

DECLARATION
OF
THE BROADWAY CONDOMINIUM

DOCUMENT NO.

THIS SPACE RESERVED FOR RECORDING
DATA

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392-1028-X and 392-1029-5

Parcel Identification Number

TABLE OF CONTENTS
FOR THE DECLARATION OF BROADWAY
CONDOMINIUM

<u>Section</u>	<u>Page</u>
SECTION I - DEFINITIONS	1
1.1. Defined Terms	1
SECTION II - ASSOCIATION OF UNIT OWNERS.....	3
2.1. Membership, Duties and Obligations	3
2.2. Voting Rights.....	4
2.3. Declarant's Right to Vote	4
2.4. Architectural Control Committee	4
SECTION III - USE OF CONDOMINIUM.....	4
3.1. Use of Common Elements Other Than Limited Common Elements	4
3.2. Use of Limited Common Elements.....	4
SECTION IV - DESCRIPTION.....	5
4.1. Description of Building.....	5
4.2. Description of Units.....	5
4.3. Limited Common Elements.....	6
4.4. General Common Elements.....	6
4.5. Declarant's Right to Change Plans.....	7
SECTION V - ALLOCATED INTERESTS	7
5.1. Allocated Interest of Common Elements	7
5.2. Allocated Interest of Parking Area.....	7
SECTION VI - COMMON EXPENSES, ASSESSMENTS AND TAXES.....	7
6.1. Common Expenses.....	7
6.2. Parking Assessments.....	8
6.3. Payment of Assessments.....	8
6.4. Assessment for Common Expenses	9
6.5. Purchaser of Unit	9
6.6. Enforcement of Lien	9
6.7. Real Estate Taxes.....	9

SECTION VII - EASEMENTS AND ENCROACHMENTS	10
7.1. Utility Easements	10
7.2. Construction Easement	10
7.3. Easement to Facilitate Sales	10
7.4. Support Easement	11
7.5. Common Elements Easement	11
7.6. Unit Owner's Grant of Easement	11
7.7. Binding Effect	12
7.8. Encroachments	12
7.9. Title Exceptions	12
SECTION VIII - MORTGAGE	12
8.1. Separate Mortgages of Units	12
8.2. Mortgagees	12
8.3. Roster of Mortgagees	12
8.4. Liens	13
8.5. Mortgagee in Possession	13
8.6. Rights of Mortgagees	13
8.7. Restrictions on actions of Association	14
8.8. Application and Effect	14
8.9. Amendment to Declaration	14
8.10. Priority of First Mortgagees	14
SECTION IX - BOUNDARY RELOCATION AND SUBDIVISION OF UNITS	15
9.1. Relocation of Unit Boundaries	15
9.2. Liens on Work and Indemnification	16
SECTION X - MAINTENANCE, ALTERATION AND IMPROVEMENT OF CONDOMINIUM	16
10.1. Responsibility of Unit Owners	16
10.2. Responsibility of Association	17
10.3. Repair and Replacement Standards	18
10.4. Alterations to Unit	18
10.5. Exterior Alterations	18
10.6. Damage to Units and to Common Elements	19
SECTION XI - REPAIR OR RECONSTRUCTION	19
11.1. Repair or Reconstruction of Condominium	19
11.2. Eminent Domain	19
11.3. Association as Designated Agent	20

SECTION XII - RESTRICTIONS ON USE, OCCUPANCY AND TRANSFER	20
12.1. Limitations	20
12.2. Declarant's Right to Transfer	21
12.3. Unit Owner's Restrictions on Leasing	21
12.4. Unit Owner's Use of Unit as an Office	21
12.5. Unlawful Use of Condominium or Unit	21
12.6. Use of Parking Unit	22
SECTION XIII - INSURANCE	22
13.1. Insurance	22
13.2. Premiums and Deductibles	23
13.3. Proceeds of Insurance	24
13.4. Combined Protection Insurance	24
13.5. Public Liability Insurance	24
13.6. Fidelity Bonds	24
13.7. Separate Insurance	24
SECTION XIV - PROHIBITION ON PARTITION OF COMMON ELEMENTS	25
14.1. Partition of Common Elements	25
14.2. Partition of Parking Unit	25
SECTION XV - DISCLAIMER OF LIABILITY OF ASSOCIATION	25
15.1. Disclaimer	25
15.2. Parking Areas and Storage Lockers	25
SECTION XVI - AMENDMENT TO DECLARATION	26
16.1. Amendment	26
16.2. Special Amendments	26
SECTION XVII - TERMINATION OF CONDOMINIUM	27
17.1. Termination of the Condominium	27
SECTION XVIII - ADDITIONAL PROVISIONS	27
18.1. Rights of Action	27
18.2. Waiver	27
18.3. Severability	27
18.4. Captions	27
18.6. No Obligations	28
18.7. Number and Gender	28
18.8. Registered Agent	28

EXHIBITS

Legal Description.....	A
Allocated Interest.....	B
Plat of Survey.....	C
Title Exceptions.....	D
Prohibited Uses for Units 110 and 210.....	E

DECLARATION
OF
BROADWAY CONDOMINIUM

This Declaration is made as of the 12 day of March, 1998 by Great American Insurance Company, an Ohio company (hereinafter referred to as the "Declarant").

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

SECTION I

DEFINITIONS

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

- (a) "Act" means Chapter 703 of the Wisconsin Statutes and known as the Condominium Ownership Act, as amended from time to time.
- (b) "Allocated Interest" means the undivided percentage interest from time to time of each Unit or Parking Unit, determined as provided in Sections 5.1 or 5.2, below, in the Common Elements and the liability for Common Expenses or the Parking Area, as may be applicable.
- (c) "Architectural Control Committee" means the committee which the Board of Directors shall establish for the purpose of reviewing and approving any and all exterior alterations, improvements or modifications to: (i) the exterior portions of the Units, (ii) the Common Elements, and (iii) those portions of the Units visible from the Common Elements.
- (d) "Assessments" refers to both General Assessments and Special Assessments and means the amount determined by the Association to be due with respect to a Unit for Common Expenses, Limited Common Elements, or to a Parking Unit Owner for Parking Area expenses.
- (e) "Association" means The Broadway Condominium Association, Inc.

- (f) "Board of Directors" means the governing body of the Association.
- (g) "Building" means the structure containing all of the Units which are situated on the Property.
- (h) "Bylaws" means the Bylaws of The Broadway Condominium Association, Inc.
- (i) "Common Expenses" means all of the expenses of the Association.
- (j) "Common Elements" refers to both the "General Common Elements" and the "Limited Common Elements," and means all of the Condominium other than the Units.
- (k) "Condominium" means The Broadway Condominium.
- (l) "Condominium Documents" consist of the Articles, Bylaws, Rules and Regulations, Surveys, Plat Maps, Management Agreement, if any, and this Declaration.
- (m) "Declarant" means Great American Insurance Company.
- (n) "Declaration" means this Declaration of The Broadway Condominium.
- (o) "Director" means a Member of the Board of Directors of the Association.
- (p) "Managing Agent" means any individual or entity employed by the Association to perform duties and services for the Condominium in accordance with the Act or the Condominium Documents.
- (q) "Majority" means the Condominium Unit Owners with more than 50% of the votes assigned to the Units by the Declaration.
- (r) "Mortgage" means any recorded mortgage or land contract encumbering a Unit.
- (s) "Mortgagee" means the holder of any recorded Mortgage encumbering one or more of the Units or a land contract vendor.
- (t) "Member" means every Unit Owner, who by his or her status as a Unit Owner is also a Member of the Association.
- (u) "Membership Roster" means the list of all Unit Owners entitled to vote at all general and special meetings.
- (v) "Parking Area" means that area within the Building consisting of 60 parking spaces, as described on EXHIBIT C.

(w) "Parking Unit Owner" means every Unit Owner, who in addition to owning a Unit, holds title to one or more Parking Units as shown on EXHIBIT C.

(x) "Parking Unit" means a part of the Condominium intended for private use and for parking of a car by the applicable Parking Unit Owner.

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

(z) "Property" means the real property as described on EXHIBIT A, and any amendments thereto.

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

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

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

(dd) "Unit" means a part of the Condominium intended for private use by the Unit Owner.

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

SECTION II

ASSOCIATION OF UNIT OWNERS

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

2.2. Voting Rights. There shall be one class of voting membership. All Unit Owners shall have one vote for each Unit owned and shall be entitled to cast the vote appurtenant to each Unit owned at all meetings of the Association. Parking Unit Owners will not be entitled to extra voting privileges based upon their additional ownership of parking space(s). If title to a Unit is held by more than one person, then the co-owners of the Unit shall notify, in writing, the Secretary of the Association which individual is entitled to cast the vote on behalf of all co-owners.

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

2.4. Architectural Control Committee. The purpose of the Architectural Control Committee is to maintain harmony in the appearance of the Condominium. The Architectural Control Committee shall have the right to approve or disapprove any plan for any improvement, alteration or modification to: (i) the exterior portions of the Units, (ii) the Common Elements and (iii) those portions of the Units visible from the Common Elements. The Architectural Control Committee shall not approve any plan of any Unit Owner which, in the Architectural Control Committee's opinion, negatively affects any other Unit in a material manner. The Architectural Control Committee shall consist of three (3) individuals who are appointed by the Board of Directors. The length of the term of service of the members of the Architectural Control Committee shall be determined by the Board of Directors.

SECTION III

USE OF CONDOMINIUM

3.1. Use of Common Elements Other Than Limited Common Elements. Each Unit Owner shall have the right to use the Common Elements, except the Limited Common Elements, as may be required for any purpose, including, but not limited to, ingress and egress to and from and the use, occupancy and enjoyment of the Unit owned by such Unit Owner. Such rights shall extend to the Unit Owner, his or her family members, employees, agents, guests and invitees. The use of the Common Elements and the rights of Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act and the Condominium Documents.

3.2. Use of Limited Common Elements. The portions of the Common Elements designated as Limited Common Elements are reserved for the exclusive use of the Unit or Units which they serve. The rights of use herein reserved shall extend to the Unit Owner whose Unit is benefited thereby, his or her family members, employees, agents, guests and invitees.

SECTION IV

DESCRIPTION

4.1. Description of Building. The approximate location and dimensions of the Building in which the Units are located is shown on the Plat of Survey.

4.2. Description of Units. The Condominium shall consist of one building and 104 Units (Units #110 and #210 being considered one (1) Unit). Each Unit shall be identified by a Unit number as indicated on the Plat of Survey. The following shall be the boundaries of the Units:

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

(b) Horizontal Boundaries. The horizontal boundaries of the Unit shall be:

(i) Upper Boundary. The upper boundary of any portion of a Unit which is under another Unit is the horizontal plane of the bottom surface of the floor joist above the Unit. The upper boundary of any portion of a Unit which is not below another Unit is the horizontal plane of the bottom surface of the attic floor joists, if any, above such Unit, or if there are no such attic floor joists, then the bottom surface of the rafters supporting the roof of the Building.

(ii) Lower Boundary. The lower boundary of a Unit which is above another Unit is the horizontal plane of the top surface of the floor joists of such Unit. The lower boundary of a Unit which is not above another Unit or the basement is the top surface of the concrete floor slab below the lower most floor of such Unit.

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

(i) the air conditioning, heating and hot water systems and equipment, any interior chutes, flues, exhaust fans, ducts, conduits, wires, cables, electrical, security, telephone, television and other communication systems, water, sewer and gas mains and laterals, and all other utility lines and distribution systems, wall safes, medicine cabinets, built-in shelving which lies partially within and partially outside of the designated boundaries of a Unit, and any portions thereof exclusively serving that Unit shall be deemed a part of that Unit, while any portions thereof, serving more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements; and.

(ii) interior ceilings, floors, walls and partitions, floor and wall coverings; and

(iii) all fixtures and improvements, including, without limitation, sinks, bathtubs, hot water heaters, stoves, ranges, dishwashers, refrigerators, microwaves, washers, dryers and other facilities within the Unit.

(iv) all exterior doors (including front entrance door and any other entrance door to the Unit) and any and all hardware, including without limitation, door locks, hinges, all windows, screens and sky lights.

(d) Boundaries of Parking Unit. A Parking Unit consists of the space filled with air above the upper surface of the floor of the Parking Area and the space lying within the vertical planes intersecting the upper surface of the Parking Area as shown on EXHIBIT C. The upper boundary of any Parking Unit is the horizontal plain of the bottom surface of the floor joists above the Parking Area. There are a total of sixty (60) Parking Units situated within the Parking Area as shown on EXHIBIT C.

It is expressly stipulated, and each and every purchaser of a Unit, his heirs, executors, administrators, assigns, successors and grantees hereby acknowledge, that the square footage, size and dimensions of each Unit as described, set out and shown in the Condominium Documents, are approximate and are shown for descriptive purposes only, and that the Declarant does not warrant, represent or guarantee that any Unit actually contains the area, square footage or dimensions shown in the Condominium Documents. Each purchaser of a Unit hereby expressly waives any claim or demand which he may have against the Declarant on account of any difference, shortage or discrepancy between the Unit as actually and physically existing and as it is shown on the Condominium Documents.

4.3. Limited Common Elements. The Limited Common Elements include:

- (a) access steps serving a specific Unit; and
- (b) any dormer or vent or similar appurtenance exclusively serving a Unit or Units whether located within the designated boundary lines of a Unit.
- (c) The storage lockers, as shown on the Condominium Documents.

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

- (a) all footings, foundations, beams, exterior walls, roofs, floors (excluding those described in Section 4.2) and structural supports of Buildings;

(b) all entrances to the Property, sidewalks, common walkways, access steps, landings, hallways, landscaped areas, entrance canopy and the large planters located on exterior sidewalks; and

(c) all exterior ducts, lines, poles, posts, pipes, wires, cables, conduits and other apparatus relating to water distribution, drainage, electrical, telephone, cable television, master television, security and communication systems, gas, sewer, heating, air conditioning and plumbing systems.

4.5. Declarant's Right to Change Plans. Declarant reserves the right to change the layout, location, dimensions and construction details of the Building, Parking Area, Units and Common Elements shown on the Plat which are not yet constructed; provided that such changes shall not substantially alter the nature, value and quality of the Building, Parking Area, Units or Common Elements.

SECTION V

ALLOCATED INTERESTS

5.1. Allocated Interest of Common Elements. Except as specifically set forth in Section 5.2, every Unit owner shall own an undivided interest in the Common Elements as a tenant-in-common with all other Unit owners and every Unit Owner shall have the right to use and occupy the Common Elements for all purposes which do not violate the Act, this Declaration and the Condominium Documents, which rights shall be appurtenant to and run with his or her Unit. The Allocated Interest in Common Elements allocated to each Unit shall be as set forth on EXHIBIT B.

5.2. Allocated Interest of Parking Area. Every Unit Owner which has a Parking Unit or Parking Units in the Parking Area allocated to his Unit shall have the right to use and occupy the Parking Unit(s) allocated to his Unit and the driveways, ingress/egress lanes and other facilities associated with the Parking Area for all purposes which do not violate the Act, this Declaration and the Condominium Documents, which rights shall be appurtenant to and run with its Parking Unit(s). The Allocated Interest in the Parking Area which is to be allocated to the Unit Owner which has a Parking Unit(s) appurtenant to his Unit shall be determined by dividing one hundred (100) by the number of Parking Units then included in the Condominium.

SECTION VI

COMMON EXPENSES, ASSESSMENTS AND TAXES

6.1. Common Expenses. The cost of administration of the Association, utilities, insurance, repair, maintenance and other expenses for the Common Elements, except as otherwise specified in the Condominium Documents, shall be considered Common Expenses and paid for by the Association. The Association shall make Assessments against the Unit Owners,

as well as the Units themselves, for such Common Expenses in accordance with the Allocated Interest of Common Expenses in the manner provided in the Bylaws.

Assessments for expenses associated with Limited Common Elements shall be levied against the Units to which such Limited Common Element expenses appertain in proportion to each Unit's proportional interest in the Limited Common Element. The Assessment obligation appurtenant to a Unit shall commence at the time the Unit is made part of the Condominium. The percentage of the Common Expenses payable by the individual Unit Owners shall be the "Allocated Interest of the Unit." No Unit Owner may exempt himself or herself or his or her Unit from liability for his or her contribution toward the Common Expenses by waiver of the use of enjoyment of any of the General or Limited Common Elements or by the abandonment of his or her Unit. No conveyance shall relieve the Unit Owner or his or her Unit of such liability, and he or she shall be jointly, severally and personally liable along with his or her grantee in any conveyance for the Common Expenses incurred up to the date of sale until all such expenses charged to his or her Unit have been paid.

6.2. Parking Assessments. Assessments for Parking Area shall be levied against the Parking Units to which such Parking Area expenses appertain in proportion to each Parking Unit's proportional interest in the Parking Area. The Assessment obligation appurtenant to a Parking Unit shall commence at the time the Parking Unit is made part of the Condominium. The percentage of the Common Expenses payable by the individual Parking Unit Owners shall be the "Allocated Interest of the Parking Unit." No Parking Unit Owner may exempt himself or herself or his or her Parking Unit from liability for his or her contribution toward the Common Expenses by waiver of the use of enjoyment of any of the General or Parking Areas or by the abandonment of his or her Parking Unit. No conveyance shall relieve the Parking Unit Owner or his or her Parking Unit of such liability, and he or she shall be jointly, severally and personally liable along with his or her grantee in any conveyance for the Common Expenses incurred up to the date of sale until all such expenses charged to his or her Parking Unit have been paid.

6.3. Payment of Assessments. All Assessments, when due, together with any interest thereon and actual costs of collection, shall immediately become a personal liability of the Unit Owner or Parking Unit Owner, as applicable, and also a lien, until paid, against the Unit and Parking Unit to which charged, if a statement of lien is filed within two years after the date the Assessment becomes due. The lien is effective against a Unit and Parking Unit at the time the Assessment becomes due regardless of when within the two-year period it is filed. The personal liability for the Assessment shall not pass to a successor in title to the Unit or Parking Unit unless the successor agrees to assume the obligation. Any statement of lien shall be filed in the land records of the Clerk of Court of Milwaukee County, stating the description of the Unit or Parking Space, the name of the Owner, the amount due and the period for which the Assessment was due. The statement of condominium lien shall be signed and verified by an Officer of the Association as specified in the Bylaws and then shall be filed. On full payment of the Assessment for which the lien is claimed, the Unit Owner or Parking Unit Owner shall be entitled to a fileable satisfaction of the lien.

6.4. Assessment for Common Expenses. Assessments shall be made against the Unit Owners and the Units at the beginning of each fiscal year of the Association to meet estimated Common Expenses of the Association for the ensuing year and shall be payable in twelve (12) monthly installments, in advance, on the first day of each month. Special Assessments for expenses incurred by the Association which relate to the Unit, Limited Common Elements, Parking Area or for any reason stated herein shall be made against the Unit Owners or Parking Units Owners, as applicable, and the Units and Parking Units, as applicable, at any time the Board of Directors deems advisable. The Association shall have the authority to modify Assessments during any fiscal year. In the event of delinquency in payment, the Association may, as provided for in the Bylaws, assess penalties and interest, and may accelerate Assessments remaining unpaid with respect to such delinquent Unit or Parking Unit for purposes of collection or foreclosure action by the Association. The Board of Directors shall have the responsibility for levying and collecting general and special assessments for Common Expenses of the Association. The Board of Directors shall establish an annual budget in accordance with the Bylaws. Such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management, maintenance and repair of the Condominium, including a reasonable allowance for contingencies and reserves. Such reserves shall include without limitation an adequate reserve fund for the maintenance, repair and replacement of those Common Elements. As part of the reserve funds, there shall be an initial contribution equal to at least two (2) months of estimated common charges for each Unit and Parking Unit in the Condominium. Each Unit's and Parking Unit's share of the reserve fund is to be collected at the time the sale of a Unit and/or Parking Unit by Declarant. Any amounts paid into the reserve fund shall not be considered as advance payments of regular monthly assessments.

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

6.6. Enforcement of Lien. The Association shall have the right to enforce any lien for unpaid Assessments, shall have all of the rights and remedies provided for in Section 703.16(8) of the Act and shall exercise those rights and remedies as the Board of Directors deems appropriate. The amount of any lien claim shall include interest on the unpaid portion of an Assessment and reasonable attorneys' fees.

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

SECTION VII

EASEMENTS AND ENCROACHMENTS

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

7.2. Construction Easement. Notwithstanding anything to the contrary in this Declaration or any of the Condominium Documents, until Declarant shall have completed all improvements to the Common Elements and satisfied all of its obligations under any of the Condominium Documents, Declarant reserves an easement for itself and its duly authorized agents, representatives, and employees, over portions of the Common Elements, Units and Parking Units owned by Declarant for construction or renovation on the Property or related purposes including: storing tools, machinery, equipment, building materials, appliances, supplies and fixtures; maintaining and correcting drainage of surface, roof or storm water; cutting any trees, bushes, or shrubbery or installing landscaping; grading the soil or taking any other action reasonably necessary. In the event the Declarant exercises its rights under this Section, the Declarant shall upon, completion of the construction, promptly restore the affected property as closely as possible to the condition it was in prior to the construction. Each Unit Owner and Parking Unit Owner hereby acknowledges that the activities of the Declarant may temporarily impair the view and cause inconveniences to the Unit Owners.

7.3. Easement to Facilitate Sales. The Declarant reserves the right to use any Units owned or leased by the Declarant as models, management offices, sales offices (for this and other projects) or customer service offices. The Declarant reserves the right to access the Property, Condominium, Common Elements and the unsold Units, until all the Units owned by the Declarant are conveyed to third parties, for the purpose of marketing the unsold Units. The Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant. The Declarant shall have the right to restrict the use of certain Parking Units which Declarant has not yet conveyed and to use such Parking Units for any legal purpose. This easement shall continue until the Declarant has sold all the Units it owns.

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

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

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

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

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

7.6. Unit Owner's Grant of Easement. By acceptance of a deed of conveyance, each Unit Owner and Parking Unit Owner thereby grants a right of access to his Unit and Parking Unit, as applicable, including without limitation the right of access provided by Section 703.32 of the Act, to the Board of Directors or the Managing Agent, their respective agents and employees, for the purpose of exercising their respective powers and responsibilities, including without limitation making inspections, correcting any condition originating in a Unit or Parking Unit and threatening another Unit, Parking Unit or the Common Elements, performing installations, alterations or repairs to the mechanical or electrical services or the Common Elements in a Unit, Parking Unit or elsewhere in the Condominium, or to correct any condition which violates the provisions of this Declaration and any of the Condominium Documents; provided, that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner and Parking Unit Owner, as applicable. Notwithstanding the foregoing, in case of an emergency, such right of entry shall be immediate and without notice, whether the Unit Owner or

Parking Unit Owner is present at the time. Any exercise of the rights herein conferred to the extent practicable shall be in a manner so as not to interfere unreasonably with the use of a Unit or Parking Unit.

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

7.8. Encroachments. In the event that by reason of construction, reconstruction, settlement or shifting of any Building, or the design or construction of any Unit or Parking Unit, any part of the Common Elements shall at any time encroach upon any part of any Unit or Parking Unit, or any part of any Unit or Parking Unit shall at any time encroach upon any part of the Common Elements or any Unit or Parking Unit shall at any time encroach upon part of any other Unit or Parking Unit, an easement for the continuation and maintenance of such encroachment is hereby established and shall exist for the benefit of such encroaching Unit, Parking Unit or Common Element so long as all or any part of the Building containing such Unit, Parking Unit or Common Element shall remain standing; provided, however, that in no event shall an easement for any encroachment be created in favor of the owner of any Unit or Parking Unit if such encroachment occurred due to willful and knowing conduct of said Unit Owner or Parking Unit Owner.

7.9. Title Exceptions. The Condominium is subject to those additional title exceptions as listed on **EXHIBIT D** attached hereto.

SECTION VIII

MORTGAGE

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

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

8.3. Roster of Mortgagees. The Board of Directors 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 and Parking Unit.

8.4. Liens. The liens for Assessments created under the Act or pursuant to the Declaration or the Bylaws upon the Unit and Parking Unit shall be subject and subordinate to and shall not affect liens for general and special taxes, all unpaid sums on a first Mortgage recorded prior to the making of the Assessment, mechanic's liens filed prior to the making of the Assessment and all unpaid sums on any loan made by the Veterans Administration under Section 45.79 of the Wisconsin Statutes.

8.5. Mortgagee in Possession. A Mortgagee of any Unit or Parking Unit who comes into possession of the Unit or Parking Unit pursuant to the remedies provided in the Mortgage shall take the Unit and Parking Unit free of any claims for unpaid Assessments or charges against the Unit and Parking Unit which accrued prior to the time such Mortgagee comes into possession of the Unit and Parking Unit.

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

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

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

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

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

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

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

(g) a 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;

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

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

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

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

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

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

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

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

(i) encumber the Common Elements; or

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

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

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

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

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

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

8.10. Priority of First Mortgagees. Except as otherwise provided by the Act, no provision of this Declaration or the Condominium Documents, shall be construed to grant to any

Unit Owner, or to any other party, any priority over any rights of holders of first Mortgages pursuant to their first Mortgages in case of the distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Units, Parking Units and/or the Common Elements or any portions thereof.

SECTION IX

BOUNDARY RELOCATION AND SUBDIVISION OF UNITS

9.1. Relocation of Unit Boundaries. Any two or more Unit Owners may agree to relocate the boundaries of their Units or Parking Units if:

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

(b) the affected Unit Owners submit a written proposal to an Officer of the Association which proposal includes:

(i) the written consent of the affected Unit Owner's Mortgagees;

(ii) plats and plans, reflecting the altered boundaries and the dimensions thereof between adjoining Units or Parking Units and the Units' and Parking Units' identifying numbers or letters (such plats and plans shall be certified as to their accuracy in compliance with 703.13(6) of the Act by a civil engineer, architect or licensed land surveyor);

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

(iv) deeds of conveyance, transfer returns and other documents necessary to accomplish such relocation; and

(v) any reallocation of the votes appertaining to the Units and Parking Units affected by the relocation of any boundaries.

(c) Within thirty (30) days after the Association receives all of the items required by Section 9.1(b) the Board of Directors shall determine whether or not, in its sole discretion, to permit the relocation of the Unit boundaries and/or Parking Unit, as applicable. If the Board of Directors approves the relocation of the boundaries of the Unit and/or Parking Unit, the Association shall submit the proposed amendment to this Declaration to all Unit Owners and their Mortgagees who shall execute the Amendment upon the request of the Board of Directors;

(d) The amendment to this Declaration shall:

- (i) reflect the relocation of any Units or Parking Units, as applicable;
 - (ii) contain words of conveyance;
 - (iii) state a reasonable reallocation, as determined by the affected Unit Owners, of the Allocated Interest; and
 - (iv) state a reasonable reallocation, as determined by the Board of Directors, of the liability for future Common Expenses appurtenant to the new Units or expenses appurtenant to the Parking Area if the boundaries of a Parking Unit are relocated;
- (e) If the proposed amendment to this Declaration is duly approved, the Association shall cause such amendment and related documents to be recorded; and
- (f) All expenses relating to the matters referred to in this Section 9.1, including all expenses incurred by the Association, shall be paid by the affected Unit Owners as a condition precedent to the amendment to this Declaration and the recording of related documents.

The relocation of the boundaries shall be effective as of the date the amended Declaration is recorded.

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

SECTION X

MAINTENANCE, ALTERATION AND IMPROVEMENT OF CONDOMINIUM

10.1. Responsibility of Unit Owners.

(a) Each Unit Owner, at his or her sole expense, shall be responsible for keeping his or her Unit (excluding items which are visible from the Common Elements), including without limitation the items identified in Section 4.2(c) all of the equipment, fixtures and appurtenances located on or upon the Unit, in good order, condition and repair and in a clean and sanitary condition. Without in any way limiting the foregoing, each Unit Owner shall be responsible for the maintenance, repair or replacement of (excluding items which are visible from the Common Elements) any lighting fixtures,

refrigerators, ranges, plumbing fixtures, dishwashers, disposals, laundry equipment such as washers and dryers, the air conditioning, heating and hot water systems and equipment, any chutes, flues, exhaust fans, ducts, conduits, wires, cables, electrical, security, telephone, television, wall safes, medicine cabinets, built in shelving and all communication systems, water, sewer and gas mains and laterals and all other utility lines and distribution systems and fixtures and any portions thereof exclusively serving that Unit, while any portions thereof serving more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements.

(b) Notwithstanding Section 10.1(a) for purposes of uniformity, the Association shall replace, repair, paint, maintain and adorn external features such as the items identified in Section 4.2(c)(iv) and other similar items which are visible from the Common Elements or exterior of Building and portions of any conduits, wires, cables, water, sewer and gas mains and laterals and all other utility lines and distribution systems lying above or under any Common Element; provided, however, the individual Unit Owner who owns the Unit which the items identified in Section 4.2(c)(iv) and other similar external items are a part of and/or service and the Unit Owner's Unit to which such portions of any conduits, wires, cables, water, sewer and gas mains and laterals and all other utility lines and distribution systems appertain shall pay the cost incurred by the Association in replacing, repairing, painting, maintaining and adorning such items.

(d) The Unit Owner shall at all times maintain the temperature of his or her Unit at or above 50° fahrenheit.

(e) The Unit Owner shall be solely responsible for the cost of repair of any damage to the Condominium caused by the Unit Owner's failure to discharge his or her obligation pursuant to this Section 10.1. If a Unit Owner fails to discharge his or her obligations pursuant to this Section 10.1, then the Association shall have the right, but not the obligation, to discharge such obligations on behalf of the Unit Owner and any if the costs so incurred by the Association are not promptly repaid to the Association, then the Board of Directors shall assess a Special Assessment against the Unit for such expense.

10.2. Responsibility of Association. The Association shall be responsible for the management and control of the Common Elements and Parking Area and shall cause the same to be maintained, repaired and kept in good condition, order and repair. Without in any way limiting the foregoing, the Association shall be responsible, at the expense of the Association (unless necessitated by the negligence or misuse of a Unit Owner, in which case such expense shall be charged to such Unit Owner), for the following:

(a) all painting, repairing, restoration, general maintenance and decorating of Building exteriors, walls, doors, windows, roofs and Common Element hallways and doors;

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

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

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

(e) maintenance, repair and replacement of electrical wiring, lighting, heating and air conditioning systems and pipes and ducts in and servicing Common Elements;

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

(g) maintenance and repair of the floor joist and/or the unimproved cement floor of the lowest most floor of each Unit; provided, however, the Unit Owner shall be responsible for the maintenance and repair of any floor covering material which covers the floor joist or the cement floor.

Each Parking Unit Owner shall cooperate with the Association in the Association's efforts to maintain the Parking Area. In furtherance of the foregoing, each Parking Unit Owner shall remove his car from the Parking Area when reasonably requested by the Association so that the Association may maintain the Parking Area.

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

10.4. Alterations to Unit. A Unit Owner may make any alterations he deems desirable to his Unit, including the movement or modification of any interior walls, provided the Unit Owner complies with all provisions of the Condominium Documents. A Unit Owner is prohibited from making any alteration, installation, removal, reconstruction or repair to his or her Unit which might impair the structural integrity or value of the Building or any mechanical or electrical system therein; or adversely affect either the thermal or acoustical character of the Building; or impair any easement appurtenant to any Unit or the Condominium; or violate this Declaration or any applicable law, ordinance or governmental rule, regulation or order. All work done in connection with alteration to the Unit shall be completed in a good, workmanlike manner and free from all liens. Any Unit Owner who makes any alterations to his or her Unit shall be deemed to have indemnified and held harmless the other Unit Owners, the Board, the Declarant and the Association from and against all claims of third parties for personal injury or property damage from work performed in connection with any alterations.

10.5. Exterior Alterations. Except as permitted by the Rules and Regulations or as consented to by the Architectural Control Committee, a Unit Owner is prohibited from making any alteration, installation, removal, reconstruction or repair to the exterior of the Building in which his or her Unit is located.

10.6. Damage to Units and to Common Elements. In the event that the Association, or any individual or entity acting on behalf of the Association, damages any portion of a Unit, Parking Area or Common Element while making any repair or renovation to any portion of a Common Element, then the Association shall be responsible for promptly repairing and restoring any portion of any such Unit, Parking Area or Common Element to the condition in which it existed prior to the Association's actions. In the event that any Unit Owner, or any individual or entity acting on behalf of any Unit Owner, damages any portion of a Common Element while making a repair or renovation to his or her Unit, then the Association shall be responsible for promptly repairing and restoring the portion of the Common Element which was damaged to the condition in which it existed prior to such event and the Unit Owner shall be responsible for paying the cost incurred by the Association in repairing and restoring the Common Element.

SECTION XI

REPAIR OR RECONSTRUCTION

11.1. Repair or Reconstruction of Condominium. In the event the Common Elements are destroyed or damaged in part or in total, the Association shall within ninety (90) days from the date of the destruction or damage commence repair or reconstruction to the destruction or damage; provided, that the Association receives sufficient insurance proceeds to repair or reconstruct the destruction or damage. If the Common Elements are damaged to an extent that the amount of damage exceeds One Hundred percent (100%) of the available insurance proceeds, then the Condominium shall be subject to an action for partition upon obtaining the written consent of the Unit Owners, within ninety (90) days after the date of destruction or damage, who holding eighty percent (80%) or more of the votes in the Association. All Unit Owners whose Unit is subject to a Mortgage shall first obtain his or her Mortgagee's written consent to the Unit Owner's intended vote. In the event the damage exceeds the available insurance proceeds and eighty percent (80%) or more of the Unit Owners do not vote in favor of partition, the Common Elements shall be reconstructed or repaired by the Association and all the repairs or reconstruction cost in excess of insurance proceeds shall be a Common Expense. The designs, plans and specifications of the reconstruction or repair may vary from the original construction upon approval of the Association. In the event of partition, the net proceeds of sale together with any net proceeds of insurance obtained by the Association shall be considered as one fund and shall be divided among all Unit Owners in proportion to their Allocated Interests and shall be distributed in accordance with the priority of interest in each Unit. Any Mortgagee may require that the net proceeds of any insurance payments, payable to the Unit Owner who granted the Mortgagee its Mortgage, be paid directly to a trustee designated by the Mortgagee.

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

(a) Taking of Common Elements. Following the taking of all or a part of the Common Elements, the Association shall promptly undertake to restore the affected

Common Elements to a condition compatible with the balance of the Property. Any costs of reconstruction in excess of the condemnation award shall be a Common Expense payable by the Unit Owners in proportion to their Allocated Interest. However, if the value of the taking exceeds the value of the remaining Common Elements to the extent that, in the judgment of the Association, reconstruction or restoration is not practical, the Condominium shall be subject to an action for partition upon obtaining the written consent of the Unit Owners having eighty percent (80%) or more of the vote in the Association. All Unit Owners whose Unit is subject to a Mortgage shall first obtain his or her Mortgagee's written consent to the Unit Owner's intended vote. In the case of partition, the net proceeds of sale, together with any net proceeds of the award of taking, shall be considered as one fund and shall be divided among all Unit Owners and Parking Unit Owners in proportion to their Allocated Interests and shall be distributed in accordance with the priority of interests in each Unit and Parking Unit. Any Mortgagee may require that the net proceeds of the award from any taking, payable to the Unit Owner who granted the Mortgagee its Mortgage, be paid directly to a trustee designated by the Mortgagee.

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

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

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

SECTION XII

RESTRICTIONS ON USE, OCCUPANCY AND TRANSFER

12.1. Limitations. Each Unit Owner, its agents, representatives, guests and invitees shall be subject to the restrictions set forth in this Declaration and the Condominium Documents, as amended from time to time, including without limitation, that the Building and Units are

intended for and restricted exclusively to residential uses; provided, however, that the Declarant reserves the right to use various Units as a sample, model or sales office or management office for the Condominium. Notwithstanding the foregoing, Units 110 and 210 may be used for residential, office and/or retail use in accordance with those uses allowed by the City of Milwaukee Code of Ordinances Chapter 295 - Zoning for a C9G or C9G - Special (Residential Only) Uses Mixed Activity District, provided that Units 110 and 210 shall not be used for those uses described on attached EXHIBIT E.

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

12.3. Unit Owner's Restrictions on Leasing. The Declarant may lease a Unit and Parking Units on such terms and conditions as it desires in its sole discretion. A Unit Owner other than the Declarant may lease his or her Unit or Parking Unit if he complies with the restrictions on leasing as stated in the Rules and Regulations. No rooms in any Unit may be rented and no transient tenants (people who are not members of the Unit Owner's immediate family who stay longer than sixty (60) days) may be accommodated.

12.4. Unit Owner's Use of Unit as an Office. A Unit Owner may operate an office out of his Unit if he does not: (a) erect or maintain any type of a sign, billboard or any form of advertising material which will be visible from any of the Common Elements; (b) conduct a retail business out of his or her Unit by which a sale is actually consummated in the Unit; (c) allow customers or clients to enter the Condominium or his or her Unit for the purpose of conducting business; (d) conduct any type of business which will unreasonably burden any of the utility facilities which service the Condominium; (e) conduct any type of business which would cause any insurance policy carried by or paid for by the Association or any other Unit Owner to be canceled or any premiums under such policies to be increased; (f) conduct any type of business which is prohibited by any federal, state, county or local law, ordinance or regulation; and (g) conduct any type of activity which would be reasonably considered offensive, or obnoxious to any other Unit Owner or would unreasonably interfere with any other Unit Owner's use and quiet enjoyment of his or her Unit or Parking Unit. Notwithstanding the foregoing and as stated in Section 12.1, Units 110 and 210 may be used as office and/or retail space, subject to the restrictions contained in EXHIBIT E.

12.5. Unlawful Use of Condominium or Unit. No unlawful use may be made of the Condominium or any part thereof and each Unit Owner shall strictly comply with all valid laws, orders, rules and regulations of all governmental agencies having jurisdiction. Compliance with any legal requirements shall be accomplished by and at the sole expense of the Unit Owner or the Board of Directors, as the case may be, whichever shall have the obligation under this Declaration to maintain and repair the portion of the Condominium affected by any such legal requirements. Each Unit Owner shall give prompt notice to the Board of Directors of any written

notice he receives of the violation of any legal requirements affecting his Unit, Parking Unit or the Condominium. Notwithstanding the foregoing provisions, any Unit Owner may, at its own expense, defer compliance with and contest, by appropriate proceedings prosecuted diligently and in good faith, the validity or applicability of any legal requirements affecting any portion of the Condominium which such Unit Owner is obligated to maintain and repair, and the Board of Directors shall cooperate with such Unit Owner in such proceedings, provided that:

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

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

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

(d) no part of any Building of which the Unit involved is a part of shall be subject to being condemned or vacated by reason of noncompliance or otherwise by reason of such contest; and

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

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

12.6 Use of Parking Unit. The Parking Units shall be used for the sole purpose of parking cars, vans, light trucks and sport utility vehicles which fit within the boundaries of the Parking Unit.

SECTION XIII

INSURANCE

13.1 Insurance. The Association shall maintain fire and broad form extended coverage insurance on the Building and the Common Elements, including, but not limited to any fixtures owned by the Association and the Unit Owners (but excluding the personal property of the Unit Owner), in an amount not less than the replacement value of the Building and the Common Elements from time to time, including endorsements for automatic changes in insurance coverage as fluctuating values may warrant, contingency endorsements covering nonconforming use and a Special Condominium Endorsement. To the extent reasonably possible, the insurance shall provide (i) that the insurer waives its rights of subrogation as to any claim against Unit

Owners, the Association, the Board of Directors and their respective servants and agents, and (ii) that the insurance cannot be canceled, invalidated or suspended on account of the conduct of any one or more Unit Owners, or the Association, or their servants, agents and guests, without sixty (60) days' prior written notice to the Association and which notice gives the Association an opportunity to cure the defect within that time. All required insurance shall be issued by an insurance company with a minimum of a B+ general policyholder's rating and of a class III financial size category in the Best's Key Rating Guide. The amount of protection and the types of hazards to be covered shall be reviewed by the Association at least semi-annually and the amount of coverage may be increased or decreased at any time it is deemed necessary by the Association to conform to the requirements of replacement value insurance. Any Mortgagee may receive an insurance certificate upon ten (10) days prior written notice. The insurance shall be obtained in the name of the Association as trustee for each of the Unit Owners and their respective Mortgagees.

13.2. Premiums and Deductibles. If the Association determines that it is economically feasible to procure insurance coverage from a company which will allocate insurance expenses to each Unit and Parking Unit individually, then each Unit Owner shall pay to the Association the amount of the insurance expense allocated to his Unit and Parking Unit. If the Association determines that it is not economically feasible to procure insurance with a company which will allocate the cost of the insurance to each Unit and Parking Unit individually, then each Unit Owner's proportionate share of insurance expenses shall be determined by comparing the value and risks of any particular Unit Owner's Unit, Parking Unit and Limited Common Elements which appertain to his Unit and Parking Unit to the value and risks of all Units, Parking Unit and Limited Common Elements. If the Association determines that it is economically feasible to obtain insurance with a company which will allocate the deductible to each Unit, Parking Unit and Common Element damaged, then the deductible portion of the insurance expense which relates to a particular Unit, Parking Unit and/or Limited Common Element shall be paid by the Unit Owner(s) whose Unit(s), Parking Unit or Limited Common Element(s) have been damaged and the Association shall pay the deductible which relates to that portion of the General Common Elements damaged. If the Association determines that it is not economically feasible to obtain insurance with a company which will allocate the deductible to each Unit, Parking Unit and Common Element damaged, then: (i) that portion of the deductible allocated to the General Common Elements which were damaged and payable as a Common Expense shall be determined by dividing the value of the loss to the General Common Elements by the value of the total loss for the particular occurrence multiplied by the amount of the deductible; and (ii) that portion of the deductible allocated as an expense to a Unit and Parking Unit shall be determined by dividing the value of the loss to the Unit, Parking Unit and the Limited Common Elements which appertain to that Unit and Parking Unit by the value of the total loss multiplied by the amount of the deductible. The Association shall have the right to assess a Special Assessment against any Unit Owner, and his Unit and Parking Unit, for any portion of a premium or deductible which is payable by the Unit Owner. The portion of the deductible for any insurance policy which is treated as a Common Expense may not exceed the lesser of Ten Thousand Dollars (\$10,000.00) or one percent (1%) of the policy face amount.

13.3. Proceeds of Insurance. In the event of partial or total destruction of the Building and/or Common Elements and it is determined to repair or reconstruct the Building and/or Common Elements, the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost of repairing and reconstructing the Building and/or the particular Common Element(s) which were damaged. If it is determined not to reconstruct or repair the Building and/or any particular Common Element, then the proceeds shall be distributed together with the net proceeds of any sale to the Unit Owners and their Mortgagees, if any, as their respective interests in the damaged Building and/or Common Element may appear.

13.4. Combined Protection Insurance. If insurance coverage is available to combine protection for the Association and the Unit Owner's individual personal property located on or about the Unit and Parking Unit, the Association shall have discretionary power to negotiate such combination of insurance protection on an equitable cost-sharing basis under which the Unit Owner would be assessed individually for the amount of insurance the Association includes in such policies for the Unit Owner's additional protection. Copies of all such policies shall be provided to each Mortgagee. Individual Unit Owners shall have the option to refuse participation in such combined insurance only by written notice to the Association within twenty (20) days of receipt of correspondence from the Association that such combined insurance is available. Nothing contained in this paragraph shall be deemed to prohibit any Unit Owner, at his or her own expense, from obtaining additional insurance coverage on his Unit and Parking Unit.

13.5. Public Liability Insurance. The Association shall provide public liability insurance covering the Common Elements in such amounts as may be determined at the discretion of the Board of Directors from time to time; provided, however, the amount of coverage shall not be less than One Million Dollars (\$1,000,000.00) per single occurrence. The insurance coverage shall preclude the insurer's denial of a Unit Owner's claim because of the negligent acts of the Association or any Unit Owner. The Association may also provide worker's compensation insurance, directors' and officers' liability insurance in such amounts as are determined by the Board of Directors to be necessary from time to time.

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

13.7. Separate Insurance. Each Unit Owner shall be responsible for obtaining liability insurance for his own Unit and Parking Unit and casualty insurance for his or her personal property.

SECTION XIV

PROHIBITION ON PARTITION OF COMMON ELEMENTS

14.1. Partition of Common Elements. The percentage of the undivided interest in the Common Elements shall not be separated from the Unit to which it appertains. No Unit Owner shall execute any deed, mortgage, or other instrument affecting title to such Unit ownership without including therein both his or her interest in the Unit and his or her corresponding Allocated Interest in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership.

14.2. Partition of Parking Unit. No Unit Owner may execute a deed or other instrument (except for a mortgage) which conveys such Unit Owner's interest in the Parking Unit to anyone other than another Unit Owner. If a Mortgagee acquires a Parking Unit by foreclosure, deed-in-lieu of foreclosure or by any other means, the Mortgagee may only convey the Parking Unit to a Unit Owner.

SECTION XV

DISCLAIMER OF LIABILITY OF ASSOCIATION

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

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

SECTION XVI

AMENDMENT TO DECLARATION

16.1. Amendment. Except as otherwise provided by the Act or except as otherwise provided for in this Declaration (in which event the Declaration may be amended solely by the Declarant without the consent of any other party), this Declaration may be amended by the agreement of Unit Owners having at least sixty-seven percent (67%) of the votes in the Association and in the manner provided by Section 703.09(2) of the Act. All Unit Owners whose Unit is subject to a Mortgage shall first obtain his or her Mortgagee's written consent to the Unit Owner's vote in favor of or against any amendment on a form satisfactory to the Board of Directors. The failure of any Unit Owner or Mortgagee to respond to any notice of a proposed amendment within thirty (30) days after the notice is delivered to it, shall be deemed implied consent by the Unit Owner or the Mortgagee to any such amendment, provided the notice was delivered by certified or registered mail with return receipt requested. Copies of Amendments shall be certified by the President and Secretary of the Association in a form suitable for recording. A copy of the amendments shall be recorded in the Office of the Register of Deeds of Milwaukee County and such amendment shall be effective at the time it is recorded. A copy of the amendment shall be mailed or personally delivered to each Unit Owner at his or her address as stated on the Membership Roster. So long as the Declarant owns one or more Units, this Declaration shall not be amended in any manner which would prevent or unreasonably interfere with the sale, lease or other disposition of such Units.

16.2. 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 of Directors, 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 an other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities or any institutional lender issuing a commitment to make Mortgage loans covering twenty percent (20%) or more of the Units, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee Mortgages 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 16.2 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.

SECTION XVII

TERMINATION OF CONDOMINIUM

17.1. Termination of the Condominium. The Condominium may be terminated upon the approval of a Termination Agreement by a vote of the Unit Owners holding eighty percent (80%) of the votes in the Association. A Unit Owner whose Unit is subject to a Mortgage shall first obtain his or her Mortgagee's written consent to the vote. The Termination Agreement, which shall be executed by those who voted in favor of termination, shall include provisions relating to the use and maintenance of Common Elements after termination. The Termination Agreement shall also provide for the allocation and transfer of title to the Common Elements such that title to the Common Elements, other than the Limited Common Elements, shall be vested in the successors to the Unit Owners as tenants-in-common in proportion to their predecessor Unit Owner's Allocated Interest and title to Limited Common Elements shall be vested in the former Unit or Units to which they appertain, individually or as tenants-in-common, as the case may be. The termination agreement shall be recorded in the Register of Deeds office for Milwaukee County.

SECTION XVIII

ADDITIONAL PROVISIONS

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

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

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

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

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

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

18.7. Registered Agent. The registered agent for service of process shall be _____ or such other person or entity as may be designated by the Board of Directors of the Association and upon proper filing of said name with the Register of Deeds for Milwaukee County, Wisconsin, and with the Secretary of State of the State of Wisconsin.

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

DECLARANT:

GREAT AMERICAN INSURANCE COMPANY

By: _____

Ronald C. Hayes, Senior Corporate Counsel

STATE OF Ohio)
COUNTY OF Hamilton) SS

Personally came before me this 12 day of March, 1998, the above named Ronald C. Hayes, as the Senior Corporate Counsel of Great American Insurance Company, and to me known to be the person who executed the foregoing instrument in and acknowledged the same in such capacity.

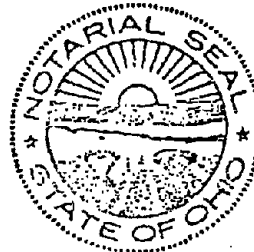
Notary Public, State of Wisconsin OHIO

My commission: 4-26-98

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

Thomas P. DeMuth
Godfrey & Kahn, S.C.
780 North Water Street
Milwaukee, WI 53202-3590

MW1-108397-4



BARBARA A. GROSSER
Notary Public, State of Ohio
My Commission Expires April 26, 1998

EXHIBIT A

LEGAL DESCRIPTION

The North Two-thirds (2/3) of Lot Nine (9) and all of Lots Ten (10); Eleven (11) and Twelve (12) in Block Thirty-nine (39) in the PLAT OF THE TOWN OF MILWAUKEE ON THE EAST SIDE OF THE RIVER, in the South West Fractional One-half (1/2) of Section Twenty-eight (28) in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

Tax Key No. 392-1028-X and 392-1029-5

220-246 North Broadway

EXHIBIT B

DECLARATION

<u>Unit Number</u>	<u>Percentage</u>	<u>Unit Type</u>
101	.88%	1/1
102	1.0068%	2/2
103	.88%	1/1
104	1.0068%	2/2
107	.9429%	1/1 - DN
108	.88%	1/1
109	.9429%	1/1 - DN
110/210	2.17%	Commercial
111	.9429%	1/1 - DN
112	.9429%	1/1 - DN
113	1.10%	2/2 - DN
115	.88%	1/1
116	.9429%	1/1 - DN
117	.88%	1/1
118	.88%	1/1
201	1.0068%	2/2
202	1.0068%	2/2
203	.88%	1/1
204	1.0068%	2/2
205	.88%	1/1
206	.88%	1/1
207	.9429%	1/1 - DN
208	.88%	1/1
209	.9429%	1/1 - DN
211	.9429%	1/1 - DN
212	.9429%	1/1 - DN
213	1.10%	2/2 - DN
214	.9429%	1/1 - DN
215	.88%	1/1
216	.9429%	1/1 - DN
217	1.0068%	2/2
218	.88%	1/1
301	1.0068%	2/2
302	1.0068%	2/2
303	.88%	1/1
304	1.0068%	2/2
305	.88%	1/1
306	.88%	1/1
307	.9429%	1/1 - DN

<u>Unit Number</u>	<u>Percentage</u>	<u>Unit Type</u>
308	.88%	1/1
309	.9429%	1/1 - DN
310	1.10%	2/2 - DN
311	.9429%	1/1 - DN
312	.9429%	1/1 - DN
313	1.10%	2/2 - DN
314	.9429%	1/1 - DN
315	.88%	1/1
316	.9429%	1/1 - DN
317	1.0068%	2/2
318	.88%	1/1
401	1.0068%	2/2
402	1.0068%	2/2
403	.88%	1/1
404	1.0068%	2/2
405	.88%	1/1
406	.88%	1/1
407	.9429%	1/1 - DN
408	.88%	1/1
409	.9429%	1/1 - DN
410	1.10%	2/2 - DN
411	.9429%	1/1 - DN
412	.9429%	1/1 - DN
413	1.10%	2/2 - DN
414	.9429%	1/1 - DN
415	.88%	1/1
416	.9429%	1/1 - DN
417	1.0068%	2/2
418	.88%	1/1
501	1.0068%	2/2
502	1.0068%	2/2
503	.88%	1/1
504	1.0068%	2/2
505	.88%	1/1
506	.88%	1/1
507	.9429%	1/1 - DN
508	.88%	1/1
509	.9429%	1/1 - DN
510	1.10%	2/2 - DN
511	.9429%	1/1 - DN
512	.9429%	1/1 - DN
513	1.10%	2/2 - DN

Unit NumberPercentageUnit Type

514	.9429%	1/1 - DN
515	.88%	1/1
516	.9429%	1/1 - DN
517	1.0068%	2/2
518	.88%	1/1
601	1.0068%	2/2
602	1.0068%	2/2
603	.88%	1/1
604	1.0068%	2/2
605	.88%	1/1
606	.88%	1/1
607	.9429%	1/1 - DN
608	.88%	1/1
609	.9429%	1/1 - DN
610	1.10%	2/2 - DN
611	.9429%	1/1 - DN
612	.9429%	1/1 - DN
613	1.10%	2/2 - DN
614	.9429%	1/1 - DN
615	.88%	1/1
616	.9429%	1/1 - DN
617	1.0068%	2/2
618	.88%	1/1
TOTALS	100.00%	

Document Number	FIRST AMENDMENT TO DECLARATION OF BROADWAY CONDOMINIUM Title of Document
-----------------	---

THIS FIRST AMENDMENT ("Amendment") to the Declaration of Broadway Condominium is made by the The Broadway Condominium Association, Inc. pursuant to and in accordance with the provisions of Chapter 703 of the Wisconsin Statutes, and the Declaration of Broadway Condominium dated March 12, 1998 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on _____, 1998, as Document No. _____ ("Declaration").

RECITALS

A. The real property and condominium subject to this Amendment is legally described as follows:

Unit 101, Unit 102, Unit 103, Unit 104, Unit 107, Unit 108, Unit 109, Unit 110, Unit 111, Unit 112, Unit 113, Unit 114, Unit 115, Unit 116, Unit 117, Unit 118, Unit

201, Unit 202, Unit 203, Unit 204, Unit 205, Unit 206, Unit 207, Unit 208, Unit 209, Unit 210, Unit 211, Unit 212, Unit 213, Unit 214, Unit 215, Unit 216, Unit 217, Unit 218, Unit 301, Unit 302, Unit 303, Unit 304, Unit 305, Unit 306, Unit 307, Unit 308, Unit 309, Unit 310, Unit 311, Unit 312, Unit 313, Unit 314, Unit 315, Unit 316, Unit 317, Unit 318, Unit 401, Unit 402, Unit 403, Unit 404, Unit 405, Unit 406, Unit 407, Unit 408, Unit 409, Unit 410, Unit 411, Unit 412, Unit 413, Unit 414, Unit 415, Unit 416, Unit 417, Unit 418, Unit 501, Unit 502, Unit 503, Unit 504, Unit 505, Unit 506, Unit 507, Unit 508, Unit 509, Unit 510, Unit 511, Unit 512, Unit 513, Unit 514, Unit 515, Unit 516, Unit 517, Unit 518, Unit 601, Unit 602, Unit 603, Unit 604, Unit 605, Unit 606, Unit 607, Unit 608, Unit 609, Unit 610, Unit 611, Unit 612, Unit 613, Unit 614, Unit 615, Unit 616, Unit 617, and Unit 618, together with an undivided interest in and to the common elements and facilities set forth in the Declaration of Broadway Condominium, a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin, according to the Declaration of Broadway Condominium recorded in the Office of the Register of Deeds on May 19, 1998, as Document No. 7535100. Located in the City of Milwaukee, Milwaukee County, Wisconsin.

B. Capitalized terms used herein shall be defined in the Declaration.

C. A Unit Owner of the Condominium has expressed a desire to amend the Declaration of the Condominium.

D. The first purpose of the Amendment is to merge existing Unit 111, with existing Unit 110/210 such that following such merger, such merged Unit shall no longer exist, and the resulting unit shall be known as Unit 100.

Recording Area

Name and Return Address

Jonathan B. Levine, Esq.

Suite 211

8989 North Port Washington Road

Milwaukee, WI 53217-1633

Parcel Identification Number (PIN)

E. That the second purpose of the Amendment is to modify Section 9 of the Declaration regarding boundary relocation, merger and subdivision of Units

F. The Board of Directors of The Broadway Condominium Association has administered such Unit Owner's request and has obtained the requisite consents to the Amendment pursuant to Section XVI of the Declaration, and Wis. Stats. § 703.09(2).

NOW, THEREFORE, the Declaration of Broadway Condominium is hereby amended as follows:

1. Section 4.2, titled "Description of Units" shall be modified by deleting the first sentence thereof as follows: "~~The Condominium shall consist of one building and 104 Units (Units #110 and #210 being considered one (1) Unit).~~" and replacing it as follows: "The Condominium shall consist of one building and 103 Units."

2. The title for Section IX shall be restated as "BOUNDARY RELOCATION, MERGER, AND SUBDIVISION OF UNITS."

3. Section 9.15 of the Declaration shall be created as follows:

9.15 Merger or Subdivision of Units. A Unit may be separated into two or more units only upon compliance with Section 703.13(7) of the Act and with the written consent of the Association. Furthermore, two or more Units may be merged into a single unit only upon compliance with Section 703.13(8) of the Act and with the written consent of the Association. No Unit may be separated, and no Units may be merged hereunder without the consent of all Unit Owners and Mortgagees having an interest in the Unit or Units involved. An "involved" Unit is only a Unit that is to be separated or merged, and not any neighboring or adjacent Unit. Any Unit Owner applying for a Unit separation or merger of Units shall provide to the Association for review complete plans and specifications for the relocation, separation, or merger, accompanied by a signed statement from a Wisconsin-licensed structural engineer or professional engineer specializing in structural engineering certifying that the alteration described by the plans and specifications will not

impair the structural integrity or strength of the building. Furthermore, each Unit Owner applying for a Unit separation or merger shall pay for the Association's cost of application review and documentation, including, without limitation, any and all engineering, surveying, and legal fees incurred by the

Association in considering such application and preparing any documentation, whether or not the application is ultimately approved. Where any unit separation or merger would require the approval of the municipality in which the Condominium is located, the applicant shall obtain such approval. The Association may recover any unpaid costs by imposing a Special Assessment against the applicant's Unit. Following any boundary relocation, Unit separation, or merger, the percentage interests in the Common Elements shall be reallocated as follows:

a. In the case of a Unit separation, the percentage interests appurtenant to each resulting Unit (the "Resulting Unit") shall be determined as follows: for each Resulting Unit, the percentage interest in the original Unit from which the Resulting Unit is created (the "Original Unit") shall be multiplied by a fraction, the numerator of which is the total square footage of the Resulting Unit, and the denominator of which is the total square footage of all Resulting Units that were originally part of the Original Unit. The product shall be the new percentage interest for the Resulting Unit. Furthermore, votes in the Association that were formerly appurtenant to the Original Unit that are to be assigned to the Resulting Units shall be determined in the same manner. Any parking spaces or storage lockers appurtenant to the Original Unit separated shall be clearly and individually allocated and appurtenant to one or more of the Resulting Units.

b. In the case of the merger of two or more Units, the percentage interests appurtenant to the resulting Unit shall be the combined percentages of the Units from which the resulting Unit was created. Furthermore, the resulting Unit shall have one (1) vote in the Association regardless of the number of votes appurtenant to the Units from which the resulting Unit was created. Any parking spaces or storage lockers appurtenant to the merged Units shall be allocated and appurtenant to the resulting Unit.

c. An amendment to the Declaration or the Plat pursuant to these procedures shall require only the signatures of the Association and the Unit Owners and Mortgagees of the involved Units.

d. Following the merger of Units, the Owner of the Resulting Unit must obtain Architectural Control Committee approval prior to increasing the amount of commercial signage or displays visible from outside of the Condominium.

4. Existing Section 9.2 shall be amended and restated as follows:

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

5. Exhibit B to the Declaration shall be replaced by Exhibit 1-B attached hereto.

6. That Exhibit C to the Declaration shall be amended by the addition of Exhibit 2-C hereto.

7. Unit 100, following the merger contemplated by this Amendment shall be, in its entirety, subject to the expanded use provisions of Article 12.1 of the Declaration. Section 12.1 shall be amended to refer to Unit 100, rather than Units "110" and "210," accordingly.

8. Section 6.8 of the Declaration shall be created as follows:

6.8 Direct Assessment of Common Expenses. If the permitted use of any Unit in the Condominium creates an expense, beyond that which is reasonable or ordinary, for that type of Unit, the Association may pass the direct and actual costs of such increased common expense on to the responsible Unit Owner. Such direct costs and expenses include, but are not limited to, insurance, refuse removal, and utilities.

9. Nothing contained in this Amendment shall be construed or interpreted to change the rights of any existing mortgagee of any Unit in the Condominium.

10. This Amendment has been duly and appropriately approved and all required consents have been received.

Executed this 17th day of APRIL, 2008.

THE BROADWAY CONDOMINIUM
ASSOCIATION, INC.

By: [Signature]
Brendy Norden, President

By: [Signature]
Teresa Flaherty, Secretary

STATE OF WISCONSIN)
) SS.
COUNTY OF Waukesha)

Personally came before me this 17th day of April, 2008, the above-named Brendy Norden and Teresa Flaherty, President and Secretary, respectively of Broadway Condominium Owner's Association, to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Signature]
Notary Public, State of Wisconsin
My Commission expires: July 24, 2011

This document drafted by:
Attorney Daniel J. Habeck
CRAMER, MULTHAUF & HAMMES, LLP
1601 East Racine Avenue • Suite 200
P.O. Box 558
Waukesha, WI 53187
(262)-542-4278
djh@cmhlaw.com

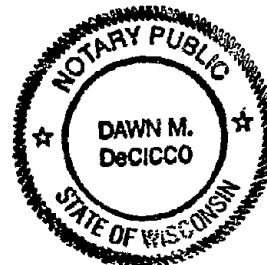


EXHIBIT 1-B

UNIT NUMBER	PERCENTAGE	UNIT TYPE
100	3.1129%	Commercial
101	.88%	1/1
102	1.0068%	2/2
103	.88%	1/1
104	1.0068%	2/2
107	.9429%	1/1 - DN
108	.88%	1/1
109	.9429%	1/1 - DN
112	.9429%	1/1 - DN
113	1.10%	2/2 - DN
115	.88%	1/1
116	.9429%	1/1 - DN
117	.88%	1/1
118	.88%	1/1
201	1.0068%	2/2
202	1.0068%	2/2
203	.88%	1/1
204	1.0068%	2/2
205	.88%	1/1
206	.88%	1/1
207	.9429%	1/1 - DN
208	.88%	1/1
209	.9429%	1/1 - DN
211	.9429%	1/1 - DN
212	.9429%	1/1 - DN
213	1.10%	2/2 - DN
214	.9429%	1/1 - DN
215	.88%	1/1
216	.9429%	1/1 - DN
217	1.0068%	2/2
218	.88%	1/1
301	1.0068%	2/2
302	1.0068%	2/2
303	.88%	1/1
304	1.0068%	2/2
305	.88%	1/1
306	.88%	1/1
307	.9429%	1/1 - DN
308	.88%	1/1
309	.9429%	1/1 - DN
310	1.10%	2/2 - DN
311	.9429%	1/1 - DN
312	.9429%	1/1 - DN

UNIT NUMBER	PERCENTAGE	UNIT TYPE
313	1.10%	2/2 -DN
314	.9429%	1/1 - DN
315	.88%	1/1
316	.9429%	1/1 - DN
317	1.0068%	2/2
318	.88%	1/1
401	1.0068%	2/2
402	1.0068%	2/2
403	.88%	1/1
404	1.0068%	2/2
405	.88%	1/1
406	.88%	1/1
407	.9429%	1/1 - DN
408	.88%	1/1
409	.9429%	1/1 - DN
410	1.10%	2/2 - DN
411	.9429%	1/1 - DN
412	.9429%	1/1 - DN
413	1.10%	2/2 - DN
414	.9429%	1/1 - DN
415	.88%	1/1
416	.9429%	1/1 - DN
417	1.0068%	2/2
418	.88%	1/1
501	1.0068%	2/2
502	1.0068%	2/2
503	.88%	1/1
504	1.0068%	2/2
505	.88%	1/1
506	.88%	1/1
507	.9429%	1/1 - DN
508	.88%	1/1
509	.9429%	1/1 - DN
510	1.10%	2/2 - DN
511	.9429%	1/1 - DN
512	.9429%	1/1 - DN
513	1.10%	2/2 - DN
514	.9429%	1/1 - DN
515	.88%	1/1
516	.9429%	1/1 - DN
517	1.0068%	2/2
518	.88%	1/1
601	1.0068%	2/2
602	1.0068%	2/2
603	.88%	1/1

UNIT NUMBER	PERCENTAGE	UNIT TYPE
604	1.0068%	2/2
605	.88%	1/1
606	.88%	1/1
607	.9429%	1/1 - DN
608	.88%	1/1
609	.9429%	1/1 - DN
610	1.10%	2/2 - DN
611	.9429%	1/1 - DN
612	.9429%	1/1 - DN
613	1.10%	2/2 - DN
614	.9429%	1/1 - DN
615	.88%	1/1
616	.9429%	1/1 - DN
617	1.0068%	2/2
618	.88%	1/1
TOTALS	100.00%	