NEW COVER SHEET LANGUAGE
REQUIRED AS OF NOVEMBER 1, 2004
(Attach this to Disclosure Papers)

1. THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.

2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY, WITH THE EXCEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONSULT THE DISCLOSURE DOCUMENTS TO WHICH A PARTICULAR EXECUTIVE SUMMARY PERTAINS. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

3. YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU MAY, WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS, DELIVER A REQUEST FOR ANY MISSING DOCUMENTS. IF YOU TIMELY DELIVER A REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

PETRIE & STOCKING S.C.
SUITE 1500
111 EAST WISCONSIN AVENUE
MILWAUKEE, WISCONSIN 53202
TELEPHONE: (414) 276-2850
FACSIMILE: (414) 276-0731
E-MAIL: info@petriestocking.com
WEB SITE: http://www.petriestocking.com

PETRIE & STOCKING
ATTORNEYS AT LAW

February 14, 2005

Milwaukee County Register of Deeds
901 North 9th Street
Milwaukee, WI 53233

Re: Commerce Bluff One Condominium

Dear Sir/Madam:

Enclosed for recording please find an original Statutory Reserve Account Statement from the Commerce Bluff One Condominium. Also enclosed is a check made payable to the Register of Deeds in the amount of $11.00 in payment for the filing fee.

Please file same and return the copy of this letter as proof of filing in the enclosed self addressed stamped envelope.

Should you have any questions regarding the document or need more information, please feel free to call. Thank you for your attention to this matter.

Very truly yours,

PETRIE & STOCKING S.C.

S/ER

Elizabeth Ruthmansdorfer

OVER 110 PETRIE & STOCKING YEARS

COPY

ER:cab

Enclosures

cc: Mr. Wayne Grabowska

STATUTORY RESERVE ACCOUNT STATEMENT

Document Number

Re: Commerce Bluff One Condominium, being a condominium created under the Condominium Ownership Act of the STATE OF WISCONSIN by a "Declaration of Condominium for Commerce Bluff One Condominium", dated the 17th day of November, 2000 and recorded the 22nd day of November, 2000 in the Office of the Register of Deeds for Milwaukee County, Wisconsin, in (Reel)(Vol.) 5542 of Records, at (Images) (Pages) 0690 through 0697, as Document No. 8478783 and by a Condominium Plat (hereinafter "Condominium").

The Condominium (~~shall~~) (shall not) have a Statutory Reserve Account, as described in Wis. Stat. § 703.163, effective January 11, 2005. This determination is made by the (Declarant) (Association with the written consent of a majority of the Unit votes).

If the Condominium will not have a Statutory Reserve Account, it is anticipated that future expenditures for the repair and replacement of the common elements will be funded by: the current reserve account held by Commerce Bluff One Condominium.

Recording Area

Name and Return Address
Daniel J. Miske
Petrie & Stocking SC
111 E. Wisconsin Ave., Ste. 1500
Milwaukee, WI 53202

Parcel Identification Number (PIN)

Dated this 8th day of February 2005, 2005.

Benjamin Mandelman
* ~~Matthew Wolfert~~ Benjamin Mandelman
Title: President

*
Title:

AUTHENTICATION

Signature(s)

authenticated this ______ day of ______________, _____

*

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, ______________
authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Attorney Elizabeth Ruthmansdorfer of Petrie & Stocking SC

(Signatures may be authenticated or acknowledged. Both are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
Milwaukee County.)

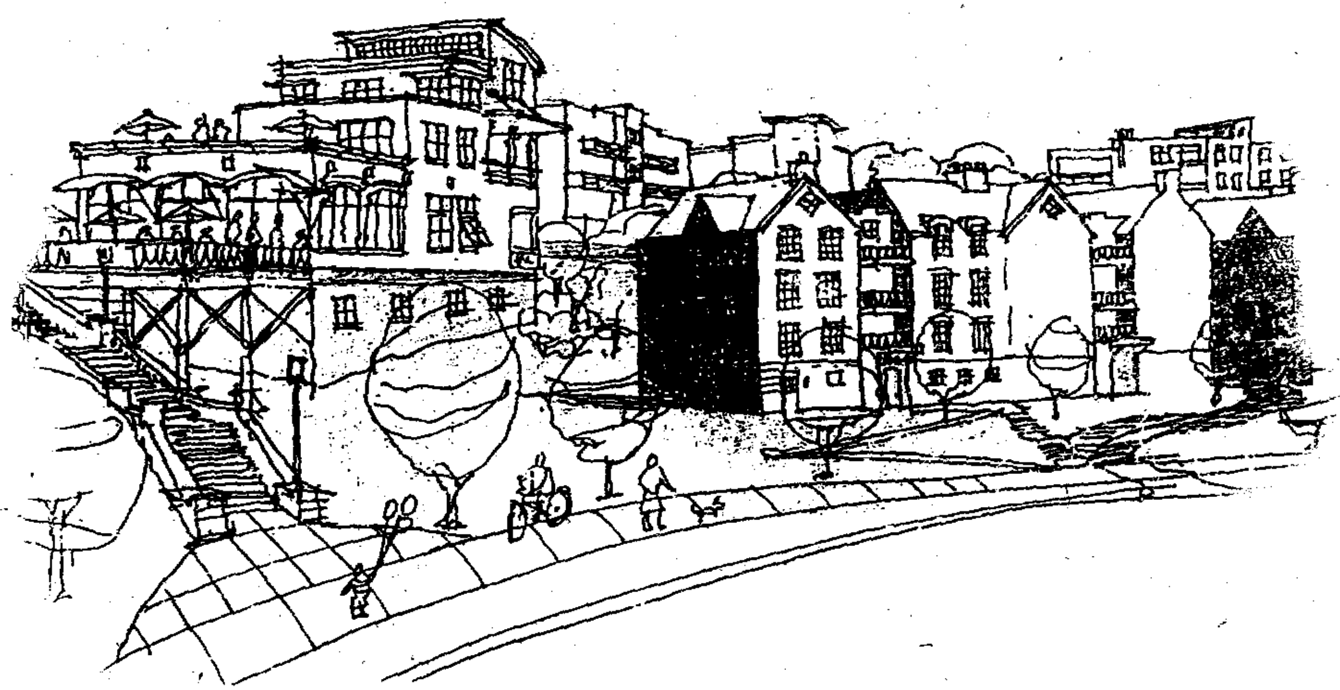
Personally came before me this 8th day of February, 2005, the above named BENJAMIN MANDELMAN

to me known to be the person ____________ who executed the foregoing instrument and acknowledged the same.

* Jacqueline A. Lane-Van Meter
Notary Public, State of Wisconsin
My Commission is permanent. (If not, state expiration date: 6/1/08, ______.)

*Names of persons signing in any capacity should be typed or printed below their signature.

Commerce Bluff Condominiums



1801-1809 N. Commerce St.
Milwaukee, WI 53212

Developer: Cornerstone Property Development, LLC
(414) 372-7101

DISCLOSURE

MATERIALS

FOR

COMMERCE BLUFF ONE CONDOMINIUM

<u>INDEX</u>

The disclosure materials the Declarant is required by law to provide to each prospective condominium unit purchaser, contains the following documents and exhibits:

Document Number

DECLARATION OF CONDOMINIUM OF COMMERCE BLUFF ONE CONDOMINIUM

Document Title

This Declaration of Condominium of Commerce Bluff One Condominium (this "Declaration") is made and entered into by Cornerstone Property Development, LLC ("Declarant"), pursuant to the Wisconsin Condominium Ownership Act.

Recitals

Declarant owns the real property described and depicted on the attached Exhibit A, upon which Declarant has constructed or intends to construct certain improvements. By this Declaration, Declarant intends to submit such property and the improvements to the condominium form of ownership and to establish certain easements, rights, restrictions, and obligations with respect to the ownership, use and maintenance of such property.

Recording Area

Name and Return Address:
Hal Karas, Esq.
Michael Best & Friedrich LLP
100 East Wisconsin Avenue
Suite 3300
Milwaukee, WI 53202

PIN:

This Declaration contemplates that certain land may be added to the Condominium, but Declarant shall be under no obligation to add any part or all of such land, and Declarant makes no representation that any part or all of such rights reserved herein shall be exercised.

Declaration

Now therefore, Declarant by this Declaration (1) submits such real property and such improvements, to the condominium form of use and ownership as provided in the Act; (2) establishes and imposes the provisions, restrictions, conditions, easements and uses herein upon such property; and (3) specifies that the provisions of this Declaration shall constitute covenants running with the land which shall be binding upon Declarant, and all subsequent owners and occupants of all or any part of such property and such portions of the Expansion Real Estate as are added to the Condominium.

ARTICLE 1. DEFINITIONS

The following terms shall have the following definitions:

1.1 Act. The "Act" shall mean the Wisconsin Condominium Ownership Act, as currently set forth at Chapter 703 of the Wisconsin Statutes and as it is amended or renumbered from time to time.

1.2 Association. The "Association" shall mean the Commerce Bluff One Condominium Association, Inc., established under Article 4 hereof. Wherever herein a matter is subject to the "Association," the use of the term "Association" does not necessarily mean that the entire Association is entitled to vote on a particular matter; the Association acts through its Board unless specifically stated to the contrary.

1.3 Association Insurance. "Association Insurance" shall mean all policies of insurance to be maintained by the Association under this Declaration.

1.4 Board. The "Board" or "Board of Directors" shall be the governing body of the Association, elected in accordance with the Bylaws.

1.5 Building. A "Building" shall be any free standing structure located on the Property which contains Units.

1.6 Bylaws. The "Bylaws" shall mean the Bylaws of the Association as adopted by the Board.

1.7 Common Elements. The "Common Elements" shall consist of all of the Condominium except for the Units and are composed of two categories. Certain Common Elements are available for the nonexclusive use and enjoyment of all Unit Owners and are referred to as the "General Common Elements." Other Common Elements are limited to the use of an individual Unit to which they are appurtenant and are referred to as "Limited Common Elements".

1.8 Common Expenses. The "Common Expenses" are any and all expenses incurred by the Association in connection with the management of the Condominium, maintenance of the Common Elements and administration of the Association, including expenses for landscaping, lawn care, snow removal, improvements to the Common Elements, security lighting, municipal utility services for the common elements, maintenance and management wages, and fees of outside consultants.

1.9 Condominium. The "Condominium" shall be known as Commerce Bluff One Condominium and shall mean the Property together with the Units and Common Elements as they are currently constructed or as they may hereafter be constructed on the Property and as the Condominium may be expanded from time to time pursuant to Article 10.

1.10 Condominium Documents. The "Condominium Documents" are this Declaration, the Articles of Incorporation and Bylaws of the Association, and such Rules and Regulations as may be adopted by the Board pursuant to this Declaration or the Bylaws.

1.11 Declarant. The "Declarant" shall mean Cornerstone Property Development, LLC and the successors and assigns of Declarant pursuant to assignment in accordance with Section 17.7 of this Declaration.

1.12 Declaration. "Declaration" shall mean this Declaration of Condominium of Commerce Bluff One Condominium as the same may be amended from time to time.

1.13 Director. A "Director" shall mean a member of the Board.

1.14 Expansion Real Estate. "Expansion Real Estate" shall mean those lands described on Exhibit C and reserved for possible annexation to the Condominium.

1.15 Interest. "Interest" shall mean the proportionate undivided interest in the Common Elements appurtenant to each particular Unit in the Condominium.

1.16 Mortgage. "Mortgage" shall mean a recorded first lien mortgage against a Unit or the vendor's interest under a recorded first lien land contract of the Unit.

1.17 Mortgagee. "Mortgagee" shall mean the holder of a Mortgage.

1.18 Occupant. "Occupant" shall mean the Owner or any other person residing in a Unit.

1.19 Owner. "Owner" shall mean each fee simple owner of a Unit and each vendee of a Unit under a recorded land contract. The Declarant is an Owner with respect to each Unit to which it holds title.

1.20 Pet. A "Pet" is a domestic dog, cat or bird (other than large birds of prey) which are not maintained for breeding or commercial purposes. By virtue of this definition, no other animals are permitted to be on the Property as pets of any Occupant.

1.21 Phase. "Phase" shall mean any group of Units subjected to this Declaration at the same time. The first Phase consists of those Units described herein and each subsequent Phase will be identified in expansion amendments pursuant to Article 10 hereof.

1.22 Plat. "Plat" shall mean the plat of the Condominium, comprised of a survey of the Property, building floor plans, unit addresses and Expansion Real Estate as recorded or to be recorded in the Register's Office and as the same may be amended from time to time.

1.23 Property. The "Property" shall mean the real estate subject to this Declaration, as described and depicted on Exhibit A, and such portions of the Expansion Real Estate as are hereafter added to the Condominium in the manner described in Article 10.

1.24 Register's Office. The "Registers Office" is the Office of the Register of Deeds for Milwaukee County, Wisconsin.

1.25 Rules. The "Rules" shall mean rules and regulations established by the Association as provided in Section 4.1.

1.26 Unit. "Unit" shall mean a separate freehold estate, consisting of the space bounded and described in Article 2.

ARTICLE 2. DIVISION OF CONDOMINIUM INTO SEPARATE FREEHOLD ESTATES

2.1 Units. The Condominium shall initially include twelve (12) Units with identification as set forth in Exhibit A. The boundaries of each Unit shall consist of the interior planes of the perimeter walls, ceiling and floors inside the Unit as depicted in the floor plans attached as Exhibit B. The interior walls within each Unit may be reconfigured by its Owner provided that the reconfiguration does not impair the structure of the Unit's Building and the Association approves of the reconfiguration. Each Unit also includes all mechanical and utility installations which exclusively service the Unit.

2.2 Common Elements. Each Unit also has appurtenant Common Elements, which consist of both General and Limited Common Elements. The Limited Common Elements of each Unit include one mailbox; one or more underground parking space(s) and a storage area as described in Section 2.6; porches (for upper floor Units and end first floor Units); and ground floor balconies (for center first floor Units, but which are also described on the plat as "patios"). Certain Limited Common Elements are also shown on the Plat. The Limited Common Elements are reserved for the exclusive use of the Unit to which they are appurtenant. The General Common Elements shall consist of all of the Condominium except the Units and the Limited Common Elements. Supply lines, waste lines, pipes, wires, conduits or public utility lines running through a Unit shall be part of the Unit; and all other such lines, pipes, wires or conduits outside of a Unit shall be General Common Elements to the extent not owned and/or maintained by any public utility, governmental unit or cable television company. Notwithstanding Section 6.1(3), the Board shall determine the style of windows and doors for units.

2.3 No Separation of Units. Units may not be separated.

2.4 Relocation of Unit Boundaries. If an Owner owns two (2) or more adjacent Units, the Owner may remove the perimeter boundaries separating the Units upon written approval of the Association. The act of connecting such Units shall not diminish their character as separate Units, so that the Owner may vote for each Unit and shall pay assessments for each Unit. If such Owner ever elects to sever the common ownership of such Units, such Owner shall, as a condition thereto, restore the physical boundaries at Owner's cost in a manner satisfactory to the Board.

2.5 Conveyance of Certain Limited Common Elements. The Owner of a Unit may convey by deed to any other Owner the right to use the underground parking space and storage area appurtenant to such Unit. Any such Limited Common Elements so conveyed shall thereafter be appurtenant as Limited Common Elements of the Unit specified in such deed.

2.6 Initial Designation by Declarant. Parking spaces and storage lockers as shown on Exhibit B are available to be conveyed by Declarant as Limited Common Elements, but such spaces and lockers have not yet been designated by Declarant as appurtenant to particular Units. Declarant may designate particular parking spaces and storage lockers for particular Units by deed, after which such parking spaces and storage lockers shall be Limited Common Elements of the designated Units. Declarant may charge for the designation of a parking space and storage locker. A parking space might not be located in the Building in which the Unit is located. Until such designation, Declarant shall have the exclusive right to use such parking spaces and storage lockers. Declarant shall have the continuing right to so designate parking spaces and storage lockers even after all Units have been conveyed by Declarant, provided that parking spaces or storage lockers may only be designated or used in connection with Units or the Association.

ARTICLE 3. INTEREST AND COMMON ELEMENTS

3.1 Unit Interest. Each Unit shall have an Interest equal to one (1) divided by the number of Units in the Condominium. Initially, each Interest is one- twelfth ($1/12^{th}$). The respective Interests may be changed as a result of expansion as set forth in Article 10 and will not exceed one-twenty-fourth ($1/24^{th}$) of the Condominium if fully expanded.

ARTICLE 4. ASSOCIATION OF UNIT OWNERS

4.1 Administration. The Declarant shall create the Association, which shall be incorporated and shall adopt Bylaws for the governance and administration of the Condominium. The Association shall administer the Condominium and the provisions of this Declaration and the Bylaws, acting through its Board. From time to time, the Board may, but need not, adopt and amend Rules regarding the use of the Common Elements. After adoption, the Rules shall be binding upon Owners and Occupants.

4.2 Membership and Voting. Each Owner shall be a member of the Association and membership shall commence and terminate with ownership. Each Unit shall be vested with a vote equal to the numerical equivalent of its percentage Interest, so that the total number of votes is 100, to be cast as set forth in the Bylaws. The Association shall not be entitled to vote the percentage Interest of any Unit owned by the Association.

4.3 Control of Association. The Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Act, this Declaration and the Wisconsin Nonstock Corporation Law from the date the first Unit is conveyed by the Declarant to any person other than Declarant, until the earliest of: (1) ten (10) years from such date; or (2) thirty (30) days after the conveyance of seventy-five percent (75%) of the Interests to purchasers; or (3) Declarant's election to waive its right of control. Prior to the conveyance of twenty-five percent (25%) of the Interests to purchasers, the Association shall hold a meeting, and the Owners other than the Declarant shall elect at least twenty-five (25%) of the Directors. Prior to the conveyance of fifty percent (50%) of the Interests to purchasers, the Association shall hold a meeting, and the Owners other than the Declarant shall elect at least one-third (33 1/3%) of the Directors. For purposes of calculating the percentages set forth in this Section until such time as the rights in Article 10 terminate, the percentage of Interests conveyed to purchasers shall be calculated with reference to the maximum number of Units that may be included in the Condominium as if complete expansion takes place.

4.4 Management. The Association may employ a professional management agent or company for the Condominium with such experience and qualifications and on such terms and conditions as are acceptable to the Board. Any such agreement must be terminable with or without cause upon ninety (90) days notice without payment of any penalty.

4.5 Approvals.

(a) Any proposal by an Owner requiring Board or Association approval shall be submitted in writing, in such detail and with such supporting documents as the Board may require to facilitate its understanding and review. The Board may approve or disapprove any proposal after considering one or more of the following concerns and any additional criteria the Board deems prudent: (1) freedom and safety of access and convenience to other Units; (2) requiring the written agreement of the Owner making the proposal to pay the costs of restoring Common Elements affected by such proposal to their prior physical condition upon the termination of such use; and (3) requiring the Owner's written agreement to pay a fair and reasonable one-time or periodic charge to the Association for any encroachment on Common Elements resulting from the proposal. The Board may at its discretion impose further conditions upon its consent to any proposal as it deems appropriate. Approval of a proposal shall be deemed given if the Association president (A) indicates in writing or (B) fails to respond within sixty (60) days following the Owner's written submission of a proposal unless, prior to the expiration of such period, additional information is requested of the Owner by the Board or the Board issues its written refusal.

(b) The Board's express prior written approval is required for each of the following actions: (1) the reconfiguration of any interior walls within a Unit, or (2) the removal of perimeter walls by an Owner who owns 2 or more adjacent Units, or (3) the type of window treatments used in each Unit. The submitted proposal for such actions required under this article, shall include, without limitation, two copies of written information showing detailed plans and specifications for the reconfiguration and construction of walls, or the proposed window treatments for their Unit. The listing of those certain actions above does not limit the types of actions which require Board or Association approval as otherwise set forth in this Declaration.

ARTICLE 5. ASSESSMENTS

5.1 Budget. The Association shall annually adopt a budget of Common Expenses. The budget shall include amounts representing assessments that are bad debts, and shall include a replacement reserve out of general assessments.

5.2 General Assessments. The Association shall levy assessments based on each budget. The budget shall be allocated equally among all Units.

5.3 Special Assessments and Charges. The Association may also levy (a) special assessments on all Units for any purpose for which a general assessment may be levied, (b) special assessments or fines on a particular Owner for the purpose of collecting any amounts due the Association or enforcing compliance by such Owner with any provision of the Condominium Documents including without limitation Section 14.2 of this Declaration, and (c) requests by an Owner to service Limited Common Elements above and beyond the normal scheduled service provided by the Association. The Board may adopt a Rule to impose uniform charges for services which the Association provides related to transfer of Units, review of proposals under Section 4.5, and the like.

5.4 Installments; Late Payments. General assessments shall be made on an annual basis but shall be due and payable in monthly installments on the first day of each month. Special assessments shall be due and payable at such time and in such manner as the Board may determine. Any assessment or installment of an assessment not paid within ten (10) days of its due date may be subject to a late charge and/or interest as set forth in the Bylaws or in the Rules.

5.5 Enforcement; Liens. If an Owner defaults in any payment, the Association shall take appropriate measures as provided by law. The defaulting Owner shall be responsible for all costs incurred by the Association in seeking to enforce payment including reasonable attorney fees. Owners shall be both personally liable for assessments and a lien shall be imposed against such Owner's Unit for any unpaid assessments. Liens for unpaid assessments shall also extend to and secure interest, fines and reasonable costs of collection, including reasonable attorneys' fees incurred by the Association incident to the collection of assessments or enforcement of liens. The Association may purchase a Unit upon the foreclosure of its lien.

5.6 First Installment. The first installment of general assessments for each Unit in a Phase shall be due and payable commencing not later than 60 days after the date of recordation of the first instrument of conveyance of a Unit in that Phase except that if at such time occupancy certificate for such Unit has not been issued by the City of Milwaukee, then the first installment shall be due and payable commencing with the month following the month in which the occupancy permit is issued. Installments for partial months shall be prorated.

5.7 Payment of Assessments by Declarant. During the period of Declarant control, Declarant may, but shall not be obligated to, directly pay bills or provide services which would otherwise represent Association obligations to which general assessments would be applied. Declarant shall be entitled to offset expenses incurred by Declarant in performing or paying for such Association obligations against assessments due on Declarant owned Units.

5.8 Initial Working Capital Fund. Each purchaser of a Unit from Declarant shall, at the time of conveyance, pay to the Association an amount equal to two (2) months installments of the regular assessment provided for in this Article, or such greater amount as designated by the Board. Amounts paid under this section shall not be considered advance payments of installments of general assessments, but shall be maintained as working capital and kept in a segregated account. Declarant shall advance a like amount for each Unit in a Phase which remains unsold sixty (60) days from the conveyance of the first Unit in such Phase. Upon conveyance of a Unit where Declarant has made such an advance, the advance shall be reimbursed to Declarant by the Unit purchaser at the time of conveyance of the Unit. The working capital fund may not be used by Declarant to defray Declarant expenses, reserve contributions or construction costs, nor may Declarant apply any of the working capital fund against Association budget deficits during the period of Declarant control. Upon the expiration of Declarant control, this fund, to the extent the Board so designates, may be held to meet unforeseen expenditures or to supplement the replacement reserve fund.

5.9 Association Statements. Within ten (10) days of written request from a Unit Owner or Mortgagee, the Association shall provide a letter stating the existence of outstanding general or special assessments against the Unit, if any. Notwithstanding anything to the contrary in the preceding sentence, all Units conveyed by Declarant shall be deemed conveyed free from outstanding general and special assessments and no such letter shall be required or given as to such Units.

5.10 Common Expenses and Surpluses. Except as otherwise provided in this Declaration, Common Expenses and surpluses shall be allocated among all Units according to their respective Interests. All common surpluses of the Condominium for each of its fiscal years shall be retained for Common Expenses of the Condominium for the next succeeding fiscal year.

ARTICLE 6. MAINTENANCE AND ALTERATIONS

6.1 Owner Responsibility. Each Owner, at the Owner's sole cost, shall: (1) perform routine maintenance, repair and replacement of all components or installations of the Unit; (2) pay for the repair and replacement of the Common Elements damaged through the fault or negligence of such Owner or such Owner's family, guests, invitees or tenants or any other Occupants of the Owner's Unit; (3) pay for the repair or replacement of glass in windows appurtenant to the Unit and doors, including hardware, appurtenant to the Unit; and (4) be responsible for the reasonable security and safety of such Unit and shall be liable for damages caused to any other Unit(s), or the Common Elements, to the extent not covered by insurance, as a result of a breach of such security.

6.2 Association Responsibility. The Association shall maintain in good condition and repair, replace and operate all of the Common Elements, except as expressly provided at Section 6.1.

ARTICLE 7. RESTRICTIONS ON USE AND OCCUPANCY

7.1 Residential Purposes Only. Each Unit shall be occupied and used only for residential purposes and for no other purpose. No trade or business shall be carried on anywhere on the Condominium, except for (1) the incidental use of a Unit for personal business conducted by mail and telecommunications which does not burden the use of the Common Elements by frequent visits by business service providers or customers in the opinion of the Board, subject to any Rules relating to such burdens, or (2) the sale or lease of Units, subject to the other provisions hereof and any Rules related thereto, or (3) the establishment of offices by Declarant or its agents for sales of Units or by the Association for conducting its affairs. Examples of trades or businesses under clause (1) include dealers in custom jewelry or software programmers, subject to any Rules which the Board may adopt relating to such trades or businesses. No Owner or Occupant shall carry on any trade or business under this Section if it is not permitted to be carried on at the Condominium under any ordinance, statute or regulation.

7.2 Connection Between Ownership and Occupancy of Units. Each Unit must be occupied by one of the following: (a) an Owner who is a natural person; (b) the equitable beneficiary of an Owner that is a trust; (c) the shareholder, director, member, partner, employee, or officer of an Owner that is an entity provided that such occupancy is without charge and is not in the nature of a transient tenancy; or (d) a member of the immediate family of an Owner who is a natural person. For purposes of this section, "immediate family" is limited to parents, grandparents, children, grandchildren, siblings, or in-laws. Notwithstanding the foregoing, an Owner shall be responsible to the Association and each other Owner for any breach of any provision of the Condominium Documents caused by an Occupant. The Association will only need to deal with the Owner and may, but shall not be obligated to, address any breach with the offending Occupant.

7.3 No Time Shares. No Unit shall be subject to any time share of similar arrangement, whether or not under Wis. Stats. Chapter 707.

7.4 Grills. The use of propane or natural gas fueled grills are acceptable and are the only type of grill permitted on the Condominium. The use of charcoal burning grills is prohibited on any part of the Condominium.

7.5 Pets . The Owner or Occupant of each Unit may keep no more than three (3) Pets per Unit on the conditions that:

(a) each Pet is not permitted on any of the Common Elements while unattended;

(b) the owner of each Pet shall comply with such further Rules of Pet ownership as may be promulgated by the Board;

(c) each Pet is licensed by the City or appropriate licensing authority, if required under applicable ordinances;

(d) no reptiles or uncaged birds shall be permitted;

(e) a dog does not and will not at maturity stand more than 16 inches high measured at the top of the shoulder; and

(f) each Pet must immediately and permanently be removed from the Condominium if, in the sole judgment of the Board, the Pet is or becomes: offensive; a nuisance; harmful in any way to the Condominium or any Owner or Occupant; or otherwise kept in violation of the terms of this Section or any Rules adopted relating to Pets. Possession of pets shall not be considered a property right.

7.6 Storage of Items. No Owner or Occupant may store materials in the garage areas of the Common Elements except for one motor vehicle per parking space assigned to that Owner's or Occupant's Unit and except for materials stored inside of the storage locker assigned to that Owner's or Occupant's Unit. No Owner or Occupant may store any materials, including decorative items in the common hallways in a Building.

ARTICLE 8. RECONSTRUCTION AND CONDEMNATION

8.1 Reconstruction. In the event of fire, casualty or any other disaster affecting one or more of the Units or Common Elements (the "Damaged Premises"), the Damaged Premises shall be reconstructed and repaired, unless otherwise determined as provided below. Reconstruction and repair shall mean restoring the Damaged Premises to substantially the same condition as existed prior to the fire, casualty or disaster, and in accordance with the maps, plans and specifications used in the original construction insofar as practicable. The Board may authorize changes to the same with the consent of the Mortgagees of the Units so affected and with the recordation of an amendment to this Declaration noting the effects thereof.

8.2 Insufficient Proceeds. If insurance proceeds are insufficient to reconstruct or repair Common Elements, then, subject to Section 8.3, the Owners of all Units shall be assessed according to their Interests for the deficiency relating to the reconstruction or repair of Common Elements comprising Damaged Premises. The provisions of Article 5 shall apply to all sums assessed for any deficiency.

8.3 Partition. If the insurance proceeds are insufficient to reconstruct or repair the Common Elements (excluding any deductibles under the Association Insurance), then the Condominium shall be subject to an action for partition upon obtaining the written consent of all Owners and Mortgagees. If such approval is not obtained within 30 days from the date of adjustment of insurance proceeds following the fire, casualty or other disaster, then no such action for partition shall be maintained or initiated.

8.4 Control of Adjustment and Restoration. The Association shall have the sole power to settle adjustments with the insurance carrier for Association Insurance. The Association shall have the sole power to engage contractors to restore the Common Elements and insured portions of the Units. The Association shall have no responsibility to repair, reconstruct or replace any improvements in a Unit which are not insured by Association Insurance or any improvements installed subsequent to initial construction of the Unit.

8.5 Construction Fund. Insurance proceeds and special assessments under Section 8.2 shall constitute a construction fund, with insurance proceeds disbursed first. Any surplus funds shall be held or distributed to the Owners and their Mortgagees as their interests may appear, in accordance with their Interests.

8.6 Condemnation. If all or any portion of the Condominium is taken under the power of eminent domain or sold in settlement or anticipation of any pending or threatened proceeding, this section shall control. Each Owner of an affected Unit shall have the right to appeal the necessity of the taking and the amount of condemnation award with respect to its Unit and Limited Common Elements appurtenant to such Unit. The Association shall have the exclusive right of appeal of the necessity of the taking and the amount of the condemnation award with respect to the General Common Elements. Any settlement or decision on an appeal by the Association as to the General Common Elements shall be binding upon all Owners. Damages shall be awarded and Interests shall be adjusted as follows:

(a) Each Owner is entitled to the entire award for the taking of all or part of its Unit and Limited Common Elements appurtenant to such Unit and for consequential damages to the Unit.

(b) If no reconstruction is undertaken, any award for the taking of General Common Elements shall be allocated to all Owners in proportion to their respective Interests.

(c) Where an entire Unit is taken, the Interests and votes on Association matters appertaining to the remaining Units shall be adjusted post-condemnation in the same manner as following an expansion of the Condominium. A partial taking of a Unit shall not include the Interest or vote appurtenant to the Unit. If Interests or votes are affected, the Association shall record an amendment which discloses the nature of the taking and adjustments caused thereby. Following the taking of all or a part of the Units and the General Common Elements, the Association shall promptly undertake to restore the improvements of the General Common Elements to an architectural whole. Costs of restoration in excess of the condemnation award shall be a common expense. If the Board determines that reconstruction or restoration is not practical, the entire Condominium shall be subject to an action for partition upon obtaining the written consent of the Owners having 75% or more of the Interests. Upon partition, the net proceeds of sale of the Condominium, together with any net proceeds of the award for taking, shall be considered as one fund and divided among all Owners in accordance with their Interests. If the 75% approving vote is not obtained within thirty (30) days of the Board decision, then reconstruction shall take place with costs of restoration of Units and the General Common Elements in excess of condemnation proceeds assessed against all Owners in proportion to their Interests.

ARTICLE 9. INSURANCE

9.1 Association Insurance. The Association shall obtain and maintain comprehensive general public liability insurance for occurrences on the Common Elements, all-risk casualty insurance coverage on the General Common Elements, and such other policies or coverage as the Board deems necessary or advisable.

9.2 Coverage of Association Insurance. The casualty insurance coverage shall be in an amount equal to the maximum insurable replacement value, with an "agreed amount" and a "replacement cost" endorsement, without deduction or allowance for depreciation. This coverage amount shall be annually reviewed and shall insure against loss or damage by fire and other hazards as commonly covered by a standard extended coverage endorsement and such other hazards as customarily covered with respect to buildings similar in construction, location and use. Comprehensive general liability coverage shall be in such amounts as the Board determines annually, but not less than $1,000,000 per occurrence.

9.3 Proceeds. Association Insurance proceeds for casualty loss shall be for the benefit of the Association, Owners of damaged Units and their Mortgagees as their interests appear in order to finance reconstruction of damaged Common Elements. Liability coverage and other insurance proceeds shall be applied as the Association directs.

9.4 Cost. All premiums for Association Insurance and other insurance obtained by the Association shall be a common expense of the Condominium, except that any increase in the rating or premium charged for any such insurance caused by the character or use of Unit shall be allocated solely to its Owner.

9.5 Waiver of Subrogation. The Association and each Owner acting both for themselves and for their respective insurers, waive any claim it or they may have against the other for any loss insured under any policy obtained by either to the extent of insurance proceeds actually received, however loss is caused, including such losses as may be due to the negligence of the other party, its agents or employees. All policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any policy of insurance at a reasonable and customary rate.

9.6 Acts Affecting Insurance. No Owner or Occupant shall commit or permit any violation of covenants or agreements contained in the Association Insurance, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (1) result in termination of any such policies, (2) adversely affect the right of recovery thereunder, (3) result in reputable insurance companies refusing to provide such insurance, or (4) result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition, provided that, in the case of such increase, the Owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Insurance or with respect to any policy of insurance carried by any Owner shall be increased over the rate charged for the lowest-rated Unit, (w) by the size, design or composition of the Unit, (x) by reason of anything done or kept in a Unit, or (y) the failure of any Owner or Occupant to comply with Association Insurance requirements or (z) the failure of any Owner or Occupant to comply with this Declaration or the Bylaws, then the particular Owner shall reimburse the Association for the resulting additional premiums. The Association reimbursement right is without prejudice to any other Association remedy, and may be enforced by special assessment against the particular Unit.

9.7 Exclusions From Coverage. Association Insurance coverage may exclude (1) coverage on the Unit itself and any personal property located within or pertaining to the exclusive use of a Unit; and (2) liability coverage on an Owner, its guests, invitees, employees or any other Occupants of such Unit, arising out of any occurrences within a Unit or relating to an

Owner's personal property. It is the sole responsibility of each Owner to obtain such insurance coverages as are excluded from Association Insurance.

ARTICLE 10. EXPANSION OF CONDOMINIUM

10.1 Right to Expand. Declarant reserves the right to expand the Condominium, without the consent or approval of any Unit Owner, at any time and from time to time on or prior to the expiration of 10 years from the date of recording this Declaration, by subjecting all or any portion of the Expansion Real Estate to this Declaration. Expansion may be effected in any number of phases. Declarant is under no obligation to and makes no representation that it will in fact exercise its rights to expand the Condominium or construct Units thereon; parts or all of the Expansion Real Estate may be developed for uses other than as part of the Condominium.

10.2 Number, Location and Style of Units. The maximum number of Units in the Condominium as expanded shall be twenty-four (24). The Units shall be positioned as shown on Exhibit C, but Declarant reserves the right to change the location if required to achieve the best development in the opinion of Declarant. The Units shall be of comparable size and design as shown on Exhibit B, but Declarant reserves the right in its discretion to change the size to enhance marketability. The additional improvements shall be compatible with and of the same or similar quality of construction and materials as the then existing improvements. Additional improvements may include a garage building located partly on the Property and partly on the Expansion Real Estate, containing 6 additional parking spaces which may be assigned under Section 2.6 to Units in either the original Property or the Expansion Real Estate.

10.3 Effect of Expansion. Upon each such expansion in which Units are added to the Condominium, the following adjustments shall be made:

(a) The Interests shall be recalculated.

(b) The common surpluses and expenses of the Condominium shall be shared among the Owners of all Units according to their Interests as adjusted in the manner set forth above, or as otherwise specifically provided for herein.

(c) Each Owner of a Unit shall be a member of the Association entitled to a vote in accordance with Section 4.2.

10.4 Method of Expansion. Expansion shall occur upon recording amendments and addenda to this Declaration and the Plat describing and showing the location and floor plans of the Buildings, Units, other improvements and Common Elements of that Expansion amendments need be executed only by Declarant.

10.5 Matters Related to Expansion.

(a) Declarant reserves an easement over and across the Condominium, including the General Common Elements, for the benefit of the Expansion Real Estate for the purposes of construction, ingress and egress and for vehicular parking during construction. Declarant further reserves an easement across, under and through the General Common Elements for the benefit of the Expansion Real Estate for the purpose of installation, maintenance and replacement of underground utilities servicing the Expansion Real Estate.

(b) If Declarant, its successors and assigns, shall determine at any time that it is desirable to coordinate utility services for the Expansion Real Estate with existing utility services for the Condominium, Declarant may connect utilities servicing the Expansion Real Estate to existing utilities even if the Expansion Real Estate is not then or thereafter made a part of the Condominium.

(c) Notwithstanding Article 11 of this Declaration, the rights reserved in this Article 10 may not be amended or terminated without the prior written express consent of Declarant.

ARTICLE 11. AMENDMENT OF DECLARATION

11.1 General. Except as otherwise provided herein, this Declaration may be amended only by the written consent of Owners of Units which represent at least seventy (70%) of the Interests, or such greater percentage as may be required by the Act. Consent is not effective unless approved by the Unit's Mortgagee, if any. Amendments shall be prepared and executed by the President of the Association and shall become effective when recorded in the Register's Office. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded.

11.2 Requirement for Special Approvals of Certain Amendments. No amendment shall adversely affect a special right conferred on or reserved to Declarant under this Declaration without Declarant's written consent.

11.3 Material Amendments. A change to the provisions hereof affecting any of the following shall also require approval by 51% of Mortgagees: (a) voting rights; (b) assessments, assessment liens, or the priority of assessment liens; (c) reserves for maintenance, repair, and replacement of Common Elements; (d) responsibility for maintenance and repairs; (e) reallocation of Interests in the General 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 project, or the addition, annexation, or withdrawal of property to or from the Condominium; (i) insurance or fidelity bond; (j) leasing of Units; (k) imposition of any restrictions on a Unit Owner's right to sell or transfer the Owner's Unit; (l) a decision by the Association to establish self-management if professional management had been previously engaged; (m) restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than as specified herein; (n) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or (o) any provisions that expressly benefit mortgage holders, insurers, or guarantors.

ARTICLE 12. RIGHTS OF MORTGAGE HOLDERS

12.1 Notice. Any holder, insurer or guarantor of a mortgage (including the vendor's interest in a land contract) encumbering a Unit that makes written request on the Association for the following, identifying the name and address of such person and the Unit number or address, any such holder, insurer or guarantor will be entitled to timely written notice of:

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

(b) Any thirty (30) day delinquency in the payment of assessments owed by the Owner of the Unit on which it holds a mortgage or any breach of the provisions of any instrument or rule governing the Condominium which is not cured by such Owner within thirty (30) days of such Owner's receipt of notice of such breach;

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

(d) Any proposed action that requires the consent of mortgage holders as specified in Article 11.

12.2 Mortgagee Acquisition of Unit. A Mortgagee acquiring title to a Unit pursuant to remedies provided in its mortgage or by a deed in lieu of foreclosure following an Owner's default under the mortgage shall not be liable for such Unit's unpaid assessments accruing prior to the Mortgagee's acquisition of title to the Unit (except to the extent that any uncollected assessments may be included in any subsequent budget or revision to a budget).

12.3 Restoration. Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with this Declaration and the original plans and specifications, unless other action is approved by at least fifty one percent (51%) of Mortgagees.

12.4 Termination. Any election to terminate the Condominium must require Mortgagee approval as follows: (1) fifty one percent (51%) in the case of such an election after substantial destruction or a substantial taking in condemnation of the Property and (2) sixty seven percent (67%) in all other cases.

ARTICLE 13. RIGHTS OF DECLARANT

13.1 Reserved Rights. Until the sale by Declarant of all Units in the Condominium, Declarant may:

(a) but shall not be obligated to, manage and operate the Condominium in accordance with this Declaration, including the right to contract for professional management of the Condominium, subject to section 4.4.

(b) use the General Common Elements and any unsold Units on the Condominium in any manner as may facilitate the sale or leasing of all Units including, but not limited to, in connection therewith, maintaining a sales and/or rental office or offices and models and showing the Condominium or maintaining signs.

(c) grant easements upon, over, through and across the General Common Elements as may be required for furnishing any kind of utility services, including cable television or master antenna service, which easements may be granted to itself or its nominee and/or as may be necessary for excavation and construction of any of the Units.

(d) grant easements upon, over, through or across the General Common Elements for permanent or temporary ingress and egress to and from the Condominium and other real property adjacent to it.

(e) lease Units owned by Declarant on such terms as Declarant desires; provided that such leasing activity occurs only if Declarant determines in its sole discretion that Declarant will face a material adverse change in its financial condition or business prospects if it does not engage in such leasing activity.

(f) make alterations and changes to the design or exterior materials of any Unit or part thereof during construction.

ARTICLE 14. REMEDIES FOR VIOLATION BY OWNER

14.1 General Remedies. If any Owner or Occupant fails to comply with the Act, this Declaration, the Bylaws or the Rules, such Owner shall be liable for damages or any other remedy provided by the Bylaws or subject to injunctive relief, or all of the above, as a result of such noncompliance. The Association, or in a proper case, an aggrieved Owner, may bring an action because of such noncompliance.

14.2 Owner Violation; Association Right to Cure. In addition to any other remedies provided herein, if any Owner or Occupant fails to properly maintain its Unit or any part or portion thereof or the Limited Common Elements appurtenant thereto or otherwise comply with this Declaration, the Bylaws or the Rules, which failure continues for a period of fifteen (15) days following written notice from the Association, the Association shall have the right, but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration or other action as the Association deems necessary or appropriate. Expenses incurred by the Association shall be assessed against the Unit's Owner and shall be subject to all rights and remedies reserved under this Declaration with respect to collection, expense, late payment penalties or interest, filing of a lien and/or foreclosure as reserved at Article 5 of this Declaration. Once the Association has taken such an action, it shall not be obligated to take any other or further action with respect to the same, similar or subsequent failure by the same or a different Owner of Occupant.

ARTICLE 15. SERVICE OF PROCESS

15.1 Agent. Service of process shall be made on Timothy J. Dixon, 301 East Reservoir Street, Milwaukee, Wisconsin 53202. Any change in the person or location for the service of process designated by the Association shall become effective upon the recording of notice thereof in the Register's Office.

ARTICLE 16. EASEMENTS

16.1 Right of Entry. A right of entry to each Unit is reserved to the Association and its agents to service utility installations provided request for entry is made in advance and at a convenient time for the Owner. In case of emergency, entry of a Unit may be made immediately, whether the Owner or Occupant of the Unit is or is not present and without liability to the Association or its agents. Any damage or loss caused as a result of such emergency entry shall be at the sole expense of the Owner if, in the reasonable judgment of those authorizing the entry, such entry was for emergency purposes.

16.2 Encroachments. If any portion of the Common Elements encroaches upon a Unit or any Unit encroaches upon the Common Elements or upon any other Unit or if any utility lines encroach upon either the Common Elements or a Unit, a valid easement for the encroachment and maintenance of same shall exist for the duration of the encroachment. Minor encroachments of parts of the Common Elements and utility lines due to reconstruction of part or all of a Unit shall be permitted and an easement for such encroachments and the maintenance thereof is prospectively reserved.

16.3 Further Easements. The Association may grant easements over and through the General Common Elements for such purposes as the Board deems reasonable for the benefit of the Owners.

ARTICLE 17. CONSTRUCTION AND EFFECT

17.1 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

17.2 Including. Whenever used herein, the term "including" preceding a list of one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.

17.3 Captions. The captions and article and section headings in this Declaration are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.

17.4 Severability. If any portion of this Declaration or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. The remainder of this Declaration shall be valid, and enforced, to the fullest extent permitted by law.

17.5 Remedies. All remedies herein are cumulative.

17.6 Waivers. Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. A waiver, consent or approval to any one matter shall not be deemed a waiver, consent or approval to any subsequent matter whether similar or not.

17.7 Assignment of Declarant's Rights. Declarant may from time to time assign any or all of the rights and benefits conferred on or reserved herein for Declarant in its status as such (as opposed to those rights or benefits conferred on or reserved for all Unit Owners or groups thereof), by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded in the Register's Office.

Executed at Milwaukee, Wisconsin, this November 17, 2000.

Cornerstone Property Development, LLC

By: ______________________

Timothy J. Dixon, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me this 17th day of November, 2000, the above named Timothy J. Dixon, as a member of Cornerstone Property Development, LLC, to me known to be the persons who executed the foregoing instrument by its authority and acknowledged the same.

Lynn M Claussen
Notary Public, State of Wisconsin
My commission: 03-04-2000

This instrument was drafted by
and should be returned to:
Hal Karas, Esq.
MICHAEL BEST & FRIEDRICH LLP
100 East Wisconsin Avenue, Suite 3300
Milwaukee, Wisconsin 53202-4108
(414)271-6560

FIRST ADDENDUM
TO
CONDOMINIUM PLAT
OF
COMMERCE BLUFF ONE CONDOMINIUM

<u>Declarant</u>

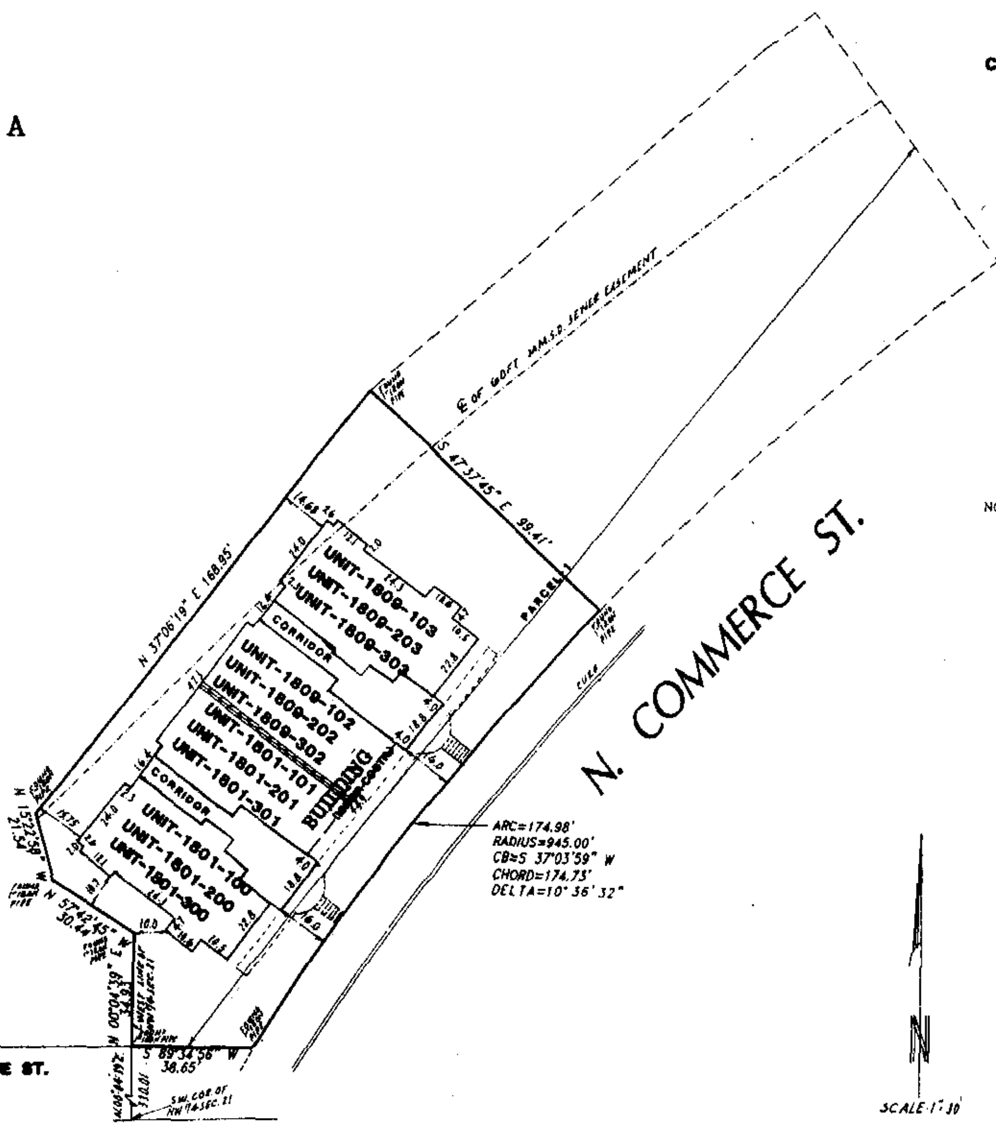
Cornerstone Property Development, LLC

THIS FIRST ADDENDUM to the Plat of Commerce Bluff One Condominium is made in conjunction with a First Amendment of Declaration of Condominium to amend the Unit numbers of certain Units of the Condominium.

THIS FIRST ADDENDUM to the Plat of Commerce Bluff One Condominium also contains replacement exhibits to more accurately depict the Unit numbers.

COMMERCE BLUFF ONE CONDOMUNIUM
CITY OF MILWAUKEE
MILWAUKEE COUNTY

EXHIBIT A



ADDENDUM TO THE CONDOMINIUM PLAT
COMMERCE BLUFF ONE CONDOMINIUM
CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN
LEGAL DESCRIPTION

A PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 6784, RECORDED MARCH 13, 2000 AS DOCUMENT NO. 7883929, IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 21, IN TOWNSHIP 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.
COMMENCING AT THE SOUTHWEST CORNER OF SAID 1/4 SECTION; THENCE NORTH 00°04'39" EAST ALONG THE WEST LINE OF SAID 1/4 SECTION 330.01 FEET TO A POINT ON THE NORTH LINE OF EAST VINE STREET AND THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE CONTINUING NORTH 00°04'39" EAST 34.93 FEET TO A POINT; THENCE NORTH 57°42'45" WEST 30.44 FEET TO A POINT; THENCE NORTH 15°22'58" WEST 21.54 FEET TO A POINT; THENCE NORTH 37°06'19" EAST 168.95 FEET TO A POINT; THENCE SOUTH 47°37'45" EAST 99.41 FEET TO A POINT ON THE NORTH LINE OF NORTH COMMERCE STREET; THENCE SOUTHWESTERLY 174.98 FEET ALONG THE SAID NORTH LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 945.00 FEET AND WHOSE CHORD BEARS SOUTH 37°03'59" WEST 174.73 FEET TO A POINT; THENCE SOUTH 89°34'56" WEST 38.65 FEET TO THE POINT OF BEGINNING.

SEPTEMBER 25, 2000 SURVEY NO. 159351-MS

NOTES:

THE DEVELOPER RESERVES THE RIGHT TO CHANGE INTERIOR OF THE UNITS.

■ AREAS OF LIMITED COMMON ELEMENTS

ALL AREAS WITHIN THE CONDOMINIUM AND OUTSIDE OF THE UNITS, EXCEPT THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS, ARE GENERAL COMMON ELEMENTS.

P = PARKING STALLS

S = STORAGE LOCKERS

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 LOCATIONS OF EXISTING BUILDINGS AND IMPROVEMENTS AND PROPOSED BUILDINGS AND IMPROVEMENTS UPON THE SAID PROPERTY.

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

Donald C. Chaput Sept 29, 2000
DONALD C. CHAPUT, RLS S-1316 DATE

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

COMMERCE BLUFF ONE CONDOMINIUM

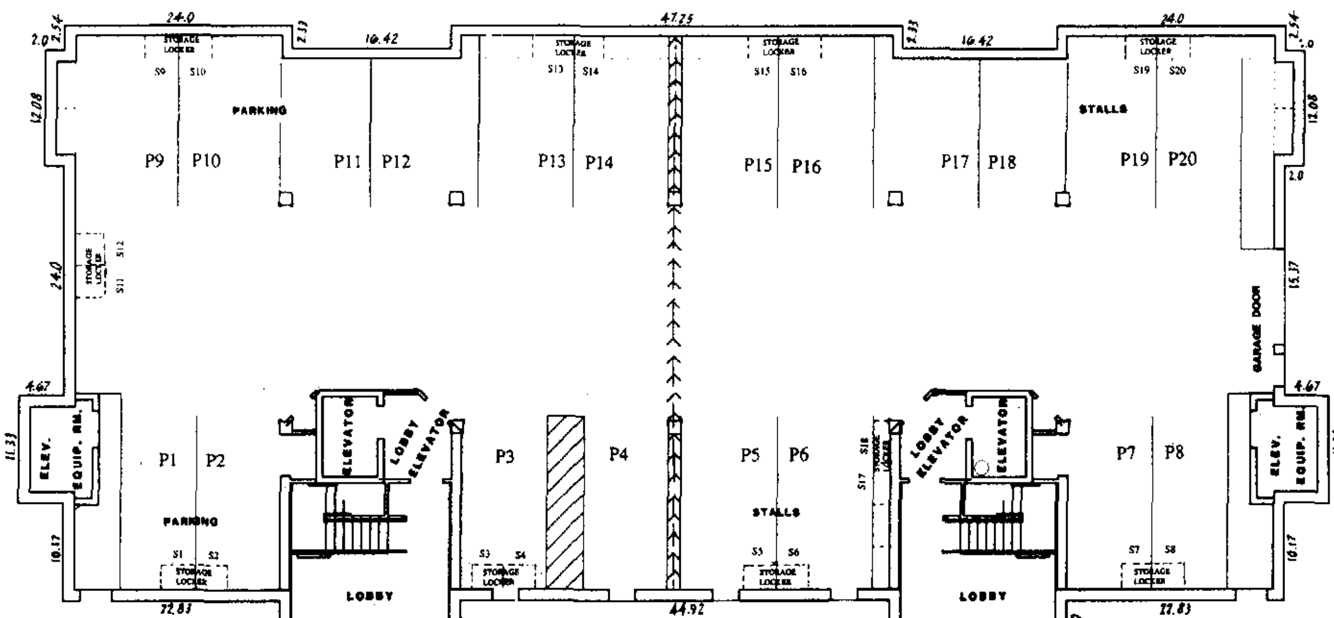
CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

EXHIBIT B

NOTES:

1. PARKING STALLS ARE L.C.E. TO BE ASSIGNED TO THE PARTICULAR UNITS BY SEPARATE DOCUMENT.

2. STORAGE LOCKERS ARE L.C.E. TO BE ASSIGNED TO THE PARTICULAR UNITS BY SEPARATE DOCUMENT.



ALL DIMENSIONS SHOWN ARE APPROXIMATE

BASEMENT PLAN

UNIT-1801-100
UNIT-1801-200
UNIT-1801-300

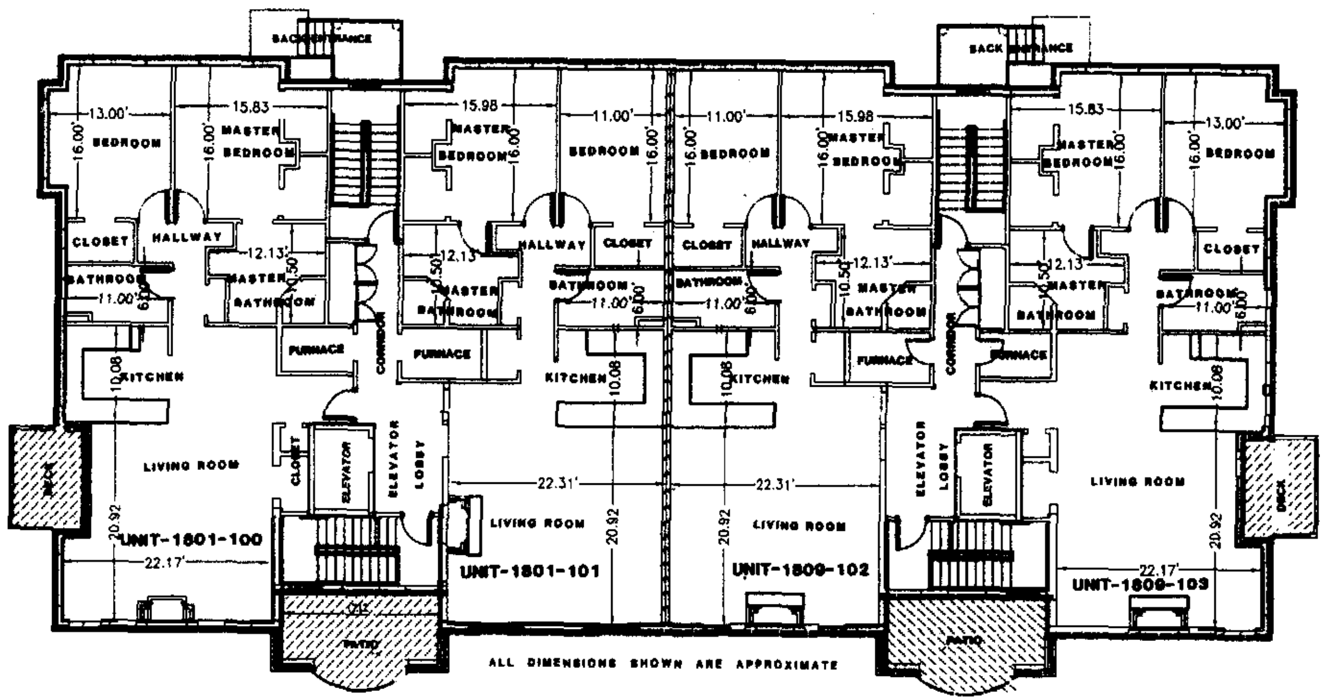
UNIT-1801-101
UNIT-1801-201
UNIT-1801-301

UNIT-1809-102
UNIT-1809-202
UNIT-1809-302

UNIT-1809-103
UNIT-1809-203
UNIT-1809-303

COMMERCE BLUFF ONE CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.



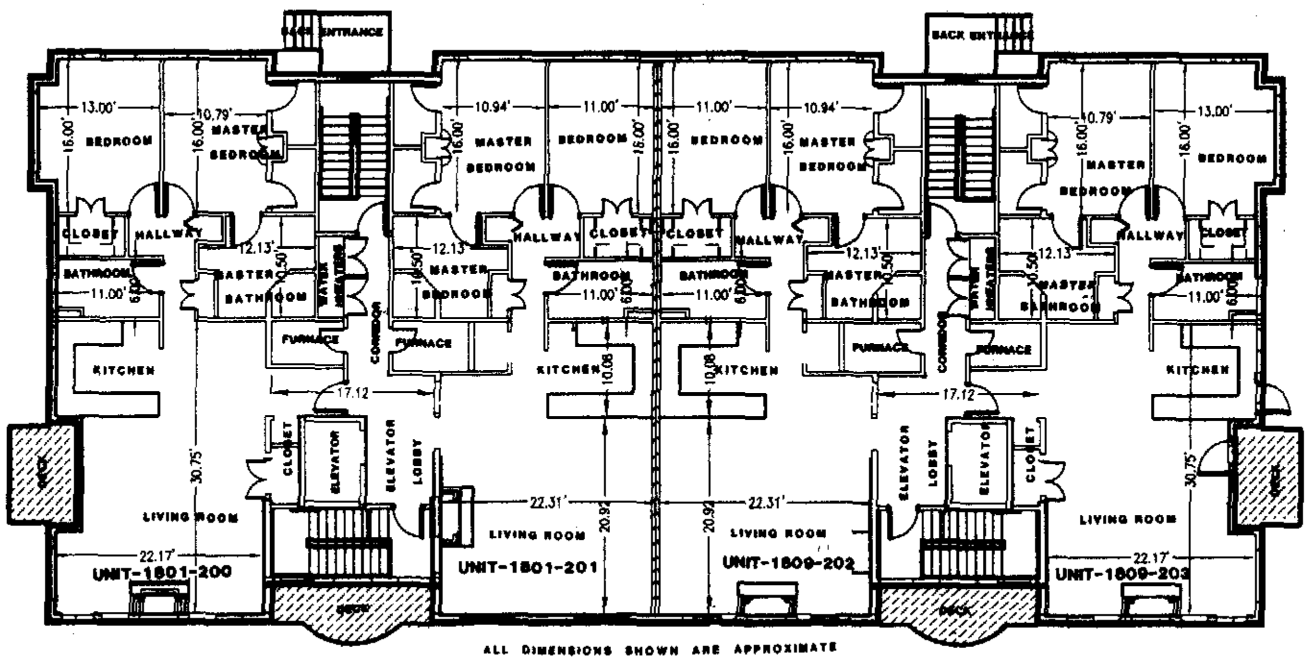
FIRST FLOOR PLAN

FURNACES, AND THE SPACES IN WHICH THEY ARE HOUSED, ARE PART OF THE LIVING SPACE SERVED BY THE FURNACE, EVEN IF NOT PHYSICALLY CONTIGUOUS TO THE REMAINDER OF THE UNIT. DOORS TO SUCH SPACES ARE PART OF THE UNIT

WATER HEATERS ARE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNITS WHICH THEY SERVE. THE AREA IN WHICH EACH WATER HEATER IS LOCATED IS A GENERAL COMMON ELEMENT, BUT ACCESS IS RESTRICTED TO THE UNIT OWNERS OR OCCUPANTS WHOSE WATER HEATERS ARE LOCATED IN SUCH AREA.

COMMERCE BLUFF ONE CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.



ALL DIMENSIONS SHOWN ARE APPROXIMATE

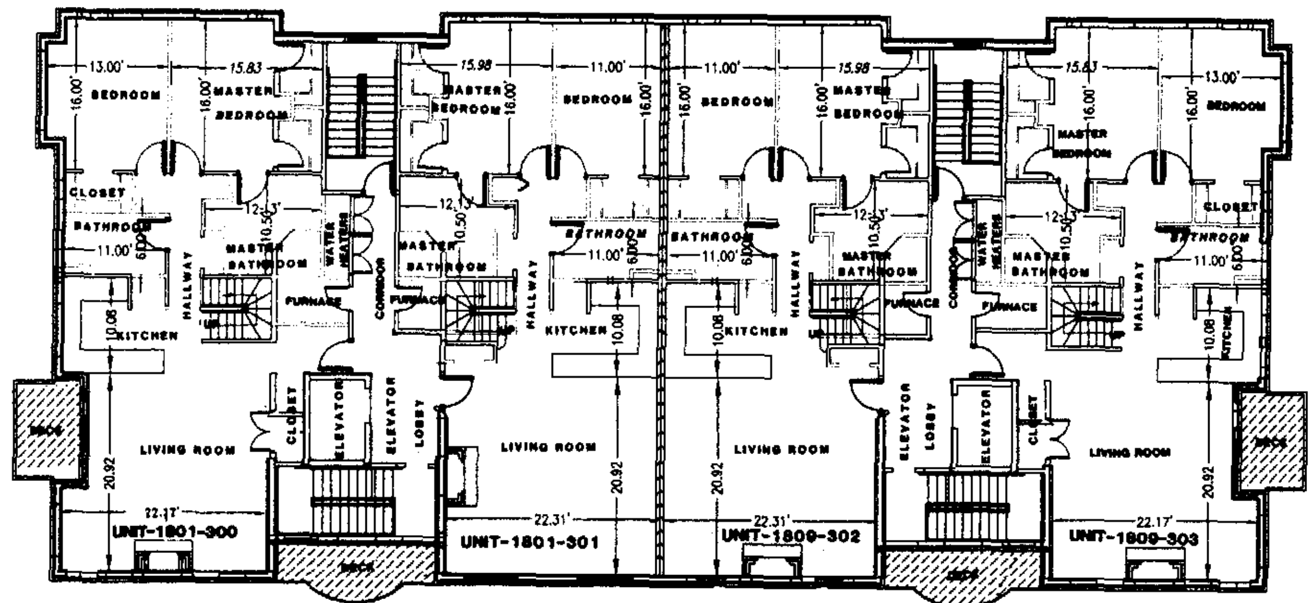
SECOND FLOOR PLAN

FURNACES, AND *THE SPACES IN WHICH THEY ARE HOUSED*, ARE PART OF THE LIVING SPACE SERVED BY THE FURNACE, EVEN IF NOT PHYSICALLY CONTIGUOUS TO THE REMAINDER OF THE UNIT. DOORS TO SUCH SPACES ARE PART OF THE UNIT.

WATER HEATERS ARE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNITS WHICH THEY SERVE. THE AREA IN WHICH EACH WATER HEATER IS LOCATED IS A GENERAL COMMON ELEMENT, BUT ACCESS IS RESTRICTED TO THE UNIT OWNERS OR OCCUPANTS WHOSE WATER HEATERS ARE LOCATED IN SUCH AREA.

COMMERCE BLUFF ONE CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.



ALL DIMENSIONS SHOWN ARE APPROXIMATE

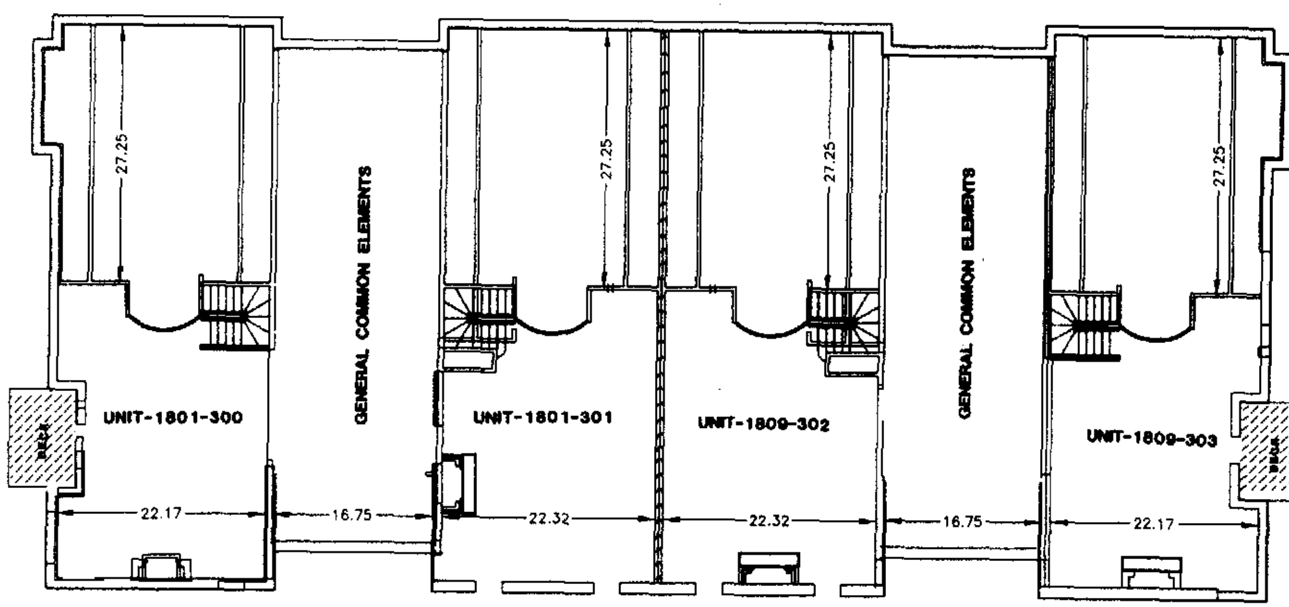
FURNACES, AND THE SPACES IN WHICH THEY ARE HOUSED, ARE PART OF THE LIVING SPACE SERVED BY THE FURNACE, EVEN IF NOT PHYSICALLY CONTIGUOUS TO THE *REMAINDER OF THE UNIT.* DOORS TO SUCH SPACES ARE PART OF THE UNIT.

WATER HEATERS ARE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNITS WHICH THEY SERVE. THE AREA IN WHICH EACH WATER HEATER IS LOCATED IS A GENERAL COMMON ELEMENT, BUT ACCESS IS RESTRICTED TO THE UNIT OWNERS OR OCCUPANTS WHOSE WATER HEATERS ARE LOCATED IN SUCH AREA.

THIRD FLOOR PLAN

COMMERCE BLUFF ONE CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.



ALL DIMENSIONS SHOWN ARE APPROXIMATE

FOURTH FLOOR (LOFT) PLAN

Cornerstone Property Development, LLC

November 17, 2000

Commerce Bluff Condominium Association
1801-1809 N. Commerce Avenue
Milwaukee, WI 53212

To All Members,

Exterior construction of 1801-1809 N. Commerce Street is approaching completion. However, the driveway, sidewalk, and landscaping, will not be completed until the spring of 2001. Snow removal of the driveway will be the responsibility of our construction management team. All interior units and common areas should be completed by the end of December 2000.

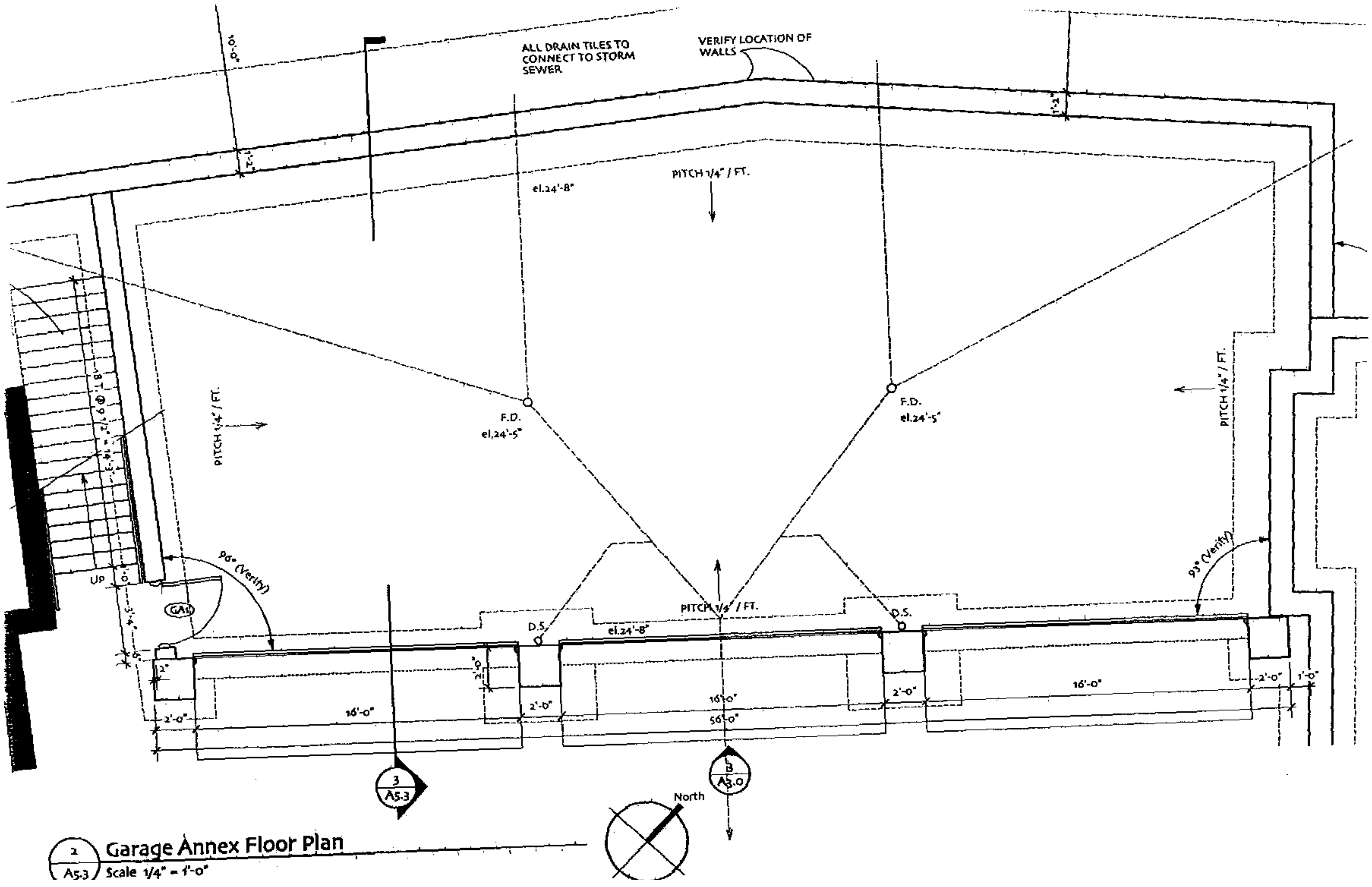
The adjacent building at 1825-1835 N. Commerce Street is scheduled to begin construction in December 2000. All efforts will be made by Cornerstone Property Development, LLC and the construction management team to be considerate to the excess levels of dust and noise during the construction process.

Please direct all questions during construction to Cornerstone Property Development, LLC at (414) 372-7101. I appreciate your patience and cooperation.

Sincerely,

Timothy J. Dixon
Managing Member

301 East Reservoir Avenue ■ Milwaukee, WI 53212 ■ Phone: 414-372-7101 ■ Fax: 414-372-7102



2
A5.3
Garage Annex Floor Plan
Scale 1/4" = 1'-0"

BY-LAWS OF

COMMERCE BLUFF ONE CONDOMINIUM ASSOCIATION, INC.

ARTICLE 1. APPLICATION AND ORGANIZATION

1.1 Name. The name of the association is Commerce Bluff One Condominium Association, Inc. (the "Association").

1.2 Application. These By-Laws are adopted pursuant to the Declaration of Condominium of Commerce Bluff One Condominium (the "Declaration"). This Association is organized pursuant to the Act to administer the Condominium. Any and all present or future Owners or Occupants shall be governed by the Declaration, these By-Laws and the Act. Capitalized terms not defined herein have the meanings set forth in the Declaration.

1.3 Members. The Owners are the "Members" of the Association.

1.4 Initial Organization. Declarant shall designate the initial Board, consisting of three (3) persons, none of whom must be Owners. Such Directors, or successors to any of them as designated by Declarant, shall continue to serve until the events specified in Section 4.3 of the Declaration.

1.5 Location. The Association may have offices at such places as the Board may from time to time determine or the Association may from time to time require.

ARTICLE 2. VOTING

2.1 Voting.

(a) Each Unit is vested with a vote equal to the numerical equivalent of its percentage Interest, so that the total number of votes is 100, as set forth in the Declaration. There shall be no cumulative voting.

(b) If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the Owners of the Unit and filed with the Secretary of the Association. If the owners of a Unit cannot agree on how to vote, such Unit shall lose its vote for the particular item to be voted upon.

(c) If a Unit is owned by a legal entity, the person entitled to cast the vote for the Unit shall be designated by a certificate of appointment signed by a duly authorized officer of such entity and filed with the Secretary of the Association. Certificates of appointment shall be valid until revoked or superseded by a subsequent certificate or a change in ownership to the Unit occurs.

2.2 Majority of Owners. A matter shall be deemed approved if approved by those Owners holding more than fifty (50%) percent of the votes to be cast on the particular matter to be voted upon.

2.3 Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of Owners shall constitute a quorum.

2.4 Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE 3. MEETINGS

3.1 Roster of Owners. Each Owner shall furnish the Association with the Owner's name and current mailing address. Until an Owner has furnished such information, the Owner may not vote at meetings of the Association.

3.2 Place of Meetings. Meetings of the Association shall be held at such place as is designated by the Board.

3.3 Annual Meeting. The annual meeting of the Association shall be held on the second Tuesday of January of each year. At the annual meeting, Directors may be elected by the Owners. The Owners may also transact such other business of the Association as may properly come before them.

3.4 Special Meetings. The President shall call a special meeting of the Owners if directed by resolution of the Board or upon a petition signed by the Owners with more than 50% of the Interests and presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the Interests represented, either in person or by proxy.

3.5 Notice of Meetings. The Secretary shall deliver or mail a notice of each meeting, stating its purpose and the time and place where it is to be held, to each Owner at the address shown on the roster, at least ten (10) days but not more than thirty (30) days prior to such meeting, unless waivers are duly executed by all Owners. The delivery or mailing of a notice in the manner provided in this Section shall be considered notice served, effective upon the date of delivery or mailing.

3.6 Adjourned Meetings. If a quorum does not attend a meeting, the Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called and no additional notice shall be required.

3.7 Parliamentary Procedure. Except where inconsistent with these By-Laws, meeting of the Association shall be conducted in accordance with a current edition of Roberts Rules of Order.

3.8 Order of Business. The order of business at all meetings of the Members shall be as follows:

(a) Roll call.
(b) Proof of Notice of meeting or waiver of notice.

(c) Reading of minutes of preceding meeting.
(d) Reports of officers.
(e) Report of committees.
(f) Election of directors (when applicable).
(g) Unfinished business.
(h) New business.

ARTICLE 4. BOARD OF DIRECTORS

4.1 Number and Qualification. The affairs of the Association shall be governed by a Board initially composed of three (3) persons. Upon the expansion of the Condominium to two (2) Buildings, the Board's composition shall be five (5) persons. Subject to the provisions of Section 1.4, at least 2 Directors must be Owners from each Building (including, for this purpose, officers of Owners that are entities). Although candidates for election to be a Director may be Owners in a particular Building to comply with the requirement above, the Directors are elected by all Owners of all Units.

4.2 Election and Term of Office. Each Director shall hold office for a term of 2 years, and thereafter until a successor is elected and the successor has attended his or her first meeting of the Board. Terms of the Directors who "represent" a Building are intended to be staggered, so that the term of one of such Directors expires each year.

4.3 Powers and Duties. The Board shall have the powers necessary to administer the Condominium including, without limitation, the following:

(a) Making and enforcing Rules and amendments thereto (including enforcement through the establishment of a system of fines).

(b) Making and collecting assessments from the Owners in accordance with the provisions of the Declaration, and expending assessments for Common Expenses.

(c) Executing contracts on behalf of the Association, employing necessary personnel, and carrying out all functions and purposes necessary for the operation of the Condominium.

(d) Satisfying all liens against the Condominium and paying necessary expenses connected therewith.

(e) Employing a professional property manager, management company or managing agent to perform such duties as the Board shall authorize including the duties listed in this Section.

(f) Performing such other functions as are required by law.

4.4 Fees. No fee or other compensation shall be paid to any Director at any time except by specific resolution adopted by all of the Owners.

4.5 Reimbursement of Directors. Directors shall be entitled to reimbursement of all reasonable expenses relating to their activities as Directors.

4.6 Vacancies. A vacancy on the Board created by any reason other than removal by a vote of the Owners or the resignation of a Declarant appointed Director shall be filled by vote of the majority of the remaining Directors, even though they constitute less than a majority. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

4.7 Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors elected by the Owners may be removed with or without cause by a majority of the Owners and a successor elected by the Owners to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

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

4.9 Regular Meetings. Regular meetings of the Board may be held at such time and place as is designated by a majority of the Directors, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for each meeting.

4.10 Special Meetings. A special meeting of the Board may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner on the written request of at least two (2) Directors.

4.11 Waiver of Notice. Before or at any meeting of the Board, any Director may waive notice of such meeting in writing and such waiver shall be deemed the equivalent of notice duly given. Attendance by a Director at any meeting of the Board shall be deemed a waiver of notice. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

4.12 Board Quorum. A majority of the Directors shall constitute a quorum for the transaction of business at all Board meetings. If, at any meeting of the Board, less than a quorum is present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the original meeting may be transacted without further notice.

4.13 Fidelity Bonds. The Board may require that all officers and employees of the Association responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

4.14 Liability of Directors and Officers. No person shall be liable to the Association or Owners for any loss or damage suffered by it or them on account of any action taken or omitted to be taken as a Director or officer of the Association if such person exercised and used the same degree of care and skill as a prudent individual would exercise under the circumstances in the conduct of such individual's own affairs, or for any action or non-action based upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which was reasonably believed to be true. The foregoing shall not be exclusive of any other right or defense.

4.15. Indemnity of Directors and Officers.

(a) Every person who is or was a Director or officer of the Association (together with the personal representatives and heirs of such person) shall be indemnified by the Association against all loss, costs, damages and expenses, including reasonable attorneys' fees, asserted against, incurred by or imposed in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be made a party by reason of service as a Director or officer, except as to matters resulting in a final determination of gross negligence or willful misconduct on the part of such Director or officer. In event of settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of such person as a Director of officer in relation to the matter involved. The Association, by its Board, may indemnify in like manner, or with any limitations, any employee or former employee of the Association, with respect to any action taken or not taken as an employee. This right of indemnification shall be in addition to all other rights and defenses.

(b) All liability, loss, damage, costs and expense incurred or suffered by the Association in connection with the foregoing indemnification shall be a Common Expense; provided, however, that nothing in this Section shall be deemed to obligate the Association to indemnify any Owner who is or has been an employee, Director or officer of the Association with respect to duties or obligations imposed by the Declaration, Articles or these By-Laws due to such person's status as an Owner.

ARTICLE 5. OFFICERS

5.1 Designation. The principal officers of the Association shall be a President, Vice-President, Secretary and Treasurer, all of whom shall be elected by the Board and serve one year terms. The Directors may appoint an assistant treasurer and an assistant secretary, and such other officers as in their judgment may be necessary.

5.2 Election of Officers. The officers of the Association shall be elected annually by the Board. Officers shall hold office at the pleasure of the Board.

5.3 Removal of Officers. Upon an affirmative vote of a majority of the Board, any officer may be removed, either with or without cause, and a successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

5.4 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board. The President shall have all the general corporate powers and duties which are usually vested in the office of president of a non-profit corporation, including, but not limited to, the power to appoint committees from among the Members from time to time as appropriate to assist in the conduct of the affairs of the Association.

5.5 Vice President. The Vice President shall take the place of the President whenever the President is absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint a Director to serve in such capacity on an interim basis. The Vice President shall also perform such other duties as imposed by the Board from time to time.

5.6 Secretary. The Secretary shall keep the minutes of all meetings of the Board and the Association. The Secretary shall have the charge of such books and papers as the Board directs and in general, perform all duties incident to the office of Secretary. The Secretary shall count the votes cast at any annual or special meeting of the Association or the Board of Directors.

5.7 Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all Association receipts and disbursements. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as designated by the Board.

5.8 Compensation. No officer shall receive compensation for services rendered the Association unless authorized by a resolution of the Owners, but may be reimbursed for actual out of pocket expenditures.

ARTICLE 6. FISCAL MATTERS

6.1 Budget. The Board shall annually adopt a budget of Common Expenses and other items as provided in the Declaration.

6.2 Assessments.

(a) The estimate of Common Expenses shall be assessed against each Unit on an annual basis and paid in monthly installments as provided in Article 5 of the Declaration. Assessments shall be levied uniformly among the Units except (1) special assessments, fines, fees or charges, and (2) when the Declaration requires or permits that assessments be levied on fewer than all Units. If the annual assessment based on the budget proves inadequate, or if special circumstances arise, the Board at any time may levy a special assessment for any purpose for which a general assessment may be levied which special assessment shall be payable in such reasonable manner as the Board directs.

(b) Assessments and installments of assessments shall be paid on or before ten (10) days after the date when such assessments and installments are due. Any assessment or installment not paid within ten (10) days of its due date shall be delinquent and the Owner shall be charged interest at the rate of twelve (12%) percent per annum on the unpaid assessment or installment of such assessment. Interest shall accrue from the date when the assessment or installment was first due until paid. All payments upon account shall be first applied to interest, if any, and then to the assessment payment first due.

6.3 Unpaid Assessment Could Cause Loss of Vote or Lien on Unit. No Owner who is more than ten (10) days delinquent in the payment of an assessment or installment on an assessment shall be entitled to vote at any regular or special meeting of the Owners. If a Owner fails to timely pay an assessment or installment such failure shall be in default and the Board shall take appropriate measures as allowed by the Declaration or at law, including, but not limited to, the filing of a statement of lien in accordance with the Declaration, which statement shall be signed and verified by the Secretary of the Association or any other officer authorized by the Board.

6.4 Depositories. The funds of the Association shall be deposited in such bank(s) or other depositories designated by the Board and shall be withdrawn therefrom only upon check or order signed by the officers who shall from time to time be designated by the Board for the purpose. The Board may elect to require Owners to pay assessments imposed by the Board directly to a designated depository. The Board may elect to direct that checks of less than $500 for payment of Association obligations bear only one (1) signature of a designated officer and that checks for a greater amount bear a signature and counter-signature of designated officers.

6.5 Fiscal Year. The fiscal year of the corporation shall begin on January 1 and end on December 31 of each year.

ARTICLE 7. OBLIGATIONS OF VARIOUS PERSONS

7.1 Owner Responsibility. Each Owner, at the Owner's own cost, shall:

(a) perform routine maintenance, repair and replacement of all components or installations of the Unit;

(b) pay for the repair and replacement of any portion of the Common Elements damaged through the fault or negligence of such Owner or such Owner's family, guests, invitees or tenants or any other Occupants of the Owner's Unit;

(c) be responsible for the reasonable security and safety of such Unit and shall be liable to damages caused to any other Unit(s), or the Common Elements, to the extent not covered by insurance, as a result of a breach of such security; and

(d) maintain, repair and replace the Limited Common Elements appurtenant to the Unit.

7.2 Association Responsibility. The Association shall maintain in good condition and repair, replace and operate all of the Common Elements, except as expressly provided at Section 7.1.

ARTICLE 8. AMENDMENTS

8.1 Amendments. These By-Laws may be amended by the Owners of Units representing at least 67% of the total Interests. No amendment shall limit any right herein granted to or reserved by Declarant or its successors and assigns.

ARTICLE 9. MORTGAGES, STATEMENT OF UNPAID ASSESSMENTS

9.1 Notice to Association. Any Member who mortgages a Unit shall notify the Secretary of the Association of such mortgage or mortgages and the name and address of the mortgage or mortgagee(s). The Secretary of the Association shall maintain a record of the names and addresses of all mortgagees of which the Secretary is given notice.

9.2 Notice of Unpaid Assessments. Upon twenty (20) days request by a mortgagee, proposed mortgagee or purchaser who has a contractual right to purchase a Unit, the Association shall furnish a statement setting forth the amount of the then unpaid assessments pertaining to such Unit. If any mortgagee, proposed mortgagee or purchaser of such Unit, in reliance upon such statement disburses mortgage loan proceeds or expends the purchase price, such mortgagee, proposed mortgagee or purchaser shall not be liable for, nor shall such Unit be subject to a lien which is not properly filed in accordance with law prior to the date of the statement, for any unpaid assessments in excess of the amount set forth in the statement. If the Association does not provide such a statement within twenty (20) business days after such request, then the Association is barred from making claim for any delinquent assessments other than against any such mortgagee, proposed mortgagee or purchaser under a lien properly filed in accordance with law prior to the request for the statement.

9.3 Notice to Mortgagee. Any notice required or permitted to be given to any mortgagee pursuant to these By-Laws shall be deemed given if mailed or delivered to such mortgagee at the address shown in such record and shall be deemed effective as of the date of mailing or delivery.

ARTICLE 10. CONFLICTS

10.1 Conflicts. If any provision of these By-Laws conflicts with the Declaration, the Declaration will control.

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ARTICLES OF INCORPORATION

OF

COMMERCE BLUFF ONE CONDOMINIUM ASSOCIATION, INC.

The undersigned, acting as incorporator for the purpose of forming a non-stock, non-profit corporation under the provisions of Chapter 181 of the Wisconsin Statutes (the "Law"), hereby adopts these Articles of Incorporation:

1. Name. The name of the corporation shall be Commerce Bluff One Condominium Association, Inc. (the "Association").

2. Existence. The Association shall have perpetual existence.

3. Purposes. The Association is organized pursuant to a certain Declaration of Condominium of Commerce Bluff One Condominium recorded in the office of the Register of Deeds of Milwaukee County ("Declaration"), to which reference is made for the definition of capitalized terms herein, and shall have the following purposes: (a) to serve as an association of owners of Units within the Commerce Bluff One Condominium (the "Condominium"); (b) to provide for the administration, maintenance, preservation and control of the Property and Common Elements located therein; (c) to assess the owners of Units for the cost of the foregoing; and (d) to engage in any lawful activity within the purposes for which a non-stock corporation may be organized under the Law, subject, however, to the Declaration.

4. Members. Members shall consist of the Owners, as defined in the Declaration.

5. Principal Office. The location of the initial principal office of the Association shall be 301 East Reservoir Street, Milwaukee, Wisconsin 53212.

6. Registered Agent. The initial registered agent of the Association shall be Timothy J. Dixon, 301 East Reservoir Street, Milwaukee, Wisconsin 53212 .

7. Incorporator. The name and address of the incorporator is:

   Timothy J. Dixon
   301 East Reservoir Street
   Milwaukee, Wisconsin 53212

8. Stock and Dividends. The Association shall neither have nor issue shares of stock. No dividend shall ever be paid and no part of the assets or surplus of the Association shall be distributed to its Members, directors or officers. The Association, upon specific resolution by the Members, may pay compensation in reasonable amounts to members, directors or officers for services rendered and may confer benefits upon its members in conformity with its purposes.

9. Dissolution. The Association may be dissolved only upon the removal of the Condominium property from the Condominium Act. Upon dissolution, other than incident to a merger or consolidation, all of the assets of the Association, after payment of its liabilities, shall be distributed to one or more non-profit corporations, societies, trusts or other organizations and/or dedicated to an appropriate public agency or agencies; provided, however, that any such non-profit corporation, society, trust, other organization or public agency has purposes deemed by a majority of the directors of the Association to be similar to those of this Association and that if no such entity is deemed to exist, then all of such assets, after payment of such liabilities, shall be distributed to a non-profit corporation, society, association, trust or other organization, or any one or more of the foregoing, devoted to the promotion of aesthetic, cultural or educational purposes.

Executed on this November ____, 2000.

Timothy J. Dixon

State of Wisconsin)
) ss
Milwaukee County)

Personally before me, this November 17, 2000, came Timothy J. Dixon, to me known to be the person who executed the foregoing Articles of Incorporation, and acknowledged that he executed the same for the purposes therein contained.

Notary Public, State of Wisconsin
My commission 03-04-2000

This document was drafted by:
Hal Karas, Esq.
Michael, Best & Friedrich LLP
100 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

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