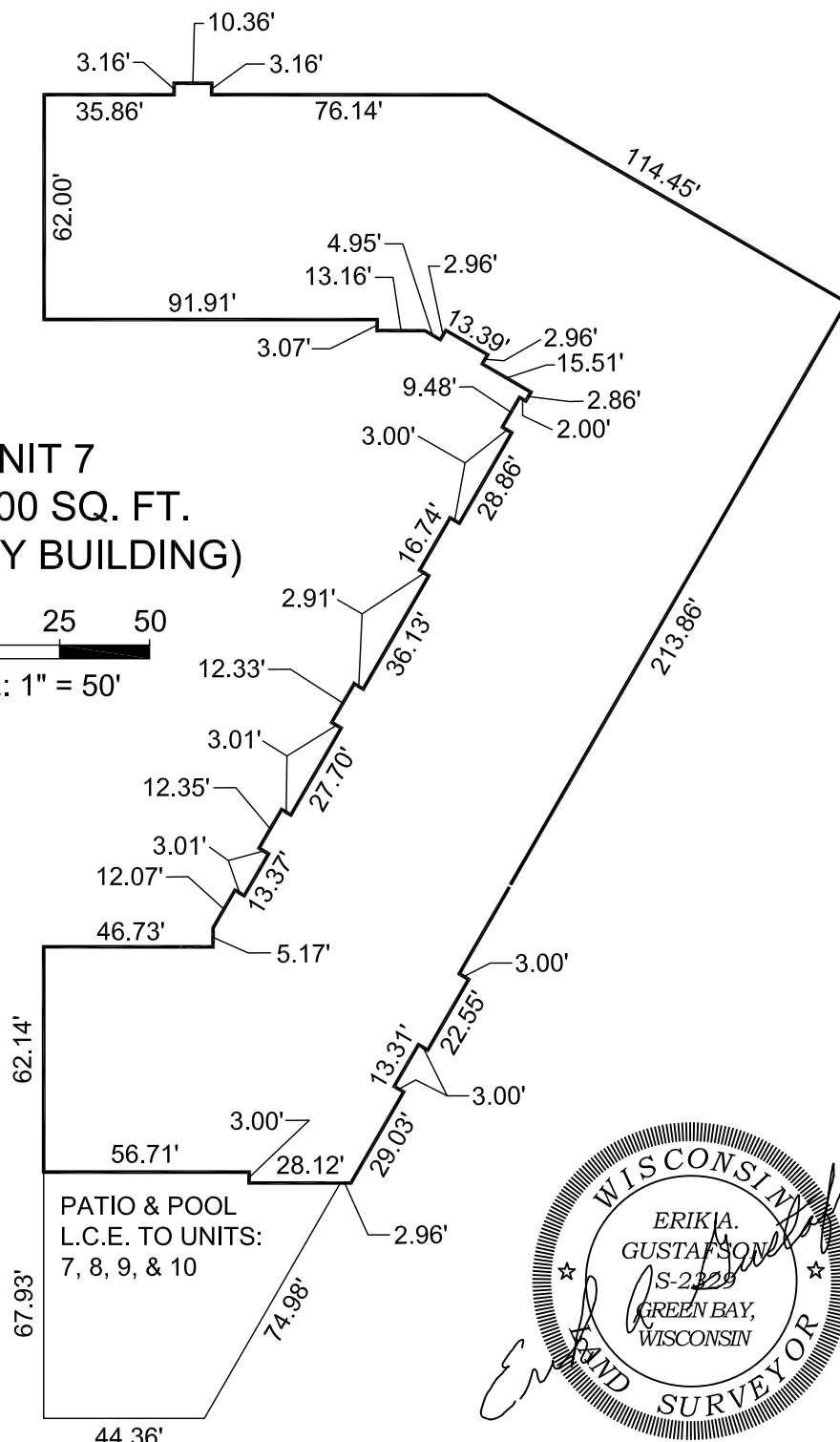


UNIT 6
8,059 SQ. FT.



UNIT 7
131,000 SQ. FT.
(4-STORY BUILDING)

25 0 25 50
SCALE: 1" = 50'



C40 CURVE DATA

R = 124.50'
L = 14.89'
Δ = 06°51'04"
CH. B. = N21°38'39"E
CH. = 14.88'

C47 CURVE DATA

R = 380.00'
L = 219.25'
Δ = 33°03'29"
CH. B. = N01°05'40"W
CH. = 216.22'

C43 CURVE DATA

R = 380.00'
L = 361.93'
Δ = 54°34'18"
CH. B. = N50°34'01"E
CH. = 348.41'

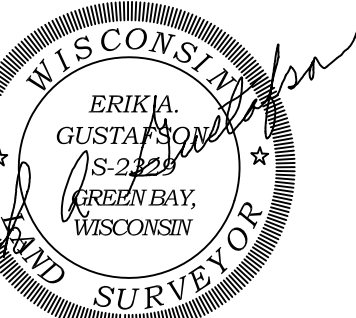
C48 CURVE DATA

R = 470.00'
L = 277.35'
Δ = 33°48'36"
CH. B. = S00°43'07"E
CH. = 273.34'

C44 CURVE DATA

R = 470.00'
L = 461.07'
Δ = 56°12'24"
CH. B. = N50°37'56"E
CH. = 442.80'

Note: The surveyor makes no certification as to the accuracy of the units contained in the plat and the approximate dimensions and floor areas thereof.



05-12-2022

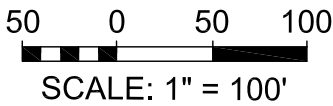
226 W. WISCONSIN AVE.
APPLETON, WI 54911
kapurinc.com

Lakeshore Commons Master Condominium

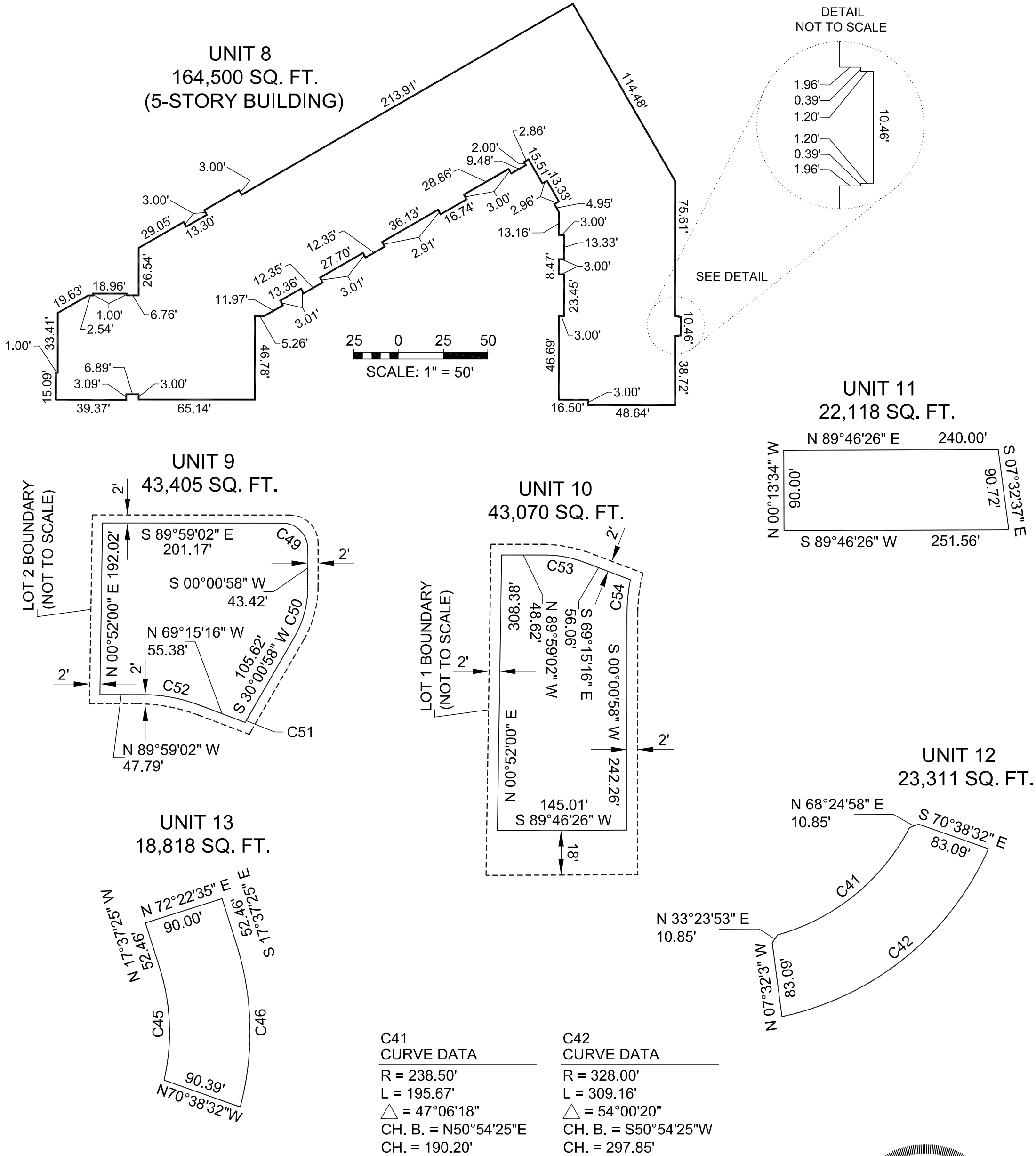
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NORTH REFERENCED TO THE
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COORDINATE SYSTEM SOUTH ZONE,
NAD 27. THE WEST LINE OF THE
FRACTIONAL SW 1/4 OF SECTION
24-05-22, BEARING N00°52'00"E.



UNIT DETAILS



C45 CURVE DATA

R = 238.00'
L = 127.56'
 $\Delta = 30^\circ 42' 34''$
CH. B. = N02°16'08"W
CH. = 126.04'

C51 CURVE DATA

R = 189.00'
L = 4.77'
 $\Delta = 01^\circ 26' 43''$
CH. B. = S29°17'35"W
CH. = 4.77'

C46 CURVE DATA

R = 328.00'
L = 185.68'
 $\Delta = 32^\circ 26' 05''$
CH. B. = S01°24'22"E
CH. = 183.21'

C52 CURVE DATA

R = 178.00'
L = 64.40'
 $\Delta = 20^\circ 43' 47''$
CH. B. = N79°37'09"W
CH. = 64.05'

C41 CURVE DATA

R = 238.50'
L = 195.67'
 $\Delta = 47^\circ 06' 18''$
CH. B. = N50°54'25"E
CH. = 190.20'

C49 CURVE DATA

R = 28.58'
L = 44.90'
 $\Delta = 90^\circ 00' 32''$
CH. B. = S44°59'02"E
CH. = 40.42'

C53 CURVE DATA

R = 122.00'
L = 44.14'
 $\Delta = 20^\circ 43' 48''$
CH. B. = S79°37'09"E
CH. = 43.90'

C42 CURVE DATA

R = 328.00'
L = 309.16'
 $\Delta = 54^\circ 00' 20''$
CH. B. = S50°54'25"W
CH. = 297.85'

C50 CURVE DATA

R = 111.00'
L = 58.12'
 $\Delta = 29^\circ 59' 54''$
CH. B. = S15°00'58"W
CH. = 57.46'

C54 CURVE DATA

R = 189.00'
L = 37.98'
 $\Delta = 11^\circ 30' 53''$
CH. B. = S05°46'22"W
CH. = 37.92'



05-12-2022

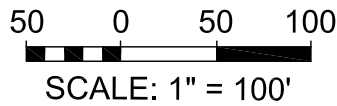
Note: The surveyor makes no certification as to the accuracy of the units contained in the plat and the approximate dimensions and floor areas thereof.

Kapur 226 W. WISCONSIN AVE.
APPLETON, WI 54911
kapurinc.com

Lakeshore Commons Master Condominium

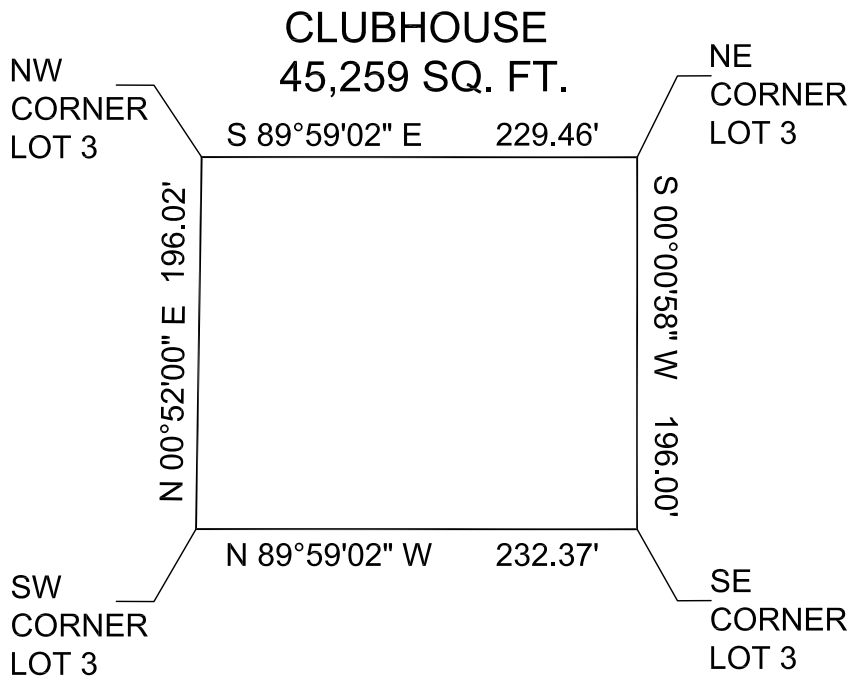
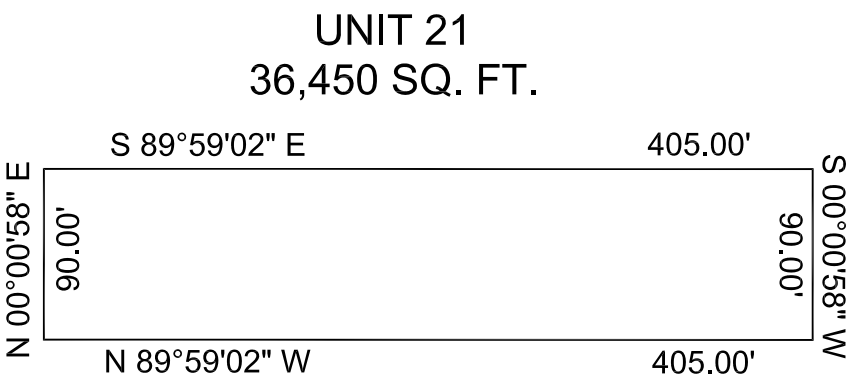
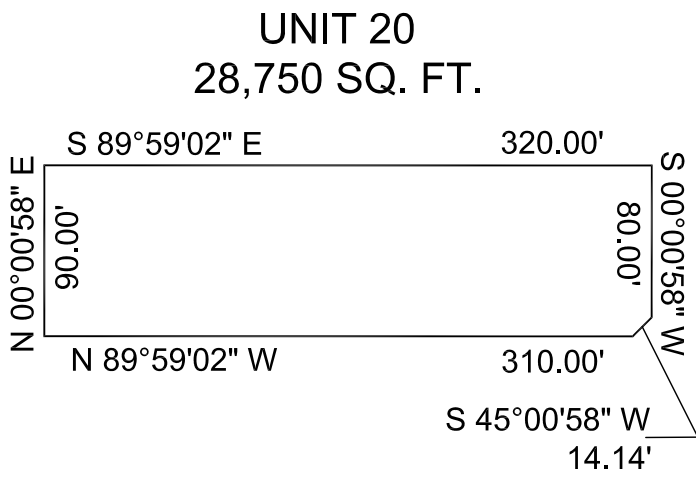
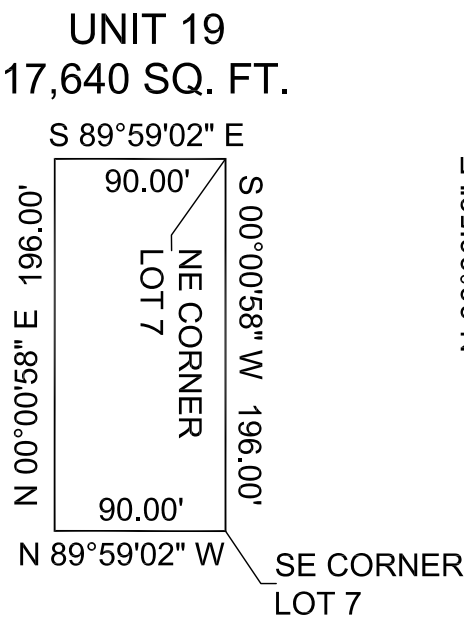
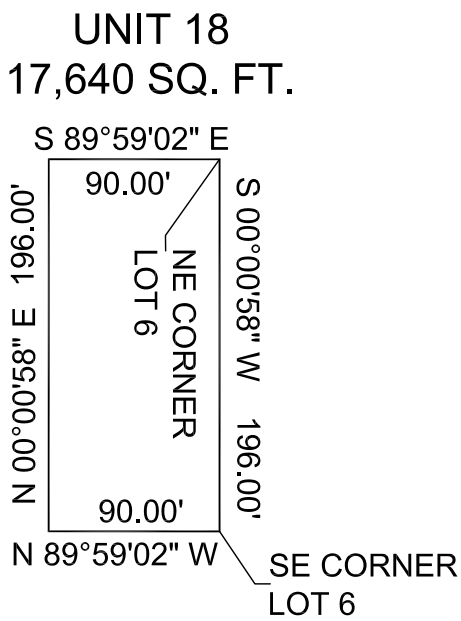
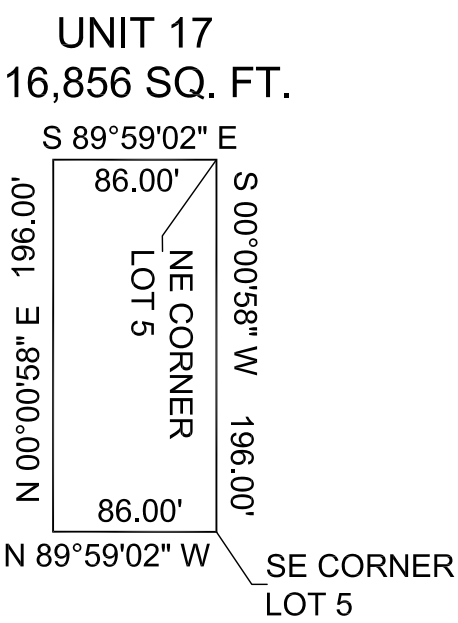
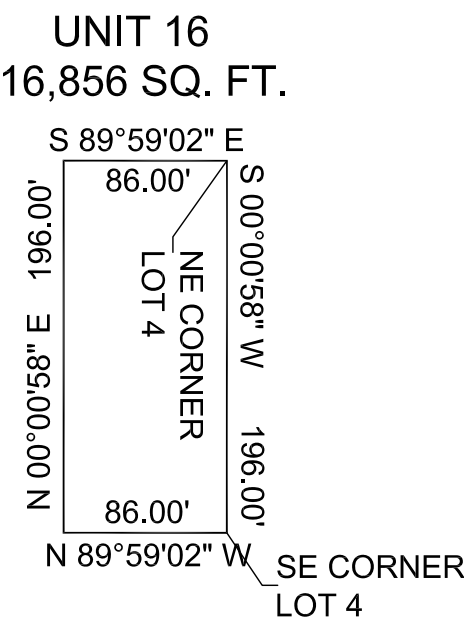
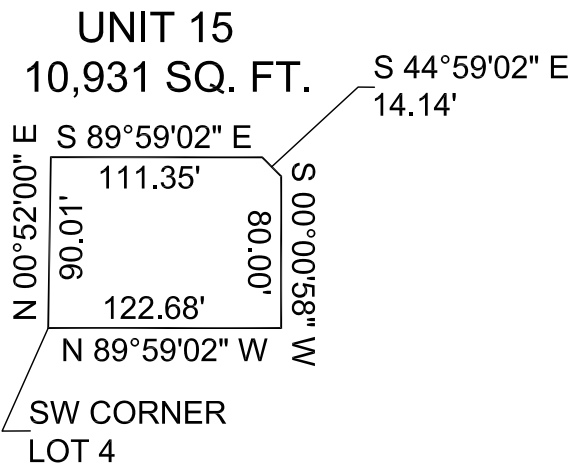
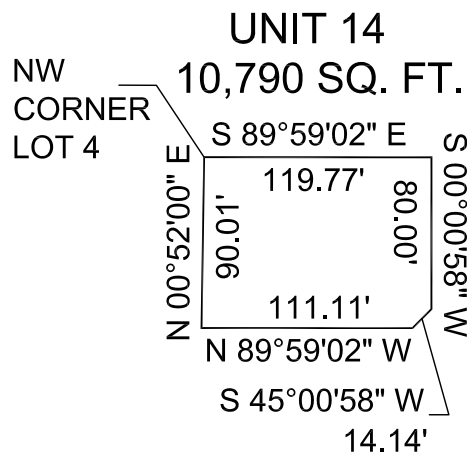
An Expandable Condominium

Lots 1-9, inclusive, and Outlots 1-4, inclusive, of the Plat of Lakeshore Commons, part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.



UNIT DETAILS

NORTH REFERENCED TO THE
WISCONSIN STATE PLANE
COORDINATE SYSTEM SOUTH ZONE;
NAD 83. THE WEST LINE OF THE
FRACTIONAL SW 1/4 OF SECTION
24-05-22, BEARING N00°52'00"E.



05-12-2022

Note: The surveyor makes no certification as to the accuracy of the units contained in the plat and the approximate dimensions and floor areas thereof.



226 W. WISCONSIN AVE.
APPLETON, WI 54911
kapurinc.com

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Lakeshore Commons Master Condominium

An Expandable Condominium

Lots 1-9, inclusive, and Outlots 1-4, inclusive, of the Plat of Lakeshore Commons, part of Lot 1, and all of Oulot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

TOTAL BOUNDARY:

Lots 1-9, inclusive, and Outlots 1-4, inclusive, of the Plat of Lakeshore Commons, part of Lot 1, and all of Oulot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin, said part of Lot 1, further described as:

Beginning at the southeast corner of said Lot 1, of Certified Survey Map No.9355; thence S 89°46'26" W, along the north line of E. Lake Vista Blvd, 781.07'; thence N 29°45'50" W, along said north line, 24.61 feet to the east line of S. Lake Vista Parkway and a point of curvature; thence Northeasterly along the arc of a curve to the left, and along said east line, 690.21 feet, said curve having a radius of 530.00 feet and a chord bearing N 19°41'02" E, 642.46 feet; thence N 17°37'25" W, along said east line, 144.06 feet; thence N 89°46'26" E, 320.20 feet to a point of curvature; thence Southeasterly along the arc of a curve to the right 130.88 feet, said curve having a radius of 499.00 feet and a chord bearing S 20°12'42" E, 130.51 feet; thence S 12°41'51" E, 84.39 feet to a point of curvature; thence Southeasterly along the arc of a curve to the left 413.85 feet, said curve having a radius of 751.00 feet and a chord bearing S 28°29'03" E, 408.63 feet; thence S 44°16'15" E, 114.39 feet to a southeasterly line of said Lot 1, of Certified Survey Map No. 9355 ; thence S 51°37'44" W, along said southeasterly line, 46.86 feet; thence S 00°52'44" West, along an easterly line of said Lot 1, 86.81 feet to the Point of Beginning.

Said part of the West 1/2 of the Fractional Southwest 1/4 of said Section 24, further described as:

Beginning at the southwest corner of said Lot 1, of Lakeshore Commons; thence S 89°46'26" W, along the north line of E. Lake Vista Blvd., 620.44 feet to the east line of S. 5th Ave.; thence N 47°24'59" W, along said east line, 11.86 feet; thence N 14°34'27" W, along said east line, 69.35 feet; thence N 09°54'46" W, along said east line, 137.13 feet; thence N 08°52'44" W, along said east line, 66.74 feet; thence thence N 00°52'00" E, along said east line, 75.53 feet; thence N 89°32'23" W, 33.00 feet to the west line of said Fractional SW 1/4 of Section 24; thence N 00°52'00" E, along said west line, 1439.03 feet; thence S 32°08'09" E, along the southwesterly line, and the northwesterly extension thereof of said Outlot 1, of Certified Survey Map No. 9355; 265.24 feet to a point of curvature; thence Southeasterly along said southwesterly line, and also along the arc of a curve to the right, 467.81 feet to the southwesterly corner of said Outlot 1, said curve having a radius of 960.00 feet and a chord bearing S 18°09'35.5" E, 463.20 feet; thence N 89°46'26" E, along the south line of said Outlot 1, 422.18 feet to the southeast corner of said Outlot 1, also being a point on the westerly line of said Lakeshore Commons; thence S 00°52'00" W, along said westerly line, 1125.43 feet to said southwest corner of Lot 1, of Lakeshore Commons and the Point of Beginning.

Containing 2,972,733 square feet / 68.245 acres of land, more or less.

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
OUTAGAMIE COUNTY) SS

I, Erik A. Gustafson, Professional Land Surveyor, do hereby certify that that by the direction of the Declarant, F Street OCLV, LLC, I have surveyed and mapped the following described lands:

Lots 1-9, inclusive, and Outlots 1-4, inclusive, of the Plat of Lakeshore Commons, part of Lot 1, and all of Oulot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin

Containing 2,972,733 square feet / 68.245 acres of land, more or less.

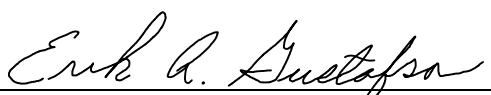
I further certify:

That this is a true and correct representation of all of the exterior boundaries of the land surveyed and the condominium described to the best of my knowledge and belief and that this survey complies with Chapter AE-7, of the Wisconsin Administrative Code, and shows the location of any unit or building located or to be located on the property.

That the identification and location of each unit, the limited common elements for each unit, and the condominium common elements can be determined from the plat. The undersigned surveyor makes no certification as to the accuracy of the units contained in the plat and the approximate dimensions and floor areas thereof.

That I have fully complied with the provisions of Chapter 703 of the Wisconsin State Statutes in surveying and mapping the same.

Dated this 12th day of May, 2022.


Erik A. Gustafson S-2329



DECLARED AREA:

Lots 1-9, inclusive, and Outlots 1-4, inclusive, of the Plat of Lakeshore Commons, being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.
Containing 1,289,628 square feet / 29.606 acres of land, more or less.

EXPANSION AREA:

Part of Lot 1, and all of Oulot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin, said part of Lot 1, further described as: Beginning at the southeast corner of said Lot 1, of Certified Survey Map No.9355; thence S 89°46'26" W, along the north line of E. Lake Vista Blvd, 781.07'; thence N 29°45'50" W, along said north line, 24.61 feet to the east line of S. Lake Vista Parkway and a point of curvature; thence Northeasterly along the arc of a curve to the left, and along said east line, 690.21 feet, said curve having a radius of 530.00 feet and a chord bearing N 19°41'02" E, 642.46 feet; thence N 17°37'25" W, along said east line, 144.06 feet; thence N 89°46'26" E, 320.20 feet to a point of curvature; thence Southeasterly along the arc of a curve to the right 130.88 feet, said curve having a radius of 499.00 feet and a chord bearing S 20°12'42" E, 130.51 feet; thence S 12°41'51" E, 84.39 feet to a point of curvature; thence Southeasterly along the arc of a curve to the left 413.85 feet, said curve having a radius of 751.00 feet and a chord bearing S 28°29'03" E, 408.63 feet; thence S 44°16'15" E, 114.39 feet to a southeasterly line of said Lot 1, of Certified Survey Map No. 9355 ; thence S 51°37'44" W, along said southeasterly line, 46.86 feet; thence S 00°52'44" West, along an easterly line of said Lot 1, 86.81 feet to the Point of Beginning.

Said part of the West 1/2 of the Fractional Southwest 1/4 of said Section 24, further described as:

Beginning at the southwest corner of said Lot 1, of Lakeshore Commons; thence S 89°46'26" W, along the north line of E. Lake Vista Blvd., 620.44 feet to the east line of S. 5th Ave.; thence N 47°24'59" W, along said east line, 11.86 feet; thence N 14°34'27" W, along said east line, 69.35 feet; thence N 09°54'46" W, along said east line, 137.13 feet; thence N 08°52'44" W, along said east line, 66.74 feet; thence thence N 00°52'00" E, along said east line, 75.53 feet; thence N 89°32'23" W, 33.00 feet to the west line of said Fractional SW 1/4 of Section 24; thence N 00°52'00" E, along said west line, 1439.03 feet; thence S 32°08'09" E, along the southwesterly line, and the northwesterly extension thereof of said Outlot 1, of Certified Survey Map No. 9355; 265.24 feet to a point of curvature; thence Southeasterly along said southwesterly line, and also along the arc of a curve to the right, 467.81 feet to the southwesterly corner of said Outlot 1, said curve having a radius of 960.00 feet and a chord bearing S 18°09'35.5" E, 463.20 feet; thence N 89°46'26" E, along the south line of said Outlot 1, 422.18 feet to the southeast corner of said Outlot 1, also being a point on the westerly line of said Lakeshore Commons; thence S 00°52'00" W, along said westerly line, 1125.43 feet to said southwest corner of Lot 1, of Lakeshore Commons and the Point of Beginning.

Containing 1,683,105 square feet / 38.639 acres of land, more or less.



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