THIRD AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP

EAST TOWN, a Condominium

Record this document with the Register of Deeds

Name and Return Address:
Lydia J. Chartre, Esq.
Husch Blackwell LLP
511 North Broadway,
Suite 1100
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(See Exhibit B for Parcel Numbers)

Parcel Identification Number

THIS INSTRUMENT DRAFTED BY:
LYDIA J. CHARTRE

THIRD AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP

OF

EAST TOWN, a Condominium

2562-2592 North Farwell Avenue
Milwaukee, Wisconsin

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THIRD AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS FOR EAST TOWN a Condominium

East Town, a Condominium (the "Condominium") was created by a Declaration, recorded in the office of Register of Deeds for Milwaukee County on July 23, 1991 as Document No. 6504549, as amended on July 10, 1997 as Document No. 7391617, as further amended on March 3, 1998 as Document No. 7496971.

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

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

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

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

ARTICLE I

DEFINITIONS AND LEGAL DESCRIPTION OF LAND

Section 1. LEGAL DESCRIPTION OF LAND: The real estate which is hereby submitted and subjected to the provisions of the Condominium Ownership Act, Chapter 703, Wisconsin Statutes, is legally described as set forth on Exhibit "A" attached hereto and incorporated herein.

Said real estate and all improvements thereon and appurtenances thereto shall be known as East Town, a Condominium.

Section 2. DEFINITIONS: For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

(a) "ASSOCIATION" shall mean and refer to East Town Condominium Association, Inc., a corporation formed under the nonstock corporation statute, Chapter 181, Wisconsin Statutes, its successors and assigns.

(b) "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit, including contract sellers of a

recorded land contract, but excluding those having such interest merely as security for the performance of an obligation.

(c) "UNIT" shall mean and refer to a part of the property subject to the Declaration, consisting of one (1) or more cubicles of air at one or more levels of space or one or more rooms or enclosed spaces located in one or more floors (or parts thereof) in a building and bounded along such boundaries as shown on the Plat, together with all facilities and improvements therein contained, excluding the land underneath same.

(d) "UNIT NUMBER" shall mean the number, letter or combination thereof identifying a Unit.

(e) "COMMON ELEMENTS" shall mean and refer, unless otherwise provided in this Declaration or amendments thereto, to the common areas and facilities consisting of the land and the entire premises described in Section 1 above, excepting the Units and excepting and subject to any structures built or improvements installed by or for public utilities.

(f) "LIMITED COMMON ELEMENTS" shall mean those common elements identified herein as reserved for the exclusive use of one or more, but less than all, of the Unit Owners.

(g) "MORTGAGE" shall mean any Mortgage or other security instrument by which a Unit or any part thereof is encumbered.

(h) "MORTGAGEE" shall mean any person named as the Mortgagee under any Mortgage under which the interest of any owner is encumbered, or any land contract vendor of any Unit, or any successor to the interest of such person under such Mortgage or such land contract.

(i) "MAJORITY" shall mean the Condominium Unit Owners with more than fifty percent (50%) of the votes assigned to the Units in this Declaration.

(j) "PERSON" shall mean an individual, corporation, partnership, association, trust or other legal entity.

ARTICLE II

PROPERTY AND UNITS; SUBMISSION TO ACT

Section 1. SUBMISSION OF PROPERTY TO THE ACT: The real estate described in Article I and all buildings and improvements constructed or to be constructed thereon have been submitted to the provisions of said Condominium Ownership Act (the "ACT").

Section 2. CODE IDENTIFICATION: Each Unit shall be specifically designated by its Unit Number as set forth in Exhibit B attached hereto and hereby made a part of this Declaration. Such Unit Number shall consist of one or two numerals. The post office address for each unit is also shown on Exhibit B.

Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number and every such description shall be deemed good and sufficient for all purposes, as provided in the Act.

Section 3. DESCRIPTION OF RESIDENTIAL BUILDING: The residential building on the real estate described in this Declaration contains 16 Units and is fully described in the exhibits attached hereto and made a part of this Declaration. The building and units are located as indicated on the Plat and made a part of this Declaration. Each Unit has approximately 1400 to 1500 square feet of living area and contains a one or two car tandem garage and storage areas on the garage level.

Section 4. BOUNDARIES OF UNITS: The vertical boundaries of each Unit shall be the center line of interior walls bounding a Unit and interior of the outside walls bounding a Unit; the lower horizontal boundary of a Unit shall be the plane of the upper surfaces of the base floor of the lowest level of the Unit, and the upper boundary shall be the plane of the under surface of the ceiling of the highest level of the Unit.

All windows, window frames, and doors, including all glass in all windows and doors, shall be considered a part of the Unit. In addition, all drywall within a Unit shall be part of the Unit.

All installations for providing power, light, gas, hot and cold water, heating, refrigeration and air conditioning exclusively to one Unit shall be considered a part of that Unit.

Section 5. INTERPRETATION OF PLANS: In interpreting the survey or floor plans or any deed or any other instrument affecting a Building or Unit, the boundaries of the Building or Unit constructed or reconstructed in substantial accordance with the survey and floor plans shall be conclusively presumed to be the actual boundaries rather than the description expressed in the survey or floor plans, regardless of minor variations between boundaries shown on the survey and floor plans and the actual boundaries of the Building or Units as located and erected.

ARTICLE III

COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 1. OWNERSHIP OF COMMON ELEMENTS: Each Unit Owner shall be entitled to and own an undivided interest in the Common Elements as a tenant-in-common with all other Unit Owners of the property, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of such Owner's Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with such Unit. Each Unit's percentage of ownership in the Common Elements shall be 6.25%

Each Unit's percentage of ownership in the Common Elements shall be subject to such easements as have been granted or may hereafter be granted to the City of Milwaukee or to public utilities.

Section 2. DESCRIPTION OF COMMON ELEMENTS AND FACILITIES: The Common Elements and facilities shall consist of:

(a) The land described in this Declaration;

(b) The driveways located on the land;

(c) All other parts of the property necessary or convenient to its existence, maintenance and safety, all normally in common use and not herein designated as Limited Common Elements;

(d) The foundations, columns, girders, beams, supports, main walls and roofs of the buildings;

(e) Areas set aside for storage of maintenance equipment;

(f) Installations for providing central services such as power, light, gas and cold water;

(g) Tanks, pumps, controls, fans, compressors, ducts and, in general, all apparatus and installations intended for common use;

(h) Service rooms and equipment rooms.

(i) The public water meter located in the service room in Unit One.

Section 3. DESCRIPTION OF LIMITED COMMON ELEMENTS AND FACILITIES: The Limited Common Elements and Facilities are all porches, patios, walkways and driveways which service one Unit. Each Unit Owner shall be entitled to the exclusive use and possession of that Porch, patio, walkway and driveway, direct access to which is provided for his respective Unit, and which is or are located outside of and adjoining his respective Unit.

Section 4. NO PARTITION OF COMMON ELEMENTS: There shall be no partition of Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership; provided, however, that if any Unit shall be owned by two or more co-owners as tenants-in-common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said Unit Ownership between such co-owners.

Section 5. CONVEYANCE OF LIMITED COMMON ELEMENTS: Any Unit Owner may convey his right to use any Limited Common Element pertinent to his Unit to any other Unit Owner. The use of the Limited Common Element so conveyed shall thereupon become appurtenant to the Unit owned by the Grantee. Such conveyance shall be upon a form approved for use by the Association and shall be recorded in the office of the Register of Deeds for Milwaukee County. Such instrument shall provide that upon recording the original document it shall be returned to the Secretary of the Association. After such conveyance, the conveying Unit Owner shall have no further right to use the Limited Common Element so conveyed, and

the Limited Common Element shall thereafter be appurtenant to the Unit owned by the Grantee, as specified in the conveyance form, until further conveyance. Any Unit Owner may lease his right to use any Limited Common Element appurtenant to his Unit to any other Unit Owner.

ARTICLE IV

CONVEYANCE OF UNIT

Section 1. INTERESTS INCLUDED IN CONVEYANCE: No Unit Owner may sell, convey or transfer any legal or equitable interest in his Unit without including the percentage of ownership interest in the Common Elements and in all assets and liabilities of the Association appurtenant to the Unit; and any deed, mortgage or other instrument purporting to affect one or more of such interests, without including them all, shall be deemed to include all such rights, title, interests and obligations of the Unit Owner.

ARTICLE V

OTHER PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS

Section 1. OWNER'S RIGHT TO INGRESS AND EGRESS AND SUPPORT: Each Owner shall have the right to ingress and egress over, upon and across the Common Elements necessary for access to his Unit and such rights shall be appurtenant to and pass with the title of each Unit.

Section 2. USE OF UNITS:

(a) The Units shall be occupied and used only for private residential dwelling purposes and for no other purposes. No trade or business shall be carried on anywhere within said Units. Any person occupying a Unit with the authority of an Owner shall comply with all of the restrictions, covenants and conditions imposed hereunder on an Owner. If an Owner of a Unit intends to leave such Unit for a period of more than one (1) month, such Owner shall notify the Association prior thereto of his forwarding address and of a telephone number where he can be reached.

(b) No Unit shall be occupied by more than two (2) unrelated persons. For the purpose of this document, a "related" person shall be defined as a spouse, parent, sibling, child, aunt, uncle or other lineal ancestor.

(c) Animals. No animal, except a permitted animal (as herein defined) shall be allowed within or about the premises.

(i) A permitted animal is defined as a single caged bird, common small tank fish, as a single domestic dog or not more than two cats. No more than one dog per unit is allowed.

(ii) Dogs are not allowed in the courtyard at any time, and must enter and exit the premises through the garages.

(iii) All condominium grounds, including those which abut the street, are off-limits for animals to use to relieve themselves. In the event of an accident in this regard, the owner must pick up and dispose of all animal droppings immediately.

(iv) Visiting animals are allowed, but only if the total number of permitted animals does not exceed the maximum number of animals allowed.

(v) When outside of the owner's unit, all dogs must be on a leash, no more than six feet in length, or in a cage or a carrying container. An individual capable of controlling the animal must hold the leash.

(vi) In the event that an animal exhibits aggressive behavior towards another animal or to a person, the owner may be asked by the Board of Directors to relocate the animal.

(vii) Excessive noise or violation of any of these rules may lead to the imposition of fines upon the owner at the discretion of the Board of Directors.

(viii) No animal, whether a permitted animal or not, may be kept, bred or maintained for commercial purposes.

(d) A Unit shall not be rented for transient or hotel purposes, which shall be defined as: (a) any rental for periods of less than thirty (30) days; or (b) any rental if the occupants of the Unit are provided customary hotel services, such as room service for food and beverage, maid service, bellboy service or laundry service; or (c) any rental where the lessor furnishes linen, cooking utensils, eating utensils, and/or telephone.

Section 3. USE OF COMMON ELEMENTS:

(a) No trade or business may be carried on in the Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements without the prior written consent of the Association except as specifically provided herein. Nothing shall be altered on, constructed or removed from the Common Elements except upon the prior written consent of the Association. No garbage or rubbish containers shall be placed or kept in any Common Elements or Limited Common Elements, other than those areas designated by the Association therefor. No clothes line shall be maintained on the Common Elements or Limited Common Elements and same shall not be used for hanging of clothes, rugs or other articles. Provided, however, that the Owners of Units 8 and 9 shall be permitted to screen the patio area with living shrubberies, bushes and plantings (but not trees) provided they maintain same at their expense and comply with the provisions of Article IX.

(b) An Owner of a Unit shall in no case paint, decorate, or alter the appearance of the Common Elements or exterior of the building without the prior written consent of the Board of Directors of the Association. No owner of a Unit may erect, post or display posters, signs or advertising material on or in the Common Elements;

provided, however, that any Owner of a Unit may erect or post a temporary sign of customary and reasonable dimension relating to a Unit for sale, and signs that support or oppose a candidate for public office or referendum question may be displayed to public view from a unit as long as the sign is less than 24 inches by 24 inches in size, is placed no more than 90 days before the pertinent election or vote, and is removed within 7 days of the pertinent election or vote.

(c) Parking areas (including driveways on which parking is allowed), whether designated as Common Elements or Limited Common Elements, shall be used only for the parking of private passenger automobiles, pickup trucks, motorcycles and bicycles. Such vehicles shall at all times, be in running condition and bear current license plates. Persons using such parking areas shall, at reasonable times, for a reasonable period and upon reasonable notice, remove their vehicles therefrom to permit the parking areas to be repaired, resurfaced, repainted, striped or to permit cleaning thereof or the removal of snow therefrom or for similar purposes.

Section 4. PROHIBITION OF DAMAGE AND CERTAIN ACTIVITIES: Nothing shall be done or kept in any Unit or in the Common Elements or any part hereof which would increase the rate of insurance on the premises or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof which would be in violation of any Statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Elements, a Unit, or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitee, to the Association or their Owners. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Elements as may become an annoyance or nuisance (including the use of music players, musical instruments, amplifiers, televisions or radios at such time or in such volumes of sound as to be objectionable) to any other Owner or to any other person at any time lawfully occupying the Unit.

Section 5. SUBDIVISION OF UNITS: Except as may be provided for herein, no Units may be subdivided.

Section 6. RULES AND REGULATIONS: No Owner shall violate the rules and regulations for the use of the Units and of the Common Elements as adopted from time to time by the Association.

Section 7. DELEGATION OF USE: Any Owner may delegate, in accordance with the By-laws, or this Declaration, his right of enjoyment of the common Elements and facilities to the members of his family, to the tenants of his Unit or recorded land contract purchasers of his Unit and only to said individuals.

Section 8. CONSTRUCTION: In the event any construction or remodeling work shall be performed in or about a Unit by a Unit Owner, or his contractors, agents, servants, and/or employees, said Unit Owner shall be responsible for maintaining and keeping the

Common Elements and public areas such as hallways, public walks and drives free and clear of debris, dust, and construction materials, and promptly cause the removal of such debris, dust and construction materials as may be placed thereon.

Section 9. SEPARATE MORTGAGES OF UNITS: Each Unit Owner shall have the right to mortgage or encumber his own respective Unit, together with his respective Ownership interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the property or any part thereof, except his own Unit and his own respective Ownership interest in the Common Elements.

Section 10. SEPARATE REAL ESTATE TAXES: It is intended and understood that real estate taxes are to be separately taxed to each Unit Owner for his Unit and his corresponding percentage of Ownership in the Common Elements, as provided in the Wisconsin Condominium Ownership Act. In the event that, for any year, such taxes are not separately taxed to each Unit Owner, but are taxed on the property as a whole, then each Unit shall pay his proportionate share thereof, the allocation in respect to Common Elements to be in accordance with his respective percentage of Ownership interest in the Common Elements. In the latter event, to assure the ability of each Unit Owner to pay his share of the real estate taxes the Association may establish an escrow account and require each Unit Owner to pay into such account a sum equal to one-twelfth (1/12th) of his share of the estimated real estate taxes each month, or the Association, at the option of the Board of Directors, may pay the real estate taxes of a delinquent Unit Owner and assess the amount paid to the Unit Owner

Section 11. MAINTENANCE, REPAIRS AND REPLACEMENTS:

(a) All maintenance, repairs, and replacements to the Common Elements and facilities, and the Limited Common Elements and facilities, whether located inside or outside of the Units (unless necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner), shall be made by the Board of Directors and charged to the Unit Owners as a common expense.

(b) The Owner of each Unit shall furnish, at his own expense, and be responsible for all maintenance, repairs and replacement of each Unit together with utilities lines, mechanical equipment and fixtures which serve only one Unit, and such fixtures and equipment which are located within one Unit; and glass surfaces, screens, doors, windows, door and window hardware appurtenant to each Unit. The expense of such maintenance, repairs and replacement shall be borne solely by each such Owner. To the extent such maintenance, repairs, and replacements are visible from the exterior, the Unit Owner must obtain the prior written approval of the Board of Directors to ensure uniformity of appearance of the Condominium.

(c) No Unit Owner, except as otherwise provided herein or in the By-laws, may do any alteration which would jeopardize the soundness or safety of the property, reduce the value thereof, or impair any easement or hereditament.

(d) In the event that the need for maintenance, repairs or replacement is caused through the willful or negligent act of an Owner, his family, guests or invitees, the

costs of such maintenance, repairs or replacement shall be added to and become a part of the assessment to which such owner's Unit is subject.

Section 12. COMMON SURPLUSES: All Common Surpluses may be credited to Unit Owners' assessments for common expense in proportion to their obligation for assessments or may be added to the Association's reserve funds, at the discretion of the Board of Directors. The Association, by and through its Board of Directors may from time to time provide for other common uses of such surpluses.

ARTICLE VI

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. MEMBERSHIP: Every Owner of a Unit shall be entitled and required to be a member of the Association. If title to a Unit is held by more than one person, each such person shall be a member. An owner of more than one Unit shall be entitled to one membership for each such Unit owned by him. Each such membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically by conveyance of that Unit. No Person or entity other than an Owner of a Unit may be a member of the Association, and membership in the Association may not be transferred except in connection with the transfer of title to a Unit; provided, however, that the rights of voting may be assigned to a Mortgagee as further security for a loan secured by a mortgage on a Unit.

Section 2. VOTING:

All Owners shall be entitled to one (1) vote for each Unit owned. When more than one person holds an interest in any Unit the vote for such Unit shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Unit. There can be no split vote. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded. Such filings may be made with the Secretary via email or other electronic means.

Section 3. UNIT VALUE FOR VOTING: The interest for each Unit shall be 6.25% and shall serve as a basis in determining the voting interest of each Unit on matters for determination by Unit Owners and as to other matters described in the Wisconsin Unit Ownership Act.

Section 4. AMPLIFICATION: The provisions of this article may be amplified by the Articles of Incorporation and the By-laws of the association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owner set forth herein.

ARTICLE VII

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. THE COMMON ELEMENTS: The Association, subject to the rights and duties of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Elements and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

Section 2. SERVICES: The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Common Elements, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Common Elements or the enforcement of this Declaration. The Association may arrange with others to furnish water, trash collection and other common services to each unit.

Section 3. PERSONAL PROPERTY FOR COMMON USES: The Association may acquire and hold for the use and benefit of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interest in the Common Elements. Such interest shall not be transferable except with the transfer of a Unit. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. The transfer of title to a Unit under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Unit.

Section 4. RULES AND REGULATIONS: The Association, by and through its Board of Directors, may make reasonable rules and regulations governing the use of the Units and of the Common Elements, which rules and regulations shall be consistent with the rights and duties established in this Declaration.

Section 5. IMPLIED RIGHTS: The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 6. PERSONAL LIABILITY: NO DIRECTOR or OFFICER of the ASSOCIATION shall be personally liable to any UNIT OWNER or to any other party, including the Association, for any loss or damage suffered or claimed on account of any act, omission, error or negligence of such Officer or Director acting in such capacity, provided such person acted in good faith, without willful or intentional misconduct.

ARTICLE VIII

COVENANT FOR ASSESSMENTS

Section 1. AGREEMENT TO PAY ASSESSMENT: Each Owner of any Unit by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association for the purpose provided in this Declaration, annual assessments, special assessments for capital improvements, and assessments for any other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article.

Section 2. PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Members and for the improvement and maintenance of the Common Elements, and such emergency repairs as the Association may deem necessary.

Section 3. ANNUAL ASSESSMENTS: The Board of Directors of the Association shall from time to time, and at least annually, prepare a budget and fix the annual assessment.

Section 4. SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment for the purposes of (a) defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Elements including fixtures and personal property related thereto; (b) offsetting shortages resulting from noncollection of the annual assessment or underestimation; and (c) unusual or unpredicted costs, including but not limited to the cost of collecting annual assessments or enforcement of the provisions of the Declaration; provided, however, that any such assessment, with the exception of an assessment required to remedy a health, safety, or structural-integrity related issue, shall have the assent of two-thirds (2/3) of the votes of Members affected who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. SPECIAL ASSESSMENT AGAINST A PARTICULAR UNIT: Special assessments may be made by the board against a particular Unit Owner and his Unit for:

(a) Costs and expenses (anticipated or incurred) for damage to the Common Elements caused by or at the direction of that Unit Owner or guests or tenants of the Unit Owner or other occupants of the Unit;

(b) Costs, expenses and actual attorneys' fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce the Act, the Declaration, the By-laws, or the Rules or Regulations where there is found to be a violation thereof;

(c) Costs and expenses (anticipated or incurred) for emergency repairs to a Unit;

(d) Liabilities, costs and expenses incurred by the Association as a result of any temporary or permanent condition or defect in the Unit;

(e) Interest due on General and Special Assessments;

(f) Forfeitures, fines, and other penalties levied by the Board for violations of the condominium Documents by a Unit Owner or the tenants or guests of the Unit Owner or occupants of a Unit;

(g) All other costs and expenses anticipated or incurred by the Association which are subject to special assessments as provided under this Declaration or the By-laws.

Section 6. NOTICE OF MEETINGS: Written notice of any meeting called for the purpose of taking any action authorized under Section 4, to the extent an owner vote is required by that Section, shall be sent to all members not less than ten (10) days or more than sixty (60) days in advance of the meeting. Quorum for that meeting shall be as set forth in the Bylaws.

Section 7. UNIFORM RATE OF ASSESSMENT: Both annual and Special Assessments must be fixed at a uniform rate for all Units; provided, however, the Association shall assess an individual Unit for all sums due solely from that Unit as provided in Section 5 of this Article.

Section 8. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: The annual assessments provided for herein shall be payable in monthly installments and shall commence as to all Units on the first day of the first month following the conveyance of the Unit. The first annual assessment shall be adjusted according to the number of months then remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The annual assessments shall be paid in twelve (12) equal monthly installments due on the first of the month. The due dates for any special assessment shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid.

Section 9. LIEN FOR ASSESSMENTS: All sums assessed to any Unit pursuant to these Articles, together with interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for those as may be specified in the Act.

To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Unit, and a description of the Unit. Such a notice shall be signed by the Association and may be filed in the office of the Clerk of the Circuit Court of Milwaukee County, Wisconsin. No notice of lien shall be filed until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Wisconsin. In any such foreclosures, the Owner shall be required to pay the costs and expenses of filing the notice of lien, of all proceedings and all reasonable attorney's fees. All such costs

and expenses, including any late fees and interest on the assessments, shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Unit as the Owner thereof. A release of notice of lien shall be executed by the Association and filed with the Milwaukee County Clerk of Circuit Court, upon payment of all sums secured by a lien which has been made the subject of a filed notice of lien.

Any encumbrancer holding a mortgage or other lien on a Unit may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

The Association shall upon written request report to any encumbrancer of a Unit any unpaid assessments remaining unpaid for longer than thirty (30) days after the same shall have become due and any default in the performance by the individual Unit Borrower of any obligation under the condominium documents which is not cured within thirty (30) days; provided, however, that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

Section 10. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION: Any assessments which are not paid when due shall be delinquent. Any assessment or installment thereof not paid within ten (10) days after the due date shall bear interest from the due date at a rate of interest set in the Rules and Regulations, and the Association Board may also fix a reasonable late fee for each month or fraction thereof that such assessment is not paid and such late fee shall be set forth in the Rules and Regulations. All payments on account shall be first applied to the interest and late charge, if any, and then to the assessment payment first due. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Unit. A suit to recover a money judgment for unpaid assessments hereunder may be maintainable without foreclosing or waiving the lien securing the same. If any installment of any assessment becomes delinquent, the privilege of paying such assessment in installments may be terminated at the discretion of the Board and, if such delinquent installment be of an annual assessment, the entire annual assessment for the remainder of the fiscal year, or if the delinquent installment be of a special assessment, the entire special assessment, shall be considered at once, without further notice, due and payable and shall be considered delinquent.

Section 11. SUBORDINATION OF THE LIEN TO MORTGAGES: The lien of the assessments provided for herein shall be subordinate to the liens that may be specifically described in the Act. Sale or transfer of any Unit shall not affect the assessment lien. The sale or transfer of any Unit pursuant to a mortgage foreclosure may extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, to the extent the same is set forth in the Act, and in that event, such unpaid assessment shall be deemed to be common expenses collectible from all of the Owners excluding the acquirer, his successors and

assigns. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IX

ARCHITECTURAL CONTROL

Section 1. ARCHITECTURAL CONTROL COMMITTEE AUTHORITY: No exterior additions or alterations, including painting or decorating, to the buildings, porch, patios, additional fences, or changes in existing fences, hedges, plantings, walls, walkways and other structures shall be commenced, erected or maintained until the plans and specifications showing the nature, kind, shape, height, materials, location, color and approximate cost of same shall have been submitted to and approved in writing as to harmony of external design and location in relation to the building by an Architectural Control Committee composed of the Board of Directors of the Association, or by a representative or representatives designated by the Board of Directors. In the event said Committee, or its designated representatives, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, and if no suit to enjoin the making of such additions, alterations or changes has been commenced within sixty (60) days of application, such approval shall be deemed to have been given. If no application has been made to the Architectural Control Committee or their representatives, suit to enjoin or remove such additions, alterations or changes may be instituted at any time. Neither the members of the Architectural Control Committee nor its designated representatives shall be entitled to compensation to themselves for services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by the Architectural Control Committee.

Section 2. ANTENNAE: Exterior antennae may be placed consistent with the Rules and Regulations of the Association.

ARTICLE X

INSURANCE

Section 1. PROPERTY DAMAGE: The Board of Directors of the Association shall obtain, to the extent available in the normal commercial marketplace, broad form insurance against loss by fire and against loss by lightening, windstorm, hail, snow storm and other risks normally included within risk of loss extended coverage, including vandalism and malicious mischief, insuring all Common Elements, Units and Unit upgrades or betterments, together will all service machinery appurtenant thereto, as well as all personal property belonging to the association, but excluding any Unit Owner personal property, in an amount equal to the full replacement value, with code upgrades, without deduction for depreciation. The Board of Directors may obtain a third-party insurance appraisal to determine the full replacement value of the Property insured.

Section 2. COMBINED INSURANCE: If insurance coverage is available to combine protection for the Association and the Unit Owner's individual Unit, the Board of Directors is hereby given discretionary power to negotiate such combination of insurance protection on an

equitable cost sharing basis under which the Unit Owner would be assessed individually for the amount of insurance which he directs the Board of Directors to include in such policies for his additional protection. Copies of all such policies shall be provided to each mortgagee. Nothing contained in this paragraph shall be deemed to prohibit any Unit Owner, at his own expense, to provide any additional insurance coverage on his improvements or on his Unit which will not duplicate any insurance provided by the Association or Unit Owners.

Section 3. INSURANCE PROCEEDS: The proceeds of such insurance shall be applied by the Association or by the trustee on behalf of the Association for the repair or reconstruction of the Common Elements and Unit or Units; and the rights of the mortgagee of any Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions herein with respect to the application of insurance proceeds to reconstruction of the Unit or Units. Payment by an insurance company to the Association or to such trustee of the proceeds of any policy, and the receipt of the release from the Association of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which such proceeds may be held pursuant thereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or to see to the application of any payments of the proceeds of any policy by the Association or the corporate trustee.

Section 4. DESTRUCTION AND RECONSTRUCTION: In the event of a partial or total destruction of one or more Units, they shall be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as originally built, unless within thirty (30) days after such partial or total destruction, all of the Owners of Units and two-thirds (2/3) of the holders of first mortgages subject to this Declaration agree not to repair or rebuild. On reconstruction the design, plan and specifications of any building or Unit may vary from that of the original upon approval of the Association; provided, however that the number of square feet of any Unit may not vary by more than five percent (5%) from the number of square feet for such Unit as originally constructed, and the location of the Unit shall be substantially the same as prior to the damage or destruction.

Section 5. PARTITION: The Association shall have the right to levy assessments against the Units involved in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction; provided, however, that in the event of damage to an extent more than the available insurance, this Condominium shall be subject to an action for partition, upon obtaining the written consent of the Unit Owners having no less than seventy-five percent (75%) of the votes. In the event of partition, the net proceeds of sale, together with any net proceeds of insurance shall be considered as one fund and shall be divided among all Unit Owners in proportion to their liability for assessments and shall be distributed in accordance with the priority interests in each Unit.

Section 6. OTHER INSURANCE: In addition to the insurance required above, the Board shall obtain, to the extent available in the normal commercial marketplace, with the costs thereof to be borne as a Common Expense:

(a) Worker's compensation insurance;

(b) Liability insurance providing coverage in an amount not less than two million dollars ($2,000,000) per occurrence for injury, including death, and property damage covering the Association, the Board of Directors, officers, and all agents and employees of the Association, and all Unit Owners and other persons entitled to occupy any Unit or other portion of the Property;

(c) Directors and Officers Insurance covering the officers, directors, property managers and volunteers;

(d) Fidelity insurance covering officers, directors, property managers, employees, and other persons who handle or are responsible for handling Association funds. Such insurance shall be in an amount at least equal to no less than three (3) months' operating expenses plus reserves on hand as of the beginning of the fiscal year and shall contain waivers of any defense based upon the exclusion of persons serving without compensation; and

(e) In addition to the insurance required above, the Board of Directors may obtain such other insurance, including cyber or automobile insurance, as it deems necessary.

Section 7. INSURANCE DEDUCTIBLE: In the event of any insured loss on the Association's master insurance policy, the Association's deductible shall be the responsibility of the person or entity (including the Association) who would be responsible for such damage under the Condominium Documents, in the absence of insurance. If the cause of loss originates within a Unit, the Unit Owner is responsible for the damage costs up to the Association's master insurance policy deductible. If the cause of the loss originates in more than one Unit or a Unit and the Common Elements, the responsibility for paying the Association's deductible shall be equitably apportioned by the Board in its sole discretion among the Unit(s) and/or Common Elements where the loss originated.

Section 8. UNIT OWNER INSURANCE: The Unit Owners shall be responsible for and shall obtain insurance coverage for the personal property within the Unit, and also for coverage for Building/Additions and Alterations/Improvements and Betterments (Coverage A), and loss assessment coverage, at a minimum limit of the Association's master policy deductible.

ARTICLE XI

NOTICES

All notices and other documents required to be given by this Declaration or by the By-laws of the Association, shall be sufficient if given to one registered owner of a Unit regardless of the number of Owners who have an interest therein. Notices and other documents to be served upon the Association shall be personally served on the agent specified for receipt of process herein or mailed by certified mail, return receipt requested to the agent specified for receipt of process herein at the address of that agent as provided herein. All Owners shall provide the Secretary of the Association with the address for the mailing, emailing, or service of any notice or other documents and the Secretary shall be deemed to have discharged his duty with

respect to giving of such notice by mailing it or having it delivered personally or electronically to such address as is on file with him. If the Unit Owners fail to provide such address, the Secretary shall be deemed to have discharged his duty with respect to the giving of such notice by mailing it or having it delivered personally or electronically to the Unit Owner.

ARTICLE XII

GENERAL PROVISIONS

Section 1. ENFORCEMENT: The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations, now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. SEVERABILITY: If any provision, or any part thereof, of this Declaration or the application thereof to any person or circumstances shall, to any extent, 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, and each provision or any part thereof, of this Declaration shall be valid, and be enforced to the fullest extent.

Section 3. FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER: The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a Unit Owner, with knowledge of the breach of any covenant thereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

Section 4. TERMINATION: This Declaration may be terminated only by the unanimous consent of all of the Owners of all Units and all of the parties holding mortgages, liens or other encumbrances against any of said Units, in which event the termination of the Declaration shall be by such plan as may be then adopted by said Owners and parties holding any mortgages, liens or other encumbrances. The instruments necessary for such termination shall be recorded in Milwaukee County, Wisconsin.

Section 5. AMENDMENTS: Except as hereinafter limited and provided, this Declaration may be amended by the written consent of not less than seventy-five (75%) percent of the Unit Owners.

Any Amendment must be recorded in Milwaukee County, Wisconsin.

Section 6. REGISTERED AGENT FOR SERVICE OF PROCESS: The registered agent for service of process and the address for the registered agent, shall be the registered agent

and the address of the registered agent of the East Town Condominium Association, Inc. as stated on file with the Wisconsin Department of Financial Institutions.

Section 7. 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.

Section 8. CAPTIONS: The captions and Article headings herein are intended only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions hereof.

This Third Amended and Restated Declaration complies with the requirements of the Declaration and the applicable law, Wis. Stat. § 703.09(2), in that it has been approved by the written consent of Unit owners with not less than Seventy-five percent (75%) of the Unit Owners in the Association, and such consents have been approved by the mortgagees or holders of equivalent security interest in the Units to the extent required by the Act.

IN WITNESS WHEREOF, the Association has executed this Third Amended and Restated Declaration of Condominium for East Town, a Condominium this 28th day of January, 2022.

EAST TOWN CONDOMINIUM ASSOCIATION, INC., a Wisconsin Non-Stock Corporation,

By: Abiola M. Adetoro
Abiola M. Adetoro, President

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

This document was acknowledged before me by Abiola M Adetoro, as President of East Town Condominium Association, Inc. on this 28 day of Jan, 2022.

Notary Public, State of Wisconsin
Name: David C Ortiz
My Commission Expires: 12.16.24

DAVID C. ORTIZ NOTARY PUBLIC STATE OF WISCONSIN

EXHIBIT A

Legal Description

Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 in the East Town Condominium(s) created by a "Declaration of Condominium" recorded on July 23, 1991, in the Office of the Register of Deeds for Milwaukee County, Wisconsin, as Document No. 6504549, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the City of Milwaukee, County of Milwaukee, Wisconsin.

EXHIBIT B

Tax Key Numbers

Tax Key	Street Address
3191281000	2592 N. Farwell Avenue, Unit 1
3191282000	2590 N. Farwell Avenue, Unit 2
3191283000	2588 N. Farwell Avenue, Unit 3
3191284000	2586 N. Farwell Avenue, Unit 4
3191285000	2584 N. Farwell Avenue, Unit 5
3191286000	2582 N. Farwell Avenue, Unit 6
3191287000	2580 N. Farwell Avenue, Unit 7
3191288000	2578 N. Farwell Avenue, Unit 8
3191289000	2576 N. Farwell Avenue, Unit 9
3191290000	2574 N. Farwell Avenue, Unit 10
3191291000	2572 N. Farwell Avenue, Unit 11
3191292000	2570 N. Farwell Avenue, Unit 12
3191293000	2568 N. Farwell Avenue, Unit 13
3191294000	2566 N. Farwell Avenue, Unit 14
3191295000	2564 N. Farwell Avenue, Unit 15
3191296000	2562 N. Farwell Avenue, Unit 16