

DISCLOSURE MATERIALS

FOR

ST. ANDREW SQUARE CONDOMINIUM
Capitol Drive
Brookfield, Wisconsin

Declarant:

ST. ANDREW SQUARE DEVELOPMENT CORPORATION
11501 West North Avenue
Wauwatosa, Wisconsin 53226

Declarant's Agent:

ROBERT A. PATCH
11501 West North Avenue
Wauwatosa, Wisconsin 53226

NOTICE

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.

THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY BE RELIED UPON AS CORRECT AND BINDING. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

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.

SUPPLEMENT TO DISCLOSURE MATERIALS
FOR ST. ANDREW SQUARE CONDOMINIUM

The Fair Housing Amendment Act of 1988, amending Title VIII of the Civil Rights Act of 1968, has made residential housing restrictions with respect to families with children unenforceable under most circumstances. Accordingly, please be advised that any restrictions contained in the Declaration of Condominium for St. Andrew Square Condominium, the Bylaws of the St. Andrew Square Condominium Association or any Rules and Regulations promulgated by the Board of Directors of such Association which in any way restrict occupancy of the condominium to adults are superseded by federal law and therefore unenforceable.

If you have further questions regarding this matter, please feel free to consult our office or your own attorney.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Robert A. Patch', written over the word 'Sincerely,'.

Robert A. Patch,
Vice President of
St. Andrew Square
Development Corporation,
Declarant

**Condominium and Homeowners' Association Management Agreement between:
St. Andrew Condominium Association and Ogden & Company, Inc.**

This agreement (the "Agreement") is made and entered into 6/30/1997, by and between the homeowners' association known as St. Andrew Condominiums (the "Association"), which is established in accordance with the laws of the State of Wisconsin, for the property known as St. Andrew Condominiums located at Brookfield, WI (the "Property"), and Ogden & Company, Inc., a Wisconsin Corporation (the "Agent").

AUTHORITY OF THE AGREEMENT

The Board of Directors of the Association (the "Board"), on behalf of the Association, hereby appoints Agent to manage the Property, and Agent hereby accepts appointment to manage the Property.

The parties further agree as follows:

SECTION 1 TERM OF AGREEMENT

The Board appoints Agent exclusively to manage the Property for a period of ~~two (2)~~ ^{1 year} years, beginning 7/1/1997, and thereafter for periods of one (1) year unless this Agreement is terminated as provided in this section or in sections 11 or 12. Either party may terminate this Agreement at the end of the initial term or at the end of any renewal period provided that written notice is given to the other party on or before the thirtieth (30th) day prior to the expiration of the initial term or on or before the sixtieth (60th) day prior to the expiration of such renewal period.

SECTION 2 SERVICES OF AGENT

Agent shall manage the Property to the extent, for the period, and upon the terms of this Agreement. Agent shall perform the following services in the name of and on behalf of the Association, and the Association hereby gives Agent the authority and powers required to perform these services.

2.1 COLLECTION OF ASSESSMENTS/MAINTENANCE FEES

Agent shall collect (and give receipts for, if necessary) all monthly and other assessments and other monies that are due the Association with respect to the Property and for all rental or other payments from concessionaires, if any. HOWEVER, Agent shall have no authority or responsibility to collect delinquent assessments or other charges except to send notices of delinquency.

2.2 RECORDS OF INCOME AND EXPENDITURES

Agent shall maintain records of all income and expenses relating to the Property, and shall submit to the Association on or before each Board meeting of the following month, a statement of receipts and disbursements for the preceding month, including a statement of the balance in the operating account for the Property. Association will be given the option to sign checks at their meetings or to have Agent sign checks.

2.3 PREPARATION OF ANNUAL BUDGET

Sixty (60) days prior to the beginning of each fiscal year, which begins on January 1, Agent shall prepare and submit to the Board a recommended preliminary Annual Budget for the next year showing anticipated income and expenses for such year. Final Budget shall be submitted thirty (30) days prior to the beginning of each fiscal year.

2.4 SUBMISSION OF ANNUAL REPORT

Agent shall submit to the Association a summary of all receipts and disbursements relating to the Property for the preceding year. HOWEVER, submission of such annual report shall not be construed to require Agent to supply an audit. Any audit required by the Association shall be prepared at the Association's expense and by auditor(s) of its selection, with the full cooperation of the Agent.

2.5 MAINTENANCE OF COMMON ELEMENTS

Subject to the direction of the Board, at the expense of the Association and in accordance with the Association's approved budget, Agent shall cause the common elements of the Property to be maintained according to appropriate standards of maintenance consistent with the character of the Property.

2.6 EMPLOYMENT OF PERSONNEL

Agent shall hire, pay, negotiate collective bargaining agreements with (if necessary), supervise, and discharge whatever personnel may be required to maintain and operate the Property on behalf of the Association and in accordance with the budget, job standards, and wage rates previously approved by the Association. All such personnel shall be employees of the Association and not of Agent, and all salaries, taxes, and other expenses payable to or on account of such employees shall be operating expenses of the Property. Hiring, pay and discharging of employees shall have prior approval of the Board. Discharge for cause may be done with consultation with the President or other Officer of the Board. Periodic performance reviews shall be conducted with all employees, with input from the Board.

2.7 SERVICES/CONTRACTS

Subject to the direction of the Board and on behalf of the Association, Agent shall negotiate contracts with independent contractors for such other services as may be necessary or advisable for the common elements of the Property. Agent shall also purchase on behalf of the Association such equipment and supplies as are necessary for the proper operation and maintenance of the Property. All such contracts and purchases shall be executed in the name of the Association by its Board of Directors and at its expense. Agent shall solicit at least three (3) competitive bids, if required by Board, for any expenditures or contract that is estimated to exceed \$1000.00 if the Board deems necessary. Agent shall alert Board to all expiring contracts for proper review. Negotiation of contracts for extensive capital improvements may incur additional management fees.

2.8 PAYMENT OF EXPENSES

From the funds of the Association, Agent shall prepare checks for payment of all expenses of the Property, including taxes, water rates and other governmental charges, and all other charges or obligations incurred by the Association or by Agent on behalf of the Association with respect to the maintenance or operation of the Property or pursuant to the terms of this Agreement or pursuant to other authority granted by the Board on behalf of the Association. Payment checks shall be presented to the Board Treasurer, President, or both for signature in a timely fashion. (For efficiency, Agent would prefer to sign checks as we are bonded, etc.)

2.9 RECORDS OF INSURANCE

Agent shall maintain appropriate records of all insurance coverage for the Property carried by the Association as specified in paragraph 10.2. Agent shall cooperate with the Board in investigating and reporting all accidents or claims for damage relating to the ownership, operation, and maintenance of the common elements of the Property, including any damage or destruction to them.

2.10 PROFESSIONAL SERVICES

Agent shall act in an advisory capacity to the Board in all areas of managing and operating the Property and the Association. Advice includes, but is not limited to: compliance with all federal, state and local laws and regulations; recommendations for preventive maintenance and capital improvements; recommendations for proper and adequate insurance; adherence to specifications, quality of workmanship and general fulfillments for contracts or agreements; liaison with Association's legal counsel. It is understood that the Agent's experience with Property Management and with other properties will be used by Agent to give guidance as experience allows on matters of legal compliance, safety, proper maintenance and fiscal responsibility.

2.11 ADMINISTRATIVE SERVICES

Agent shall provide general administrative services, including, but not limited to: maintain 24-hour telephone service for contact with owners and tenants during regular business hours and emergency calls during non-business hours; prepare appropriate correspondence to conduct Association business and to communicate with owners; maintain accurate files of correspondence, contracts, meeting materials, financial documents and information required to document Association business; prepare appropriate materials for Board meetings and Association Annual Meeting; maintain current roster of owners; maintain copies of Association Rules and Regulations. Expense of postage and office supplies for conducting correspondence will be paid by Association.

SECTION 3 LIMITATION ON EXPENDITURES BY AGENT

In discharging its responsibilities under Section 2 of this Agreement, Agent shall not make any unbudgeted expenditures or incur any contractual obligation exceeding \$1,000.00 without the prior consent of the Association through the Board. HOWEVER, no such consent shall be required to repay any advances made by Agent under the terms of Section 5. Notwithstanding these limitations, Agent may, on behalf of the Association and without prior consent of the Board, expend any amount or incur a contractual obligation in any amount required to deal with emergency conditions which may involve a danger to life or property or which may threaten the safety of the Property or the individual owners and occupants or which may threaten the suspension of any necessary service to the Property.

SECTION 4 AGENT NOT RESPONSIBLE FOR MAINTENANCE OF INDIVIDUAL UNITS

Agent shall have no authority or responsibility for maintenance or repairs to individual units in the Property. Such maintenance and repairs shall be the sole responsibility of the owners individually. Agent has maintenance company and will provide maintenance if requested.

SECTION 5 DISPOSITION OF FUNDS

Agent, shall on behalf of the Association, deposit collections and pay expenses of the Property as stated below.

5.1 DEPOSIT OF COLLECTIONS

Agent shall deposit all monies collected on behalf of the Association in a bank or other financial institution whose deposits are insured by the federal government or such other depository as directed by the Association in writing. The funds of the Association shall at all times be maintained separate and apart from Agent's own funds and from the funds of any others. The Board of Directors shall be the only parties authorized to draw upon such accounts. Agent shall not be held liable in the event of bankruptcy or failure of such depository. Such operating account shall not be required to bear interest. The Board may require separate, interest bearing accounts for reserve funds.

5.2 AGENT NOT REQUIRED TO ADVANCE FUNDS

Agent shall have no obligation to advance funds to the Association for any purpose whatsoever. Any funds advanced to the Association by Agent shall be repaid to Agent immediately upon presentation of valid invoice to Association. Any sum due Agent under any provision of this Agreement, and not paid within twenty (20) days after such sums have become due, shall bear interest at the rate of 12.0% per annum unless nonpayment results from Agent's neglect in preparing check and presenting invoice in a timely fashion.

5.3 BONDING OF EMPLOYEES

All employees of Agent who handle or are responsible for the safekeeping of any monies of the Association shall be covered by comprehensive dishonesty and disappearance coverage protecting the Association at the expense of the Agent. If the Association requires a bond, in an amount and with a company determined by Agent and may be a blanket or umbrella bond, the expense of such bonding or proportionate share thereof shall be paid by Association. Agent carries employee dishonesty, general liability, and additional insurance (see certificate of insurance attached).

SECTION 6 ATTENDANCE AT BOARD MEETINGS

Agent, or designated employee or other representative of Agent, shall attend Board meetings necessary to conduct the business of the Association. Upon not less than 72 hours notice, Agent or its designated representative shall attend special meetings of the Board or of the Association as requested, provided Agent has no prior meeting commitments. Meetings other than Board meetings and annual meeting may be charged at \$75 per meeting. Agent or its representatives shall be custodian of the official records of the Board and the Association which remains the sole property of the Association and shall be available for inspection by the Board during regular business hours.

SECTION 7 ONE BOARD MEMBER TO DEAL WITH AGENT

The Board shall designate one of its members who shall be authorized to deal with Agent on any matter relating to the management of the Property. Agent shall not accept directions or instructions with regard to the management of the Property from anyone else. In the absence

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of any other designation by the Board, the President of the Board shall be deemed to have this authority. Board appoints the Vice-President as alternate should the President be unavailable. Agent may, but is not required to submit any matter, direction, instruction or the like to the Board and shall then follow the direction of the Board except that Agent shall be bound to follow Board directions as determined at the regular monthly Board meeting, and except as provided elsewhere in this agreement.

SECTION 8 LIMITATION OF AGENT'S AUTHORITY AND RESPONSIBILITY

Agent's authority to act and responsibility for the Property shall be subject to the limitations set forth below.

8.1 STRUCTURAL CHANGES

Agent shall have no authority to make any structural changes in the Property or to make any other major alterations or additions in or to any building or equipment therein, except such emergency repairs as may be required because of danger to life or property or which are immediately necessary for the preservation and safety of the Property or for the safety of the individual owners and occupants or which are required to avoid the suspension of any necessary service to the Property.

8.2 BUILDING COMPLIANCE

Agent shall not be responsible for the compliance of the Property or any of its equipment with the requirements of any building codes or with any statutes, ordinances, laws, rules, or regulations (including those relating to the existence and disposal of solid, liquid, and gaseous wastes, and toxic or hazardous substances) of any city, county, state, or federal governments or agencies, or any public authority or official thereof having jurisdiction over it. HOWEVER, Agent shall notify the Association promptly or forward the Association promptly any complaints, warnings, notices, or summons received by Agent relating to such matters. The Association represents that to the best of its collective knowledge the Property complies with all such requirements, and the Association authorizes Agent to disclose the ownership of the Property to any such officials and agrees to indemnify, defend, and hold Agent, its representatives, servants, and employees, harmless of and from all loss, cost, expense, and liability whatsoever which may be imposed on them by reason of any present or future violation or alleged violation of such laws, ordinances, rules or regulations.

8.3 AGENT ASSUMES NO LIABILITY

Agent assumes no liability whatsoever for any acts or omissions of the Board or the Association, or any previous Boards or current or previous owners of the Property, or any previous management or other agent of either. Agent assumes no liability for any failure of or default by any individual unit owner in the payment of any assessment or other charges due the Association or in the performance of any obligations owed by any individual unit owner to the Association, pursuant to any lease or otherwise. Agent likewise assumes no liability for any failure of or default by concessionaires in any rental or other payments to the Association. Nor does Agent assume any liability for previously unknown violations of environmental or other regulations which may become known during the period this Agreement is in effect. Any such regulatory violations or hazards discovered by Agent shall be brought to the attention of the Association in writing, and the Association shall promptly cure them.

SECTION 9 AGENT'S COMPENSATION

Agent shall be compensated for specific services as stated below.

9.1 FOR MANAGEMENT SERVICES

The Association shall pay Agent a management fee of a rate of \$546.00 per month. Agent and the Association agree to review the management fee, in light of Agent's cost of doing business, to determine if the fee shall be adjusted. Any adjustment shall be made in written addendum to this Agreement. The management fee shall be paid monthly in advance. The management fee shall be reviewed upon the contract renewal date. Any clerical services performed for the Association, such as preparation and circulation of notices and newsletters and general correspondence of the Association, shall be at the Association's expense, including but not limited to postage, copying and other expenses. Preparation of disclosure papers shall not be the obligation of the Association and shall be charged to the unit at the time of sale.

SECTION 10 OBLIGATIONS OF THE ASSOCIATION

The Association shall insure the Property, Agent, and itself against liability and bear the expense of any and all litigation against the Property, Agent, and the Association as stated below. In addition, the Association shall, through its Board, approve an Annual Budget for the Property.

10.1 SAVE AGENT HARMLESS FROM LIABILITY SUITS

The Association shall indemnify, defend, and save Agent harmless from all suits or other claims including, but not limited to, those alleging any negligence of Agent or its employees in connection with the Property or the management thereof and from liability for damage to property and injuries to or death of any employee or other person. The Association shall pay all expenses incurred by Agent including, but not limited to, all attorneys' fees, costs, and expenses incurred to represent Agent in regard to any claim, proceeding, or suit involving alleged negligence of Agent or its employees in connection with or arising out of the management of the Property. Any intentional or criminal acts of the Agent resulting in liability may cause this section to be null and void.

10.2 ESTABLISH AND MAINTAIN LIABILITY INSURANCE

The Association shall carry at its own expense public liability, fire and extended coverage, and workers' compensation insurance, and such other insurance as may be necessary or appropriate. Such insurance policies shall name both the Association and Agent as insured, and their coverage shall be adequate to protect the interests of both parties and in form, substance, and amounts reasonably satisfactory to Agent. The Association shall provide Agent with certificates evidencing such insurance or with duplicate copies of such policies within twenty (20) days from the date of execution of this Agreement; or Agent may, but shall not be obligated to, place said insurance and charge the cost thereof to the account of the Association. Said policies shall provide that notice of default or cancellation shall be sent to Agent as well as to the Association and shall require a minimum of thirty (30) days' written notice to Agent before any cancellation of or changes to said policies.

10.3 PAY ALL EXPENSES OF ANY LITIGATION

The Association shall pay all expenses incurred by Agent including, but not limited to, Agent's costs and time, any liability, fines, penalties or the like, settlement amounts, and attorney's fees for counsel employed to represent Agent or the association in any proceeding or suit involving any alleged or actual violation by Agent or the Association or the Board, or any combination of all of them, of any law or regulation of any governmental body pertaining to environmental protection, fair housing, or fair employment, including, but not limited to, any law prohibiting or making illegal discrimination on the basis of race, sex, creed, color, religion, national origin, family status, or mental or physical handicap. HOWEVER, the Association shall not be responsible to Agent for any such expenses in the event Agent is finally adjudged to have personally, and not in a representative capacity, violated any such law. Nothing contained in this Agreement shall obligate Agent to employ legal counsel to represent the Board of the Association in any such proceeding or suit. Agent agrees to consult with and obtain the approval of the Board prior to the appointment of any legal counsel to defend Agent in any above legal matters.

10.4 SAVE AGENT HARMLESS FROM LABOR LAW VIOLATIONS

The Association shall indemnify, defend, and save Agent harmless from all claims, investigations, and suits, or from the Association's or the Board's actions or failures to act, with respect to any alleged or actual violation of state or federal labor laws. The Association's obligation with respect to such violation(s) shall include payment of all settlements, judgements, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, litigation expense, and attorneys' fees.

10.5 APPROVE ANNUAL BUDGET

Within thirty (30) days of receipt of the recommended Annual Budget prepared by Agent, the Board shall either approve the budget as submitted or provide Agent with written notice setting forth those items which are unacceptable to the Board or provide Agent with written notice advising Agent what additional information is required. Failure to provide such notice to Agent within said thirty (30) day period shall be deemed as approval of the Annual Budget by the Board. Upon approval, Agent shall be authorized to operate and manage the Property in accordance with the Annual Budget.

SECTION 11 TERMINATION BY AGENT FOR CAUSE

Agent shall have the right to cancel this Agreement at any time in the event that any insurance required of the Association is not maintained without any lapse. Agent shall also have the right to cancel this Agreement at any time in the event it is alleged or charged that the Property or any equipment therein or any act or failure to act by the Board or the Association with respect to the Property or the sale, rental, or other disposition thereof or with respect to the hiring of employees to manage it fails to comply with or is in violation of any requirement of any constitutional provision, statute, ordinance, law, or regulation of any governmental body or any order or ruling of any public authority or official thereof having or claiming to have jurisdiction over it, and Agent in its sole and absolute discretion considers that the action or position of the

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Association of the Board with respect thereto may result in damage or liability to Agent, or disciplinary proceeding with respect to Agent's license. Agent shall provide written notice to the Association of its election to terminate this Agreement, including a statement concerning the alleged cause, in which case terminations shall be effective upon the service of such notice.

SECTION 12 TERMINATION BY THE ASSOCIATION

The Association may cancel this Agreement at any time for breach of contract on not less than thirty (30) days prior notice to Agent.

SECTION 13 ASSOCIATION RESPONSIBLE FOR PAYMENTS

Upon termination of or withdrawal from this Agreement by either party, the Association shall assume the obligations of any contract or outstanding bill executed by Agent under this Agreement for and on behalf of the Association and responsibility for payment of all unpaid bills. In addition, the Association shall furnish Agent security, in an amount satisfactory to Agent, against any obligations or liabilities which Agent may have properly incurred on the Association's behalf under this Agreement.

SECTION 14 RELATIONSHIP OF AGENT TO THE ASSOCIATION

The relationship of the parties to this Agreement shall be that of Principal and Agent, and all duties to be performed by Agent under this Agreement shall be for and on behalf of, in the name of and for the account of the Association. In taking any action under this Agreement, Agent shall be acting only as Agent for the Association, and nothing in this Agreement shall be construed as creating a partnership, joint venture, or any other relationship between the parties to this Agreement except that of Principal and Agent, or as requiring Agent to bear any portion of losses arising out of or connected with the ownership or operating of the Property. Nor shall Agent at any time during the period of this Agreement be considered a direct employee of the Association. Neither party shall have the power to bind or obligate the other except as expressly set forth in this Agreement, except that Agent is authorized to act with such additional authority and power as may be necessary to carry out the spirit and intent of this Agreement.

SECTION 15 INDEMNIFICATION SURVIVES TERMINATION

All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require the Association to have insured or to defend, reimburse, or indemnify Agent shall survive any termination; and if Agent is or becomes involved in any proceeding or litigation by reason of having been the Association's Agent, such provisions shall apply as if this Agreement were still in effect.

SECTION 16 HEADINGS

All headings and subheadings employed within this Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

SECTION 17 FORCE MAJEURE

Any delays in the performance of any obligation of Agent or Association under this Agreement shall be excused to the extent that such delays are caused by war, national emergencies, natural disasters, strikes, labor disputes, utility failures, governmental regulations, riots, adverse weather conditions, and other similar causes not within the control of Agent or Association, and any time periods required for performance shall be extended accordingly.

SECTION 18 COMPLETE AGREEMENT

This Agreement, including any specified attachments, constitutes the entire agreement between the Association and Agent with respect to the management and operating of the Property and supersedes and replaces any and all previous management agreements entered into or/and negotiated between the Association and Agent relating to the Property covered by this Agreement. No change to this Agreement shall be valid unless made by supplemental written agreement executed and approved by the Association and Agent. Except as otherwise provided herein, any and all amendments, additions, or deletions to this Agreement shall be null and void unless approved by the Association and Agent in writing.

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Each party to this Agreement hereby acknowledges and agrees that the other party has made no warranties, representations, covenants or agreements, express or implied, to such party, other than those expressly set forth herein, and that each party, in entering into and executing this Agreement, has relied upon no warranties, representations, covenants or agreements, express or implied, to such party, other than those expressly set forth herein.

SECTION 19 RIGHTS CUMULATIVE; NO WAIVER

No right or remedy herein conferred upon or reserved to either of the parties to this Agreement is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement or now or hereafter legally existing upon the occurrence of an event of default under this Agreement. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of the Agreement, or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver of relinquishment of such right or remedy with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties to it may be exercised from time to time and as often as may be deemed expedient by those parties.

SECTION 20 APPLICABLE LAW AND PARTIAL INVALIDITY

The execution, interpretation, and performance of this Agreement shall in all respects be controlled and governed by the laws of the State of Wisconsin. If any part of this Agreement shall be declared invalid or unenforceable, Agent or Association shall have the option to terminate this Agreement by notice to the other party, HOWEVER, the remainder of this Agreement shall not be affected thereby.

SECTION 21 NOTICES

Any notice required or provided for in this Agreement shall be in writing and shall be addressed as indicated below or to such other address as Agent or Association may specify hereafter in writing.

21.2 TO AGENT

Ogden & Company, Inc.
8850 N. Port Washington Rd.
Bayside, WI 53217

21.2 TO THE ASSOCIATION

St. Andrew Condominiums
Brookfield, WI 53045

21.3 DELIVERY OF NOTICES

Notices or other communication between the parties to this Agreement may be mailed by United States registered or certified mail, return receipt requested, postage prepaid, and may be deposited in a United States Post Office or a depository regularly maintained by the post office. Such notices may also be delivered by hand or by any other receipted method or means permitted by law. For purposes of this Agreement, notices shall be deemed to have been "given" or "delivered" upon personal delivery thereof or forty-eight (48) hours after having been deposited in the United States mails as provided herein.

SECTION 22 AGREEMENT BINDING ON SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefits of the successors and assigns of Agent and the heirs, administrators, successors, and assigns of the Association. Notwithstanding the preceding sentence, Agent shall not assign its interest under this Agreement except in connection with the sale of all or substantially all of the assets of its business, and then only if prior written consent from Association is obtained. In the event of such sale, Agent shall be released from all liability under this Agreement upon the express assumption of such liability by its assignee. This Agreement may be executed in several counterparts, and all so executed shall constitute one original Agreement.

AMENDMENT TO CONTRACT
BETWEEN OGDEN & COMPANY, INC., AMO®
AND ST. ANDREW SQUARE CONDOMINIUM ASSOCIATION

To the CONDOMINIUM MANAGEMENT CONTRACT (hereinafter "contract"), by and between, St. Andrew Square Association, a Wisconsin nonstock, nonprofit, membership homeowners association (hereinafter "Association") and Ogden & Company, Inc., a Wisconsin corporation (hereinafter "Manager") dated June 30, 1997.

Whereas Association desires to continue the engagement of Manager as manager and managing agent in accordance with the association by-laws.

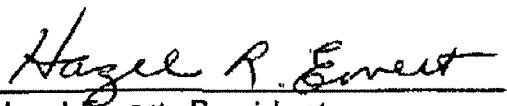
NOW THEREFORE, it is mutually agreed by and between Association and Manager as follows:

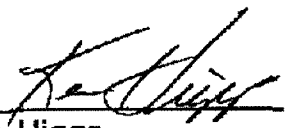
1. All terms and conditions of the contract dated June 30, 1997 and attached hereto shall remain in full force and effect unless otherwise stated herein.
2. The term of this agreement/contract shall be for 30 months beginning June 30, 1997 and ending December 31, 1999.
3. Compensation shall be \$546.00 per month for the term beginning June 30, 1997 with a management fee review on January 1, 1999.
4. Association hereby accepts the assignment of the agreement/contract and this Amendment, by Manager to Ogden & Company, Inc., a Wisconsin corporation all of right, title and interest to the agreement/contract.
5. Ogden & Company, Inc. hereby accepts the agreement/contract and Amendment, and hereby assumes and agrees to discharge and perform all of the obligations of Manager pursuant to such agreement/contract and Amendment.

This agreement/contract and Amendment shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and assigns.

Dated at Milwaukee, Wisconsin this 7 day of July, 1998.

IN WITNESS THEREOF, THE ABOVE MENTIONED PARTIES HAVE HERETO
AFFIXED OR CAUSED TO BE AFFIXED THEIR REPRESENTATIVE
SIGNATURES THIS 7th DAY OF July 1998.


Hazel Ewert, President
St. Andrew Square Condominium Association


Ken Higgs
Condominium Property Manager
Ogden & Company, Inc., AMO®

1587636

REGISTER'S OFFICE
WAUKESHA COUNTY, WIS. } SS
RECORDED ON

1990 APR 20 AM 11:51

DECL 1587636 0247
REEL 1587636

THIRD AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
ST. ANDREW SQUARE CONDOMINIUM

1587636

THIS THIRD AMENDMENT is entered into this 5th day
of Jan, 1990 by St. Andrew Square Condominium
Association, Inc., a Wisconsin corporation (the "Association").

RECITALS

St. Andrew Square Development Corporation recorded a
Declaration of Condominium of St. Andrew Square Condominium in
the Office of the Register of Deeds for Waukesha County,
Wisconsin as Document No. 1467361, subsequently amended in
First and Second Amendments recorded as Documents No. 1475571
and 1511903 (collectively the "Declaration"). The Association
now desires to change the allocation of common area expenses to
include all charges for municipal sewer and water.

AMENDMENT

NOW, THEREFORE, the Association adopts the following
amendments to the Declaration:

Section 1. Article 1, Section 3 of the Declaration is
hereby deleted in its entirety and replaced by the following:

"3. Utility Services. Utility services shall be
separately metered for each Unit and separately for the
Common Elements (if required), as described in Article 2
hereof, except that municipal sewer and water need not be
separately metered."

Section 2. The following sentence is added at the end
of Article 3, Section 2 of the Declaration: "For billings
accruing after December 31, 1989, municipal sewer and water
services, whether or not separately metered, shall be a common
expense of the Association."

NR 1194 0200

Section 3. Except as otherwise stated herein, the provisions of the Declaration shall remain unchanged and in full force and effect.

Section 4. The consents of the Unit owners and their mortgagees required by the Wisconsin Condominium Act shall be held by the keeper of the corporate minutes and shall be made available for inspection upon the reasonable request of any interested party.

Executed as of the day, month and year first above written.

ST. ANDREW SQUARE CONDOMINIUM
ASSOCIATION, INC.

By: W.A.P.
William A. Patch, President

Attest: [Signature]
Robert A. Patch, Secretary

STATE OF WISCONSIN)
COUNTY OF Milwaukee) SS.

Personally came before me this 31 day of Jan., 1990, the above-named William A. Patch and Robert A. Patch, President and Secretary, respectively, of St. Andrew Square Condominium Association, Inc., to me known to be the persons who executed the foregoing Third Amendment to Declaration of St. Andrew Square Condominium, and acknowledged the same.

Daniel C. Wimmer
Notary Public, State of Wisconsin
My commission: 4/12/92

This instrument was drafted by
Charlene A. Wallace, Esq.
Michael, Best & Friedrich
100 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-4108

Register of Deeds:
Please return to drafter.