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FIRST AMENDED AND RESTATED DECLARATION

THE BREAKWATER CONDOMINIUM

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Name and Return Address:
Lydia J. Chartre, Esq.
Husch Blackwell LLP
511 North Broadway, Suite 1100
Milwaukee, WI 53202

(See Exhibit B for Parcel Numbers)

Parcel Identification Number

THIS INSTRUMENT DRAFTED BY:
LYDIA J. CHARTRE

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS 1

ARTICLE 2 NAME AND ADDRESS 4

ARTICLE 3 PROPERTY 4

ARTICLE 4 UNITS 5
- 4.1 Number and Identification 5
- 4.2 Description 5
- 4.3 Dimensions 6
- 4.4 Title 6
- 4.5 Unit Owners' Rights and Duties 6
- 4.6 Right of Ingress and Egress 6

ARTICLE 5 COMMON ELEMENTS 6
- 5.1 Use 6
- 5.2 Limited Common Elements 6

ARTICLE 6 PERCENTAGE INTERESTS 7

ARTICLE 7 PARKING UNITS 7
- 7.1 Configuration 7
- 7.2 Number 7
- 7.3 Description 7
- 7.4 Transfers of Parking Units 7
- 7.5 Use 8
- 7.6 Assessments for Maintenance and Repair of Parking Units 8

ARTICLE 8 ASSOCIATION OF UNIT OWNERS 8
- 8.1 Meetings to Elect Directors 8
- 8.2 Calculation of the Percentage Interests 8
- 8.3 Borrowing Money; Acquiring and Conveying Property 8
- 8.4 Voting 8
- 8.5 Association Property 8

ARTICLE 9 ASSESSMENTS 8
- 9.1 Preparation of Estimated Budget 8
- 9.2 Calculation of General Assessments 9
- 9.3 Payment of General Assessments 9
- 9.4 Reserves 9
- 9.5 Transfer Fee 9
- 9.6 Additional General Assessments 10
- 9.7 Failure to Prepare Annual Budget 10
- 9.8 Books and Records 10
- 9.9 Status of Collected Funds 10
- 9.10 Special Assessments 10

ARTICLE 10 UNPAID ASSESSMENTS 11
10.1 Liability for Assessments 11
10.2 Late Payment Charge 11
10.3 Lien 11
10.4 Interest 11
10.5 Assessment Liability During Foreclosure 11

ARTICLE 11 USE RESTRICTIONS 12
11.1 Units 12
11.2 Common Elements 12
11.3 Decks 12
11.4 Window Coverings 12
11.5 Animals 12
11.6 Leases 13
11.7 Special Hardship Provision 14
11.8 Smoking 14
11.9 Additional Restrictions 14
11.10 Fines 14

ARTICLE 12 MAINTENANCE, REPAIRS AND REPLACEMENTS 15
12.1 By Unit Owners 15
12.2 By the Association 16
12.3 Repair and Replacement Standards 16

ARTICLE 13 ARCHITECTURAL CONTROLS; ALTERATIONS 17
13.1 Alterations to Common Elements and Unit Exteriors 17
13.2 Alterations Within Units 17
13.3 Alterations of Parking Units 17
13.4 Alterations Between and Merger of Adjoining Units and/or Parking Units 17
13.5 Relocation of Boundaries 17
13.6 Separation of Units; Separation of Parking Units 18
13.7 Merger of Units; Merger of Parking Units 18
13.8 Rooftop Unit, No 18

ARTICLE 14 ASSOCIATION INSURANCE 18
14.1 Maintenance of Insurance 18
14.2 Use of Proceeds 19
14.3 Premiums 19
14.4 Insurance Deductible 19
14.5 Unit Owner Insurance 19

ARTICLE 15 DAMAGE OR DESTRUCTION 20
15.1 Association Representation 20
15.2 Repair or Reconstruction 20
15.3 Insufficient Insurance Proceeds 20

ARTICLE 16 GENERAL PROVISIONS REGARDING INSURANCE, WAIVERS 20
16.1 Insurance Companies 20
16.2 Releases 20

ARTICLE 17 EMINENT DOMAIN 21
17.1 Association Representation 21
17.2 Allocation of Damages 21
17.3 Restoration 22
17.4 Percentage Interests and Votes 22
17.5 Priority of Distribution of Damages for Units 22
17.6 Conveyances in Lieu of Condemnation 22

ARTICLE 18 EASEMENTS AND ENCROACHMENTS 22
18.1 Presumption as to Existing Physical Boundaries 22
18.2 Encroachments as Result of Authorized Work or Shifting or Other Movement 23
18.3 Easements 23
18.4 Right of Entry 23
18.5 Easements Included in Transfers of Units 23
18.6 Easement to Use Common Elements 23
18.7 Easement to Rooftop Unit 23
18.8 Other Matters Affecting Title 24

ARTICLE 19 RIGHTS OF MORTGAGE HOLDERS 24
19.1 Notice 24
19.2 Approval of Removal from Act 24

ARTICLE 20 AMENDMENTS 24
20.1 Unit Owner Consent 24
20.2 Eligible Mortgage Holder Consent 24

ARTICLE 21 SERVICE OF PROCESS 25

ARTICLE 22 CLAIMS AND REMEDIES 25
22.1 Owner Claims 25
22.2 Attorney's Fees 26
22.3 Damages 26

ARTICLE 23 RULES OF CONSTRUCTION 26
23.1 Liberal Construction 26
23.2 Severability 26
23.3 Non-Waiver of Covenants 26
23.4 Conflicts 26
23.5 Incorporation 26

FIRST AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR THE BREAKWATER CONDOMINIUM

The Breakwater Condominium (the "Condominium") was created by a Declaration, recorded in the office of Register of Deeds for Milwaukee County on March 17, 2009 as Document No. 9711968.

WHEREAS, the Declaration contains portions which have become obsolete due to changes in the law, the turnover of control from Declarant to the Breakwater Condominium Association, Inc. (the "Association"), and changes in common practice over the years;

WHEREAS, the Association desires to clarify and update the provisions of this Declaration through this Restatement, so that its covenants, as restated, will continue to run with the land and shall be binding on all subsequent owners and occupants of all or any part of the Condominium; and

WHEREAS, the real property (the "Property") subject to this Declaration is as described on Exhibit A appended hereto, and the addresses of the units that comprise the Condominium are as described on Exhibit B appended hereto;

NOW THEREFORE, the Association, pursuant to Chapter 703 of the Wisconsin Statutes, the Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the "Act"), hereby amends and restates its Declaration as follows.

ARTICLE 1
DEFINITIONS

As used in this Declaration, the following terms and phrases have the following meanings:

1.1 "Act" means the Wisconsin Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes.

1.2 "Annual Budget" means the estimate prepared by the Board of the total amount necessary to pay Common Expenses for the following calendar year together with (except as prohibited below) a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements.

1.3 "Applicable Laws" means all applicable federal, state, county and local laws, ordinances and regulations, including without limitation the Act.

1.4 "Assessment Share" is the number assigned to a Unit roughly based on its size. As shown on Exhibit C, each Unit has been assigned an Assessment Share of 1, 1.25 or 1.75. Assessment Shares are used in calculating General Assessments against the Unit.

1.5 "Assessments" means General and Special Assessments for Common Expenses and charges, fines or assessments against specific Units or Unit Owners for damages to the Condominium or for penalties for violations of this Declaration, the Bylaws or the Rules.

1.6 "Association" means the association of Unit Owners required to be established by Section 703.15 of the Wisconsin Statutes to govern the condominium, which is a nonprofit corporation called The Breakwater Condominium Association, Inc., and which shall have the powers provided by Chapter 703 of the Wisconsin Statutes and any additional powers granted pursuant to this Declaration. The Association is further described in Article 8.

1.7 "Board" means the Board of Directors of the Association. The Board is the governing body of the Association. The Board shall be elected as described in this Declaration and the Bylaws.

1.8 "Building" means the structure constructed or to be constructed on the Property to contain the Units.

1.9 "Bylaws" means the Bylaws of the Association as adopted from time to time.

1.10 "Common Elements" means all of the Property except the Units, including but not limited to the land on which the Improvements are located; all common driveways, walkways, courtyards and other open areas, as shown on the Plat and all amendments to the Plat; water systems and other private utility lines to the point they become distinctly identifiable to a particular Unit; public utility lines; master television cable or antenna and lines, if any; the landscaping done or to be done on the Property; any areas for the storage of property utilized in the maintenance of the Property; bearing walls, floors and ceilings (except the interior surfaces of such elements that form the outer boundaries of each Unit); lobby and Building entrances and exits not appurtenant to any particular Unit; ducts, tanks, pumps, motors, fans, compressors, electrical wiring, pipes and sewer laterals to the extent they serve more than one Unit or other of the Common Elements; elevators; common rooms including, without limitation, the clubhouse and roofs, foundations, columns, girders, beams, supports, outside walls and structural parts of the Building. Each Unit Owner shall have an undivided interest in all of the Common Elements. The term "Common Elements" includes Limited Common Elements as defined below, unless otherwise stated in some particular provision of this Declaration.

1.11 "Common Expenses" means any and all expenses lawfully incurred by the Association in connection with the management and control of the Condominium, the cleaning, maintenance and repair and replacement of the Common Elements and Limited Common Elements, the administration of the Association, other obligations of the Association described in this Declaration, and all other expenses lawfully incurred by the Association for the benefit of the Condominium. Common Expenses shall include without limitation expenses incurred for the following items: insurance premiums; reserve funds (if any); landscaping and lawn care; cleaning and janitorial service; window washing; snow shoveling and plowing; Improvements to the Common Elements and Limited Common Elements; common security lighting; municipal utility services and other common utilities; trash collection; and maintenance, management and security salaries, wages, benefits and payroll taxes; management fees; taxes, charges and fees payable by the Association to any governmental entity.

1.12 "Common Surpluses" means the balance of all income, rents, profits and revenues from the Common Elements and facilities remaining after the deduction of the Common Expenses.

1.13 "Condominium Instruments" means this Declaration and the Plat, as amended.

1.14 "Declaration" means this instrument, which recognizes the Property's submission to the provisions of the Act, and shall include such amendments, if any, to this instrument that are adopted from time to time pursuant to the terms of this Declaration.

1.15 "Eligible Guarantor" means a guarantor of a first mortgage on a Unit that provides written request to the Association at the address specified in the Bylaws in which such Person provides its name and address along with the Unit Number or Unit address on which there is a first mortgage guaranteed by such Person.

1.16 "Eligible Insurer" means an insurer of a first mortgage on a Unit that provides written request to the Association at the address specified in the Bylaws in which such Person provides its name and address along with the Unit Number or Unit address on which there is a first mortgage it insures.

1.17 "Eligible Mortgage Holder" means a holder of any first mortgage or land contract on a Unit that provides written request to the Association at the address specified in the Bylaws in which such Person provides its name and address along with the Unit Number or Unit address on which it has a first mortgage.

1.18 "General Assessment" means an assessment of amounts necessary to fund the Annual Budget, and any supplement to the Annual Budget. General Assessments are assessed against all Units based on the calculation described in Section 9.2.

1.19 "Improvements" means all buildings, structures, improvements and other permanent fixtures of whatever kind on the Property at any time.

1.20 "Limited Common Elements" means those Common Elements designated in this Declaration as reserved for exclusive use of one or more but less than all Unit Owners. The Limited Common Elements are designated and set forth on the Plat, and are identified on the Plat as to type, extent and Unit or Units to which the Limited Common Element are assigned. However, any fixture designed to serve a single Unit and located contiguous to the boundary of the Unit shall be deemed a Limited Common Element exclusively for that Unit and need not be shown on the Plat.

1.21 "Occupant" means the Person or Persons, other than a Unit Owner, in possession of a Unit.

1.22 "Parking Unit" means a parking space, area or garage as described in Article 7.

1.23 "Parking Unit Number" means the unique number designating each Parking Unit as set forth in this Declaration.

1.24 "Person" means an individual, corporation, partnership, limited liability company, association, trustee or other legal entity.

1.25 "Percentage Interest" means a Unit's undivided interest in the Common Elements as described in Article 6.

1.26 "Plat" means the Plat of the Condominium, as recorded at the time of this Declaration with the Register of Deeds of Milwaukee County, and as amended from time to time.

1.27 "Property" means the land legally described on Exhibit A, together with all air space, all Improvements, and all easements, rights and appurtenances to the land.

1.28 "Registered Agent" means the Person to receive service of process for the Condominium in the cases provided in the Act.

1.29 "Special Assessment" means any amount payable by a Unit Owner or assessable against a Unit other than General Assessments.

1.30 "Unit" means a part of the Property subject to the Act intended for the private and independent use as a single family residence. See Section 4.2 for specifications of Unit boundaries.

1.31 "Unit Number" means the unique number designating each Unit as set forth in this Declaration.

1.32 "Unit Owner" means the Person, or combination of Persons, who owns a Unit and an undivided interest in the Common Elements and facilities appurtenant to such Unit in the percentage specified and established in this Declaration.

ARTICLE 2
NAME AND ADDRESS

The Condominium shall be known as The Breakwater Condominium. The current address of the Condominium is 1313 North Franklin Place, Milwaukee, Wisconsin 53202.

ARTICLE 3
PROPERTY

A description of the land on which the Condominium is to be located is set forth on Exhibit A to this Declaration. The Property is divided into the Units and the Common Elements (including the Limited Common Elements), as described below.

ARTICLE 4
UNITS

4.1 Number and Identification. The Condominium contains 101 Units, all of which are contained in one building and are more fully described in the Plat The Units are identified by numbers as shown on the Plat.

4.2 Description. Each Unit shall be a single apartment-type unit comprised of one or more cubicles of air at one or more levels of space, having boundaries determined as follows:

(a) Upper Boundaries. The upper boundaries of any portion of the Unit shall be the plane of the bottom of the precast plank supporting the ceiling above the uppermost existing story of area of such portion, extended to an intersection with the perimetrical boundaries.

(b) Lower Boundaries. The lower boundaries of any portion of the Unit shall be the horizontal plane of the uncovered or unfinished upper surface of the floor of such portion or of any stairway included in such portion, whichever is lower, extended to an intersection with the perimetrical boundaries.

(c) Perimetrical Boundary. The perimetrical boundaries of the Unit shall be the vertical planes, the elevations of which coincide with the inside face of the studs or concrete or other sin-face supporting the drywall or other wall surface, extended to an intersection with the upper and lower boundaries.

(d) Special Rules for Intrusions and Extrusions into or out of Such Boundaries. If and to the extent there are any extrusions such as bay windows or recessed cabinetry or intrusions such as boxed duct work, the extrusion shall be included in the Unit and the intrusion shall be excluded from the Unit, in each instance interpreted in a manner consistent with the surrounding boundary (e.g., including the drywall in the Unit but excluding the studs or concrete surface behind such drywall).

(e) Other Items. To the extent applicable and to the extent they only serve the Unit, each Unit shall include the following. If any of the following items serve more than one Unit or the Common Areas but some identifiable and distinct part of the item serves only the Unit, that identifiable and distinct part shall be part of the Unit and, to the extent any portion of the item is not part of any particular Unit, such part shall be Limited Common Elements appurtenant to those Units served by the item.

(1) All exterior doors, door locks, hinges and other door hardware, including doors to the deck serving the Unit.

(2) All windows and screens attached to the Unit, and all window hardware and framing.

(3) The air conditioning unit serving the Unit, including all portions of the unit which extend through a Common Element and all portions of the unit on the rooftop of the Building or elsewhere in the Condominium.

(4) Heat and hot water systems and equipment.

(5) Telephone, television, computer and other communication systems.

(6) Electric wires, conduit and fixtures.

(7) Sewer and gas mains and laterals and all other utility lines and distribution systems.

(8) Interior chutes, flues, ducts and exhaust fans, including exhaust fans for the Unit's kitchen hood.

(9) Security systems.

(10) Fireplaces.

The approximate dimensions and floor area of each Unit, and further details identifying and describing each Unit, are shown on the Plat.

4.3 Dimensions. The square footage, size and dimensions of the Building and each Unit as described, set out and shown in the Condominium Documents, are approximate and are shown for descriptive purposes.

4.4 Title. Each Unit Owner's interest in his or her Unit must be held in fee simple.

4.5 Unit Owners' Rights and Duties. Each Unit Owner shall be subject to all the rights and duties assigned to Unit Owners under the terms of the Condominium Instruments and the Bylaws.

4.6 Right of Ingress and Egress. Each Unit Owner has an unrestricted right of ingress and egress to his or her Unit. This right shall be perpetual and shall pass with the Unit as transfers of ownership of the Unit occur.

ARTICLE 5
COMMON ELEMENTS

5.1 Use. The Common Elements may be used only for the purposes for which they were intended and, except as provided in the Condominium Instruments and the Bylaws, the Common Elements are subject to mutual rights of support, access, use and enjoyment by all Unit Owners. However, any portion of the Common Elements designated as Limited Common Elements may be used only by the Unit Owner of the Unit to which their use is limited.

5.2 Limited Common Elements. Each Limited Common Element is reserved for the exclusive use of the owner or owners of the Unit to which it is appurtenant, to the exclusion of all other Unit Owners. The Limited Common Elements include without limitation the outside deck immediately adjacent to each Unit to which the Unit has access by a door from the Unit. In

addition, fixtures designed to serve a single Unit, located contiguous to the Unit's boundaries, are Limited Common Elements appurtenant to that Unit exclusively.

ARTICLE 6
PERCENTAGE INTERESTS

Every Unit Owner owns a Percentage Interest. The Percentage Interest appurtenant to each Unit is set forth on Exhibit C to this Declaration. Except as provided in the Act, all Common Elements shall remain undivided. Except as provided in the Act, no Unit Owner, nor any other Person, may bring a suit for partition of the Common Elements. The Percentage Interests shall have a permanent character and, except as provided by the Act, may not be changed without the written consent of all of the Unit Owners and their mortgagees. Any change shall be evidenced by an amendment to this Declaration recorded among the appropriate land records. The Percentage Interests may not be separated from the Unit to which they appertain. Any instrument, matter, circumstance, action, occurrence or proceeding in any manner affecting a Unit also shall affect, in like manner, the Percentage Interest appurtenant to the Unit, and any conveyance, encumbrance, judicial sale or other transfer (voluntary or involuntary) of any Percentage Interest will be void unless the Unit to which that Percentage Interest is allocated is also transferred.

ARTICLE 7
PARKING UNITS

7.1 Configuration. In general, but as more specifically described below, a Parking Unit shall consist of a single parking space. Parking Units shall be configured in five different ways, including: compact open parking spaces; open heated parking spaces; open heated parking spaces with "over the hood" storage cabinets; open heated parking spaces with storage lockers; and interior two-car garages.

7.2 Number. There is a total of 178 Parking Units.

7.3 Description. A Parking Unit consists of a cubicle of air which is described as follows: (a) the upper boundary shall be the lowest surface of the ceiling above such Parking Unit; (b) the lower boundary shall be the upper surface of the concrete or asphalt floor below such Parking Unit; and (c) the vertical boundaries of each Parking Unit shall be the boundary lines of such Parking Unit as shown on the Plat. A Parking Unit shall also include any storage cabinet or locker serving the Parking Unit and, in the case of interior garages, all doors serving the Parking Units included in the garage (including overhead garage doors, exit doors, door locks, hardware hinges, garage door openers and related mechanical systems serving the Parking Unit, if any, but excluding the overhead garage door used to enter the parking Common Element).

7.4 Transfers of Parking Units. An assigned Parking Unit shall be designated for each Unit and is appurtenant to the Unit. Unit Owners may transfer Parking Units between themselves provided that, at least 10 business days prior to the transfer, the Unit Owners participating in the transfer provide notice to the Board, a copy of the deed and the written

consent from the transferring Unit Owner's mortgagee(s). Parking Units may not be conveyed or leased to non-Unit Owners.

7.5 Use. Use and maintenance of the parking garage and the Parking Units shall be subject to the Rules. No Improvements of any nature may be constructed in the Parking Units by any Unit Owner without the prior written approval of the Board. The Board may withhold such approval in the Board's sole and absolute discretion.

7.6 Assessments for Maintenance and Repair of Parking Units. Each Unit Owners' proportionate share of expenses associated with maintaining and repairing Parking Units (financial accounts: Pressure Washing and Parking/Garage Repairs), shall be determined by multiplying the cost of such repairs and maintenance by a fraction, the numerator of which shall be the number of automobiles the Unit Owner's Parking Unit(s) are designed to accommodate and the denominator of which shall be the total number of automobiles that all of the Parking Units are designed to accommodate. The Board may round the resulting totals so that the total of all Parking Unit expenses allocated equals the total of all such expenses.

ARTICLE 8
ASSOCIATION OF UNIT OWNERS

The affairs of the Condominium shall be governed by the Association. The Association is intended to constitute a legal entity for all purposes, even if its corporate rights lapse at any time.

8.1 Meetings to Elect Directors. Directors shall be elected at the Annual meeting of the Association as set forth in the Bylaws.

8.2 Calculation of the Percentage Interests. The calculation of the Percentage Interests conveyed to purchasers under the preceding Sections shall be based on the Percentage Interests appertaining to each Unit which has been conveyed.

8.3 Borrowing Money; Acquiring and Conveying Property. The Association may borrow money and purchase, lease, mortgage, grant security interests in and sell real estate and personal property as provided in the Bylaws. The Association may purchase goods and services jointly with other condominium associations or other Persons.

8.4 Voting. Each Unit Owner shall have one vote at meetings of the Association.

8.5 Association Property. No Unit Owner may have any right, title or interest in any property owned by the Association other than as holder of a Percentage Interest appurtenant to such Unit Owner's Unit.

ARTICLE 9
ASSESSMENTS

9.1 Preparation of Estimated Budget. Unless otherwise provided in the Bylaws, the Board shall, on or about December 1 of each year, or as soon after such date as reasonably practical, prepare the Annual Budget. The Board shall, on or about December 15, or as soon thereafter as reasonably practical, notify each Unit Owner in writing of the Annual Budget. The

notice shall contain a reasonable itemization including those items required by Wisconsin Statutes Section 703.161(2). The estimate set forth in the Annual Budget shall be assessed as described below. On or before the date of the Annual Meeting each calendar year (as specified in the Bylaws), the Board shall supply to all the Unit Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures, plus reserves. Common Surpluses shall be applied in the discretion of the Board of Directors, either credited to owners, or added to the reserve account, or any such reasonable use as decided by the Board.

9.2 Calculation of General Assessments. Each Unit Owner shall be assessed an annual General Assessment equal to the sum of the following:

(a) The amount determined by multiplying the amount needed to fund the Annual Budget by a fraction, the numerator of which is the Unit's Assessment Share and the denominator of which is the sum of all Units' Assessment Shares; and

(b) Parking Units as described in Section 7.6. Assessments may be reasonably rounded so that the total of all General Assessments so assessed equals the Annual Budget.

9.3 Payment of General Assessments. The Unit Owners shall pay annual General Assessments in 12 equal monthly installments, in advance, on the first day of each month. No Unit Owner may exempt himself or herself from liability for his or her general assessment by waiver of the use of enjoyment of any of the Common Elements and facilities or by abandonment of his or her Unit.

9.4 Reserves. The Board may build up and maintain a reasonable reserve for contingencies and replacements. The Board may charge against such reserve all extraordinary expenditures not originally included in the Annual Budget which may become necessary during the year.

9.5 Transfer Fee. Each time ownership of a Unit is transferred from one party to another, in whole or in part, including by purchase, sale, foreclosure, tax foreclosure, or the taking of a deed in lieu of foreclosure, the transferee of the Unit shall pay a unit transfer fee to the Association in an amount equal to two months' installment for Association dues for such Unit under the budget then in effect. Each transfer fee payment shall be deposited by the Association into the reserve fund. Notwithstanding anything herein to the contrary, the following transfers are exempt from paying the fee:

(a) When the transfer is to or from a trust where the sole beneficiary is the donor and Owner;

(b) When the transfer is solely between spouses and/or domestic partners;

(c) When the transfer is solely between a parent and his, her or their child; and

(d) When the transfer is to or from the Association.

9.6 Additional General Assessments. If the Annual Budget or the General Assessments collected prove inadequate for any reason, including because one or more Unit Owners fail to pay their Assessments, the Board may, at any time, levy an additional general assessment, which shall be assessed to the Unit Owners in the same proportion as other General Assessments. The Board shall serve notice of such additional General Assessments on the Unit Owners as provided in the Bylaws. All such Unit Owners shall be obligated to pay the additional general assessment when required by the Board.

9.7 Failure to Prepare Annual Budget. If the Board fails to prepare or delays preparing or serving the Annual Budget or any adjusted estimate, such delay or failure shall not constitute a waiver of, or release in any manner, any Unit Owner's obligation to pay General Assessments whenever they are determined. In the absence of the Annual Budget or any adjusted estimate, the Unit Owner shall continue to pay the monthly General Assessment at the then existing monthly rate established for the previous period until a new Assessment is mailed or delivered.

9.8 Books and Records. The Board shall keep (a) current copies of the Declaration, its Articles of Incorporation, its Bylaws and other rules concerning the Condominium, and (b) full and correct books of account in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Any Unit Owner, a representative of a Unit Owner duly authorized in writing or a holder, insurer or guarantor of a first mortgage secured by a Unit may inspect such records and the vouchers authorizing the payments at such reasonable time or times during normal business hours of week days as the Unit Owner may request. Upon 10 days' prior notice to the Board and payment of a reasonable fee as fixed by the Board not to exceed $25 (or such greater amount as allowed by the Act, as amended from time to time), the Board shall furnish a statement to any Unit Owner that sets forth, in detail, the amount of any unpaid Assessments or other charges due and owing from such Unit Owner.

9.9 Status of Collected Funds. The Board shall collect, hold and expend all funds for the purposes designated. Except for such Special Assessments as the Board levies against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid Assessments, the Board shall hold all funds for the benefit, use and account of all the Unit Owners as provided in the Bylaws.

9.10 Special Assessments. The Board may, whenever necessary or appropriate, levy Special Assessments against any Unit for expenses arising from (a) the acts or omissions of any Unit Owner, Occupant or tenant of such Unit, or any employee, guest, contractor, agent or invitee of a Unit Owner, Occupant or tenant of such Unit (including, without limitation, increases in premiums for insurance policies maintained by the Association); (b) against any Unit to remedy any violation by such Unit's Unit Owner of this Declaration, the Bylaws or the Rules; or (c) or as otherwise provided by this Declaration.

ARTICLE 10
UNPAID ASSESSMENTS

10.1 Liability for Assessments. A Unit Owner shall be personally liable for all Assessments, and installments of Assessments, coming due while owning a Unit, including any Assessments coming due during the pendency of any claim by the Unit Owner against the Association or during any period in which the Unit is not occupied by the Unit Owner or is leased or rented to any other Person. If a Unit is sold or otherwise voluntarily transferred, the transferee shall be jointly and severally liable with the transferor for all unpaid Assessments against the transferor, together with late charges and interest, for the transferor's share of the common expenses up to the time of the transfer, without prejudice to the rights of the transferee to recover from the transferor the amounts paid by the transferee for such Assessments. By acceptance of a conveyance of his or her Unit, each Unit Owner assumes this joint and several liability. Liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Element or by abandonment of the Unit for which the Assessments are made.

10.2 Late Payment Charge. If any assessment is overdue for more than 10 days, a Unit Owner shall be liable for a late payment charge as set forth in the Rules and Regulations. The Board may adjust such late payment charge without amending this Declaration. This late payment charge shall apply individually to all payments past due, and no daily pro rata adjustment shall be made.

10.3 Lien. Subject to the applicable terms and conditions of the Act, all Assessments, until paid, together with interest, late charge and actual costs of collection (including actual attorneys' fees), constitute upon assessment a lien on the Units on which they are assessed. The lien shall be subordinate to a first mortgage on the Unit, if the mortgage was recorded before the delinquent assessment was due, to the extent the same is set forth in the Act. A lien may be enforced and foreclosed by the Association or any other Person specified in the Bylaws, in the same manner, and subject to the same requirements, as a foreclosure of mortgages on real property in this state. The Association shall recover costs and actual attorneys' fees. The Association may bid on the Unit at foreclosure sale and acquire, hold, lease, mortgage and convey the Unit. The lien will not be affected by the sale or transfer of the Unit, unless a foreclosure of a first mortgage is involved, in which case the foreclosure will extinguish the lien for any Assessments that were payable before the foreclosure sale, to the extent the same is set forth in the Act, but will not relieve any subsequent Unit Owner from paying further Assessments.

10.4 Interest. Any assessment, or installment of any assessment, not paid when due shall bear interest from the date when due until paid at a rate to be set forth in the Rules and Regulations.

10.5 Assessment Liability During Foreclosure. In the event of the foreclosure of a lien for unpaid Assessments, the Unit Owner who is the defendant in such proceeding shall be liable for all Assessments coming due during the pendency of foreclosure, and the same shall be added to the condominium lien.

ARTICLE 11
USE RESTRICTIONS

11.1 Units. The Building and the Units are intended for and restricted to residential uses only, as further restricted by this Declaration, the Bylaws and the Rules.

11.2 Common Elements.

(a) The Common Elements may be used only for the purposes for which they were intended and, except as provided in the Condominium Instruments and the Bylaws, the Common Elements are subject to mutual rights of support, access, use and enjoyment by all Unit Owners. However, any portion of the Common Elements designated as Limited Common Elements may be used only by the Unit Owner of the Unit to which their use is limited.

(b) A Unit Owner may not in any way obstruct the use of the Common Elements or another Unit.

(c) A Unit Owner shall not do or permit any act within the Condominium, including any Unit or the Common Elements, which will cause an increase in the rate of insurance carried by the Association or cancellation of any policy of insurance carried by the Association.

(d) A Unit Owner shall not do or permit any act within the Condominium, including any Unit or the Common Elements, which violates any Applicable Law.

11.3 Decks. All patio furniture placed on any deck shall be unpainted teakwood treated with teakwood oil. Patio umbrellas are permitted on decks. Cushions, pads and patio umbrellas shall be a dark green or another earth tone as may be approved by the Board of Directors. The Board shall establish regulations in the Rules to ensure that the decks maintain a uniform appearance and to promote the quiet and safe enjoyment of the decks by all Unit Owners.

11.4 Window Coverings. In order to maintain a more uniform appearance to the exterior of the Building, all drapes, shades, blinds and other window coverings that face the exterior of the Building shall be color Ivory Ecru.

11.5 Animals.

(a) No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that a Unit Owner may have no more than two (2) dogs or two (2) domestic cats provided that such animals are not maintained for commercial or breeding purposes, or one (1) dog and one (1) cat.

(b) No animal shall be allowed at large within the Common Elements. All animals shall be always leashed and within the immediate control of the Unit Owner or responsible person when outside of the Unit.

(c) The Unit Owner owning or permitting any pet in the Condominium shall pick-up and dispose of all animal wastes and droppings, shall clean-up all messes caused by the

animal and shall prevent the animal from causing any damage and be responsible for any damage caused by the animal. Animals shall not be allowed to relieve themselves on the deck areas attached to a Unit.

(d) The Board may, in its sole discretion, but is not obligated to, prohibit the presence of so-called "attack" dog or dogs they deem to be a danger in the Condominium.

(e) The Board may establish additional animal regulations in the Rules to ensure that animals are kept safely, in a sanitary manner and without unreasonably disturbing other Occupants.

11.6 Leases.

(a) All Persons occupying Units without the concurrent occupancy of the Unit Owner or the spouse or lineal descendant or ascendant of the Unit Owner shall be considered tenants for purposes of this Section. Unit Owners may allow occupancy of their Units by tenants, but only in compliance with the following requirements.

(b) Only 10% of the units may be leased at a given time.

(c) No Unit may be leased without a written lease.

(d) Before a tenant signs a lease, the Unit Owner shall provide the tenant with copies of this Declaration as amended, from time to time, the Bylaws as amended, from time to time, and the Rules as amended, from time to time. Every lease shall contain a statement to the effect that the tenant acknowledges receiving copies of those documents and agrees to comply with the Act and those documents.

(e) Any Unit Owner who enters into a lease for his or her Unit shall provide the Secretary of the Association with a copy of such lease, and any amendments or renewals within five (5) days after its execution.

(f) No Unit may be leased for a term of less than six (6) months. No transient or temporary leases are allowed. Short-term rentals, either by the owner or through services such as Airbnb and the like are prohibited. Advertising a unit as being available for a short-term rental will be considered a violation of this section.

(g) A Unit Owner who leases his or her Unit shall remain liable for the payment of any Assessment and any other amount due under the Condominium Instruments and the performance of the Unit Owner's obligations under the Condominium Instruments and the Rules; however, by entering into a lease with the Unit Owner, the tenant agrees to be jointly and severally liable and responsible for such amounts and such performance. The Association shall have the option to pursue the Unit Owner, the tenant or both of them for the payment of any Assessment or any other payment due to the Association. The Association may step into the shoes of the Unit Owner landlord and may evict any tenant who violates any of the requirements of the Condominium Instruments or the Rules, and any legal fees and costs incurred with respect to enforcing the lease or eviction proceedings shall be specially assessed to the Unit Owner.

(h) Leases may include the right to use the Limited Common Elements appurtenant to the Unit leased, the Unit Owner's Parking Unit(s) and other Common Elements to the extent the Unit Owner has the right to use such Common Elements and to the extent not otherwise restricted.

11.7 Special Hardship Provision. The Board of Directors shall have the authority to waive some or all of the requirements of this Section 11.6 and allow a Unit to be leased upon request of a Unit Owner if it determines, in its sole discretion, that enforcement thereof in the particular circumstances would result in an unreasonable hardship upon the Unit Owner, and that the exception would not jeopardize the interest of the Association in promoting owner-occupancy of Units. If any Unit Owner shall desire to lease to, or cause a unit to be occupied by a person other than an immediate family member pursuant to this hardship exception, said lease or occupancy shall require the approval of the Board of Directors. Any application for an exception must be in writing and give the reasons for requesting the exception. The Board shall convene a meeting within 20 days after receipt of notice, advising the Unit Owner of the time and place of a meeting and giving the Unit Owner an opportunity to attend. The Board shall make a decision as to whether or not to grant the hardship exception within fourteen (14) days of said meeting and the reasons shall be briefly stated in writing. The decision shall be binding on the Association and the parties. The maximum length of any hardship exception is one (1) year.

Additional restrictions on leases may be set forth in the Rules.

11.8 Smoking. Smoking is prohibited within the Common Elements and Limited Common Elements, including without limitation the elevators, the lobby, hallways, the Clubhouse, the Fitness Room, the Parking Units and other parking areas, the garages, decks, and patios. For purposes hereof, smoking shall include the inhaling, exhaling, breathing, carrying, or possessing of any lighted cigarette, cigar, pipe, other product containing any amount of tobacco or marijuana, or other similar heated or lit product (e.g., e-cigarette) whether or not containing tobacco or marijuana.

11.9 Additional Restrictions. In order to promote a safe and enjoyable environment, to maintain the value of the Condominium and the Units and to promote the type of environment desired by the Unit Owners, the Board may from time to time adopt additional Rules. Copies of all amendments to the Rules shall be furnished to the Unit Owners by the Board prior to the time such amendments shall be effective.

11.10 Fines. In addition to all other remedies available to the Association, the Association shall have the right to collect a fine from any Unit Owner who violates (or allows any Occupant of the Unit Owner's Unit or any guest of the Unit Owner to violate) any provision of this Declaration, the Bylaws or the Rules, for each day such violation continues in such amount as is from time to time set forth in the Bylaws or the Rules. Any such fine assessed shall be a Special Assessment.

ARTICLE 12
MAINTENANCE, REPAIRS AND REPLACEMENTS

12.1 By Unit Owners.

(a) Each Unit Owner shall at its expense keep his or her Unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in compliance with applicable law, and shall be responsible for such interior decorating as may at any time be necessary or advisable to maintain the good condition, function and appearance of the Unit. Unit Owners are responsible for regular maintenance to items that can present a water leakage risk and other risks, such as water heaters, water supply lines for washing machines, dishwashers, refrigerators, and appliances with heat pumps. Such maintenance shall be performed by the Unit Owner at least as often as recommended by the appliance manufacturer. Without limiting the foregoing obligations, each Unit Owner shall be responsible for maintaining, repairing and replacing interior lighting fixtures, refrigerators, air conditioning equipment, furnaces and heating equipment, dishwashers, disposal, laundry equipment including washers and dryers, ranges, fireplaces, plumbing fixtures, ceiling fans, the drywall, the windows and doors (but the Association shall be responsible for periodic cleaning of the exterior of such doors and windows at the Association's expense) and other equipment that may be in or connected with his or her Unit.

(1) If an exterior window or door requires repair or replacement the management company will schedule the work and bill the owner for the expense.

(2) Private Garage general maintenance. The interiors of the private garages as it relates to replacement of garage door motors, springs, track and door. (If the door is damaged due to negligence)

(b) Each Unit Owner shall keep the Limited Common Elements appurtenant to his or her Unit in good, clean, sanitary and attractive condition. Notwithstanding the foregoing:

(1) The Association shall have the exterior sides of windows, patio doors and exterior glass of the deck balconies cleaned periodically (however, to the extent a Unit Owner has had screens installed, the Association shall have no obligation to wash a screened window unless the Unit Owner removes the screen in advance of the window cleaning),

(2) The Association shall maintain, repair or replace all decks at the cost of the Association (except the Unit may receive a Special Assessment for the cost of maintenance, repairs or replacement to the extent required due to negligence or abuse). The Unit Owner shall clean the deck appurtenant to the Unit Owner's Unit.

(c) If any Unit Owner fails to properly perform any of his or her obligations under this Article, the Association may give the Unit Owner written notice of the maintenance, repair or replacement the Association deems necessary. If the Unit Owner fails to properly perform the maintenance, repair or replacement within 30 days after such notice, the Association may, without waiving or releasing the Unit Owner from any such obligations, perform the obligations and specially assess the Unit Owner for the cost of doing so.

12.2 By the Association.

(a) The Association shall keep the Common Elements in good order, condition and repair and in compliance with applicable law. Without limiting the foregoing obligations, the Association shall:

(1) Maintain, repair, replace and if applicable re-stripe all driveways, walkways and exterior parking areas, if any (including snow and ice removal), as well as the Parking Units (however, the owner of a Parking Unit may receive a Special Assessment for the cost of maintenance, repairs or replacement to the Parking Unit or any equipment associated with the Parking Unit to the extent required due to negligence or abuse);

(2) Maintain all landscaped areas (including lawn care, grass cutting, tree pruning, planting and leaf raking);

(3) Maintain, repair and restore the exterior of the Building in a condition reasonably close to original, including maintaining, cleaning, replacing and otherwise caring for all exterior paint, cultured stone, simulated stucco, siding, trim, roofing, signage and the like;

(4) Maintain, repair and replace all systems constituting Common Elements, including Limited Common Elements;

(5) Maintain, repair, replace and clean the lobby, hallways, clubhouse, exercise room and other areas of common use in the Building; and

(6) Purchase, maintain, repair, replace and store all equipment, furniture, fixtures and materials necessary or desirable to accomplish the foregoing, including equipping the clubhouse and exercise room.

(b) The Association may temporarily close off Common Elements or entries to the Property, the Building or any or Unit or temporarily suspend services or amenities to facilitate such work.

(c) All costs of such work, materials and equipment shall be Common Expenses; provided, however, that if any maintenance, repair or replacement of any of Common Elements (including Limited Common Elements) is necessitated by reason of misuse by, or negligence of a Unit Owner or Occupant, or of a tenant, guest or agent of a Unit Owner or a Unit Owner's tenant, the Association may specially assess the reasonable cost of the maintenance, repair or replacement to the responsible Unit Owner.

12.3 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 and shall comply with Applicable Laws.

ARTICLE 13
ARCHITECTURAL CONTROLS; ALTERATIONS

13.1 Alterations to Common Elements and Unit Exteriors.

(a) Except for easements otherwise described in this Declaration, the Association shall have absolute control over all Improvements, additions and other alterations to the Common Elements, including all exteriors of the Building and Limited Common Elements, and no Unit Owner may undertake any such work without the Association's prior written consent.

(b) Except as permitted by the Rules, a Unit Owner is prohibited from making any alteration, installation, removal, reconstruction or repair to the exterior of his or her Unit or any portion of his or her Unit which is visible from outside the Condominium or the Common Elements.

(c) All Unit exteriors (including doors and overhead garage doors) and Limited Common Elements shall be maintained in exactly the same colors. All exterior items (including windows, doors, overhead garage doors, lighting fixtures, cultured stone, simulated stucco, siding, trim, roofing and the like) that are replaced shall be replaced with items of the same brand, product, style and color as the original items, if possible. If the original item is no longer available, substitutions may be made only with the Association's prior written consent.

13.2 Alterations Within Units. No remodeling or alterations shall be made to the interior of any Unit without the prior written consent of the Board, including, but not limited to, remodeling or alterations affecting the plumbing, gas and electrical fixtures and lines and location of walls. In any event, all bedrooms, including hallways and walk-in closet areas within the master bedroom must be carpeted with wall-to-wall carpeting. All other main rooms within a Unit should be covered with hardwood floor covering or otherwise as approved in writing by the Board of Directors. If any changes are made to flooring within a Unit, the Unit Owner must maintain at least the same level of soundproofing as the previous floor covering had. A Unit Owner may make any Improvements or alterations within his or her Unit that do not impair the structural integrity or lessen the support of any portion of the Condominium and that do not create a nuisance substantially affecting the use and enjoyment of other Units or the Common Elements.

13.3 Alterations of Parking Units. A Unit Owner may not make any alterations to a Parking Unit.

13.4 Alterations Between and Merger of Adjoining Units and/or Parking Units. A Unit Owner acquiring an adjoining or part of an adjoining Unit may not remove all or any part of any intervening partition or create doorways or other apertures in the partition even if those acts do not impair the structural integrity or lessen the support of any portion of the Condominium.

13.5 Relocation of Boundaries. A Unit Owner may not relocate boundaries between adjoining Units or Parking Units.

13.6 Separation of Units; Separation of Parking Units. A Unit Owner may not separate a Unit or Parking Unit into two or more Units.

13.7 Merger of Units; Merger of Parking Units. A Unit Owner may not merge Units or Parking Units without the express written permission from The Board. An engineering study may be required prior to approval.

13.8 Rooftop Unit, No. 100. Franklin & Knapp LLC (Former Declarant) retains the right to install, at Franklin & Knapp LLC's sole expense and for Franklin & Knapp LLC's benefit, rooftop cellular or radio frequency equipment, antennas, or cameras, and related equipment and security barriers, or similar apparatus, on the perimeter of the mechanical penthouse or the perimeter of the tower roof, and to run any associated wiring through and mount equipment in the mechanical penthouse, and to house switchgear and other related apparatus in the mezzanine level – Rooftop Unit, No. 100, and to utilize conduits that connect the rooftop unit to the "wire termination room" located in the lower level, and to house wire termination and other switchgear in the "wire termination room." The foregoing equipment and rooms are collectively referred to in this Declaration as the "Rooftop Unit." The equipment shall not disturb rooftop Limited Common Elements. Franklin & Knapp LLC may sell the Rooftop Unit or rent it out to others. The improvement and use to the Rooftop Unit should comply with all applicable laws. The owner of the Rooftop Unit shall not have a vote in the Association and shall have no obligation as a result of such ownership for Common Expenses, except that owner of the Rooftop Unit shall pay an Assessment to the Association equal to the amount by which, if any, use of the Rooftop Unit increases the cost of insurance maintained by the Association. Electricity for the Rooftop Unit shall be separately metered and paid for by Franklin & Knapp LLC or its assigns.

ARTICLE 14
ASSOCIATION INSURANCE

14.1 Maintenance of Insurance. The Association shall maintain the following insurance: (a) insurance against loss or damage by fire and other hazards on an special form basis for not less than full replacement value of the Improvements, including all Common Elements, Units and Unit upgrades or betterments, together with all service machinery appurtenant thereto, as well as all personal property belonging to the association (but specifically excluding the Unit Owners' personal property), with code upgrades, without deduction for depreciation. The Board of Directors shall obtain a third-party insurance appraisal, to be updated at least every five (5) years, to determine the full replacement value of the Property insured.; (b) if any part of the Improvements on the Property are in a Special Flood Hazard Area which is designated as A, AE, AH, AO, AR, Al-30, A-99, V, VE, V1-30 or VO on a Flood Insurance Rate Map a "master" or "blanket" policy of flood insurance in an amount at least equal to the lesser of 100% of the insurable value of the Building and other Improvements (including all Common Elements and commonly-owned personal property) or the maximum coverage available under the applicable National Flood Insurance Program; and (c) a commercial general liability policy providing coverage in an amount not less than two million dollars ($2,000,000) per occurrence for injury, including death, and property damage covering the Association, the Board of Directors, officers, and all agents and employees of the Association, and all Unit Owners and other persons entitled to occupy any Unit or other portion of the Property; and (d) Directors and Officers Insurance

covering the officers, directors, property managers and volunteers; and (e) blanket fidelity insurance coverage for anyone who either handles or is responsible for funds that the Association holds or administers in an amount at least equal to no less than three (3) months' operating expenses plus reserves on hand as of the beginning of the fiscal year and shall contain waivers of any defense based upon the exclusion of persons serving without compensation. Insurance coverage shall be written on the Property in the name of the Association as trustee for each of the Unit Owners in proportion to their respective obligations for payment of insurance premiums. Fidelity insurance coverage shall name the Association as insured. Premiums shall be Common Expenses. Provisions for such insurance shall be without prejudice to the right of each Unit Owner to insure his or her own Unit for personal benefit.

14.2 Use of Proceeds. Casualty insurance proceeds shall first be disbursed by the Association for the repair or restoration of the damaged Common Elements, and the Unit Owners and mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless the Association has determined not to rebuild, or a court has ordered partition of the Property, or there is a surplus of insurance proceeds after the Common Elements have been completely repaired or restored.

14.3 Premiums.

(a) Each Unit Owner's proportionate share of insurance expense shall be determined by multiplying the cost of such insurance by a fraction, the numerator of which shall be the number of square feet of floor area in the Unit, Parking Unit or Limited Common Element to which the cost is being allocated and the denominator of which shall be the total square feet of floor area of all Units, Parking Units and Limited Common Elements. The Board may round the resulting totals so that the total of all insurance expenses allocated equals the total cost of such insurance. Square footages as set forth on the Plat or any amendment to the Plat shall be determinative and bind all parties for all purposes.

14.4 Insurance Deductible. In the event of any insured loss on the Association's master insurance policy, the Association's deductible shall be the responsibility of the person or entity (including the Association) who would be responsible for such damage under the Condominium Documents, in the absence of insurance. If the cause of loss originates within a Unit, the Unit Owner is responsible for the damage costs up to the Association's master insurance policy deductible. If the cause of the loss originates in more than one Unit or a Unit and the Common Elements, the responsibility for paying the Association's deductible shall be equitably apportioned by the Board in its sole discretion among the Unit(s) and/or Common Elements where the loss originated.

14.5 Unit Owner Insurance. The Unit Owners shall be responsible for and shall obtain insurance coverage for the personal property within the Unit, and also for coverage for Building/Additions and Alterations/Improvements and Betterments (Coverage A), and loss assessment coverage, at a minimum limit of the Association's master policy deductible.

ARTICLE 15
DAMAGE OR DESTRUCTION

15.1 Association Representation. The Association shall represent the Unit Owners in any proceedings, negotiations, settlements or agreements related to damage or destruction affecting the Common Elements. By acceptance of a conveyance of his or her Unit, each Unit Owner appoints the Association as an attorney-in-fact for this purpose. Any proceeds from a settlement shall be payable to the Association for the benefit of the Unit Owners and their mortgage holders.

15.2 Repair or Reconstruction. In the event of damage to or destruction of the Common Elements, the Association shall promptly undertake to repair or reconstruct it to a condition compatible with the remainder of the Condominium. All cost of the repair or reconstruction in excess of available insurance proceeds shall be a Common Expense payable by the Unit Owners in proportion to their respective obligations for payment of insurance premiums. Notwithstanding the foregoing, the Board may levy a Special Assessment for excess expense, and any resulting increase in insurance premiums.

15.3 Insufficient Insurance Proceeds. However, if the Condominium is damaged to an extent more than the available insurance proceeds, the Condominium shall be subject to an action for partition upon obtaining the written consent of (a) Unit Owners having 75% or more of the votes; and (b) Eligible Mortgage Holders that represent at least 51% of the votes of Units that are subject to mortgages held by Eligible Mortgage Holders. In the case of partition, the net proceeds of sale together with any net proceeds of insurance shall be considered as one fund and shall be divided among all Unit Owners pursuant to their Percentage Interests, and shall be distributed in accordance with the priority of interests in each Unit.

ARTICLE 16
GENERAL PROVISIONS REGARDING INSURANCE, WAIVERS

16.1 Insurance Companies. Insurance policies maintained pursuant to this Declaration shall be written by companies reasonably satisfactory to the Association that are licensed or authorized to do business and in good standing in the State of Wisconsin and have a general policyholder's rating and a financial rating acceptable to the Board.

16.2 Releases.

(a) Insurance policies maintained pursuant to this Declaration for loss or damage by fire or other risks shall permit releases of liability as provided below and include waiver of subrogation clauses as to Unit Owners and the Association respectively. To the maximum extent not prohibited by law, the Association and each Unit Owner waive and release and discharge each other from all claims or demands arising out of damage to destruction or loss of use of property caused by fire or other casualty arising due to any act or omission of the other or otherwise and agree to look only to their respective insurance coverages in the event of such a loss. Notwithstanding the foregoing releases, if any damage to the Property results from any act or omission of a Unit Owner(s) and any of the Association's loss is deductible, such Unit

Owner(s) shall pay to the Association the deductible amount. This paragraph shall not affect Association's or any Unit Owner's repair obligations under other provisions of this Declaration.

(b) To the maximum extent not prohibited by law, each Unit Owner waives all claims, and the Association shall not be liable to any Unit Owner, for damage to Unit Owner's personal property, including consequential damages. This paragraph shall apply especially, but not exclusively, to damage caused by water, snow, frost, steam, refrigerators, sprinkling devices, air conditioning apparatus, excessive heat or cold, falling plaster, broken glass, sewage, gas, odors, noise or bursting or leaking of pipes and shall apply equally whether damage results from acts or omissions of the Association, or any other Person and whether damage results from any of the foregoing causes or otherwise.

(c) All personal property in the Condominium belonging to Unit Owner shall be at Unit Owner's sole risk. The Association shall not be liable for damage, theft or loss affecting this personal property, and Unit Owner shall defend and indemnify the Association against claims and liability for injuries to this property.

(d) The Association does not warrant that any of the services the Association may supply will be free from interruption, and these services are subject to all Applicable Laws. Unit Owner acknowledges that any one or more of these services may be suspended by reason of accident, repairs, alterations, improvements or causes beyond the control of the Association. No such interruption of service shall be deemed a disturbance of Unit Owner's use and possession of all or any part of the Unit, the Common Elements or any Parking Unit or render the Association liable to Unit Owner for damages or relieve Unit Owner from paying any Assessment

ARTICLE 17
EMINENT DOMAIN

17.1 Association Representation. The Association shall represent the Unit Owners in any eminent domain proceedings, negotiations, settlements or agreements affecting the Common Elements. By acceptance of a conveyance of his or her Unit, each Unit Owner appoints the Association as an attorney-in-fact for this purpose. Any proceeds from a settlement shall be payable to the Association for the benefit of the Unit Owners and their mortgage holders.

17.2 Allocation of Damages. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

(a) Every Unit Owner is entitled to the entire award for the taking of all or part of their respective Unit and for consequential damages to their Unit.

(b) Any award for the taking of Limited Common Elements (including any Parking Units) shall be allocated to the Unit Owners of the Units to which the use of those Limited Common Elements in proportion to their respective Percentage Interests.

(c) In the event no reconstruction is undertaken, any award for the taking of Common Elements shall be allocated to all Unit Owners in proportion to their respective using the obligations for payment of insurance premiums.

17.3 Restoration. Following the taking of all or a part of the Common Elements, the Association shall promptly undertake to restore the Improvements of the Common Elements to an architectural whole compatible with the existing structure. Any costs of such restoration in excess of the condemnation award shall be a common expense payable by the Unit Owners in proportion to their respective obligations for payment of insurance premiums. However, if the taking under the power of eminent domain is to the extent where the remaining Condominium has been diminished to the extent that reconstruction or restoration is not practical, the Condominium shall be subject to an action for partition upon obtaining the written consent of (a) Unit Owners having 75% or more of the votes; and (b) Eligible Mortgage Holders that represent at least 51% of the votes of Units that are subject to mortgages held by Eligible Mortgage Holders. In the case of partition, the net proceeds of sale, together with any net proceeds of the award for taking, shall be considered as one fund and shall be divided among all Unit Owners in proportion to their respective obligations for payment of insurance premiums, and shall be distributed in accordance with the priority of interests in each Unit.

17.4 Percentage Interests and Votes. A taking of all or part of a Unit may not include any of the Percentage Interest or vote appurtenant to the Unit. Instead, the following provisions shall apply:

(a) Following the taking of a part but less than all of any Unit, the Percentage Interest and Assessment Share appurtenant to the Unit shall not be adjusted, and the vote appurtenant to that Unit shall be appurtenant to the remainder of that Unit.

(b) Following the taking of all of any Unit, the Percentage Interest and Assessment Share appurtenant to the Unit shall be eliminated, the right to vote appurtenant to the Unit shall terminate, and the Percentage Interests appurtenant to each remaining Unit shall be adjusted to the amount determined by dividing the Unit's Assessment Share by the sum of all Units' Assessment Shares remaining.

(c) The Association shall promptly prepare and record an amendment to this Declaration reflecting the new Percentage Interests and Assessment Shares appurtenant to the Units.

17.5 Priority of Distribution of Damages for Units. All damages for each Unit shall be distributed in accordance with the priority of interests at law or in equity in each respective Unit.

17.6 Conveyances in Lieu of Condemnation. In this Article, "taking under the power of eminent domain" includes any sale in settlement of any pending or threatened condemnation proceeding.

ARTICLE 18
EASEMENTS AND ENCROACHMENTS

18.1 Presumption as to Existing Physical Boundaries. Any existing physical boundaries of any Unit or Common Elements constructed or reconstructed in substantial conformity with the Plat shall be conclusively presumed to be its boundaries, regardless of the shifting, settlement or lateral movement of the Building or any Improvement and regardless of minor variations between the physical boundaries as described in this Declaration or shown on

the Plat and the existing physical boundaries of any such Unit or Common Element. This presumption applies only to encroachments within the Condominium.

18.2 Encroachments as Result of Authorized Work or Shifting or Other Movement. If any portion of any Common Element encroaches on any Unit or if any portion of a Unit encroaches on any Common Element, as a result of the duly-authorized construction, reconstruction or repair of the Building or any Improvement, or the shifting, settlement, or other movement of any portion of the Building or any Improvement, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the Building or Improvement stands. Additionally, the Common Elements may encroach on public rights of way pursuant to special privileges granted to the Association, and the Association shall pay annual fees to the municipality associated with such special privileges.

18.3 Easements. The Association shall have and may grant permits, licenses and easements over the Common Elements for utilities, roads, completion or repair of Improvements and other purposes necessary for the proper operation of the Condominium, including without limitation a reciprocal easement benefitting the Condominium and the property adjoining the Condominium to the west by which both properties shall have the beneficial use of a sidewalk along the border of the properties, which easement the adjoining property owner may terminate at any time .

18.4 Right of Entry. The Association shall have an irrevocable right and an easement to enter Units to complete or make repairs to Common Elements when reasonably necessary for public safety, to prevent damage to other portions of the Condominium or to remedy the Unit Owner's failure to perform his or her maintenance, repair or replacement obligations as described above. Except in cases involving manifest danger to public safety or property, the Association shall make a reasonable effort to give notice to the owner of any Unit to be entered for any such purpose. No entry by the Association for the purposes specified in this Section may be considered a trespass.

18.5 Easements Included in Transfers of Units. A transfer or other disposition of a Unit shall include and be subject to any easement arising under the provisions of this Section without specific or particular reference to the easement.

18.6 Easement to Use Common Elements. Each Unit Owner shall have a valid nonexclusive easement for the use of Common Elements and other facilities, subject only to limited regulation by the Association (such as provisions for guest parking, reservation of the clubhouse, fees for clubhouse use or closing for repairs). A Unit Owner's rights to use the Common Elements are further subject to temporary suspension because (a) the Unit Owner has failed to pay Assessments, but such suspension shall be limited to the period in which he or she has failed to pay such Assessments; or (b) the Unit Owner has failed to abide by the Association's rules for use of the Common Elements.

18.7 Easement to Rooftop Unit. The Rooftop Unit owner and its assigns shall retain an easement over the Common Elements to access the Rooftop Unit to install, repair, replace and otherwise service the Rooftop Unit and its Improvements.

18.8 Other Matters Affecting Title. The Condominium is subject to the recorded easements, restrictions and other matters (the "Permitted Encumbrances") described on Exhibit D to the original Declaration, including a Party Wall Agreement creating rights and obligations in the Property and certain real property to the west of the Property.

ARTICLE 19
RIGHTS OF MORTGAGE HOLDERS

19.1 Notice. Each Eligible Mortgage Holder, Eligible Guarantor, and Eligible Insurer shall be entitled to receive timely written notice from the Association of the following events:

(a) Any condemnation or casualty loss that affects either a material portion of the Condominium or the unit securing its mortgage.

(b) Any 60-day delinquency in the payment of Assessments or charges owed by the Unit Owner of any Unit on which it holds the mortgage.

(c) A lapse, cancellation or material modification of any insurance policy maintained by the Association; and

(d) Any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders.

19.2 Approval of Removal from Act. Except as provided above in connection with damage to or destruction of the Property or eminent domain, any action to remove all or any part of the Property from the Act must be agreed to by Eligible Mortgage Holders that represent at least 67% of the votes of the mortgaged Units. However, implied approval will be assumed when an Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within 30 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

ARTICLE 20
AMENDMENTS

20.1 Unit Owner Consent. This Declaration may be amended only with the written consent of at least 67% of the Unit Owners. An amendment becomes effective when it is recorded in the same manner as this Declaration. A Unit Owner's written consent is not effective unless it is approved in writing by the first mortgagee of the Unit, if any, to the extent the same is required by the Act. Approval from the first mortgage lender or equivalent security interest holder on a Unit, or the Person servicing the first mortgage loan or its equivalent, constitutes approval of the first mortgagee or equivalent security interest holder under this Section.

20.2 Eligible Mortgage Holder Consent. Amendments to this Declaration changing any of the provisions governing the following matters may be amended only with the written consent of Eligible Mortgage Holders that represent at least 51% of the votes of Units that are subject to mortgages held by Eligible Mortgage Holders:

(a) Voting rights;

(b) Increases in Assessments that raise the previously assessed amount by more than 25%, assessment liens or the priority of assessment liens;

(c) Reduction in reserves for maintenance, repair and replacement of Common Elements;

(d) Responsibility for maintenance and repairs;

(e) Reallocation of interests in the Common Elements or Limited Common Elements, or rights to their use;

(f) Redefinition of any Unit boundaries;

(g) Convertibility of Units into Common Elements or vice versa;

(h) Expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;

(i) Hazard or fidelity insurance requirements;

(j) Imposition of any restriction on the leasing of Units;

(k) Imposition of any restrictions on Unit Owners' right to sell or transfer Units;

(l) A decision by the Association to establish self-management if professional management had been required previously by the Condominium Instruments or by Eligible Mortgage Holders;

(m) Restoration or repair of the Condominium after damage or partial condemnation in a manner other than that specified in the Condominium Instruments;

(n) Any provisions that expressly benefit mortgage holders, insurers or guarantors.

ARTICLE 21
SERVICE OF PROCESS

Service of process on the Association shall be made on the Association's Registered Agent.

The name and address of the Association's Registered Agent shall be listed on file with the Wisconsin Department of Financial Institutions.

ARTICLE 22
CLAIMS AND REMEDIES

22.1 Owner Claims. Mediation and Arbitration Requirements. In the event that a Unit Owner or resident has a claim to assert against the Association, that claim must be (a) mediated

with both sides paying half the cost of the mediator; or (b) arbitrated with both sides paying half the cost of the arbitration; and (c) brought within one year of the date that the Unit Owner or resident knew or should have known of the underlying facts giving rise to the claim.

22.2 Attorney's Fees. The prevailing party in any claim brought by or against the Association or a Board member by a Unit Owner or resident shall be entitled to recover their attorney's fees and costs. In addition, for any claim that is mediated or arbitrated as set forth in Section 22.1 above, the Association is entitled to recover its pre-mediation and/or pre-arbitration attorney's fees and costs if it is ultimately the prevailing party.

22.3 Damages. The Association may assess a Unit Owner the actual damages the Association incurs from the Unit Owner's (its residents, occupants, or guests) failure to abide by the Condominium Declaration, Bylaws, or Rules and Regulations (the "Condominium Documents"). Where appropriate, the Association may also fine for violations of the Condominium Documents as set forth in the Rules and Regulations. The Association may also assess to the Unit Owner interest and late fees on unpaid fines and assessments, as well as attorney's fees and costs incident to the Unit Owner's failure to abide by the condominium documents. In addition, the Association shall establish a grievance procedure as set forth in the Rules and Regulations.

ARTICLE 23
RULES OF CONSTRUCTION

23.1 Liberal Construction. The provisions of the Condominium Instruments shall be liberally construed to facilitate the creation and operation of the Condominium.

23.2 Severability. All provisions of the Condominium Instruments are severable and the invalidity of one provision does not affect the validity of any other provision.

23.3 Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived because of lack of enforcement, irrespective of the number of violations or breaches which may occur or any time lapse.

23.4 Conflicts. If there is any conflict between any provisions of this Declaration and any provisions of the Plat, the Bylaws or the Rules, the provisions of this Declaration shall control. If there is any conflict between any provisions of any of the Condominium Instruments and any provisions of the Bylaws or the Rules, the provisions of the Condominium Instruments shall control. If there is any conflict between any provisions of any of the Condominium Instruments and any provisions of the Act, the provisions of the Act shall control.

23.5 Incorporation. The Condominium Instruments shall be construed together and are determined to incorporate one another to the extent that any requirement of the Act applying to one instrument is satisfied if the deficiency can be corrected by reference to any of the others.

This First Amended and Restated Declaration complies with the requirements of the Declaration, and the applicable law, Wis. Stat. § 703.09(2), in that it has been approved by the written consent of Unit owners with not less than sixty-seven percent (67%) of the Unit Owners

in the Association, and such consents have been approved by the mortgagees or holders of equivalent security interest in the Units to the extent required by the Act.

IN WITNESS WHEREOF, the Association has executed this First Amended and Restated Declaration of Condominium for The Breakwater Condominium this 07 day of April, 2021.

BREAKWATER CONDOMINIUM ASSOCIATION, INC., a Wisconsin Non-Stock Corporation,

By: _____
Paul Berenson
President

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

This document was acknowledged before me by Paul Berenson, as President of Breakwater Condominium Association, Inc. on this 7 day of April, 2021.



_____
Notary Public, State of Wisconsin
Name: Gregory Hempel
My Commission Expires: 02/18/2023

EXHIBIT A

Legal Description

Units 301, 302, 303, 304, 305, 306, 401, 402, 403, 404, 405, 406, 501, 502, 503, 504, 505, 506, 601, 602, 603, 604, 605, 606, 701, 702, 703, 704, 705, 706, 801, 802, 803, 804, 805, 806, 901, 902, 903, 904, 905, 906, 1001, 1002, 1003, 1004, 1005, 1006, 1101, 1102, 1103, 1104, 1105, 1106, 1201, 1202, 1203, 1204, 1205, 1206, 1301, 1302, 1303, 1304, 1305, 1306, 1401, 1402, 1403, 1404, 1405, 1406, 1501, 1502, 1503, 1504, 1505, 1506, 1601, 1602, 1603, 1604, 1606, 1701, 1703, 1704, 1706, 1801, 1803, 1804, 1806, 1901, 1903, 1904, 1906, 2001, 2002, 2003, 2004, 2005, 2006, Unit 101 The Rooftop, Garage Unit 1, Parking Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 101, 102 , 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 201, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254 and 255 in The Breakwater Condominium(s) created by a "Declaration of Condominium" recorded on March 17, 2009, in the Office of the Register of Deeds for Milwaukee County, Wisconsin, as Document 9711968, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto, located in the City of Milwaukee, Milwaukee County, Wisconsin.

EXHIBIT B

Tax Key Numbers

Address: 1313 North Franklin Place, Milwaukee, WI 53202-2829

Tax Key	Unit Number
3592131000	Unit 301
3592132000	Unit 302
3592133000	Unit 303
3592134000	Unit 304
3592135000	Unit 305
3592136000	Unit 306
3592137000	Unit 401
3592138000	Unit 402
3592139000	Unit 403
3592140000	Unit 404
3592141100	Unit 405
3592142000	Unit 406
3592143000	Unit 501
3592144000	Unit 502
3592145000	Unit 503
3592146000	Unit 504
3592147000	Unit 505
3592148000	Unit 506
3592149000	Unit 601
3592150000	Unit 602
3592151100	Unit 603
3592152000	Unit 604
3592153000	Unit 605
3592154000	Unit 606
3592155000	Unit 701
3592156000	Unit 702
3592157000	Unit 703
3592158000	Unit 704
3592159000	Unit 705
3592160000	Unit 706
3592161000	Unit 801
3592162000	Unit 802
3592163000	Unit 803
3592164000	Unit 804
3592165100	Unit 805
3592166000	Unit 806
3592167100	Unit 901
3592168000	Unit 902
3592169000	Unit 903

Tax Key	Unit Number
3592170000	Unit 904
3592171110	Unit 905
3592172000	Unit 906
3592173000	Unit 1001
3592174000	Unit 1002
3592175000	Unit 1003
3592176100	Unit 1004
3592177000	Unit 1005
3592178000	Unit 1006
3592179000	Unit 1101
3592180000	Unit 1102
3592181000	Unit 1103
3592182000	Unit 1104
3592183100	Unit 1105
3592184000	Unit 1106
3592185100	Unit 1201
3592186000	Unit 1202
3592187000	Unit 1203
3592188000	Unit 1204
3592189000	Unit 1205
3592190000	Unit 1206
3592191000	Unit 1301
3592192000	Unit 1302
3592193000	Unit 1303
3592194000	Unit 1304
3592195000	Unit 1305
3592196000	Unit 1306
3592197000	Unit 1401
3592198100	Unit 1402
3592199000	Unit 1403
3592200000	Unit 1404
3592201000	Unit 1405
3592202000	Unit 1406
3592203110	Unit 1501
3592204000	Unit 1502
3592205000	Unit 1503
3592206000	Unit 1504
3592207000	Unit 1505
3592208000	Unit 1506
3592209000	Unit 1601
3592210000	Unit 1602
3592211000	Unit 1603
3592212000	Unit 1604
3592213000	Unit 1606

Tax Key	Unit Number
3592214000	Unit 1701
3592215000	Unit 1703
3592216000	Unit 1704
3592217000	Unit 1706
3592218000	Unit 1801
3592219000	Unit 1803
3592220000	Unit 1804
3592221000	Unit 1806
3592222000	Unit 1901
3592223000	Unit 1903
3592224000	Unit 1904
3592225000	Unit 1906
3592226000	Unit 2001
3592227000	Unit 2002
3592228000	Unit 2003
3592229000	Unit 2004
3592230000	Unit 2005
3592231000	Unit 2006
3592232000	Unit 101 The Rooftop

EXHIBIT C

Percentage Interests

Unit Number	Number of Bedrooms	Assessment Share (A multiplier of 1 for a 1-bedroom, 1.25 for a 2-bedroom, and 1.75 for a 3-bedroom)	Percentage Interest in Common Elements (calculated the same way as Assessment Share)	Votes per Unit
301	2	1.25	0.9728%	1
302	1	1	0.7782%	1
303	2	1.25	0.9728%	1
304	2	1.25	0.9728%	1
305	1	1	0.7782%	1
306	2	1.25	0.9728%	1
401	2	1.25	0.9728%	1
402	1	1	0.7782%	1
403	2	1.25	0.9728%	1
404	2	1.25	0.9728%	1
405	1	1	0.7782%	1
406	2	1.25	0.9728%	1
501	2	1.25	0.9728%	1
502	1	1	0.7782%	1
503	2	1.25	0.9728%	1
504	2	1.25	0.9728%	1
505	1	1	0.7782%	1
506	2	1.25	0.9728%	1
601	2	1.25	0.9728%	1
602	1	1	0.7782%	1
603	2	1.25	0.9728%	1
604	2	1.25	0.9728%	1
605	1	1	0.7782%	1
606	2	1.25	0.9728%	1
701	2	1.25	0.9728%	1
702	1	1	0.7782%	1
703	2	1.25	0.9728%	1
704	2	1.25	0.9728%	1
705	1	1	0.7782%	1
706	2	1.25	0.9728%	1
801	2	1.25	0.9728%	1

Unit Number	Number of Bedrooms	Assessment Share (A multiplier of 1 for a 1-bedroom, 1.25 for a 2-bedroom, and 1.75 for a 3-bedroom)	Percentage Interest in Common Elements (calculated the same way as Assessment Share)	Votes per Unit
802	1	1	0.7782%	1
803	2	1.25	0.9728%	1
804	2	1.25	0.9728%	1
805	1	1	0.7782%	1
806	2	1.25	0.9728%	1
901	2	1.25	0.9728%	1
902	1	1	0.7782%	1
903	2	1.25	0.9728%	1
904	2	1.25	0.9728%	1
905	1	1	0.7782%	1
906	2	1.25	0.9728%	1
1001	2	1.25	0.9728%	1
1002	1	1	0.7782%	1
1003	2	1.25	0.9728%	1
1004	2	1.25	0.9728%	1
1005	1	1	0.7782%	1
1006	2	1.25	0.9728%	1
1101	2	1.25	0.9728%	1
1102	1	1	0.7782%	1
1103	2	1.25	0.9728%	1
1104	2	1.25	0.9728%	1
1105	1	1	0.7782%	1
1106	2	1.25	0.9728%	1
1201	2	1.25	0.9728%	1
1202	1	1	0.7782%	1
1203	2	1.25	0.9728%	1
1204	2	1.25	0.9728%	1
1205	1	1	0.7782%	1
1206	2	1.25	0.9728%	1
1301	2	1.25	0.9728%	1
1302	1	1	0.7782%	1
1303	2	1.25	0.9728%	1
1304	2	1.25	0.9728%	1
1305	1	1	0.7782%	1

Unit Number	Number of Bedrooms	Assessment Share (A multiplier of 1 for a 1-bedroom, 1.25 for a 2-bedroom, and 1.75 for a 3-bedroom)	Percentage Interest in Common Elements (calculated the same way as Assessment Share)	Votes per Unit
1306	2	1.25	0.9728%	1
1401	2	1.25	0.9728%	1
1402	1	1	0.7782%	1
1403	2	1.25	0.9728%	1
1404	2	1.25	0.9728%	1
1405	1	1	0.7782%	1
1406	2	1.25	0.9728%	1
1501	2	1.25	0.9728%	1
1502	1	1	0.7782%	1
1503	2	1.25	0.9728%	1
1504	2	1.25	0.9728%	1
1505	1	1	0.7782%	1
1506	2	1.25	0.9728%	1
1601	2	1.25	0.9728%	1
1602	1	1	0.7782%	1
1603	2	1.25	0.9728%	1
1604	3	1.75	1.3619%	1
1606	3	1.75	1.3619%	1
1701	3	1.75	1.3619%	1
1703	3	1.75	1.3619%	1
1704	3	1.75	1.3619%	1
1706	3	1.75	1.3619%	1
1801	3	1.75	1.3619%	1
1803	3	1.75	1.3619%	1
1804	3	1.75	1.3619%	1
1806	3	1.75	1.3619%	1
1901	3	1.75	1.3619%	1
1903	3	1.75	1.3619%	1
1904	3	1.75	1.3619%	1
1906	3	1.75	1.3619%	1
2001	3	1.75	1.3619%	1
2002	2	1.25	0.9728%	1
2003	3	1.75	1.3619%	1
2004	3	1.75	1.3619%	1

Unit Number	Number of Bedrooms	Assessment Share (A multiplier of 1 for a 1-bedroom, 1.25 for a 2-bedroom, and 1.75 for a 3-bedroom)	Percentage Interest in Common Elements (calculated the same way as Assessment Share)	Votes per Unit
2005	2	1.25	0.9728%	1
2006	3	1.75	1.3619%	1
		128.5	100%	

EXHIBITS

A. Legal Description of Property
B. Description of Units and Common Elements
D. Permitted Encumbrances

Drafted by:
John M. Wirth
Mallery & Zimmerman, S.C.
Suite 900
731 North Jackson Street
Milwaukee, Wisconsin 53202
telephone: 414-727-6276
facsimile: 414-727-6306
e-mail: jwirth@mzmilw.com

EXHIBIT A

Legal Description of Property

PARCEL A:

ALL THAT PART OF PARCEL TWO (2) OF CERTIFIED SURVEY MAP NO. 6603, RECORDED IN THE OFFICE OFTHE REGISTER OF DEEDS FOR MILWAUKEE COUNTY, WISCONSIN ON DECEMBER 29, 1998 IN REEL 4466, IMAGES 1316 TO 1318, INCLUSIVE, AS DOCUMENT NUMBER 7658730, WHICH WAS FORMERLY DESCRIBED AS FOLLOWS:

ALL OF LOTS 1, 2, 4, 5 AND 7, ALL IN SUBDIVISION OF LOTS 4 AND A PART OF LOT 3, IN BLOCK 196, IN ROGERS ADDITION, IN THE SOUTHEAST 1/4 OF SECTION 21, IN TOWNSHIP 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.

PARCEL B:

ALL THAT PART OF PARCEL TWO (2) OF CERTIFIED SURVEY MAP NO. 6603, RECORDED IN THE OFFICE OFTHE REGISTER OF DEEDS FOR MILWAUKEE COUNTY, WISCONSIN ON DECEMBER 29, 1998 IN REEL 4466, IMAGES 1316 TO 1318, INCLUSIVE, AS DOCUMENT NUMBER 7658730, WHICH WAS FORMERLY A PART OF:

THE WEST 140 FEET OF LOT 5 AND THE WEST 140 FEET OF THE SOUTH 21 FEET OF LOT 6, BLOCK 196, ROGERS' ADDITION TO MILWAUKEE IN FRACTIONAL LOTS 7 AND 8 IN SECTION 21, TOWNSHIP 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE AND STATE OF WISCONSIN.

SAID PARCELS A AND B ALSO BEING DESCRIBED AS:

ALL OF PARCEL TWO (2) OF CERTIFIED SURVEY MAP NO. 6603, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY, WISCONSIN ON DECEMBER 29, 1998 IN REEL 4466, IMAGES 1316 TO 1318, INCLUSIVE, AS DOCUMENT NUMBER 7658370, BEING A DIVISION OF A PART OF LOTS 5 AND 6, IN BLOCK 196, ROGERS' ADDITION TO MILWAUKEE IN FRACTIONAL LOTS 7 AND 8 AND LOTS 1, 2, 4, 5 AND 7 ALL IN SUBDIVISION OF LOTS 4 AND A PART OF LOT 3, IN BLOCK 196 IN ROGERS ADDITION, IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, IN TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.

TAX KEY NO. 359-1382-0

EXHIBIT B

Description of Units and Common Elements

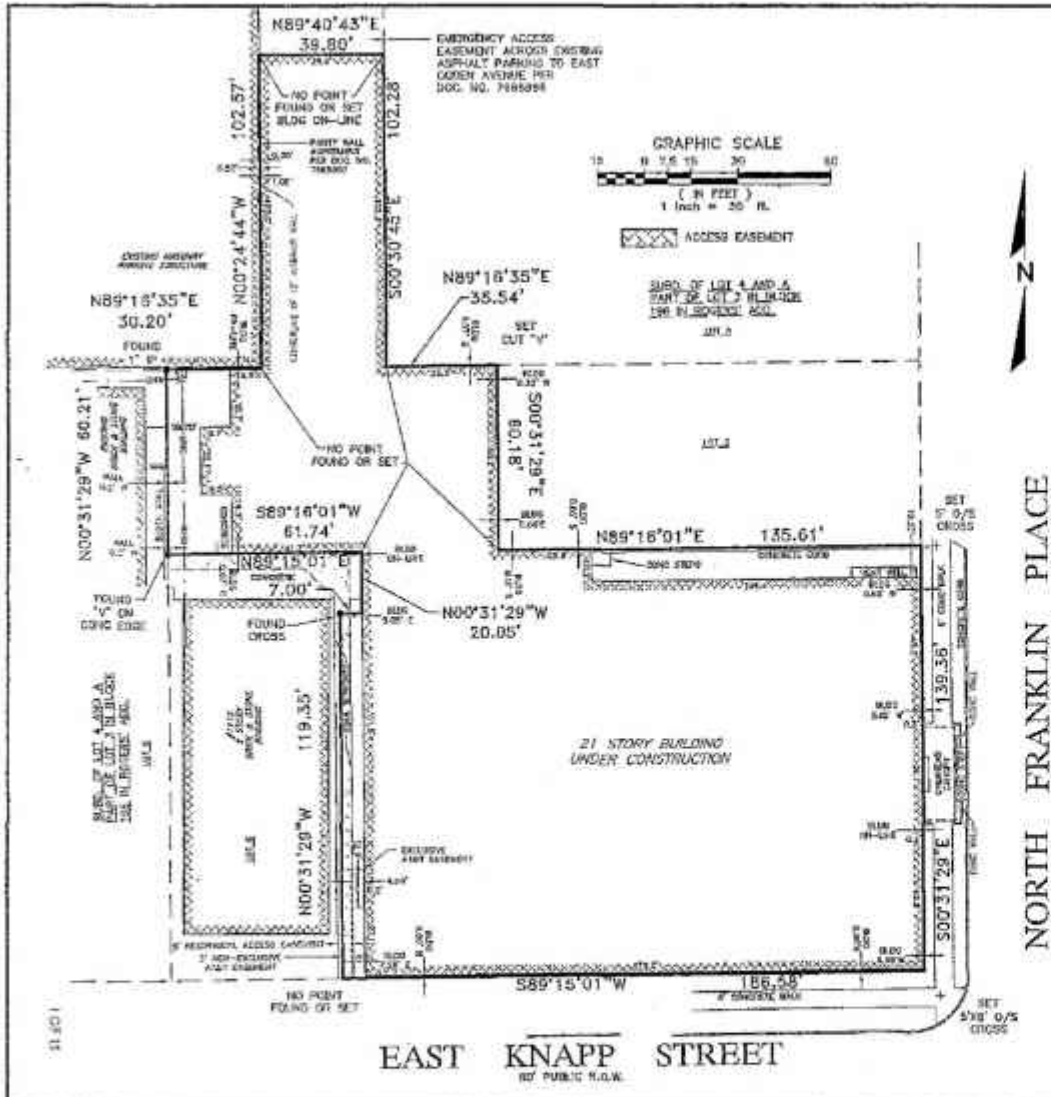
THE BREAKWATER CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

KNOWN AS 1132 EAST KNAPP STREET, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN

PARCEL TWO (2) OF CERTIFIED SURVEY MAP NO. 6903, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY, WISCONSIN ON DECEMBER 29, 1993 IN REEL 4466, IMAGE 1316, AS DOCUMENT NO. 7658370, BEING A DIVISION OF A PART OF LOTS 5 AND 6, IN BLOCK 196, OF ROGERS ADDITION TO MILWAUKEE IN FRACTIONAL LOTS 7 AND 8, AND LOTS 1, 2, 4, 5 AND 7, IN SUBDIVISION OF LOT 4 AND PART OF LOT 3, IN BLOCK 196, IN ROGERS ADDITION, IN THE SOUTHWEST ONE-QUARTER (1/4) OF THE SOUTHEAST ONE-QUARTER (1/4) OF SECTION TWENTY-ONE (21), IN TOWNSHIP SEVEN (7) NORTH, RANGE TWENTY-TWO (22) EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

FEBRUARY 13, 2009 — 102576-AJM



NOTES:

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

2. REFER TO SECTION 1.20 OF THE ORIGINAL DECLARATION OF CONDOMINIUM FOR DESCRIPTIONS OF THE LIMITED COMMON ELEMENTS.

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

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

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

DONALD C. CHAPUT, RLS, S-1316

February 27, 2009
DATE

WISCONSIN
DONALD C. CHAPUT
S-1316
BROOKFIELD, WI
LAND SURVEYOR

R.A. Smith National, Inc.
Beyond Surveying and Engineering
16745 W. Bluemound Road, Brookfield WI 53005
262-781-1000 Fax 262-781-7373
www.rasmithnational.com

EXHIBIT B

LOWER LEVEL PARKING

EXHIBIT B

2 of 15

The Breakwater
CONDOMINIUM
1313 N Franklin Place
Milwaukee, WI 53202
Milwaukee County

A development by
RENNER ARCHITECTS
643 E. Erie Street
Milwaukee, WI 53202
(414) 273-6637
(414) 273-6838 - fax

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Checked By: PR Drawn By: CU GS

Date: 10-10-2007
REVISED : 11-14-2008
REVISED : 2-11-2009
REVISED : 3-19-2009
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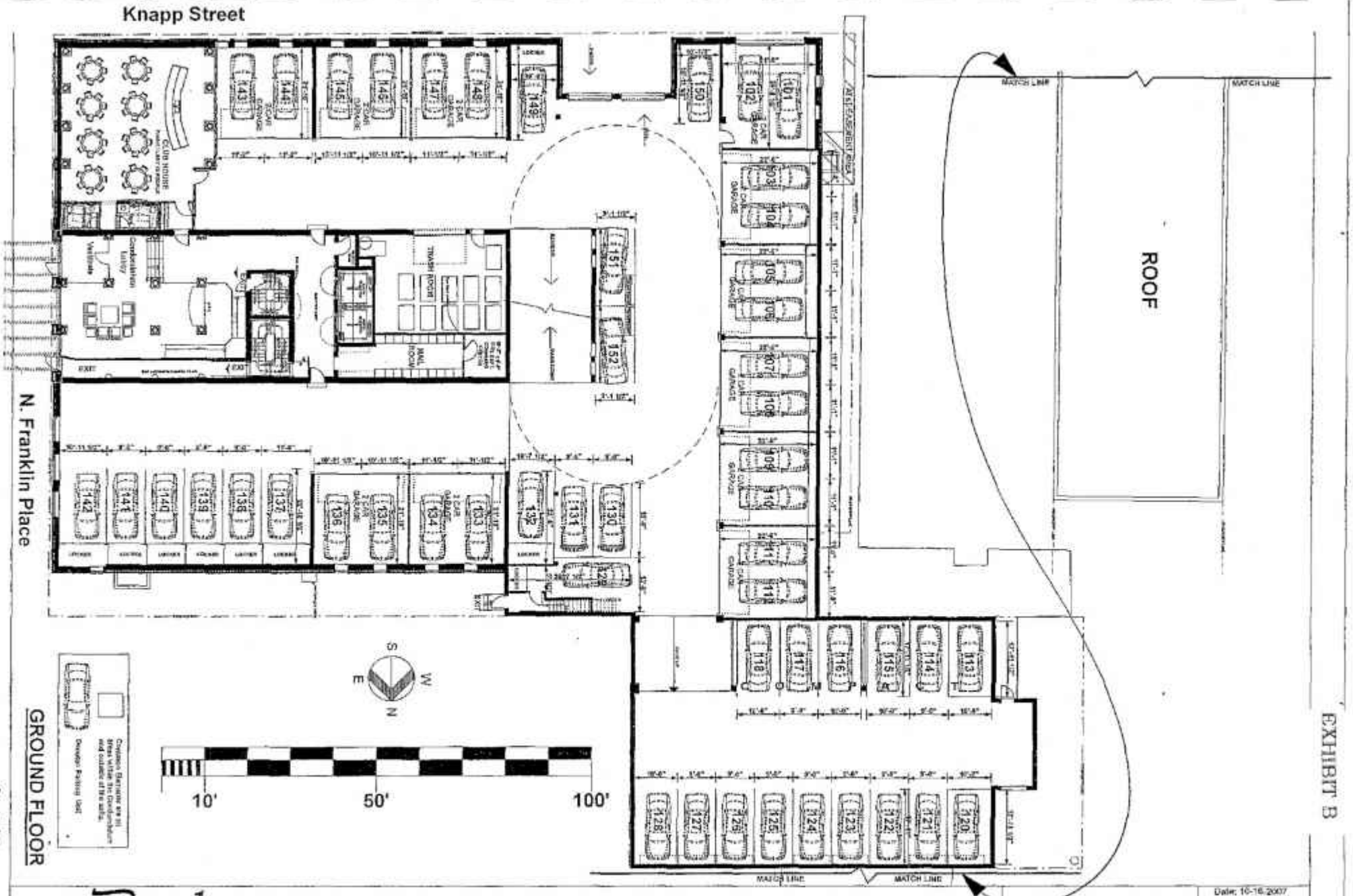

EXHIBIT B

3 of 15

The Breakwater
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Milwaukee, WI 53202
Milwaukee County

A development by
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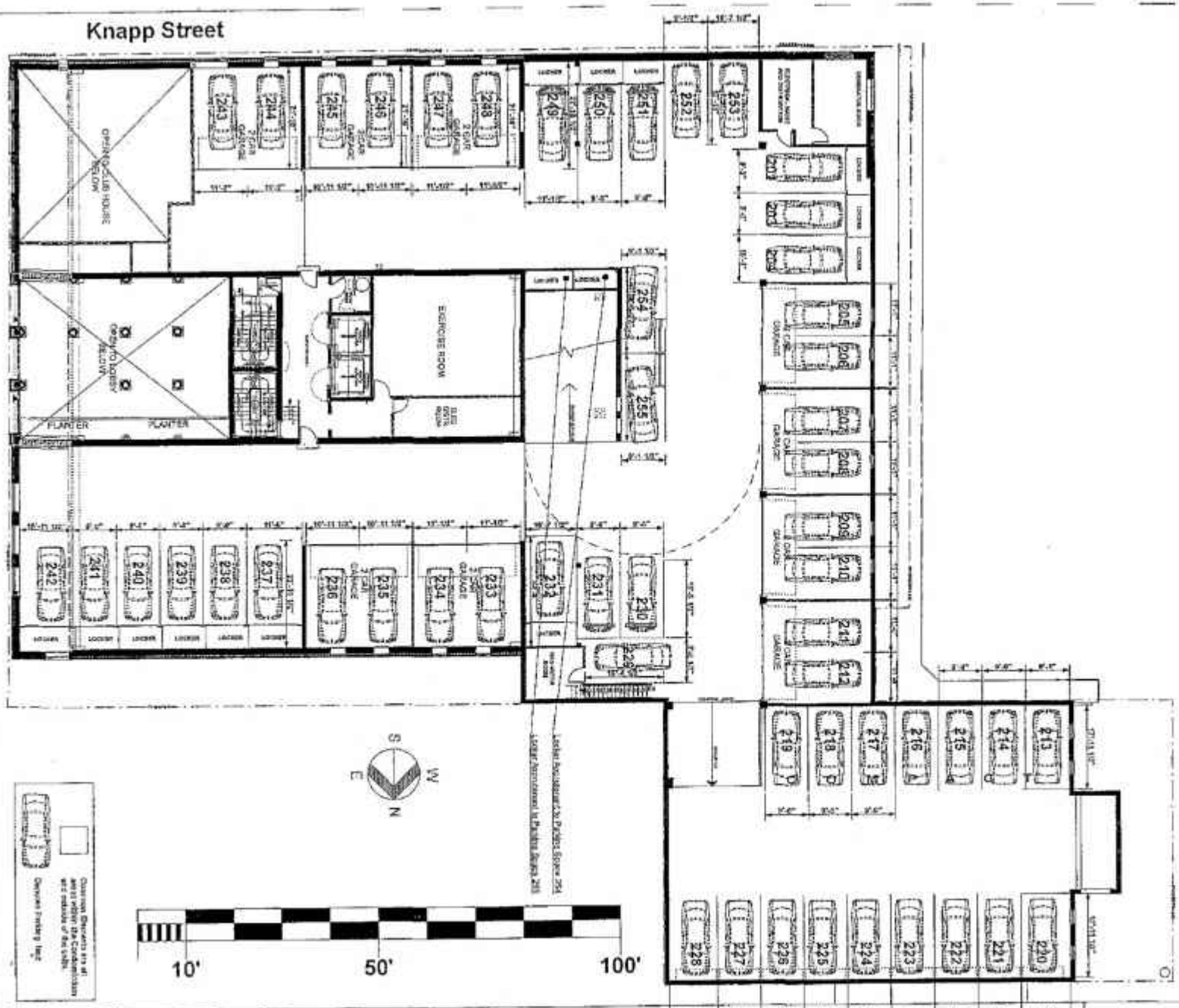

EXHIBIT B

The Breakwater
CONDOMINIUM
1313 N Franklin Place
Milwaukee, WI 53202
Milwaukee County

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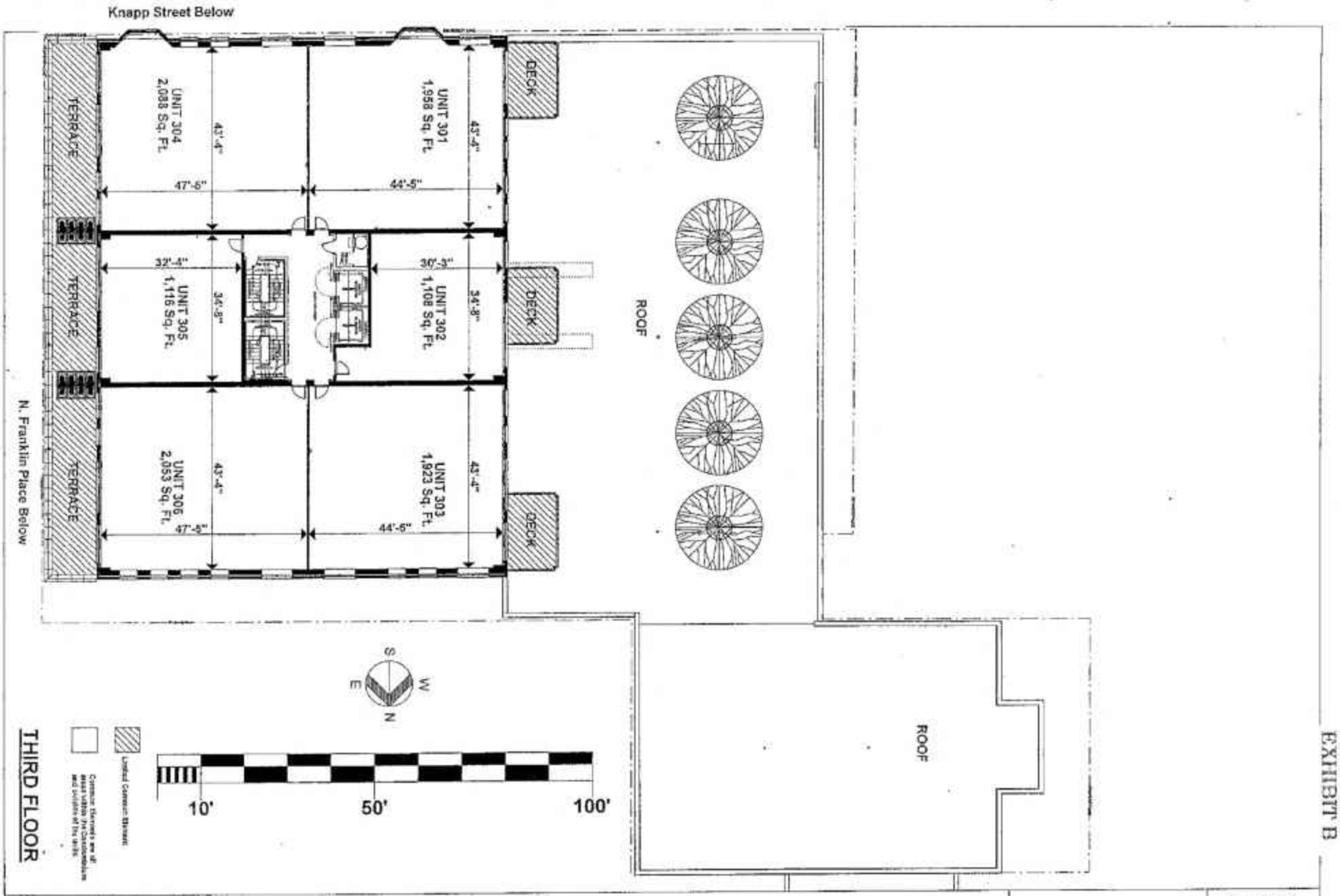

EXHIBIT B

5 of 15

The Breakwater
CONDOMINIUM
1313 N Franklin Place
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Milwaukee County

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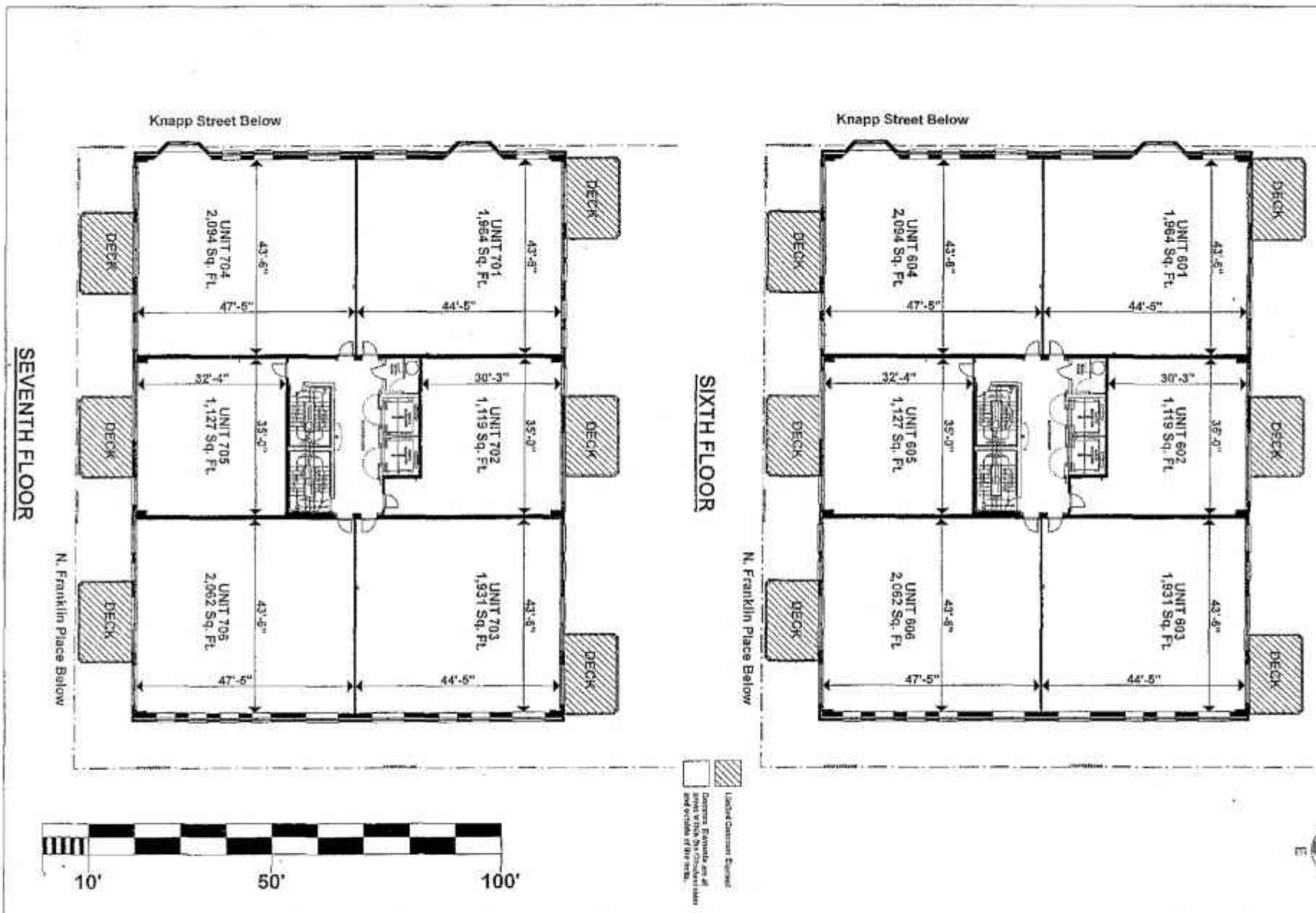

The Breakwater
CONDOMINIUM
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Milwaukee County

A development by
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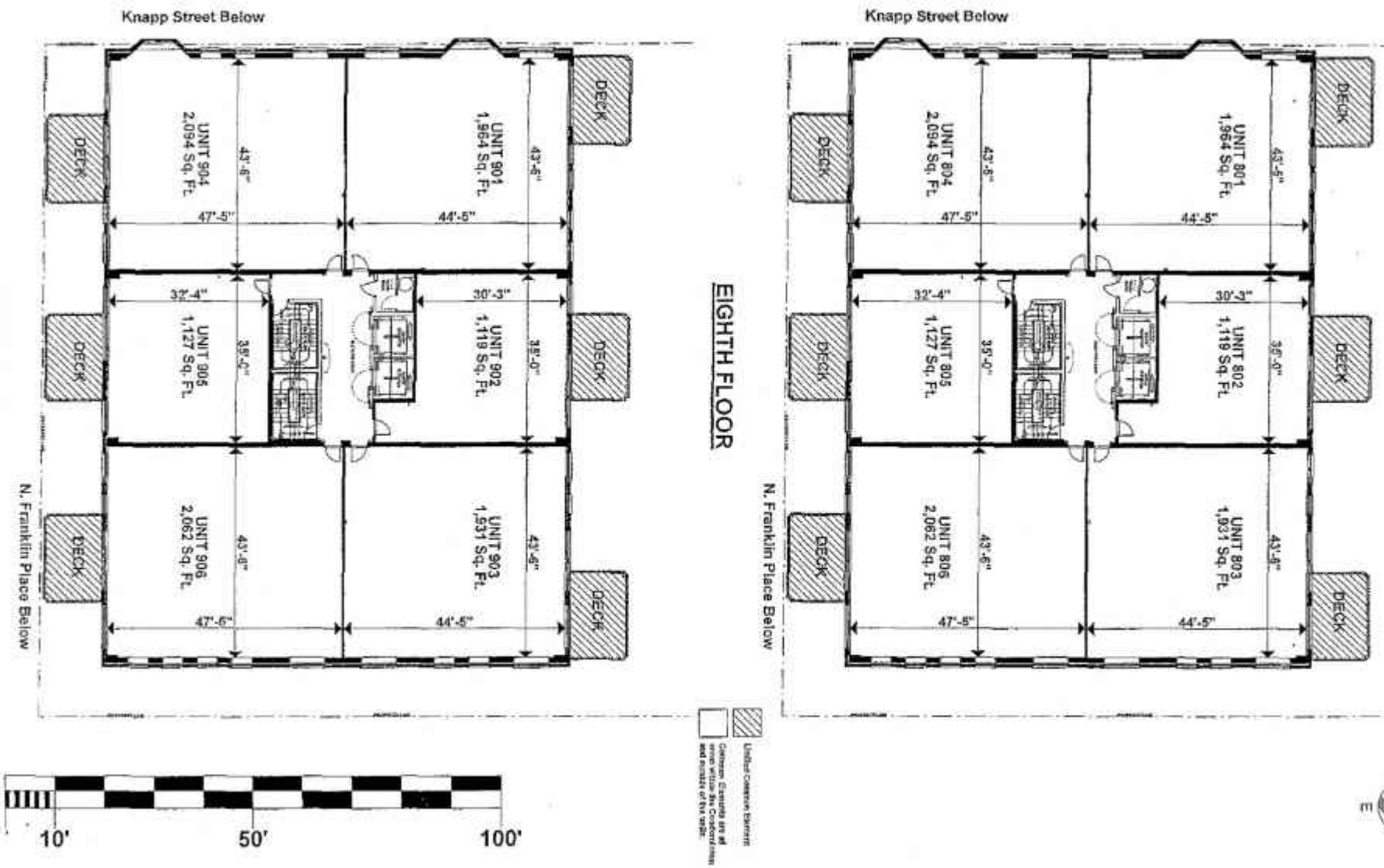

8 of 15

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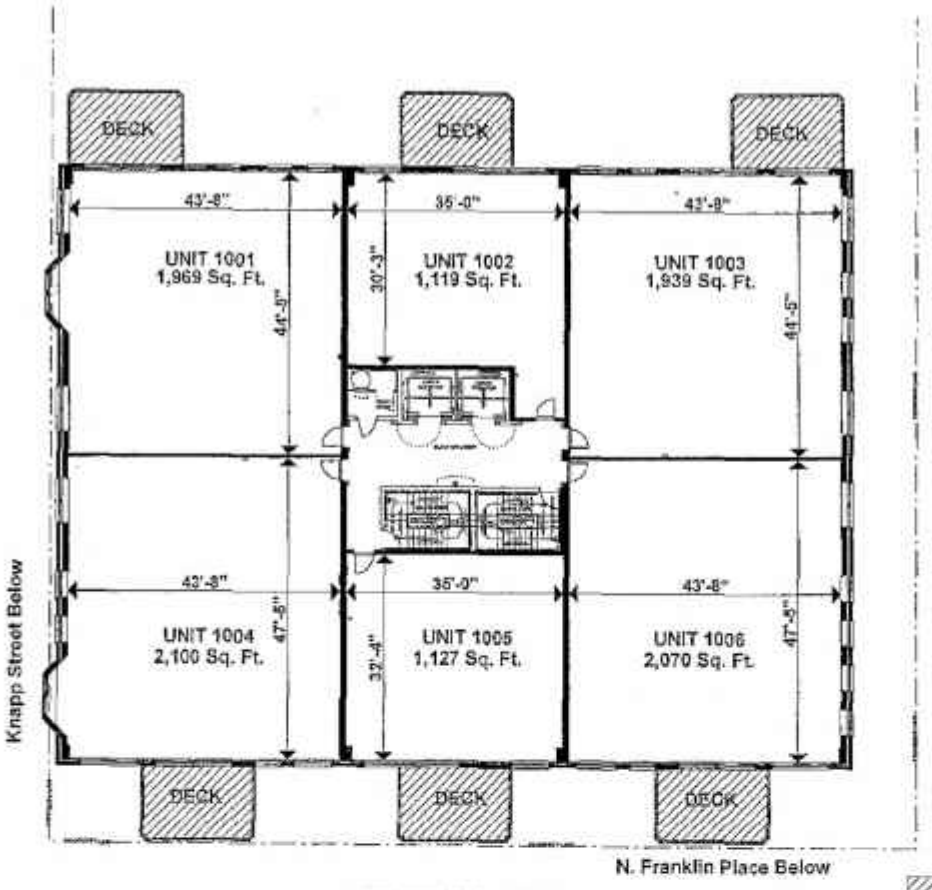
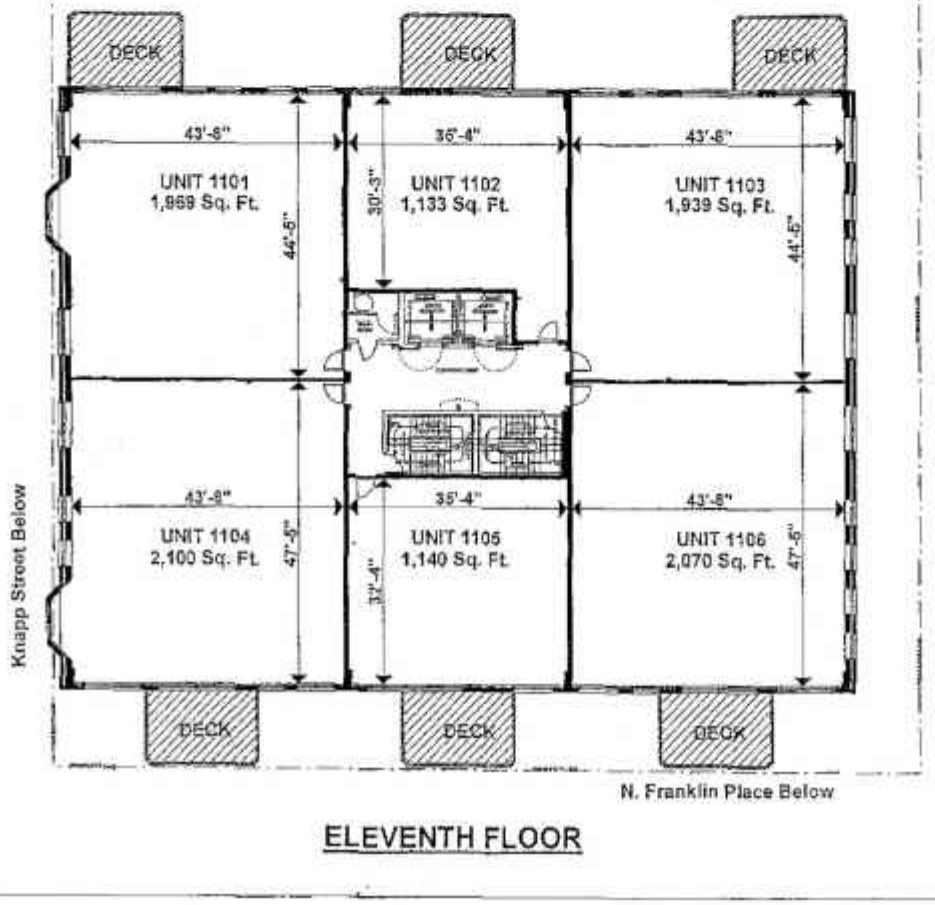


TENTH FLOOR



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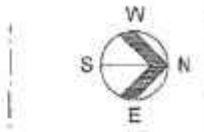
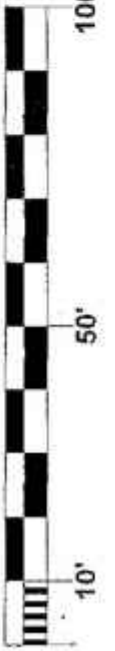


Limited Common Element

Common Elements are all areas within the Condominium and exterior of the units.



Date: 10-16-2007
Date: 2-19-2008
Job #: 52670.00
Sheet:

Scale: (see graphic)
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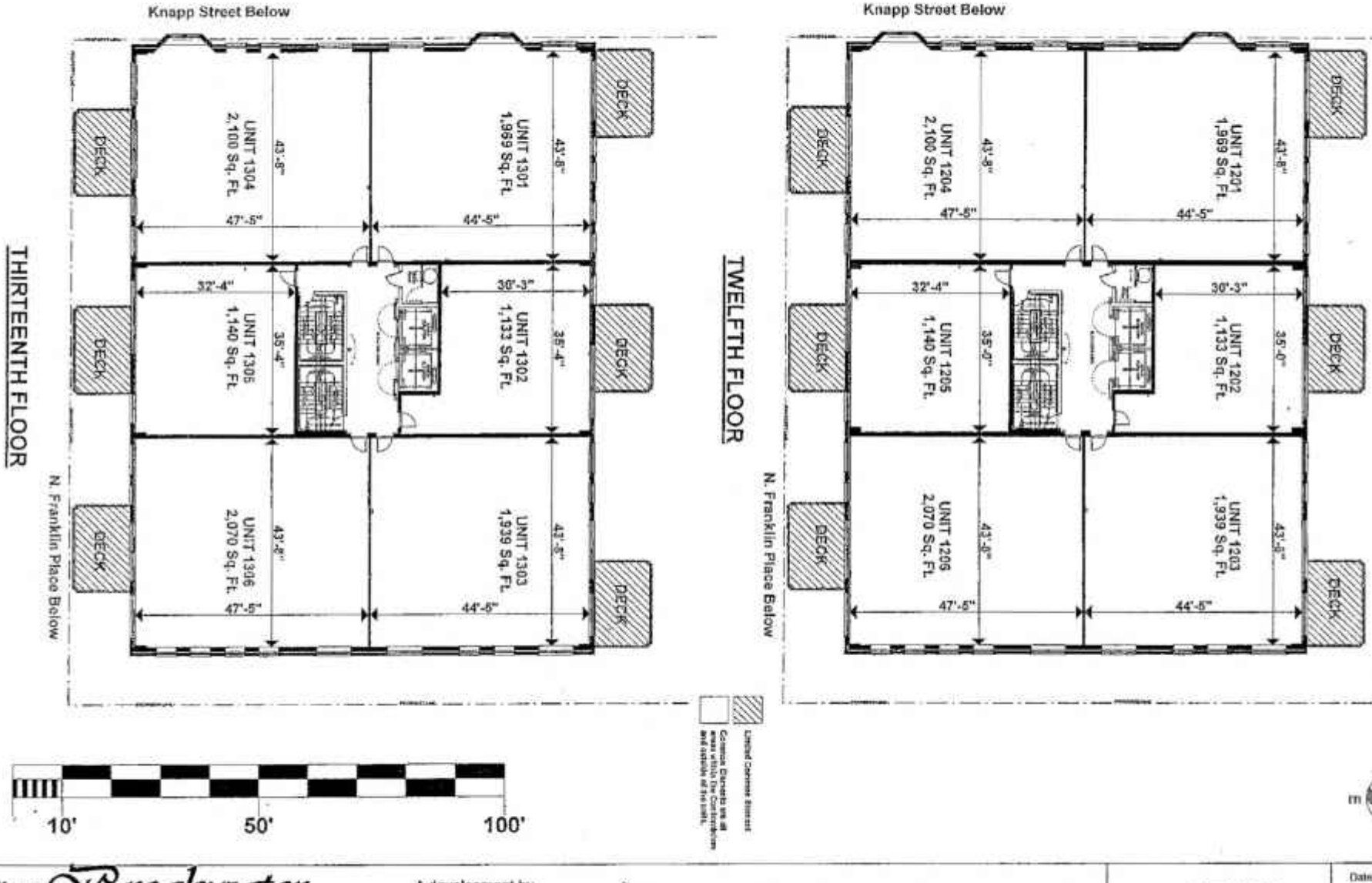

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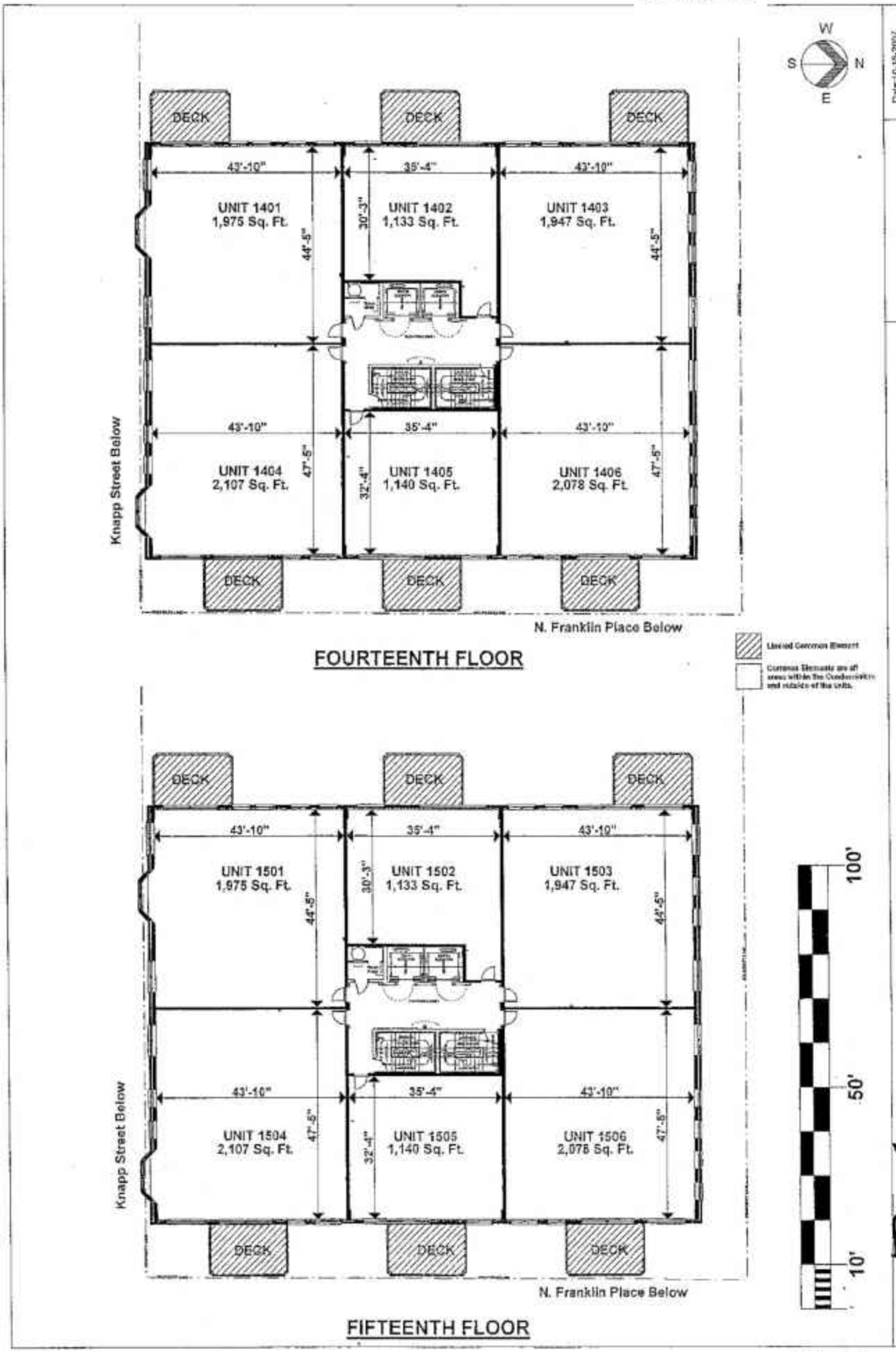
EXHIBIT B



W
S
N
E
DECK
43'-10"
35'-4"
UNIT 1401
1,975 Sq. Ft.
UNIT 1402
1,133 Sq. Ft.
UNIT 1403
1,947 Sq. Ft.
30'-3"
44'-5"
UNIT 1404
2,107 Sq. Ft.
UNIT 1405
1,140 Sq. Ft.
UNIT 1406
2,078 Sq. Ft.
47'-5"
32'-4"
Knapp Street Below
N. Franklin Place Below
FOURTEENTH FLOOR
Limited Common Element
Common Elements are all areas within the Condominium and outside of the units.
UNIT 1501
1,975 Sq. Ft.
UNIT 1502
1,133 Sq. Ft.
UNIT 1503
1,947 Sq. Ft.
UNIT 1504
2,107 Sq. Ft.
UNIT 1505
1,140 Sq. Ft.
UNIT 1506
2,078 Sq. Ft.
FIFTEENTH FLOOR
100'
50'
10'
Date: 10-15-2007
Date: 2-19-2009
Job #: 52070.00
Sheet:
Scale: (see graphic)
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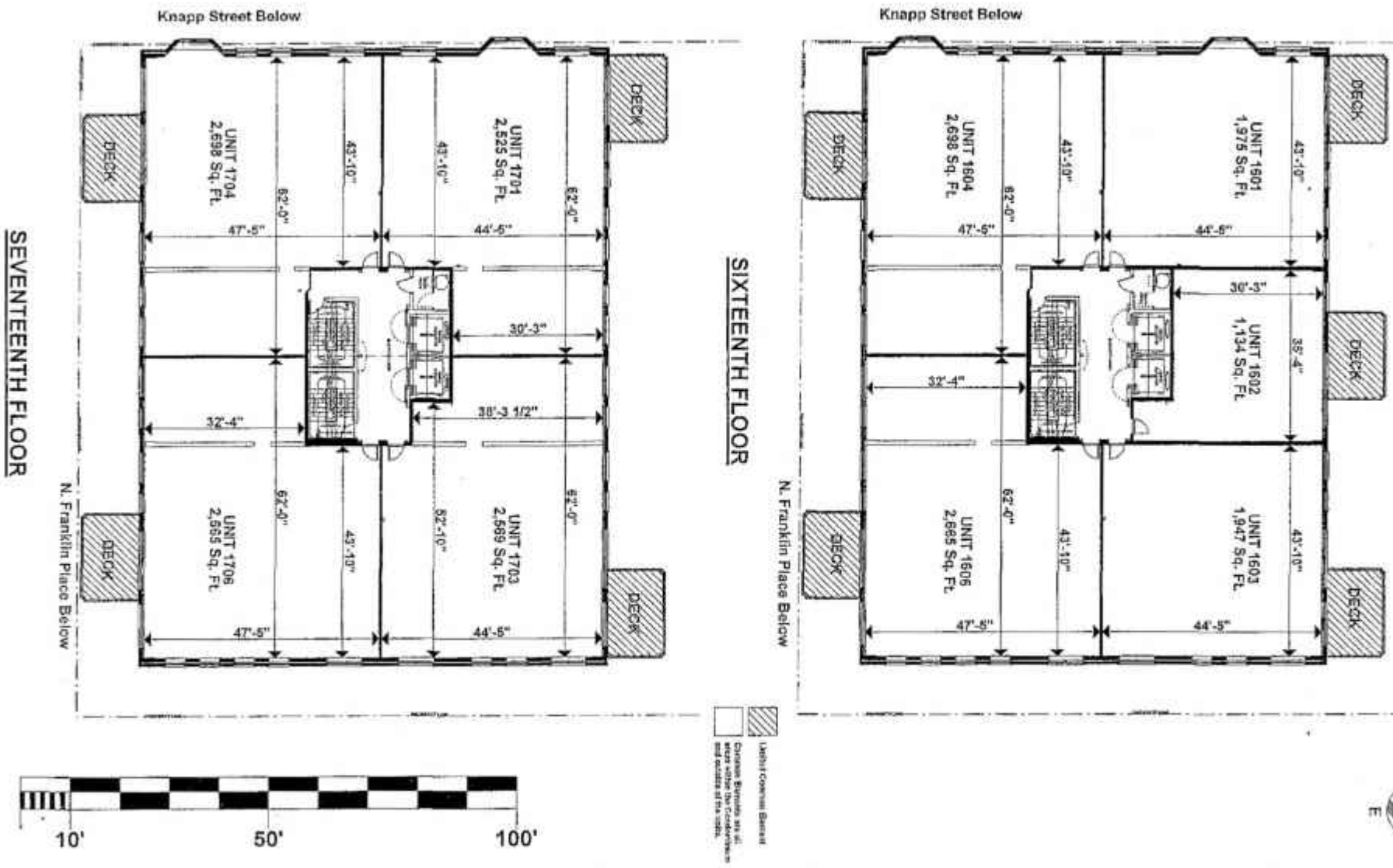

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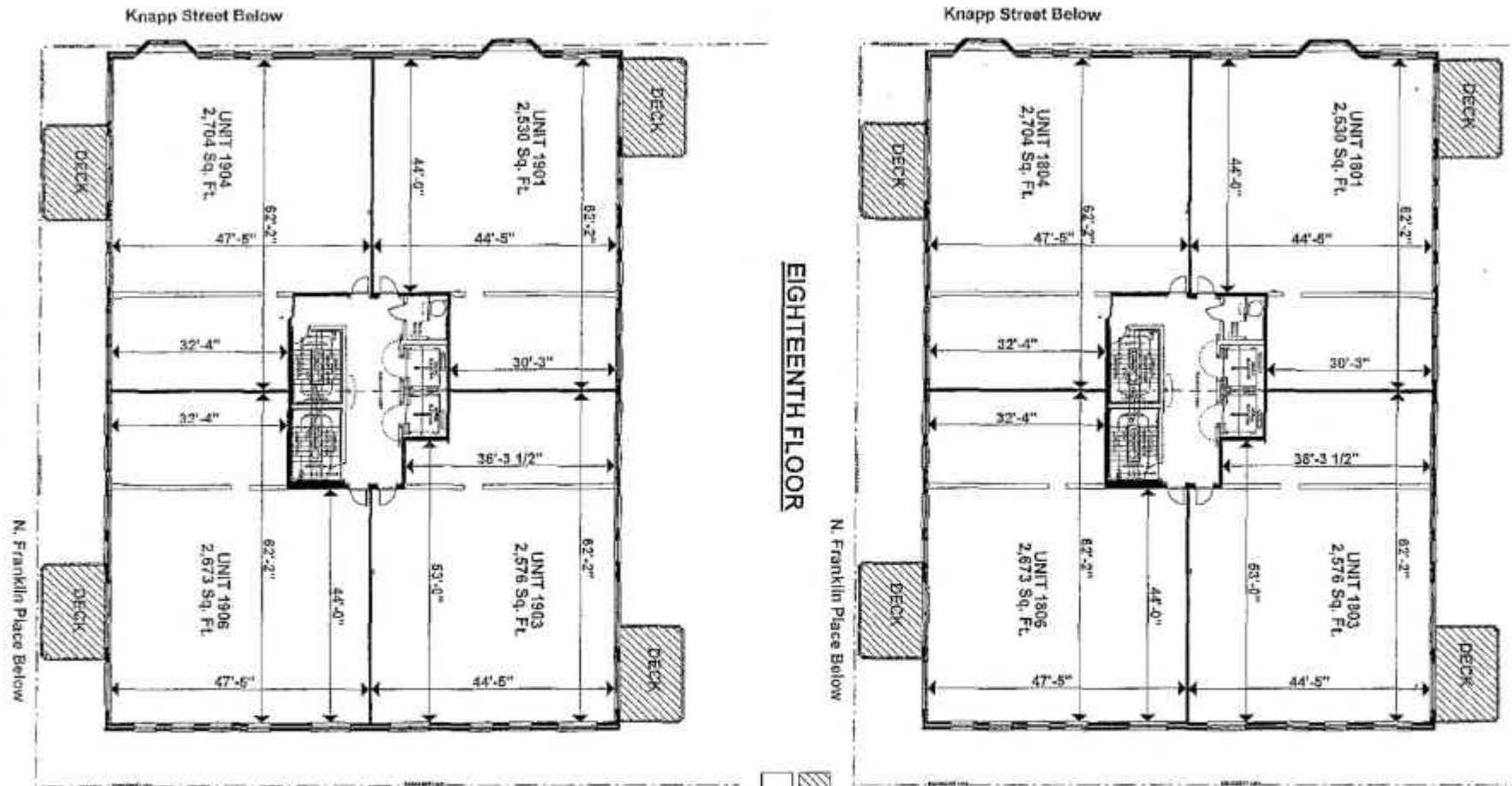

13 of 15

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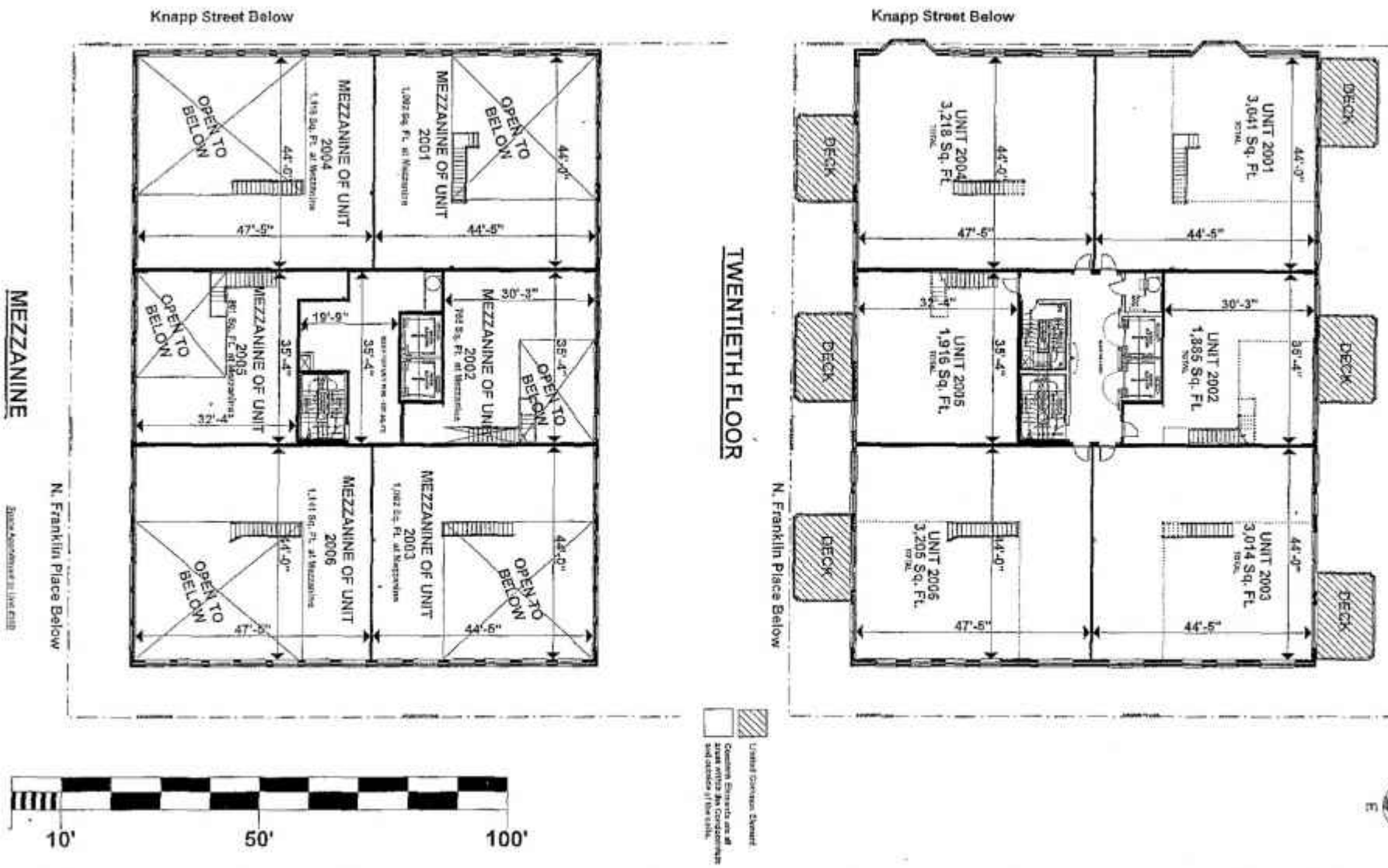

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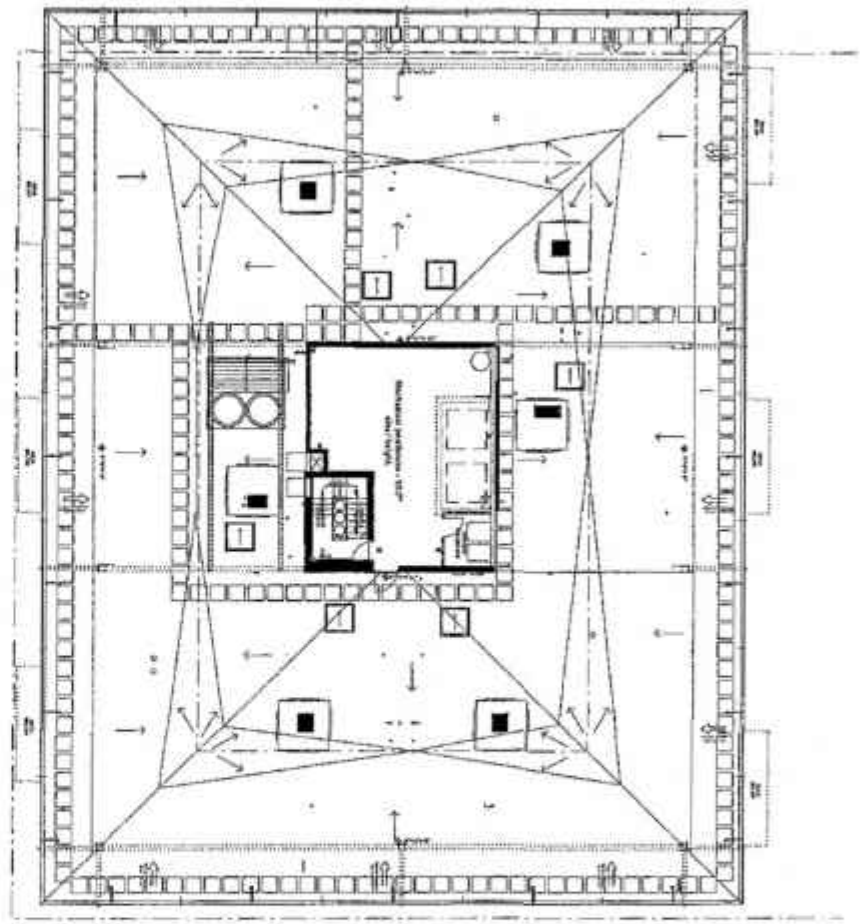
EXHIBIT B

ROOF



50' 100'

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Date: 10-16-2007
Date: 3-19-2009
Job #: 92070.00
Sheet:

EXHIBIT D

Permitted Encumbrances

Restriction as shown on Certified Survey Map No. 6603, recorded December 29, 1998 in the Office of the Register of Deeds for Milwaukee County, Wisconsin as Document Number 7658370, stating:

> That all utility lines to provide electric power and telephone service and cable television or communications systems lines or cables to all lots in the subdivision shall be installed underground in easements provided therfore.

Terms, provision and conditions of a Party Wall Agreement recorded January 12, 1999 in the Office of the Register of Deeds for Milwaukee County, Wisconsin in Reel 4475, Image 2519 as Document Number 7665997.

Covenants, conditions, restrictions and other provisions contained in Easement recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin as Document No. 7665996.

Utility Easement granted by an instrument recorded as Document No. 9627656.

Terms, conditions, restriction and other provisions contained in Easement Agreement with owner of the adjoining property (1112 East Knapp Street) for pedestrian access, garbage removal and maintenance and repair purposes. As of the date of this Declaration, such Easement Agreement has been executed but, upon information and belief, not yet recorded.