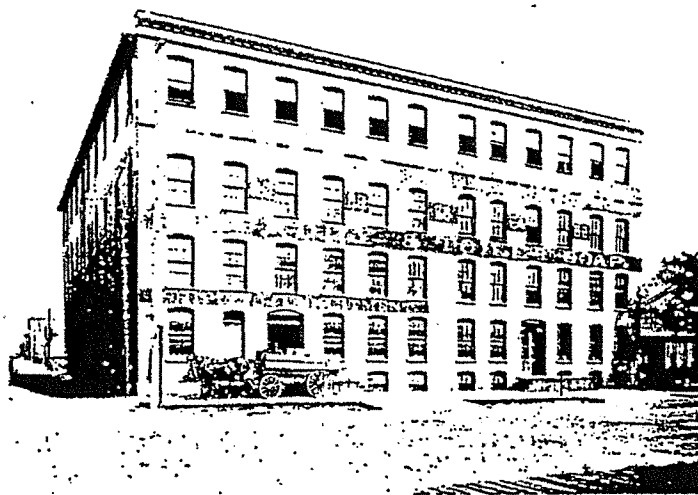




TRANSPORTATION
DISTRICT CONDOMINIUM
OWNERS ASSOCIATION
DIRECTORY

DISCLOSURE MATERIALS

FOR

**TRANSPORTATION DISTRICT CONDOMINIUM
418 NORTH 3RD STREET
MILWAUKEE, WISCONSIN 53203**

DECLARANT

**THIRD PROPERTY LLC
413 NORTH 2ND STREET, SUITE 100
MILWAUKEE, WISCONSIN 53203**

DECLARANT'S AGENT

**JEFFREY G. NOWAK
413 NORTH 2ND STREET, SUITE 100
MILWAUKEE, WISCONSIN 53203**

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 BE RELIED UPON AS CORRECT AND BINDING. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.
3. YOU MAY AT ANY TIME WITHIN FIVE (5) BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, AND FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSIT MADE.

INDEX

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

1. Declaration. The declaration establishes and describes the condominium, the units and the common and limited common areas. The declaration begins at Tab 1.
2. Bylaws. The bylaws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The Bylaws begin at Tab 2.
3. Articles of Incorporation. The operation of a condominium is governed by the association, of which each unit owner is a member. Powers, duties and operation of an association are specified in its articles of incorporation. The articles of incorporation begin at Tab 3.
4. Management or Employment Contracts. Certain services are provided to the condominium through contracts with individuals or private firms. These Contracts, if any, begin at Tab 4.
5. Annual Operating Budget. The association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The budget begins at Tab 5.
6. Expansion Plans. The declarant has reserved the right to expand the condominium in the future. A description of the plans for expansion and its effect on unit owners begins at page 36 of the Declaration at Tab 1.
7. Floor Plans and Map. The declarant has provided floor plans of the units being offered for sale and a map of the condominium which shows the location of the unit you are considering and all facilities and common areas which are part of the condominium. The floor plans and map begin at Tab 7.
8. Conversion Condominium Statement. The condominium includes a building which was previously used for nonresidential purposes and is now being renovated for residential purposes. The declarant has provided a statement, based on a report prepared by an independent architect or engineer, regarding the structural components and mechanical and electrical installations in the condominium. The declarant makes no representations concerning the expected useful life of the structural components and mechanical and electrical installations in the condominium. There are no outstanding notices of uncured violations of building code or other municipal regulations affecting the condominium. The conversion condominium statement begins at Tab 8.

CONDOMINIUM DECLARATION
OF
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
TRANSPORTATION DISTRICT CONDOMINIUM

This Declaration is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes, as now existing and as it may be amended or renumbered from time to time, (hereinafter the "Act") this 14th day of July, 2000 by THIRD PROPERTY, LLC, a Wisconsin limited liability company (hereinafter the "Declarant") and approved and consented to by SECOND PROPERTY, LLC, a Wisconsin limited liability company (hereinafter "Second Property").

WHEREAS, the Declarant is the owner in fee simple of certain improved real estate located in the City and County of Milwaukee, State of Wisconsin, as more particularly described herein; and

WHEREAS, the Declarant desires and intends by this Declaration to submit and subject said real estate together with any building, structures, improvements and other permanent fixtures of whatsoever kind thereon, now existing or hereafter constructed, and all rights and privileges belonging or in anyway pertaining thereto to the provisions of the Act; and

WHEREAS, the Declarant desires to establish certain rights and easements in, over and upon said real estate for the benefit of itself and the benefit of all future owners or occupants of the said real estate or any part thereof (which shall be known as the Transportation District Condominium), and any unit(s) thereof or therein contained, and to provide for the harmonious

beneficial and proper use and conduct of the property and all unit(s), together with mutually beneficial restrictions and obligations with respect to the use and maintenance thereof; and

WHEREAS, the Declarant desires and intends that owners, mortgagees, occupants and other persons hereinafter acquiring any interest in said real estate shall at all times enjoy the benefits of and hold their interests subject to the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote, enhance and protect the common amenities and to facilitate the proper administration of said real estate; and

WHEREAS, Second Property is the owner in fee simple of certain improved real estate located in the City and County of Milwaukee, State of Wisconsin, as more particularly described herein, which is adjacent to the Declarant's real estate; and

WHEREAS, the Declarant contemplates that the land owned by Second Property may be added to the Condominium established hereunder, but neither the Declarant nor Second Property shall be under any obligation to add any part or all of Second Property's land to the Condominium established hereunder, and neither the Declarant nor Second Property makes any warranty or representation that any part or all of the expansion rights reserved herein shall be exercised.

NOW, THEREFORE, the Declarant, as the holder of title of said real estate hereinafter described, and for the purpose hereinabove set forth, declares and states as follows:

1. STATEMENT OF DECLARATION.

The purpose of this Declaration is to submit the lands hereinafter described and the improvements constructed thereon to the condominium form of ownership in the manner provided by the Act and this Declaration. The Declarant hereby declares that it is the sole owner of the real

property, described in Exhibit "A" attached hereto and incorporated herein by reference, together with all buildings and improvements thereon (hereinafter the "Property") which is hereby submitted to the condominium form of ownership as provided in the Act and this Declaration. The Property shall be held, sold, conveyed, encumbered, mortgaged, leased, occupied, used, improved and in any and all other respects affected subject to the provisions, conditions, covenants, restrictions and easements of this Declaration and the Act. All provisions hereof shall be deemed to run with the land and inure to the benefit of and shall be binding upon the Declarant, its successors and assigns and all parties hereafter having an interest of any kind in the Property and their heirs, personal representatives, successors and assigns.

2. DEFINITIONS.

The terms used herein shall have the same meanings as set forth in the Act and as follows, unless the context otherwise requires:

(a) "Association" means TRANSPORTATION DISTRICT CONDOMINIUM OWNERS ASSOCIATION, INC., a non-stock, non-profit corporation organized and existing pursuant to Chapter 181 of the Wisconsin Statutes, its successors and assigns, which is the means through which the condominium unit owners acting as a group shall administer, manage, operate and control the Property. The use of the term "Association" herein does not necessarily mean that the entire Association is entitled to vote on a particular matter since the Association acts through its Board.

(b) "Board" or "Board of Directors" mean the governing body of the Association, elected in accordance with the Bylaws.

(c) "Building" means the free standing structure located on the Property and for purposes of further specificity, may, at times hereinafter, be referred to as the Soap Works Building.

(d) "Bylaws" mean the Bylaws of the Association.

(e) "Common Elements" means all of the Condominium except its Units and its Parking Units and Storage Units (until designated Limited Common Elements). Certain Common Elements are available for the nonexclusive use and enjoyment of all Unit Owners. Other Common Elements are referred to as "Limited Common Elements".

(f) "Common Expenses" mean any and all expenses incurred by the Association in connection with the management of the Condominium, maintenance, repair and replacement of the Common Elements and administration of the Association, including expenses for maintenance, repair, replacement, 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 or management personnel.

(g) "Common Expenses and Common Surpluses" mean the expenses and surpluses of the Association.

(h) "Condominium" means the Property together with the Units, Parking Units, Storage Units and Common Elements as they are currently constructed or as they may hereafter be constructed on the Property.

(i) "Condominium Documents" mean this Declaration, the Articles of Incorporation and Bylaws of the Association, and such Rules as may be adopted by the Board pursuant to this Declaration or the Bylaws.

(j) "The Declarant" means Third Property, LLC, a Wisconsin limited liability company with offices in Milwaukee, Wisconsin and the successors and assigns of the Declarant pursuant to assignment in accordance with Section 33 of this Declaration..

(k) "Declaration" shall mean this Declaration of Condominium of Transportation District Condominium as the same may be amended from time to time.

(l) "Director" shall mean a member of the Board.

(m) "Expansion Real Estate" shall mean those lands described on Exhibit "D", which are presently owned by Second Property and are herein reserved for possible annexation to the Condominium pursuant to Section 24 of this Declaration and the adjoining public alleyway on the east property line of the Property, as more fully described in paragraph 22.4 herein.

(n) "Interest" means the proportionate undivided interest in the Common Elements appurtenant to each particular Unit in the Condominium.

(o) "Limited Common Elements" mean those Common Elements identified in this Declaration or the Plat as reserved for the exclusive use of one or more but less than all of the Unit Owners, which are appurtenant to such Unit(s). Parking Units and Storage Units will become Limited Common Elements after being designated and conveyed by the Declarant.

(p) "Majority" or "Majority of Unit Owners" mean the Unit Owners with more than fifty percent (50%) of the votes assigned to the Units in this Declaration.

(q) "Master Association" means a profit or non-profit corporation or unincorporated association which exercises the powers granted by the Act on behalf of one or more condominiums or for the benefit of the unit owners of one or more condominiums.

(r) "Mortgagee" means the holder of any recorded mortgage encumbering one or more Units or a land contract vendor.

(s) "Occupant" shall mean the Owner or any other person or entity having possession of or residing in a Unit.

(t) "Parking Unit" shall mean a separate freehold estate, which is a part of the Condominium intended for the parking of vehicles, including one or more cubicles of air located inside or outside the Building. An interior Parking Unit shall have the following outer boundaries: the horizontal boundaries being the upper surface of the pavement of such Parking Unit and the lower surface of the ceiling or structural components affixed to the ceiling above the Parking Unit and the vertical boundaries being the planes perpendicular to the horizontal boundaries, extended in each case to an intersection with the Unit's horizontal boundaries, as shown on the Plat. An exterior (surface) Parking Unit shall have the following outer boundaries: the horizontal boundary being the upper surface of the pavement of such Parking Unit and the vertical boundaries being the planes perpendicular to the horizontal boundaries, extended in each case to an intersection with the Parking Unit's horizontal boundaries, as shown on the Plat. An Owner of a Parking Unit shall not own any interest in the Common Elements of the Condominium except a right of access by vehicle or foot to and from the Parking Unit in the Condominium. The Parking Units shall not share in the Common Expenses and Common Surpluses of the Condominium. Upon the purchase of a Parking Unit by a Unit Owner, the Parking Unit shall thereupon become a Limited Common Element, appurtenant to the Unit to which it is conveyed.

(u) "Plat" shall mean that certain plat of condominium comprised of a plat of survey of the Property, Building floor plans, Unit designations Parking and Storage Unit

designations and a general description of the Expansion Real Estate, as recorded in the Register of Deeds Office of Milwaukee County and as the same may be amended from time to time.

(u) "Property" shall mean the real estate together with all buildings and improvements located thereon which is described in Exhibit "A", which is hereby being submitted to the condominium form of ownership and such portions of the Expansion Real Estate as are hereafter added to the Condominium in the manner described herein.

(v) "Rules" shall mean rules and regulations established by the Association as provided in the Bylaws of the Association.

(w) "Storage Unit" shall mean a separate freehold estate, which is a part of the Condominium intended for the storage of a Unit Owner's personal property, including one or more cubicles of air located inside the Building. A Storage Unit shall have the following outer boundaries: the horizontal boundaries being the upper surface of the floor of such Storage Unit and the lower surface of the ceiling or structural components affixed to the ceiling above the Storage Unit, extended in each case to an intersection with the Storage Unit's vertical boundaries, as shown on the Plat and the vertical boundaries being the center lines of the Storage Unit's perimeter walls, extended in each case to an intersection with the Storage Unit's horizontal boundaries, as shown on the Plat. An Owner of a Storage Unit shall not own any interest in the Common Elements of the Condominium except a right of access to and from the Storage Unit in the Condominium. The Storage Units shall not share in the Common Expenses and Common Surpluses of the Condominium. Upon the purchase of a Storage Unit by a Unit Owner, the Storage Unit shall thereupon become a Limited Common Element, appurtenant to the Unit to which it is conveyed.

(x) "Unit" shall mean a separate freehold estate, which is a part of the Condominium intended for any type of individual, private or independent use, including one or more cubicles of air at one or more levels of space or one or more rooms or enclosed spaces located on one or more floors (or parts thereof) in the Building. A Unit shall have outer boundaries as follows:

(1) The vertical boundaries of a Unit are the center lines of the Unit's perimeter walls and any enclosed mechanical, utility or fireplace chases or the like, extended in each case to an intersection with the Unit's horizontal boundaries.

(2) The horizontal boundaries of a Unit are the planes of the under surfaces of the plywood subflooring and planes of the under surfaces of the finished wood ceilings of each Unit, extended in each case to an intersection with the Unit's vertical boundaries.

(3) All non-structural wall, ceiling and flooring materials installed within the vertical and horizontal boundaries of a Unit (including, but not limited to, drywall, paint, plaster, wall paper, subflooring or underlayment, wood flooring, tile, and carpeting) shall be considered part of the Unit.

(4) The entrance door(s) of a Unit (other than the outer surface), all interior window and door trim (casing, moldings, etc.) and the interior frame surfaces on the windows and the entrance door(s) of a Unit, and all hardware (handles, locks, hinges, etc.), screens or screening and glass for or in such windows and doors, shall be considered part of the Unit.

(5) All equipment, systems, fixtures, mechanicals, fireplace chases and installations, and all components thereof (pipes, wires, ducts, outlets, etc.) for providing air

conditioning, electricity, gas, hot and cold water, telephone, television, cable or satellite broadcast services, heat or other utility services exclusively for one Unit shall be considered part of that Unit even though portions thereof may be located outside the boundaries of the Unit and shall be repaired and maintained by and at the expense of the Unit Owner. All heating, ventilation, air conditioning, utility lines, plumbing equipment, mechanicals, fireplace chases, telephone, television, cable or satellite broadcast services and the like located outside of a Unit and serving more than one Unit or the Common Elements and any utility lines, plumbing equipment, mechanicals, fireplace chases and the like contained inside the boundaries of a particular Unit but which service more than one Unit or the Common Elements are Common Elements and shall be repaired and maintained by and at the expense of the Association, except as otherwise provided in this Declaration or the Bylaws of the Association. Said outer boundaries are shown on the Plat and the building and floor plans attached hereto marked Exhibit "B" and are incorporated herein by reference. A Unit shall include all fixtures and improvements including, but not limited to, pipes, ducts, electric wiring and conduits, plumbing, heating, ventilation and air-conditioning units and water heaters contained therein, which service only that Unit.

(y) "Unit Owner" means a person, combination of persons, a partnership (either general or limited), a corporation, a limited liability company, a trustee or any other legal entity, whether foreign or domestic, who holds legal title to a Unit which is part of the Property or who has equitable ownership of a Unit as a land contract vendee, but the definition excludes those having an interest or lien in a Unit as security for the performance of an obligation. The Declarant is a Unit Owner with respect to each Unit to which it holds title. At times herein, the term

"Owner" may be used interchangeably with the term "Unit Owner" and shall carry the same meaning.

3. NAME AND ADDRESS OF CONDOMINIUM.

The Property and all buildings and improvements now and/or hereafter located thereon shall be known as the TRANSPORTATION DISTRICT CONDOMINIUM. The address of the TRANSPORTATION DISTRICT CONDOMINIUM is 418 North Third Street, City and County of Milwaukee, Wisconsin 53203.

4. DESCRIPTION AND LOCATION OF BUILDING AND UNITS.

The Condominium consists of one (1) five (5) floor Building with an underground floor for parking and a roof top penthouse located on the Property. The Building will contain a total of twenty-eight (28) Units, one of which will be located on the roof of the Building (hereinafter the "Penthouse Unit"). There will be twenty-five (25) indoor Parking Units in the underground portions of the Building and seven (7) outdoor surface Parking Units. There are twenty-five different Unit configurations containing one (1) two (2) or three (3) bedroom layouts with from one (1) to three (3) bathrooms from which the Unit Owner may choose. The interior areas (gross) of the Units range from 1,007 to 2,330 square feet, which is greater than the liveable interior areas of the Units. The construction details of the various Units to become subject hereto vary. With the exception of Units 230 and 330, which are being combined as permitted in Section 5.2 hereof and will be located on the second and third floors in the Soap Works Building connected by interior stairs, each Unit is located on one (1) floor in the Soap Works Building. The Units, including the Penthouse Unit, located on all floors of the Soap Works Building other than the first floor shall have the right to purchase indoor Parking Units, as hereinafter provided. The Units

located on the first floor of the Soap Works Building shall have the right to initially purchase only the outdoor surface Parking Units, as hereinafter provided. A portion of the roof of the Soap Works Building will contain a roof top deck area open to the non-exclusive use and enjoyment by all Unit Owners, as regulated by the Association. A portion of the roof of the Soap Works Building will contain a roof top deck area which will be a Limited Common Element appurtenant to the Penthouse Unit for the exclusive use and enjoyment by the Owner thereof, as regulated by the Association. The Soap Works Building, Units, Parking Units, Storage Units, floor plans, Common Elements, Limited Common Elements and Plat are more fully described in Exhibit "B" depicting the layout, location, unit numbers and dimensions thereof. Complete construction details of the Soap Works Building, Units, Parking Units and Storage Units are available for inspection at the office of the Declarant. To accommodate the locations of beams and other physical aspects of the Building, the Declarant hereby reserves the right to make minor adjustments to the configuration of Common Elements and the size and/or floor plans of any Unit during the course of construction of the Common Elements and the Units. In the event the actual location or configuration of Common Elements or the size and/or floor plans of any Unit, as constructed, is materially different from what is shown in the Plat, the Declarant shall file an amendment to the Plat showing the actual location and/or configuration and/or dimensions and floor plans for the Common Elements or Units.

5. IDENTIFICATION AND MODIFICATION OF UNITS.

5.1 Identification. The Units are designated and identified in a sequential numerical order, and the respective Unit designations, post office addresses and Interests

appurtenant thereto are set forth on Exhibit "C", attached hereto and incorporated herein by reference.

5.2 Modification. Except as otherwise restricted herein, a Unit Owner may make any improvements or alterations within the Unit owned by the Unit Owner that do not impair the structural integrity or lessen the support of any portion of the Condominium. Upon completion of construction of his Unit, a Unit Owner may not change the exterior appearance of a Unit or of any other portion of the Condominium without the prior written approval of the Association, which approval may be withheld or given upon such terms and conditions as the Association, in its sole discretion, deems appropriate. If any Unit Owners of adjoining Units whose mutual boundaries may be relocated desire to relocate said boundaries, those boundaries may be relocated in accordance with the pertinent provisions, i.e., Section 703.13 (6), of the Act, subject to the prior written approval of the Association which approval may be withheld or given upon such terms and conditions as the Association, in its sole discretion, deems appropriate. If a Unit Owner owns two (2) or more adjoining or adjacent Units (side-by-side or above-below), such Unit Owner may make such structural changes to the Common Elements between such Units to provide access between such Units for common living purposes, including the elimination of any hallways between such Units if such hallways do not serve any other Units. If any Unit Owners of Units whose mutual boundaries have been modified or relocated or combined in any fashion as permitted herein thereafter desire to relocate said boundaries, those boundaries may be relocated and the Units may be separated in accordance with the pertinent provisions, i.e., Section 703.13 (7), of the Act, subject to the prior written approval of the Association which approval may be withheld or given upon such terms and conditions as the Association, in its sole discretion, deems

appropriate. No Unit may be separated pursuant to the terms hereof or Section 703.13 (7), of the Act unless it has previously been modified as permitted herein. Any such structural change by a Unit Owner shall, in all instances, be subject to the prior written approval of the Association, which approval may be withheld or given upon such terms and conditions as the Association, in its sole discretion, deems appropriate. Any such work shall be subject to Section 13 of this Declaration and, notwithstanding any such work, the Units involved shall remain separate Units in the Condominium and under this Declaration.

6. COMMON ELEMENTS.

The Common Elements shall consist of all of the Condominium and all improvements and appurtenances thereon, except the Units and the fixtures and equipment, wherever located, serving only one of the Units, as the same are defined hereunder, and shall include, without limitation, the land on which the Soap Works Building is located, all common utility services and lines, all common water and sewer laterals and systems, outside walls and roof, elevators, common stair ways, entrances, halls, loading docks, trash collection areas, walks, driveways, landscaping and all other facilities which will be available for the common use of the Unit Owners, Occupants, lessees and their respective families and guests.

7. LIMITED COMMON ELEMENTS.

7.1 Description. A portion of the Common Elements are designated as "Limited Common Elements", as shown on Exhibit "B". Such Limited Common Elements shall be reserved for the exclusive use of the Owner or Occupant of the Unit or Units to which they are appurtenant. The Limited Common Elements shall include such Storage Units and Parking Units which have been conveyed to Unit Owners and are then appurtenant to such Units, roof deck areas appurtenant

to the Penthouse Unit and other Common Elements as are designated Limited Common Elements on Exhibit "B".

7.2 Use. The manner of use of the Limited Common Elements shall be governed by the Bylaws of the Association and such Rules as may be established thereunder. No Unit Owner shall alter, modify, remove, repair, maintain, decorate, landscape or adorn any Limited Common Element, or permit such, in any manner contrary to the Bylaws and Rules.

8. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

Each Unit Owner shall own an undivided Interest in the Common Elements and Limited Common Elements as a tenant in common with all other Unit Owners and, except as otherwise limited in this Declaration, shall have the nonexclusive right to use and occupy the Common Elements for all purposes incident to the use and occupancy of a Unit as a place of residence and in accordance with the provisions of Sections 6 and 7 herein, which rights shall be appurtenant to and run with the Units. The percentage of such undivided Interest in the Common Elements and Limited Common Elements appertaining to each Unit and its Owner for all purposes, including proportionate payment of Common Expenses and rights to Common Surpluses, shall be as provided in Exhibit "C".

9. PURPOSE OF PROPERTY.

The Soap Works Building, its Units, Parking Units, Storage Units, Common Elements and Limited Common Elements are intended for and restricted exclusively to residential housing, parking and recreational facilities for Unit Owners, Occupants and their respective families, lessees and/or guests as governed by the terms and conditions contained herein, the Bylaws and

the Rules as may be established thereunder. No Unit may be leased for a term of less than one (1) year, except by the Declarant, unless otherwise approved by the Board, in its sole discretion. All lease and occupancy agreements, other than Declarant's leases and occupancy agreements, must be approved in advance by the Association. Any such agreement not previously approved by the Association shall be voidable by the Association. In the event of a lease or occupancy agreement affecting a Unit (other than Declarant's), the Association shall have the right to deal with the Unit Owner, or at its option, directly with the Occupant with respect to any issues that may arise relating to the Unit or any default or violation hereunder or under the Bylaws or Rules. No Unit may be owned or occupied by more than three (3) individuals who are unrelated by blood, marriage or adoption. The time sharing of a Unit or conversion of an ownership interest in a Unit into intervals or segments of time is expressly prohibited. No trade or business shall be carried on anywhere in such Units, except for (1) the use of a Unit for personal or home/office business conducted by mail and telecommunications which does not unreasonably burden the use of the Common Elements by excessive deliveries, pick-ups or visits by business service providers or customers, subject to any Rules related thereto, 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 or model Units by the Declarant or its agents for sales of Units or by the Association for conducting its affairs in a manner which would not detract from the principal use of the Units as residences. Any business use of a Unit shall be conducted only as provided herein and as may be permitted under the City of Milwaukee Code of Ordinances. Ownership of pets in Units of the Condominium is limited to not more than two (2) cats or one (1) dog, which will not exceed twenty (20) pounds in weight, or one (1) bird, which will not have a loud call audible outside a Unit and will not

exceed fourteen (14) inches in length from beak to tail tip. No exotic animals or reptiles shall be allowed in the Condominium, and pet ownership shall, in all events, be subject to the Bylaws and Rules established by the Association. No animal may be kept in a Unit or the Condominium for commercial or breeding purposes. The provisions contained herein and any Rules relating to pets shall not, however, prohibit the keeping of a dog or other animal which is used for the aid of a handicapped person. The Association shall have the right to compel any Unit Owner or Occupant to temporarily or permanently remove any undesirable pet from a Unit and/or the Condominium. Any amendments to this Section 9 relating to an Owner's use of his Unit in the Soap Works Building shall require the written consent of eighty-five percent (85%) of the Unit Owners and their respective Mortgagees.

10. RESERVATIONS AND EASEMENTS OF DECLARANT.

The Declarant and the Declarant's duly authorized agents, representatives and employees shall have the right to maintain model Units and a sales office on the Property and to use those model Units and the sales office during the period that any of the proposed Units in the Soap Works Building or any Units in the Expansion Real Estate remain unsold. The location and size of the model Units shall be identical in every way to the Units as shown on Exhibit "B" and it is intended that such model Unit shall ultimately be sold to a Unit Owner. The Declarant shall have the right to enter into leases or occupancy agreements for Units owned by Declarant with terms of less than one (1) year. The Declarant shall have the right to use signs, flags or other types of devices in any portion of the Condominium to promote the development and sale of the Units. The Declarant and persons it may select shall have the right of ingress and egress in, over and across the Common Elements and the Limited Common Elements and the right to store materials

thereon and make such other use thereof as may be reasonably necessary incident to construction, remodeling, development, sales and operation of the Condominium, Units, Common Elements and Limited Common Elements thereof. The Declarant hereby reserves for itself, until such time as all Units in the Condominium have been sold or conveyed to parties other than the Declarant or its successor or assign under Section 33 of this Declaration and thereafter for the Association, the right to grant and/or dedicate to the City of Milwaukee, the County of Milwaukee, any other governmental agency or public or semipublic utility companies (including cable or satellite television companies), easements and rights-of-way (and any and all improvements contained therein) for the erection, construction and maintenance of all poles, wires, pipes and conduits (either above or below ground) for the transmission of electricity, gas, water, sewer, telephone, television broadcasts, in any form, and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains, and similar services, and for performing any public or quasi-public utility function that the City of Milwaukee or Milwaukee County or any other governmental agency shall require or that the Declarant and/or the Association may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as possible, in underground pipes or other conduits and shall include the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which such an easement may be created. The Soap Works Building and the Units contained therein may be eligible for state and/or federal historic tax credits and the Declarant reserves unto itself the benefit of any such credits, notwithstanding any conveyance of Units. Every Unit Owner, by acceptance of a deed for a Unit, agrees to assist the Declarant, to the best

of such Unit Owner's ability but without any cost or expense to the Unit Owner, in obtaining, to the extent possible, the maximum benefits under such historic tax credits.

11. ASSOCIATION OF UNIT OWNERS.

11.1 Powers of Association. The Association shall be incorporated and shall have all of the powers of a non-stock corporation as presently enumerated in the Wisconsin Non-Stock Corporation Law, Chapter 181 of Wisconsin Statutes and all of the powers of an association, absolute and conditional, as presently enumerated in the Act and as said statutes may be hereafter amended. The Board is authorized to establish Rules for the use of the Condominium Units, Parking Units, Storage Units, Common Elements and the Limited Common Elements in furtherance of the purpose of the Condominium and prescribe fines, penalties, and/or special assessments for any violation thereof and shall furnish such Rules in writing to the Unit Owners who shall be bound thereby. The Association has the power and is authorized to delegate its rights and responsibilities to a Master Association as provided in the Act.

11.2 Membership, Duties and Obligations. All Unit Owners shall be entitled and required to be members of the Association which shall be responsible for carrying out the purposes of this Declaration, including the management and control of the Common Elements and the Limited Common Elements. Each Unit Owner and the Occupants of the Units shall abide by and be subject to all of the terms and provisions of this Declaration, the Bylaws and the Rules of the Association.

11.3 Voting Rights. The Association shall have one class of voting membership. One (1) vote shall be allowed for each Unit regardless of the number of Unit Owners thereof. If title to a Unit is held by more than one person, the membership related to that Unit shall be shared

by such Owners in the same proportionate interests and by the same type of tenancy in which title to the Unit is held; however, such Unit Owners shall designate one (1) person to cast the vote appurtenant to such Unit. Such Unit Owners will provide the Association with written notice of the designated voter for their Unit, which designation may be changed, in writing, from time to time thereafter. No vote may be cast for any Unit Owners who have not notified the Association of the designated voter for such Unit. Voting rights may not be split, and shared membership interests must be voted pursuant to said designation. Parking Units and Storage Units have no voting rights separate or apart from the voting rights accruing to the Unit to which they may become appurtenant as Limited Common Elements.

11.4 Rights of Declarant. Notwithstanding any other provisions herein contained, the Declarant, its successors and assigns, shall have the right, at its option, to appoint and remove the Directors and officers of the Association and to exercise the powers and responsibilities otherwise assigned by this Declaration or the Act to the Association, its Board or officers until the earlier of thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element Interest to purchasers or ten (10) years from the date the first Unit is conveyed by the Declarant to anyone other than the Declarant or its successors and assigns under Section 33 of this Declaration. All present and future Owners, Mortgagees, lessees and Occupants of Units in the Condominium shall be deemed, by acceptance of any deed to or mortgage on any Unit or by entering into a land contract or lease affecting a Unit or by the act of occupancy of a Unit, to agree, approve, and consent to the right of the Declarant to so control the Association. 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 thirty-three and one-third percent (33 1/3%) of the Directors.

11.5 Association Personnel. The Association may obtain and pay for the services of any person or entity to manage its affairs, to the extent it deems advisable, and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the Condominium. The Association may contract for such services as may be required for the Units, the Building, the Common Elements and/or the Limited Common Elements.

11.6 Working Capital Fund. Each purchaser of a Unit from the Declarant shall pay to the Association the equivalent of three (3) monthly installments of the existing or estimated assessment for Common Expenses at the time of conveyance by the Declarant. This payment shall not be an advance payment of the assessment, but rather an additional assessment for a working capital fund. The Declarant may not utilize the working capital fund to defray its own expenses while it maintains control of the Association. The Association may determine how to use or apply the working capital fund, including, but not limited to, an addition to any reserve fund, a deposit to a segregated fund for any purpose, a refund to Units Owners or a reduction in the assessment in any amount in any year. Nothing herein shall prevent a Unit Owner from recouping any payments made to the Association under this paragraph 11.6 from a subsequent purchaser of the Unit Owner's Unit.

12. REPAIRS AND MAINTENANCE.

12.1 Individual Units. Each Unit Owner shall be responsible for keeping the interior of his Unit and all of its equipment, fixtures and appurtenances including, but not limited

to, pipes, ducts, electrical wiring and conduits, plumbing, heating, utility lines, fireplace chases and air-conditioner units (including any portions thereof located in a Common Element or Limited Common Element) in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for such maintenance, repair and replacement with respect to his Unit as is more fully set forth herein and in the Bylaws and Rules.

12.2 Common Elements and Limited Common Elements. The Association shall be responsible for the management and control of the Common Elements and the Limited Common Elements (including Parking Units and Storage Units after conveyance to a Unit Owner) and shall cause the same to be maintained, repaired, replaced and kept in good, clean, attractive and sanitary condition, order and repair, except to the extent individual Unit Owners are responsible therefor, as is more fully set forth herein and in the Bylaws and Rules.

13. UNIT OWNER'S RIGHTS WITH RESPECT TO INTERIORS.

Except as otherwise provided below, each Unit Owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise refurnish and decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of his Unit and all walls, ceilings, floors and doors within such boundaries, and to erect partition walls of a non-structural nature, provided that such Unit Owner shall take no action which in any way will materially change any common walls, except as otherwise provided herein with reference to relocation of boundaries. A Unit Owner may not paint, paper, tile, repaint, decorate, modify or alter any brick walls forming the perimeter of a Unit, any steel bracing rods, turnbuckles or any wood column, beam, joist or purloin located in a Unit. A Unit Owner may paint or stain the wood floor in the Unit, but not the wood ceiling. No Owner of a Unit may erect, post or display posters, signs or any form of

advertising materials in the Common Elements or Limited Common Elements or within a Unit but visible outside of such Unit (e.g., inside a window). The Association shall establish uniform standards for all window treatments throughout the Condominium, which will mandate the type, style and color of such treatments. Each Unit Owner shall, at the Owner's expense, abide by such uniform window treatment standards. The Association may make available in a location it deems appropriate a display area in which Units that are available for sale may be listed in a manner established by the Association. If at any time nonresidential Units are established in the Condominium in the Expansion Real Estate, the Owner of a nonresidential Unit shall be entitled to place advertising in the windows and/or doors located in the perimeter of the Unit, in a manner established by the Association.

14. RIGHT OF FIRST REFUSAL ON SALE.

The Association shall have a right of first refusal with respect to sale of any Unit. Each Unit Owner, after acceptance of an offer or contract to purchase but prior to sale of his Unit or any interest therein shall first deliver to the Association a written notice containing the terms and conditions of the proposed sale. Such notice may be delivered personally or by deposit thereof in the United States Mail properly addressed with postage prepaid to the Association. Thereafter, the Association shall have ten (10) days within which to elect to purchase the subject Unit on the terms and conditions stated in the notice, in which event the selling Owner shall sell the Unit described to the Association pursuant to the terms and conditions stated in the notice within sixty (60) days thereafter. If the Association does not respond to such notice within such ten (10) day period, the Association shall be conclusively deemed to have refused to purchase the Unit under the first refusal right. If the selling Owner does not so sell the Unit pursuant to the terms of the

notice within ninety (90) days after refusal by the Association, or if a sale is proposed at a price or upon terms and conditions different from those refused by the Association, the Association shall again be entitled to its right to first refusal hereunder.

15. RIGHT OF DECLARANT TO DISPOSE OF UNITS.

The provisions of Section 14 shall not be applicable to or binding upon the Declarant until subsequent to the initial sale of all Units in the Condominium or in the Expansion Real Estate, if it is annexed to the Condominium. The Declarant shall have the right to lease Units for any term, sell or otherwise dispose of Units by deed, land contract or other form of installment sale, or by such other means of conveyance as it may choose, and in the event that the Declarant shall be forced to foreclose or otherwise recover possession of any Unit as the result of the default of a purchaser under a land contract, installment sale or mortgage, the Declarant shall be free to dispose of any such Unit by any means whatsoever, free of the first refusal rights set forth in Section 14 above. The Declarant's rights provided in this Section 15 shall also apply to any Parking Units and Storage Units owned by Declarant.

16. DESTRUCTION; RECONSTRUCTION AND CONDEMNATION.

16.1 Damage and Reconstruction. Except as otherwise provided herein or in the Bylaws, in the event of a partial or total destruction of a Unit or Units, a Parking or a Storage Unit or Units, the Building, Common Elements or Limited Common Elements, they shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built. In the event the Condominium is damaged or destroyed to an extent more than available insurance proceeds, the Condominium shall be subject to an action for partition upon the written consent of at least seventy-five percent (75%) of the members of the Association. 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 Interests in the Common Elements, and shall be distributed in accordance with the priority of the Owners' interests in each Unit. On reconstruction, the design, plan and specifications of any Building, Unit, Common Element or Limited Common Element may vary from that of the original upon approval of the Association, provided, however, that the number of square feet of living area of any Unit may be decreased by any amount but may not be increased above the number of square feet for such Unit or Building as originally constructed, and the location of the Building shall be substantially the same as prior to damage or destruction and shall not violate any ordinance or other applicable governmental rule or regulation relating to the Condominium. The proceeds of any insurance provided by the Association and collected for such damage or destruction shall be available to the Association for the purpose of repair or reconstruction, as provided in Section 17 hereof. In the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction and the determination is made to repair or reconstruct, all costs of repair or reconstruction in excess of available insurance proceeds shall be a Common Expense.

16.2 Condemnation. In the event of a "taking under the power of eminent domain" as defined in the Act, the Association shall proceed with rebuilding, relocation or restoration and/or an allocation of any award as provided in the Bylaws or, if not provided for in the Bylaws, in the Act. In any event, if the taking under the power of eminent domain is to the extent where the remaining Condominium portion has been diminished to such an extent that reconstruction or restoration is not practical, the Condominium shall be subject to an action for partition upon

obtaining the written consent of the Unit Owners having 75% or more of the vote. In the case of partition, the net proceeds of sale, together with any net proceeds of the award for taking, shall be considered as one fund and shall be divided among all Unit Owners in proportion to their Interest and shall be distributed in accordance with the priority of interests in each Unit. A taking of all or part of a Unit may not include any of the Interests or vote appurtenant to the Unit. The Owner of each Unit taken shall have the individual right of appeal of the necessity of taking and of the condemnation award made for the taking. The Association shall have the right of appeal of the necessity of taking of the Common Elements and the right of appeal of the condemnation award made for the taking of the Common Elements. An appeal by the Association shall be binding upon the Unit Owners for the necessity of taking or the condemnation award made for the taking of the Common Elements. Unit Owners having an interest in the ownership of Limited Common Elements may individually or as a group appeal the necessity of taking or the condemnation award made for the taking of the Limited Common Elements.

17. INSURANCE AND WAIVER OF SUBROGATION.

The Board of Directors shall provide and maintain fire, multi-peril, broad form extended coverage insurance on the Condominium and any portion thereof in an amount equal to the replacement value of the Condominium from time to time, including endorsements for automatic changes in insurance coverage as fluctuating values may warrant. Such insurance shall be obtained in the name of the Association as trustee for each of the Unit Owners and their respective Mortgagees as their interests may appear. Premiums shall be a Common Expense. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against Unit Owners, the Association, and their respective servants, agents and guests, and

that the insurance cannot be cancelled, invalidated or suspended on account of conduct of any one or more Unit Owners, the Association or their servants, agents and guests without thirty (30) days' prior written notice to the Association, giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary or advisable by the Board of Directors to conform to the requirements of replacement value. If in the event of partial or total destruction of the Building, a Unit or Units, a Parking or a Storage Unit or Units, Common Elements or Limited Common Elements, it is determined to repair or reconstruct such Unit or Units, a Parking or a Storage Unit or Units, Building, Common Elements or Limited Common Elements, in accordance with Section 16 hereof, the proceeds of such insurance shall be paid to the Association to be applied to the cost thereof. If insurance coverage is available to combine protection for the Association and a Unit Owner's individual Unit, the Board of Directors is hereby given discretionary power to negotiate such combinations 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 upon request. Nothing contained in this Section shall be deemed to prohibit any Unit Owner, at his own expense, from obtaining any additional insurance coverage on his improvements. The Board of Directors shall also provide casualty and public liability insurance covering the Common Elements and the Limited Common Elements in such amounts as may be determined at the discretion of the Board of Directors from time to time. The Board of Directors may also provide workmen's compensation insurance, fidelity bonds and such other

forms of insurance coverage in such amounts as is determined by the Board of Directors to be necessary or advisable from time to time.

By acceptance of title to a Unit or occupancy of a Unit, each Unit Owner or Occupant thereby waives, releases and discharges the Declarant, its agents or employees, any other Owner or Occupant of the Condominium, the Association, its Directors and officers from all claims or demands whatsoever which any Unit Owner may have or may acquire in the future arising out of damage to or destruction of the Condominium or any portion thereof or any property of such Unit Owner located therein occasioned by fire, casualty or extended coverage risk, whether such claim or demand may arise because of the negligence of the Declarant, its agents or employees, any other Owner or Occupant of the Condominium, the Association, its Directors and officers or otherwise, and each Unit Owner and/or Occupant agrees to look only to insurance coverage in the event of such loss.

18. LIABILITY FOR COMMON EXPENSES.

The costs of administration of the Association, insurance, repair, maintenance, replacement and other expenses of the Common Elements and/or Limited Common Elements, except as otherwise specified in the Bylaws of the Association, and common services provided to the Unit Owners shall be paid for by the Association. The Association shall make assessments against the Unit Owners, as well as the Units themselves, for such Common Expenses in accordance with the percentage of Interest in the Common Elements and Limited Common Elements relating to each Unit, and in the manner provided herein and in the Bylaws of the Association. No Unit Owner may exempt himself or his Unit ownership from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or Limited Common

Elements or by the abandonment of his Unit; and no conveyance shall relieve the Unit Owner-grantor or his Unit of such liability, and he shall be jointly, severally and personally liable along with his grantee in any such conveyance for the Common Expenses incurred up to the date of sale until all Common Expenses charged to his Unit have been paid.

All Common Expenses and assessments, when due, shall immediately become a personal debt of the Unit Owner and also a lien, until paid, against the Unit to which charged, as provided in the Act. The Association shall perfect and enforce said lien in the manner provided in the Act. Subsequent to the first conveyance of a Unit by the Declarant to a purchaser, the Declarant's obligation for assessments for all Units owned by the Declarant shall be as follows:

(i) for each completed Unit owned by the Declarant that is or has been occupied by tenants or guests of the Declarant, the Declarant shall pay monthly assessments to the Association on the same basis as any other Unit Owner; and

(ii) for each uncompleted Unit owned by the Declarant and each completed Unit owned by the Declarant that has never been occupied, the Declarant shall have the option of either paying monthly assessments to the Association for each of such Units on the same basis as any other Unit Owner, or paying to the Association the difference between the aggregate amount of the monthly assessments assessed against all Owners of completed Units (including those owned by the Declarant and fully assessable under subparagraph (i), above) and the actual monthly expenses incurred by the Association.

For purposes of the Declarant's obligations for assessments, a "completed" Unit shall be a Unit for which the City of Milwaukee has issued an occupancy permit.

19. PARTITION OF COMMON ELEMENTS PROHIBITED.

Except as otherwise provided herein, there shall be no partition of the Common Elements and Limited 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 the applicable statutes regarding Unit ownership or Condominium ownership; provided, however, that if any Unit shall be owned by two or more Owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of said single Unit as between such Owners.

20. CONVEYANCE TO INCLUDE INTERESTS IN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

The percentage of the Interest in the Common Elements and Limited Common Elements shall not be separated from the Unit to which it appertains. No Unit Owner shall execute any deed, mortgage, or other instrument affecting title to such Unit ownership without including therein both his interest in the Unit and his corresponding percentage of Interest in the Common Elements and Limited Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect the one without including the other shall be deemed and taken to include the Interest so omitted even though the latter is not expressly mentioned or described therein.

21. EASEMENTS, RESERVATIONS AND ENCROACHMENTS.

21.1 Utilities. Easements are hereby declared and granted for the benefit of the Unit Owners and the Association and reserved for the benefit of the Declarant for utility purposes, including the right to install, lay, maintain, repair and replace wells, water mains and pipes, sewer

lines, septic systems, gas mains, telephone wires and equipment, master television antenna, cable or satellite system wires and equipment, and electrical conduits and wires and equipment including power transformers, in, over, under, through, along and on any part of the Units, Buildings, Common Elements and Limited Common Elements, to service the Condominium.

21.2 Driveways and Walkways. To the extent that the Plat and building plans attached hereto show the common use of driveways and walkways for purposes of access, ingress and egress, valid easements are hereby established and shall exist for the mutual benefit of all Unit Owners and the Declarant for such uses.

21.3 Repair Easement. An irrevocable right and easement is hereby granted and declared for the benefit of the Association (and the Declarant during the period of the Declarant's control of the Association) to enter Units and to make repairs to Units or Common Elements when repairs reasonably appear necessary for public safety or to prevent damage to other portions of Condominium. Except in cases involving manifest danger to public safety or property, the Association or the Declarant shall make a reasonable effort to give notice to the Unit Owner of the need for entry for the purpose of any repairs.

21.4 Encroachments and Attachments. If any portion of any Common Element or Limited Common Element encroaches on any Unit or if any portion of a Unit encroaches on any Common Element or Limited Common Element, as a result of settling, shifting, duly authorized construction, reconstruction or repair of the Building or Unit, a valid easement for the encroachment and for the maintenance of same shall exist so long as the Building or Unit stands; provided, however, that in no event shall a valid easement for encroachment be created in favor of a Unit Owner or Owners if said encroachment occurred due to the willful, unauthorized conduct

of said Unit Owner or Owners. Except as otherwise restricted herein, each Unit Owner shall have a valid easement to the interior portions of the walls, ceilings and floors on the exterior boundaries of the Unit Owner's Unit for purposes of adding additional utility outlets, wall hangings, light fixtures, non-bearing partition walls, and the like, where such easement is necessary for such uses, provided that the Unit Owner shall do nothing to jeopardize the soundness or safety of the Property, reduce the value thereof, or impair any other easement or hereditament, and provided further that the Common Elements and facilities be restored to their former condition by the Unit Owner, at his sole expense, upon completion or termination of the use requiring the easement.

21.5 Binding Effect. All easements and rights described herein are easements appurtenant, running with the land, and are subject to the control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the Declarant, its successors and assigns, and on all Unit Owners, purchasers, Mortgagees, lessees and Occupants and their heirs, executors, administrators, successors and assigns. The Declarant and, after its control ends, the Association shall have the authority to execute all documents necessary to carry out the intent of this Section 21.

22. PARKING UNITS, STORAGE UNITS AND ALLEY WAYS.

22.1 Parking Units Interior Parking Units identified as Parking Stall # 1 - Parking Stall 25, inclusive, and exterior, surface Parking Units identified as A, B, C, D, F and G, inclusive, (as shown on Exhibit "B" or as added on the Expansion Real Estate) are available to be conveyed by the Declarant as Limited Common Elements, but such Parking Units have not yet been designated by the Declarant as appurtenant to particular Units. Exterior Parking Unit E, which is designated for handicapped parking, will be conveyed by the Declarant to the Association

and become part of the Common Element. The Declarant may convey particular Parking Units for particular Units by deed and such Parking Units shall thereupon be Limited Common Elements of such Units. A Unit may have more than one (1) space; however, each Unit must have at least one (1) Parking Unit if a Parking Unit is conveyed at any time hereafter as a Limited Common Element appurtenant to such Unit. When a Parking Unit is transferred by the Declarant, a Unit Owner or the Association, such transfer shall not be deemed complete until the transferee provides the Association with a copy of the transfer instrument, which instrument shall also designate the Unit to which such Parking Unit is assigned. Only a Unit Owner may receive a transfer of or the right to use a Parking Unit in the Condominium. The Association shall keep such copy in its permanent files and shall maintain at all times a current record of the Unit to which each Parking Unit is assigned and has become appurtenant (other than those owned by the Declarant or the Association). If a Unit Owner fails to transfer a Parking Unit held by such Unit Owner on or before the date on which such Unit Owner ceases to own a Unit, such Parking Unit shall be deemed transferred automatically, without cost or charge, to the subsequent Owner of the Unit to which the Parking Unit is appurtenant. The Declarant and the Association may use any Parking Units they hold for any purpose, in their sole discretion, subject to any applicable law, rule or regulation. Each Parking Unit held by a Unit Owner may be used only for the parking of an operative motor vehicle, motorcycle and/or bicycle by the Unit Owner or Occupant of a Unit. Declarant may sell, transfer and convey any remaining Parking Unit(s) to any Unit Owner.

22.2 Storage Units. Storage Units, identified as Storage Locker #1 - Storage Locker # 30, inclusive, on Exhibit "B", are or will be located in the underground basement section of the Building in the Common Element space marked for such Storage Units on the Plat. There

are no Storage Lockers # 17, #19 or #29, but rather there are Storage Lockers # 20-A, #20-B and #20-C. Each Storage Unit is designated as shown on Exhibit "B" and may be conveyed by the Declarant as Limited Common Elements. The Declarant may convey particular Storage Units for particular Units by deed, and such Storage Units shall thereupon be Limited Common Elements appurtenant to such Units.

22.3 Rights of Declarant and Association. In the case of each Parking Unit and Storage Unit, until conveyance by the Declarant, the Declarant shall have the exclusive right to use such Parking Unit or Storage Unit. The Declarant shall have the continuing right to so convey Parking Units and Storage Units after all Units have been conveyed by the Declarant, provided that Parking Units and Storage Units may only be conveyed or used in connection with Units or with the Association. The Declarant may impose a separate charge for such Parking Units and Storage Units at the time of conveyance. At such time as the Declarant conveys the last Unit owned by the Declarant (to a party other than a successor to or assign of the Declarant as provided in Section 33 herein), Declarant may convey any remaining Parking Unit(s) or Storage Unit(s) to any Unit Owner.

22.4 Public Alley. There is a public alley along the east property line of the Property, which may, at some point in the future, be vacated. The Declarant reserves the right, for ten (10) years from the date of recording of this Declaration, to add some or all of such public alley to the Condominium, in which event such added land shall become part of the Property. In no event shall the addition of such alley way or portions thereof change the Interests in the Common Elements, the liabilities for Common Expenses, the rights to Common Surpluses, or the

number of votes appurtenant to each Unit. Any such addition of the alleyway will be made in the manner provided in Section 24 of this Declaration.

23. RIGHTS OF LENDERS

23.1 Mortgagee Notices. As to any Mortgagee or insurer or guarantor of any mortgage (hereinafter collectively the "Lender") of a Unit which has notified the Association in writing delivered or mailed by certified mail to the place for service of process stated in Section 28 of this Declaration that it desires to receive notice of the following matters:

(i) The Board of Directors shall give the Lender written notice by mail of the call of any meeting of the Unit Owners or the Board of Directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Association's Articles of Incorporation or the Bylaws; and

(ii) The Board of Directors shall give the Lender by mail a copy of the notice of default which is given to any Unit Owner on any failure to comply with or violation of any of the provisions of this Declaration, the Association's Articles of Incorporation, the Bylaws and Rules promulgated thereunder, and any amendments thereto, simultaneously with the giving of required notice to any Unit Owner of such failure or violation; and

(iii) The Board of Directors shall notify the Lender of any lapse, cancellation or material modification of any insurance policy maintained by the Association; and

(iv) The Board of Directors shall notify the Lender of physical damage to structure, fixtures or equipment of a Unit in an amount exceeding One Hundred Thousand Dollars (\$100,000.00) when such damage is known to the Board of Directors and shall notify all Lenders if Common Elements of the Condominium are damaged in an amount exceeding

One Million Dollars (\$1,000,000.00). The Board shall also notify the Lender in writing of any condemnation proceedings concerning the Condominium; and

(v) The Board of Directors shall permit the Lender to examine, during normal business hours, the books and records of the Association (including current copies of this Declaration, Association Bylaws, and all Rules promulgated thereunder) and upon request shall furnish the Lender annual reports and such other financial data as it sends to Unit Owners.

23.2 Mortgagee Consents. Unless two-thirds of the Mortgagees (based on one vote for each mortgage held) and all Owners of affected Units have given their prior written approval, or unless the Association obtains such higher proportion of consent as may be required by the Act the Association shall not:

(i) Change the Interest in Common Elements of the Condominium appertaining to Units (except in the case of an expansion of the Condominium); or

(ii) Partition or subdivide any Unit of the Condominium (except that this subsection shall not apply to any permitted separation of Units, reallocation of boundaries or joinder or connection of Units under this Declaration); or

(iii) By act or omission, seek to partition, subdivide, encumber, sell or transfer the Common Elements, except that the granting of easements pursuant to this Declaration or for other public purposes consistent with the intended use of the Common Elements by the Condominium shall not be deemed a transfer within the meaning of this clause; or

(iv) Except as provided in Section 16 of this Declaration in the instance of insufficient insurance proceeds, use hazard insurance proceeds for losses to the

Condominium (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of the Condominium.

Unless all Mortgagees shall have given their prior written approval, the Association shall not by act or omission seek to abandon the condominium status of the Condominium, except as otherwise provided in this Declaration. Notwithstanding the provisions of Section 26 of this Declaration, this Section 23 shall not be amended unless all Lenders have given their prior written approval.

24. EXPANSION OF CONDOMINIUM

24.1 Right to Expand. In addition to the alleyway described in paragraph 22.4 herein, the Declarant also 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 ten (10) years from the date of recording of this Declaration, by subjecting all or any portion of the Expansion Real Estate to this Declaration with the consent and approval of Second Property, its successors and assigns. Neither the Declarant nor Second Property is under any obligation to and they make no representation or warranty that they will in fact expand the Condominium.

24.2 Use of Expansion Real Estate; Units. The Expansion Real Estate and the building located thereon (hereinafter the "Warehouse Lofts Building") may be used for residential or nonresidential Units, Parking Units, Storage Units, Common Elements and Limited Common Elements, with designation of particular Limited Common Elements to particular Units being made in accordance with Section 22 herein. There shall be forty-three (43) residential Units on the upper five (5) floors and five (5) nonresidential Units on the first floor of the Warehouse Lofts Building. The Expansion Real Estate will also contain thirty-one (31) interior Parking Units and forty (40) outside surface Parking Units and twenty (20) Storage Units. The Warehouse Lofts

Building may contain a room in the Common Elements which could be used for health facility equipment. Such facilities would be available for use by Owners and Occupants of the Soap Works Building as well as the Warehouse Lofts Building. The Association shall decide whether and on what terms to have such a health facility and may impose a reasonable separate fee as a condition of use of the health facility. The Association may not make the health facility available to the public, but may adopt Rules under which Owners and Occupants are permitted on a reasonable and occasional basis to have guests use such facilities, including without limitation, roof top deck areas. Any change to the use of the Expansion Real Estate may be made only upon the consent of the Declarant and Second Property and in the same manner as hereinafter provided in paragraph 24.4.

24.3 Effect of Expansion. Upon each such expansion, there will be changes in the Interests of the Unit Owners, the Owners' liabilities for and rights to Common Expenses and Common Surpluses following the addition of the Expansion Real Property or portions thereof, as more particularly described on Exhibit "E" attached hereto and incorporated herein by reference. Each Unit in the Warehouse Lofts Building shall have one (1) vote and the provisions of this Declaration shall apply to the Warehouse Lofts Building Units with respect to voting and all other matters.

24.4 Method of Expansion. Expansion shall occur upon recording an amendment or amendments to this Declaration and an addendum to the Plat describing and showing the location of Units, Parking Units, Storage Units, Common Elements and Limited Common Elements of that expansion. Amendments need be executed only by the Declarant and Second Property or their respective successors and assigns under Section 33 herein. The Plat contains a description, in general terms, of the Expansion Real Estate, as it is presently configured.

24.5 Matters Related to Expansion. Notwithstanding Section 26 of this Declaration, the expansion rights reserved by the Declarant in this Section 24 may not be amended or terminated without the prior written consent of the Declarant.

25. 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, the Bylaws or the Rules established thereunder, 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 any 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 hereof, shall not be deemed 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.

26. AMENDMENTS TO DECLARATION.

Except as otherwise provided herein or by the Act with respect to (i) termination of the condominium form of ownership or (ii) the addition of the Expansion Real Estate pursuant to Section 24 herein, this Declaration may be amended by an affirmative vote of not less than seventy-five percent (75%) of all votes entitled to be cast by members of the Association. Copies of amendments shall be certified by the President and Secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Milwaukee County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at his address on file with the Association. No amendment shall adversely affect

any special right conferred on or reserved to the Declarant under this Declaration without the Declarant's prior written consent.

27. NOTICES.

Notices and other documents to be served upon the Declarant shall be given to the Resident Agent specified for receipt of process herein. All Owners shall provide the Association with an address for the mailing or service of any notice or other documents and the Association shall be deemed to have discharged its duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with it.

28. SERVICE OF PROCESS.

The person (Resident Agent) to receive service of process shall be the registered agent for the Association, which designation and any changes thereof shall be filed with the Department of Financial Institutions of the State of Wisconsin. The initial registered agent is Jeffrey G. Nowak, 413 North 2nd Street, Suite 100, Milwaukee, Wisconsin 53203.

29. 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.

30. CAPTIONS.

The captions and section headings herein are inserted only as a matter of convenience and for reference and in no way define or limit the scope or intent of the various provisions hereof.

31. SEVERABILITY.

The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the

validity or enforceability of the remaining portion of said provision or of any other provision hereof.

32. GOVERNING LAW.

This Declaration, the Articles of Incorporation of the Association, the Bylaws of the Association and the Rules established thereunder shall be governed by and construed under the laws of the State of Wisconsin.

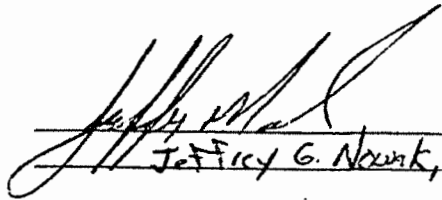
33. ASSIGNMENT OF DECLARANT'S INTEREST.

The Declarant may from time to time assign any or all of the rights and benefits conferred on or reserved herein for the 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 Office of the Register of Deeds for Milwaukee County.

IN WITNESS WHEREOF, THIRD PROPERTY LLC, a Wisconsin limited liability company, the Declarant, has caused this Declaration to be executed and SECOND PROPERTY LLC, a Wisconsin limited liability company has consented to and approved this Declaration, all as of the date first above written.

THIRD PROPERTY LLC

By:


Jeffrey G. Nowak, Manager

This Declaration, as it pertains to and affects the Expansion Real Estate, and all other terms and provisions contained herein is hereby consented to and is hereby approved on this 14th day of July, 2000.

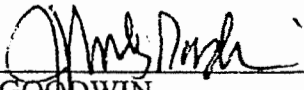
SECOND PROPERTY LLC

By:


RONALD SAN FELIPE, VICE PRESIDENT

AUTHENTICATION

All Signatures authenticated this 14th day of July, 2000.



J. MILES GOODWIN
Title: Member, State Bar of Wisconsin

THIS DOCUMENT WAS DRAFTED BY AND SHOULD BE RETURNED TO: J. MILES GOODWIN, O'NEIL, CANNON & HOLLMAN, S.C., SUITE 1400, 111 EAST WISCONSIN AVENUE, MILWAUKEE, WISCONSIN 53202.

Exhibit "A"
Legal Description of Property

Lots 10 and 11, in Block 85, in the Plat of the Town of Milwaukee on the West Side of the River in the South East 1/4 of Section 29, Town 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

Tax Key No. 361-0899-1

ADDRESS: 418 N. 3rd Street
Milwaukee, Wisconsin 53203

Exhibit "B"
Plat

(Copy Attached Hereto)

CONDOMINIUM PLAT
FOR
TRANSPORTATION DISTRICT CONDOMINIUM
CITY OF MILWAUKEE, MILWAUKEE
COUNTY, WISCONSIN

JUNE 28, 2020

SURVEYOR'S CERTIFICATION

I, MARK L. WERTZ, BEING A LICENSED LAND SURVEYOR AUTHORIZED TO PRACTICE LAND SURVEYING IN THE STATE OF WISCONSIN DO HEREBY CERTIFY THIS PLAT IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND IDENTIFIED ON THE TRANSPORTATION DISTRICT CONDOMINIUM AND ITS ATTACHMENTS. I HAVE DRAWN FLOOR PLANS FOR EACH BUILDING AND I HAVE OBTAINED THE FLOOR AREA AND LOCATION OF EACH UNIT WITH ALL COMMON ELEMENTS TO BE ATTACHED TO THE PLAT.

Mark L. Wertz
MARK L. WERTZ
DATED THIS 28 DAY OF June, 2020



TRANSPORTATION DISTRICT CONDOMINIUM
CITY OF MILWAUKEE, MILWAUKEE
COUNTY, WISCONSIN

TABLE OF CONTENTS

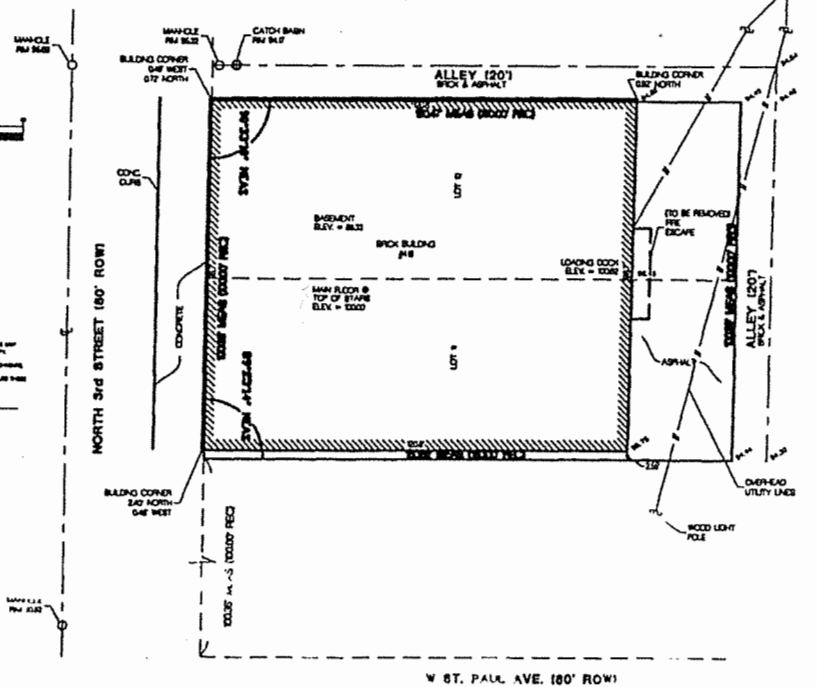
TABLE OF CONTENTS	1
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SURFACE PARKING	3
BASEMENT PLAN	4
FIRST FLOOR UNIT PLAN	5
SECOND FLOOR UNIT PLAN	6
THIRD FLOOR UNIT PLAN	7
FOURTH FLOOR UNIT PLAN	8
LOFT 500 FLOOR PLAN	9
ROOF PLAN	10
WAREHOUSE LOFTS - ALTA/ACSM LAND TITLE SURVEY / PLAT OF SURVEY	11

PLAT OF SURVEY

TRANSPORTATION DISTRICT CONDOMINIUM
CITY OF MILWAUKEE, MILWAUKEE
COUNTY, WISCONSIN



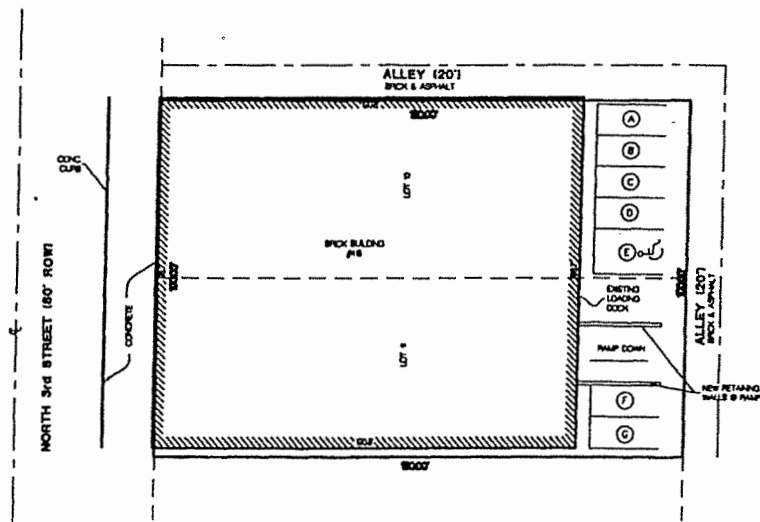
LEGEND: This Plat shows the proposed boundaries and the location of the proposed building. It is a preliminary plat and does not show the location of the proposed building. The location of the proposed building is shown on the next page of this plat.



LEGAL DESCRIPTION
LOTS 10 & 11 IN THE ORIGINAL PLAT OF THE TOWN
OF MILWAUKEE, WEST OF THE PAIR IN SECTION
30 AND 31 TOWNSHIP 7 NORTH, RANGE 23 EAST,
BLOCK 88 CITY OF MILWAUKEE, MILWAUKEE
COUNTY, WISCONSIN
CONTAINING 0.317 ACRES

**LAND
INFORMATION
SERVICES
INC.**
ENGINEERS, SURVEYORS
AND CONSULTANTS
1010 N. WISCONSIN STREET, SUITE 200
MILWAUKEE, WISCONSIN 53233
PHONE 442-1111
FAX 442-1112
WWW.LANDINFO.COM

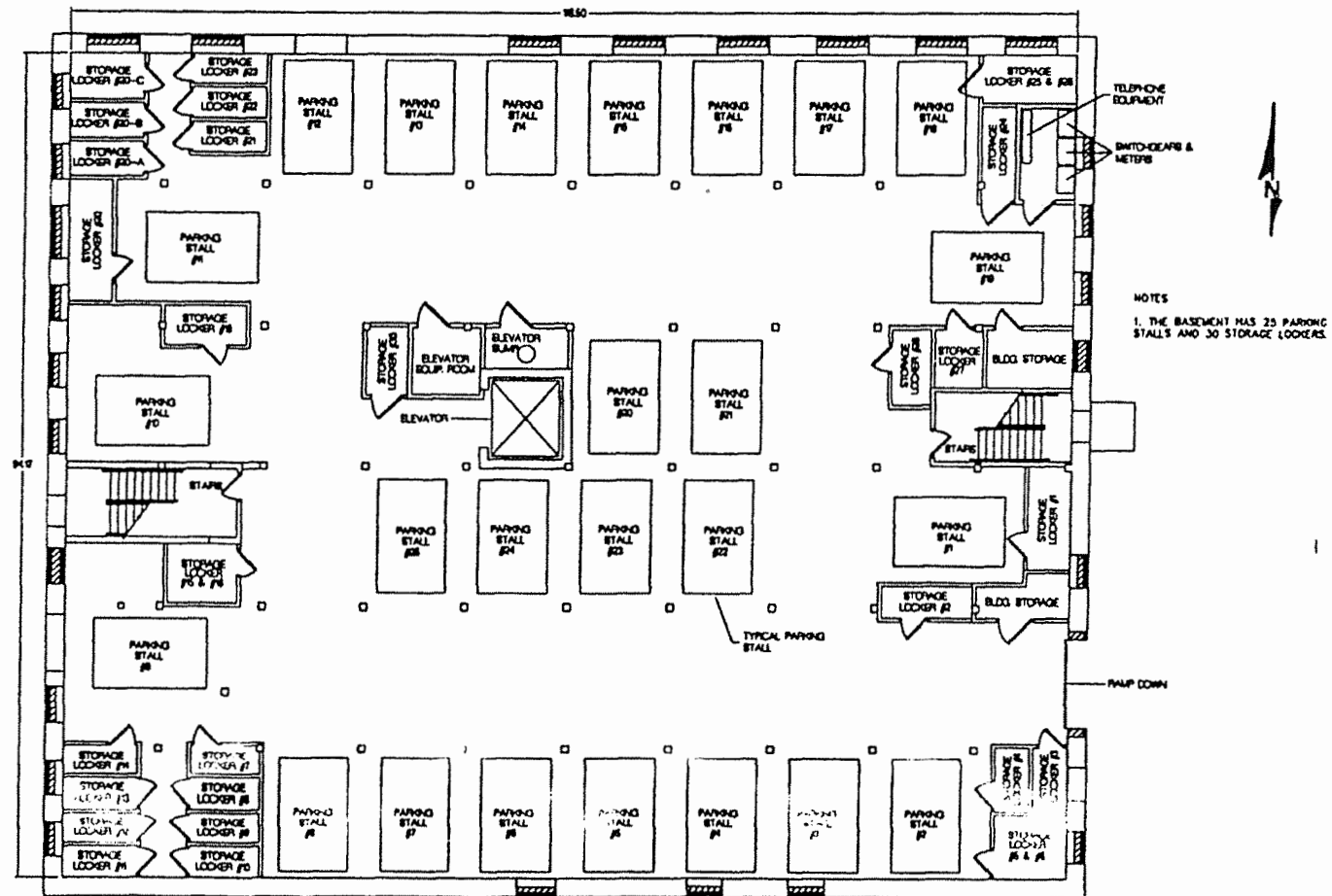
TRANSPORTATION DISTRICT CONDOMINIUM
CITY OF MILWAUKEE, MILWAUKEE
COUNTY, WISCONSIN



NOTES
1. THERE ARE 7 OUTDOOR PARKING SPACES

SURFACE PARKING
SCALE: 1" = 30'

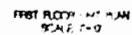
TRANSPORTATION DISTRICT CONDOMINIUM
CITY OF MILWAUKEE, MILWAUKEE
COUNTY, WISCONSIN



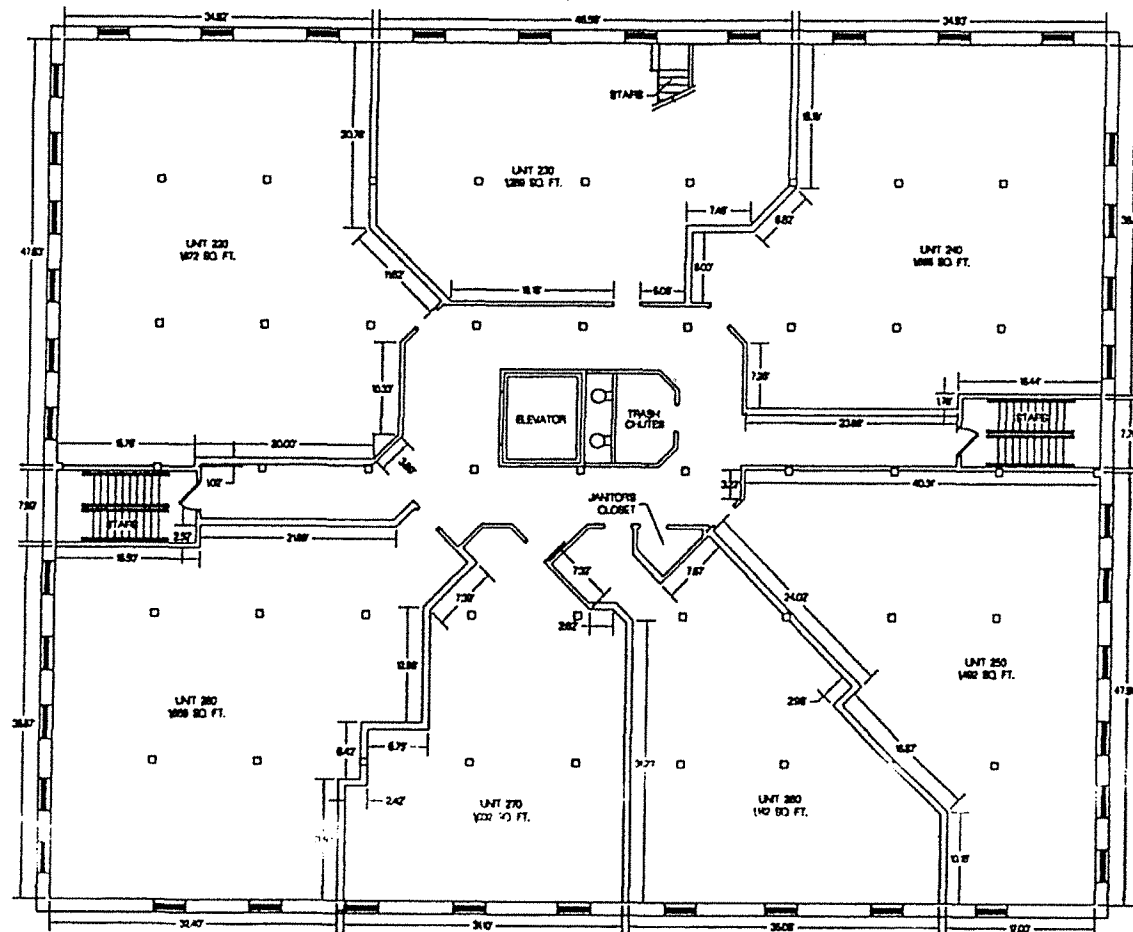
NOTES
1. THE BASEMENT HAS 25 PARKING
STALLS AND 30 STORAGE LOCKERS.

BASEMENT FLOOR PLAN
SCALE: 1" = 10'

2

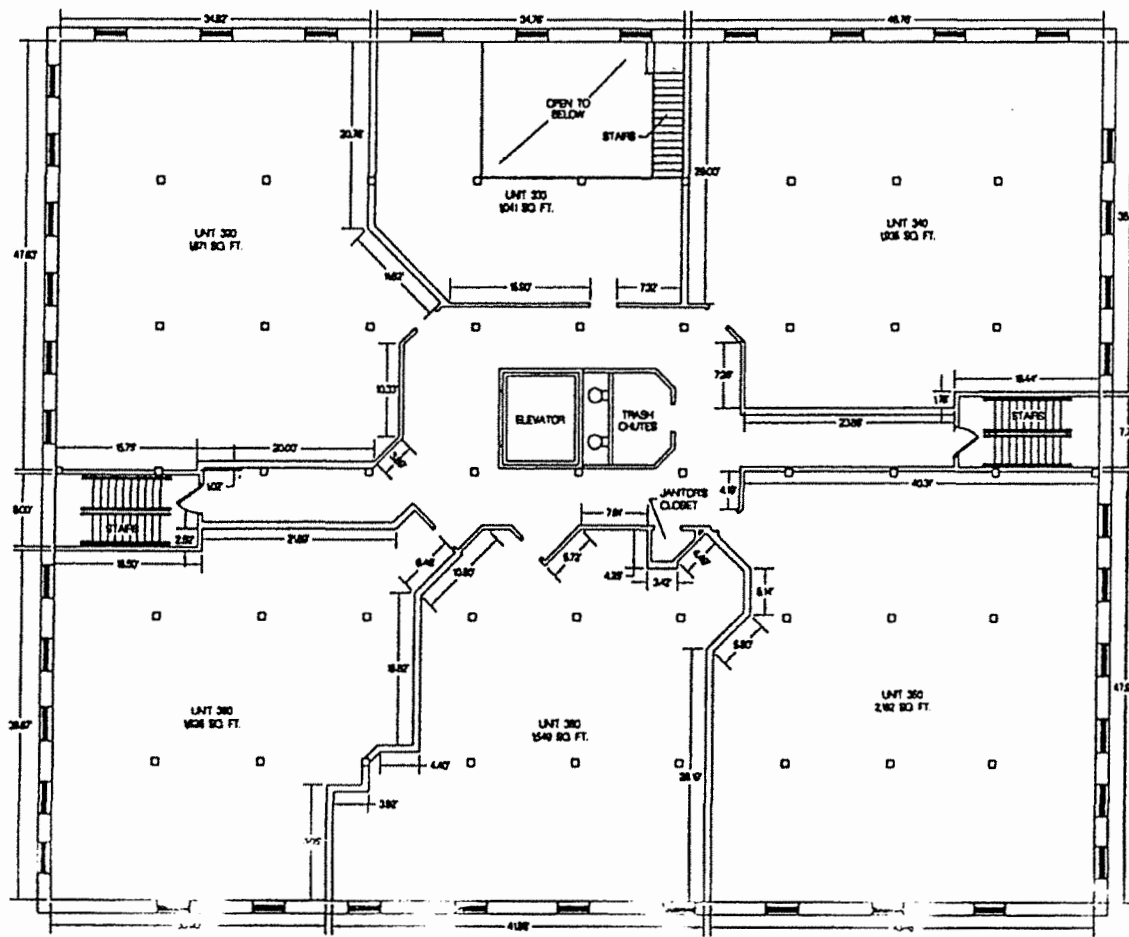


TRANSPORTATION DISTRICT CONDOMINIUM
CITY OF MILWAUKEE, MILWAUKEE
COUNTY, WISCONSIN



SECOND FLOOR UNIT PLAN
SCALE: 1/4" = 1'

TRANSPORTATION DISTRICT CONDOMINIUM
CITY OF MILWAUKEE, MILWAUKEE
COUNTY, WISCONSIN



THIRD FLOOR UNIT PLAN
SCALE: 1/4" = 1'-0"

This is a detailed architectural floor plan of the second floor of a building. The plan shows four residential units, each with a specific area in square feet:

- UNIT 420:** 1758 SQ. FT.
- UNIT 430:** 1042 SQ. FT.
- UNIT 440:** 1806 SQ. FT.
- UNIT 450:** 2182 SQ. FT.
- UNIT 460:** 2182 SQ. FT.

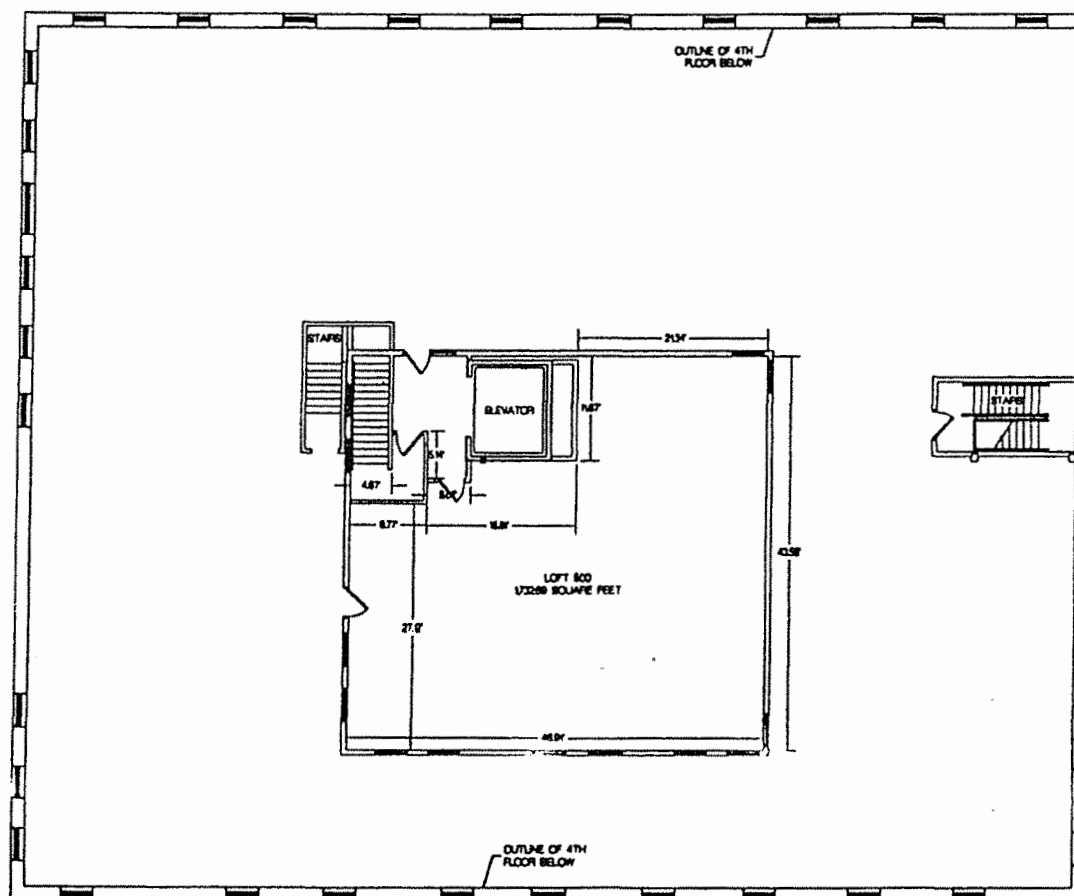
The plan also includes several common areas and service spaces:

- STAIRS:** Located on the left and right sides of the plan.
- ELEVATOR:** Centrally located between the two stairwells.
- TRASH CHUTES:** Located near the elevator.
- JANITORS CLOSET:** Located near the bottom center of the plan.

The plan is heavily annotated with dimensions for various rooms and corridors, such as 14.50', 14.57', 14.85', 14.88', 14.97', 15.07', 15.37', 15.47', 15.57', 15.67', 15.77', 15.87', 15.97', 16.07', 16.17', 16.27', 16.37', 16.47', 16.57', 16.67', 16.77', 16.87', 16.97', 17.07', 17.17', 17.27', 17.37', 17.47', 17.57', 17.67', 17.77', 17.87', 17.97', 18.07', 18.17', 18.27', 18.37', 18.47', 18.57', 18.67', 18.77', 18.87', 18.97', 19.07', 19.17', 19.27', 19.37', 19.47', 19.57', 19.67', 19.77', 19.87', 19.97', 20.07', 20.17', 20.27', 20.37', 20.47', 20.57', 20.67', 20.77', 20.87', 20.97', 21.07', 21.17', 21.27', 21.37', 21.47', 21.57', 21.67', 21.77', 21.87', 21.97', 22.07', 22.17', 22.27', 22.37', 22.47', 22.57', 22.67', 22.77', 22.87', 22.97', 23.07', 23.17', 23.27', 23.37', 23.47', 23.57', 23.67', 23.77', 23.87', 23.97', 24.07', 24.17', 24.27', 24.37', 24.47', 24.57', 24.67', 24.77', 24.87', 24.97', 25.07', 25.17', 25.27', 25.37', 25.47', 25.57', 25.67', 25.77', 25.87', 25.97', 26.07', 26.17', 26.27', 26.37', 26.47', 26.57', 26.67', 26.77', 26.87', 26.97', 27.07', 27.17', 27.27', 27.37', 27.47', 27.57', 27.67', 27.77', 27.87', 27.97', 28.07', 28.17', 28.27', 28.37', 28.47', 28.57', 28.67', 28.77', 28.87', 28.97', 29.07', 29.17', 29.27', 29.37', 29.47', 29.57', 29.67', 29.77', 29.87', 29.97', 30.07', 30.17', 30.27', 30.37', 30.47', 30.57', 30.67', 30.77', 30.87', 30.97', 31.07', 31.17', 31.27', 31.37', 31.47', 31.57', 31.67', 31.77', 31.87', 31.97', 32.07', 32.17', 32.27', 32.37', 32.47', 32.57', 32.67', 32.77', 32.87', 32.97', 33.07', 33.17', 33.27', 33.37', 33.47', 33.57', 33.67', 33.77', 33.87', 33.97', 34.07', 34.17', 34.27', 34.37', 34.47', 34.57', 34.67', 34.77', 34.87', 34.97', 35.07', 35.17', 35.27', 35.37', 35.47', 35.57', 35.67', 35.77', 35.87', 35.97', 36.07', 36.17', 36.27', 36.37', 36.47', 36.57', 36.67', 36.77', 36.87', 36.97', 37.07', 37.17', 37.27', 37.37', 37.47', 37.57', 37.67', 37.77', 37.87', 37.97', 38.07', 38.17', 38.27', 38.37', 38.47', 38.57', 38.67', 38.77', 38.87', 38.97', 39.07', 39.17', 39.27', 39.37', 39.47', 39.57', 39.67', 39.77', 39.87', 39.97', 40.07', 40.17', 40.27', 40.37', 40.47', 40.57', 40.67', 40.77', 40.87', 40.97', 41.07', 41.17', 41.27', 41.37', 41.47', 41.57', 41.67', 41.77', 41.87', 41.97', 42.07', 42.17', 42.27', 42.37', 42.47', 42.57', 42.67', 42.77', 42.87', 42.97', 43.07', 43.17', 43.27', 43.37', 43.47', 43.57', 43.67', 43.77', 43.87', 43.97', 44.07', 44.17', 44.27', 44.37', 44.47', 44.57', 44.67', 44.77', 44.87', 44.97', 45.07', 45.17', 45.27', 45.37', 45.47', 45.57', 45.67', 45.77', 45.87', 45.97', 46.07', 46.17', 46.27', 46.37', 46.47', 46.57', 46.67', 46.77', 46.87', 46.97', 47.07', 47.17', 47.27', 47.37', 47.47', 47.57', 47.67', 47.77', 47.87', 47.97', 48.07', 48.17', 48.27', 48.37', 48.47', 48.57', 48.67', 48.77', 48.87', 48.97', 49.07', 49.17', 49.27', 49.37', 49.47', 49.57', 49.67', 49.77', 49.87', 49.97', 50.07', 50.17', 50.27', 50.37', 50.47', 50.57', 50.67', 50.77', 50.87', 50.97', 51.07', 51.17', 51.27', 51.37', 51.47', 51.57', 51.67', 51.77', 51.87', 51.97', 52.07', 52.17', 52.27', 52.37', 52.47', 52.57', 52.67', 52.77', 52.87', 52.97', 53.07', 53.17', 53.27', 53.37', 53.47', 53.57', 53.67', 53.77', 53.87', 53.97', 54.07', 54.17', 54.27', 54.37', 54.47', 54.57', 54.67', 54.77', 54.87', 54.97', 55.07', 55.17', 55.27', 55.37', 55.47', 55.57', 55.67', 55.77', 55.87', 55.97', 56.07', 56.17', 56.27', 56.37', 56.47', 56.57', 56.67', 56.77', 56.87', 56.97', 57.07', 57.17', 57.27', 57.37', 57.47', 57.57', 57.67', 57.77', 57.87', 57.97', 58.07', 58.17', 58.27', 58.37', 58.47', 58.57', 58.67', 58.77', 58.87', 58.97', 59.07', 59.17', 59.27', 59.37', 59.47', 59.57', 59.67', 59.77', 59.87', 59.97', 60.07', 60.17', 60.27', 60.37', 60.47', 60.57', 60.67', 60.77', 60.87', 60.97', 61.07', 61.17', 61.27', 61.37', 61.47', 61.57', 61.67', 61.77', 61.87', 61.97', 62.07', 62.17', 62.27', 62.37', 62.47', 62.57', 62.67', 62.77', 62.87', 62.97', 63.07', 63.17', 63.27', 63.37', 63.47', 63.57', 63.67', 63.77', 63.87', 63.97', 64.07', 64.17', 64.27', 64.37', 64.47', 64.57', 64.67', 64.77', 64.87', 64.97', 65.07', 65.17', 65.27', 65.37', 65.47', 65.57', 65.67', 65.77', 65.87', 65.97', 66.07', 66.17', 66.27', 66.37', 66.47', 66.57', 66.67', 66.77', 66.87', 66.97', 67.07', 67.17', 67.27', 67.37', 67.47', 67.57', 67.67', 6

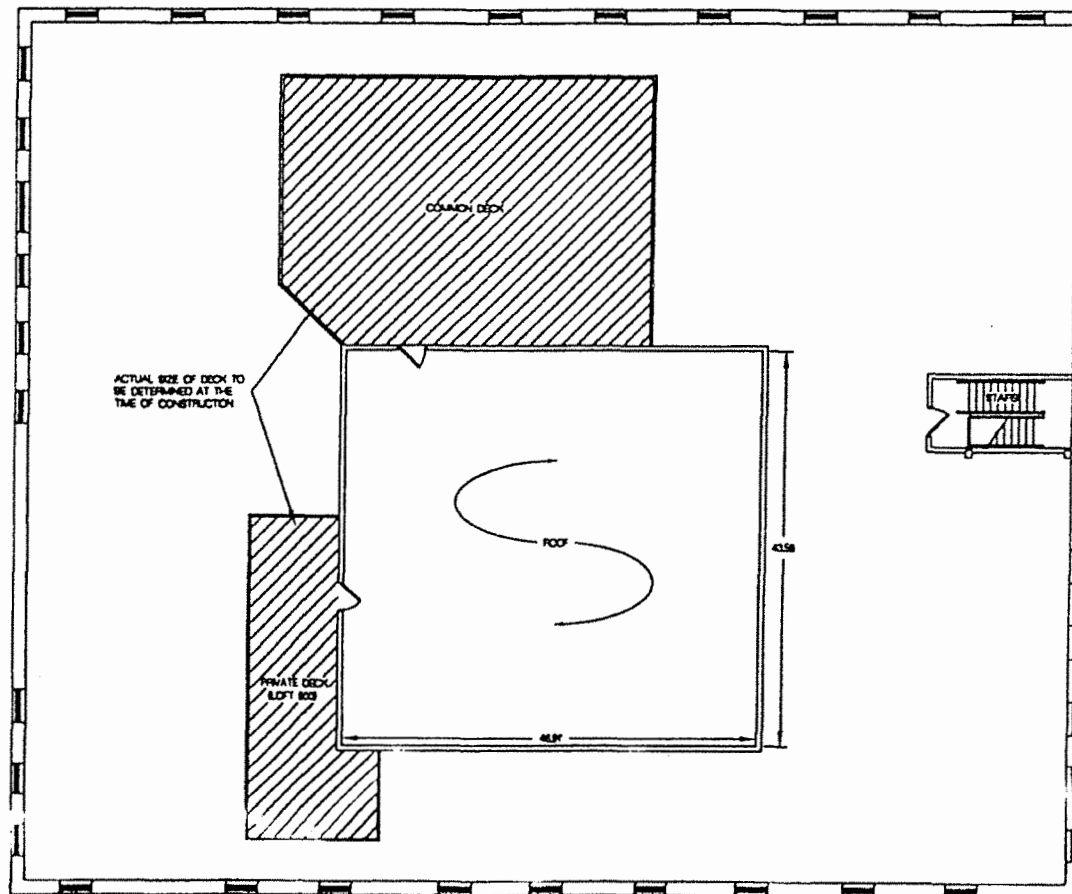
ART

TRANSPORTATION DISTRICT CONDOMINIUM
CITY OF MILWAUKEE, MILWAUKEE
COUNTY, WISCONSIN



LOFT 500 UNIT PLAN
SCALE: 1/4" = 1'-0"

TRANSPORTATION DISTRICT CONDOMINIUM
CITY OF MILWAUKEE, MILWAUKEE
COUNTY, WISCONSIN



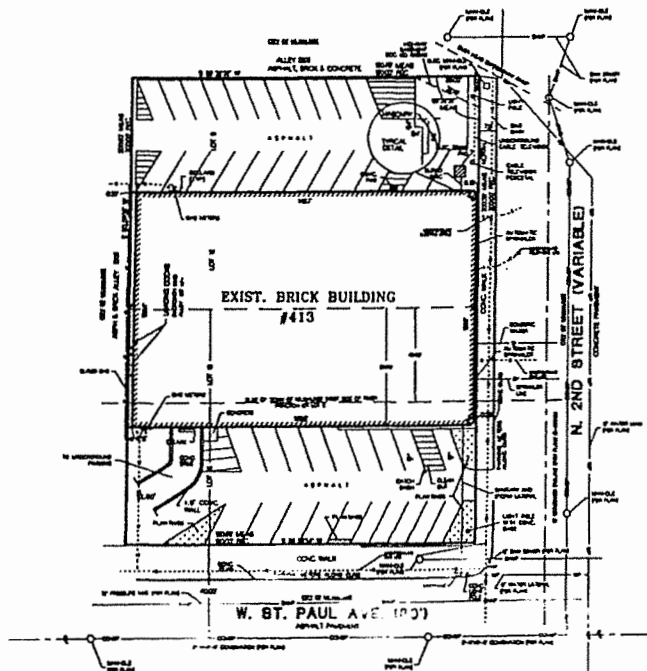
ROOF PLAN
SCALE: 1" = 10'

14-00000

GRAPHIC SCALE



1 inch = 30 ft



NOTES:
ZONING: CWC MIXED ACTIVITY
FLOOD: NO IN A FLOOD PLAIN PER FEMA PANEL # 500278-00008
DATED 3-1-82
NO POINTS FOUND OR SET AT PROPERTY CORNERS.
SURVEY IS BASED ON STEWART TITLE INSURANCE COMPANY TITLE COMMITMENT # AA-91570-W OLD
DATED MARCH 16, 1987
WAREHOUSE, LOFT APARTMENTS
FMA PROJECT NO. 075-33381-PW
MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN
SOME FEATURES HAVE BEEN ACCESSATED TO
AND VISUAL INTERPRETATION

Let's do it, you do it in front of the Town of Milwaukee on the West Side of the River, in my Southwest 34 or Eastern 35 in the Township 7 North, Range 12 East, in the City and County of Milwaukee, Wisconsin.

ANAL. JUNE 21, 1911. MADE AFTER WORK ON LINE

[illegible]

NOTES:
ZONING: C9G MIXED ACTIVITY
FLOOD: NO
FLOOD: NO IN A FLOOD PLAIN PER FEMA PANEL# 530278-00006
DATED 3-1-82
NO POHNTS FOUND OR SET AT PROPERTY CORNERS.
SURVEY IS BASED ON STEWART TITLE INSURANCE COMPANY TITLE COMMITMENT CASE NO. AA-91570-W OLD
DATED MARCH 14, 1997
WAREHOUSE LOT APARTMENTS
FLA PROJECT NO. 075-35381-PW
MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN
SOME FEATURES HAVE BEEN ACCENTUATED TO
AID VISUAL INTERPRETATION

Exhibit "C"
Identification and Designation of Units

<u>Unit Number</u>	<u>Unit Address</u>	<u>Appurtenant Interest (Percentage)</u>
Unit 110	Unit 110, 418 North 3 rd Street Milwaukee, Wisconsin 53203	2.6%
Unit 120	Unit 120, 418 North 3 rd Street Milwaukee, Wisconsin 53203	2.8%
Unit 130	Unit 130, 418 North 3 rd Street Milwaukee, Wisconsin 53203	2.4%
Unit 140	Unit 140, 418 North 3 rd Street Milwaukee, Wisconsin 53203	3.2%
Unit 150	Unit 150, 418 North 3 rd Street Milwaukee, Wisconsin 53203	2.9%
Unit 160	Unit 160, 418 North 3 rd Street Milwaukee, Wisconsin 53203	2.6%
Unit 170	Unit 170, 418 North 3 rd Street Milwaukee, Wisconsin 53203	2.5%
Unit 180	Unit 180, 418 North 3 rd Street Milwaukee, Wisconsin 53203	2.8%
Unit 220	Unit 220, 418 North 3 rd Street Milwaukee, Wisconsin 53203	4.5%
Unit 230	Unit 230, 418 North 3 rd Street Milwaukee, Wisconsin 53203 (Combined with Unit 330)	5.7% (Combined)
Unit 240	Unit 240, 418 North 3 rd Street Milwaukee, Wisconsin 53203	4.1%
Unit 250	Unit 250, 418 North 3 rd Street Milwaukee, Wisconsin 53203	3.6%

<u>Unit Number</u>	<u>Unit Address</u>	<u>Appurtenant Interest (Percentage)</u>
Unit 260	Unit 260, 418 North 3 rd Street Milwaukee, Wisconsin 53203	- 2.8%
Unit 270	Unit 270, 418 North 3 rd Street Milwaukee, Wisconsin 53203	2.5%
Unit 280	Unit 280, 418 North 3 rd Street Milwaukee, Wisconsin 53203	4.0%
Unit 320	Unit 320, 418 North 3 rd Street Milwaukee, Wisconsin 53203	4.5%
Unit 330	Unit 230, 418 North 3 rd Street Milwaukee, Wisconsin 53203 (Combined with Unit 230)	5.7% (Combined)
Unit 340	Unit 340, 418 North 3 rd Street Milwaukee, Wisconsin 53203	4.7%
Unit 350	Unit 350, 418 North 3 rd Street Milwaukee, Wisconsin 53203	5.3%
Unit 360	Unit 360, 418 North 3 rd Street Milwaukee, Wisconsin 53203	3.8%
Unit 380	Unit 380, 418 North 3 rd Street Milwaukee, Wisconsin 53203	4.0%
Unit 420	Unit 420, 418 North 3 rd Street Milwaukee, Wisconsin 53203	4.3%
Unit 430	Unit 430, 418 North 3 rd Street Milwaukee, Wisconsin 53203	2.5%
Unit 440	Unit 440, 418 North 3 rd Street Milwaukee, Wisconsin 53203	4.7%
Unit 450	Unit 450, 418 North 3 rd Street Milwaukee, Wisconsin 53203	5.3%

<u>Unit Number</u>	<u>Unit Address</u>	<u>Appurtenant Interest (Percentage)</u>
- Unit 460	Unit 460, 418 North 3 rd Street Milwaukee, Wisconsin 53203	- 3.8%
Unit 480	Unit 480, 418 North 3 rd Street Milwaukee, Wisconsin 53203	3.9%
Unit 500 (Loft)	Unit 500, 418 North 3 rd Street Milwaukee, Wisconsin 53203 (Referred to as "Penthouse Unit")	4.2%

<u>Unit Number</u>	<u>Unit Address</u>	<u>Appurtenant Interest (Percentage)</u>
Unit 460	Unit 460, 418 North 3 rd Street Milwaukee, Wisconsin 53203	3.8%
Unit 480	Unit 480, 418 North 3 rd Street Milwaukee, Wisconsin 53203	3.9%
Unit 500 (Loft)	Unit 500, 418 North 3 rd Street Milwaukee, Wisconsin 53203 (Referred to as "Penthouse Unit")	4.2%

Exhibit "D"
Legal Description of Expansion Real Estate

Lots (9), twelve (12), thirteen (13), and sixteen (16) in block eighty five (85) in plat of the Town of Milwaukee, on the Westside of the River, in the Southeast one-quarter (1/4) of Section twenty-nine (29), in Township (7) North, Range twenty-two (22) East in the City of Milwaukee, State of Wisconsin.

Tax Key No. 361-0900-111-7

Address: 413 North 2nd Street
Milwaukee, Wisconsin 53203; and

The public alleyway adjoining the Property on the east property line thereof, if vacated.

<u>Unit Number</u>	<u>Unit Address</u>	<u>Appurtenant Interest (Percentage)</u>
Unit 250	Unit 250, 418 North 3 rd Street Milwaukee, Wisconsin 53203	- 1.35%
Unit 260	Unit 260, 418 North 3 rd Street Milwaukee, Wisconsin 53203	1.04%
Unit 270	Unit 270, 418 North 3 rd Street Milwaukee, Wisconsin 53203	.94%
Unit 280	Unit 280, 418 North 3 rd Street Milwaukee, Wisconsin 53203	1.50%
Unit 320	Unit 320, 418 North 3 rd Street Milwaukee, Wisconsin 53203	1.70%
Unit 330	Unit 230, 418 North 3 rd Street Milwaukee, Wisconsin 53203 (Combined with Unit 230)	2.11% (Combined)
Unit 340	Unit 340, 418 North 3 rd Street Milwaukee, Wisconsin 53203	1.75%
Unit 350	Unit 350, 418 North 3 rd Street Milwaukee, Wisconsin 53203	1.96%
Unit 360	Unit 360, 418 North 3 rd Street Milwaukee, Wisconsin 53203	1.40%
Unit 380	Unit 380, 418 North 3 rd Street Milwaukee, Wisconsin 53203	1.47%
Unit 420	Unit 420, 418 North 3 rd Street Milwaukee, Wisconsin 53203	1.59%
Unit 430	Unit 430, 418 North 3 rd Street Milwaukee, Wisconsin 53203	.94%
Unit 440	Unit 440, 418 North 3 rd Street Milwaukee, Wisconsin 53203	1.75%

<u>Unit Number</u>	<u>Unit Address</u>	<u>Appurtenant Interest (Percentage)</u>
Unit 450	Unit 450, 418 North 3 rd Street Milwaukee, Wisconsin 53203	- 1.96%
Unit 460	Unit 460, 418 North 3 rd Street Milwaukee, Wisconsin 53203	1.42%
Unit 480	Unit 480, 418 North 3 rd Street Milwaukee, Wisconsin 53203	1.46%
Unit 500 (Loft)	Unit 500, 418 North 3 rd Street Milwaukee, Wisconsin 53203 (Referred to as "Penthouse Unit")	1.57%

<u>Unit Number</u>	<u>Unit Address</u>	<u>Appurtenant Interest (Percentage)</u>
--------------------	---------------------	--

WAREHOUSE LOFTS BUILDING:

Residential Units:

Unit 210	Unit 210, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.16%
Unit 220	Unit 220, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.16%
Unit 230	Unit 230, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.20%
Unit 240	Unit 240, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.25%
Unit 250	Unit 250, 413 North 2 nd Street Milwaukee, Wisconsin 53203	.87%
Unit 260	Unit 260, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.54%
Unit 270	Unit 270, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.52%
Unit 280	Unit 280, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.02%
Unit 290	Unit 290, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.19%
Unit 310	Unit 310, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.16%
Unit 320	Unit 320, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.16%

<u>Unit Number</u>	<u>Unit Address</u>	<u>Appurtenant Interest (Percentage)</u>
Unit 330	Unit 330, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.20%
Unit 340	Unit 340, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.25%
Unit 350	Unit 350, 413 North 2 nd Street Milwaukee, Wisconsin 53203	.87%
Unit 360	Unit 360, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.54%
Unit 370	Unit 370, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.52%
Unit 380	Unit 380, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.02%
Unit 390	Unit 390, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.19%
Unit 410	Unit 410, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.16%
Unit 420	Unit 420, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.16%
Unit 430	Unit 430, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.20%
Unit 440	Unit 440, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.25%
Unit 450	Unit 450, 413 North 2 nd Street Milwaukee, Wisconsin 53203	.87%
Unit 460	Unit 413, North 2 nd Street Milwaukee, Wisconsin 53203	1.54%
Unit 470	Unit 470, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.52%

<u>Unit Number</u>	<u>Unit Address</u>	<u>Appurtenant Interest (Percentage)</u>
Unit 480	Unit 480, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.02%
Unit 490	Unit 490, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.19%
Unit 500	Unit 500, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.77%
Unit 520	Unit 520, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.81%
Unit 540	Unit 540, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.25%
Unit 550	Unit 550, 413 North 2 nd Street Milwaukee, Wisconsin 53203	.87%
Unit 560	Unit 560, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.54%
Unit 570	Unit 570, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.52%
Unit 580	Unit 580, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.02%
Unit 590	Unit 590, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.19%
Unit 600	Unit 600, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.77%
Unit 620	Unit 620, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.81%
Unit 640	Unit 640, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.25%
Unit 650	Unit 650, 413 North 2 nd Street Milwaukee, Wisconsin 53203	.87%

<u>Unit Number</u>	<u>Unit Address</u>	<u>Appurtenant Interest (Percentage)</u>
Unit 660	Unit 660, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.54%
Unit 670	Unit 670, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.52%
Unit 680	Unit 680, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.02%
Unit 690	Unit 690, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.19%
Nonresidential Units:		
Unit 100	Unit 100, 413 North 2 nd Street Milwaukee, Wisconsin 53203	.52%
Unit 130	Unit 130, 413 North 2 nd Street Milwaukee, Wisconsin 53203	2.19%
Unit 150	Unit 150, 413 North 2 nd Street Milwaukee, Wisconsin 53203	3.63%
Unit 180	Unit 180, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.42%
Unit 190	Unit 190, 413 North 2 nd Street Milwaukee, Wisconsin 53203	.29%

BYLAWS
OF
TRANSPORTATION DISTRICT CONDOMINIUM OWNERS ASSOCIATION, INC.

PREAMBLE

The following are hereby adopted as the Bylaws of the Transportation District Condominium Owners Association, Inc.

All present and future Unit Owners, Mortgagees, lessees and Occupants of Units and their guests, agents, employees and any other persons who may use the facilities of TRANSPORTATION DISTRICT CONDOMINIUM (hereinafter the "Condominium") in any manner are and shall be subject to the Declaration, the Articles of Incorporation, these Bylaws and all Rules made pursuant hereto and any amendment hereof. The acceptance of a deed of conveyance or a mortgage or the entering into of a land contract or lease or the act of occupancy of a Unit shall constitute an agreement that the provisions of the Declaration, the Articles of Incorporation, these Bylaws and any Rules made pursuant hereto and any amendment thereof are accepted, ratified and will be complied with.

These Bylaws shall be deemed covenants running with the land and shall be binding on the Unit Owners, their heirs, administrators, personal representatives, successors and assigns.

ARTICLE I

Name, Address and Purpose

The name of the corporation is TRANSPORTATION DISTRICT CONDOMINIUM OWNERS ASSOCIATION, INC. (hereinafter the "Association"), which is a non-stock, non-profit corporation organized and existing under the Wisconsin Non-Stock Corporation Law, Chapter 181 of the Wisconsin Statutes (hereinafter the "Corporate Law"). The initial principal office of the corporation is 413 North 2nd Street, Suite 100, Milwaukee, Wisconsin 53203. The purpose of the Association is to serve as the Association of Unit Owners of TRANSPORTATION DISTRICT CONDOMINIUM located in the City of Milwaukee, Wisconsin, as provided in the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes (hereinafter the "Act") and subject to the terms and conditions of the Declaration for TRANSPORTATION DISTRICT CONDOMINIUM, which was recorded in the Office of the Register of Deeds of Milwaukee County on July 19, 2000 as Document No. 7937457 (hereinafter the "Declaration").

ARTICLE II

Definitions

The terms used herein shall have the same meanings as set forth in the Act, the Declaration and as follows, unless the context otherwise requires:

(a) "Association" means TRANSPORTATION DISTRICT CONDOMINIUM OWNERS ASSOCIATION, INC., a non-stock, non-profit corporation organized and existing pursuant to the Corporate Law, its successors and assigns, which is the means through which the condominium unit owners, acting as a group, shall administer, manage, operate and control the Property.

(b) "Board" or "Board of Directors" mean the governing body of the Association, elected or designated as provided herein.

(c) "Common Elements" means all of the Condominium except its Units. Certain Common Elements are available for the nonexclusive use and enjoyment of all Unit Owners. Other Common Elements are referred to as "Limited Common Elements".

(d) "Common Expenses" mean any and all expenses incurred by the Association in connection with the management of the Condominium, maintenance, repair and replacement of the Common Elements and administration of the Association, including expenses for maintenance, repair, replacement, 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 or management personnel.

(e) "Common Expenses and Common Surpluses" mean the expenses and surpluses of the Association.

(f) "Condominium" means the Property together with the Units and Common Elements as they are currently constructed or as they may hereafter be constructed on the Property.

(g) "Condominium Documents" mean this Declaration, the Articles of Incorporation, these Bylaws and such Rules as may be adopted by the Board pursuant to these Bylaws.

(h) "Declarant" means Third Property, LLC, a Wisconsin limited liability company with offices in Milwaukee, Wisconsin and the successors and assigns of the Declarant pursuant to assignment in accordance with Section 33 of the Declaration.

- (i) "Director" means a member of the Board.
- (j) "Interest" means the proportionate undivided interest in the Common Elements appurtenant to each particular Unit in the Condominium.
- (k) "Limited Common Elements" mean those Common Elements identified in the Declaration or the Plat as reserved for the exclusive use of one or more but less than all of the Unit Owners, which are appurtenant to such Unit(s).
- (l) "Majority" or "Majority of Unit Owners" mean the Unit Owners with more than fifty percent (50%) of the votes assigned to the Units.
- (m) "Master Association" means a profit or non-profit corporation or unincorporated association which exercises the powers granted by the Act on behalf of one or more condominiums or for the benefit of the unit owners of one or more condominiums.
- (n) "Membership List" means a list or roster of all Unit Owners, their Unit, the designated voter for that Unit, any appurtenant Limited Common Elements, such as parking spaces or storage lockers, any Mortgagee with an interest or lien on the Unit and such other information as the Board may require.
- (o) "Mortgagee" means the holder of any recorded mortgage encumbering one or more Units or a land contract vendor.
- (p) "Occupant" means the Unit Owner or any other person or entity having possession of or residing in a Unit.
- (q) "Property" means the real estate together with all buildings and improvements located thereon which is described in the Declaration and was submitted to the

condominium form of ownership and such lands and improvements as are hereafter added to the Condominium in the manner described in the Declaration.

(r) "Rules" mean rules and regulations established by the Board as provided herein

(s) "Unit" means a separate freehold estate, which is a part of the Condominium intended for any type of individual, private or independent use, including one or more cubicles of air at one or more levels of space or one or more rooms or enclosed spaces located on one or more floors (or parts thereof) with outer boundaries as described in the Declaration.

(t) "Unit Owner" means a person, combination of persons, a partnership (either general or limited), a corporation, a limited liability company, a trustee or any other legal entity, whether foreign or domestic, who holds legal title to a Unit which is part of the Property or who has equitable ownership of a Unit as a land contract vendee, but the definition excludes those having an interest or lien in a Unit as security for the performance of an obligation. The Declarant is a Unit Owner with respect to each Unit to which it holds title. The term "Member" may be used herein, at times, interchangeably with the term "Unit Owner" and shall have the same meaning.

ARTICLE III

Members, Voting and Meetings

3.1 Members. The corporation shall have one (1) class of voting Membership, which shall be all Unit Owners, and Unit Owners shall have one (1) vote for each Unit owned. Every Unit Owner, upon acquiring title to a Unit under the terms of the Declaration, shall automatically become a Member of the Association and shall remain a Member thereof until such time as he

ownership of such Unit ceases for any reason, at which time his Membership in the Association shall automatically cease. The Association shall maintain a current Membership List. Every Unit Owner shall furnish the Association with his name, Unit number and current mailing address, the name of the person designated to vote for his Unit, the name and address of any Mortgagee with an interest in the Unit and a list of any Limited Common Elements appurtenant to the Unit and such other information as the Board may require. In the event of a change to any information on the Member List, the Unit Owner shall notify the Association, in writing, of such change, within ten (10) days after any such change. If title to a Unit is held by more than one (1) Unit Owner, the Membership related to that Unit shall be shared by such Unit Owners in the same proportionate interests and by the same type of tenancy in which the title to the Unit is held; however, such Unit Owners shall designate one (1) person to cast the vote appurtenant to such Unit. Voting rights may not be split, and shared Membership interests must be voted pursuant to the designation contained in the Membership List. No Unit Owner or designated person may vote at meetings of the Association until such information is furnished. Only the person so designated shall be entitled to cast a vote in person or by proxy. A designation may be changed by notice in writing to the Secretary of the Association signed by a majority of the Unit Owners having an ownership interest in the Unit. In the event of a Unit Owner's failure to pay any assessments or other Common Expenses as and when due, the Unit Owner or Owners and their designate shall be prohibited from voting at any Membership meeting unless and until the amount outstanding has been paid in full. Each Membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon conveyance of that Unit. Membership in the Association may not be transferred, except in connection with the transfer of a Unit. Upon

transfer of a Unit, the Association shall, as soon as possible thereafter, be given written notice of such transfer, including the name and current mailing address of the new Unit Owner or Owners, identification of the Unit, date of transfer, name of the person designated to vote, and any other information about the transfer which the Association may deem pertinent, and the Association shall make appropriate changes to the Membership List, effective as of the date of transfer.

3.2 Rights of Declarant. Notwithstanding any other provisions contained in these Bylaws, Declarant, its successors and assigns, shall have the right, at its option, to appoint and remove the Directors and officers of the Association and to exercise the powers and responsibilities otherwise assigned by the Declaration, the Act, the Corporate Law or these Bylaws to the Association or its Directors and officers, until the earlier of thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers or ten (10) years from the date the first Unit is conveyed by Declarant to anyone other than Declarant. Each Unit Owner shall be deemed, by acceptance of any deed to any Unit, to agree, approve, and consent to the right of Declarant to so control the Association.

3.3 Quorum and Proxies for Members' Meetings. A quorum for Members' meetings shall consist of a Majority of Unit Owners. Votes may be cast in person or by proxy in accordance with designations in the Membership List. Except as otherwise provided herein, the act of a Majority present in person or by proxy at any meeting at which a quorum is present shall be the act of the Members. Proxies shall be valid for a maximum period of one hundred eighty (180) days following issuance of same, unless sooner revoked, and must be filed with the Association at least twenty-four (24) hours before the appointed time of any meeting. If any meeting of Members cannot be organized because a quorum is not present, a majority of the

Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, without further notice. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

3.4 Time, Place, Notice and Calling of Members' Meetings. Written notice of all meetings stating the time and place and the purposes for which the meeting is called shall be given by the President or Secretary of the Association, unless waived in writing by all Members, to each Member at his address as it appears on the Membership List of the Association and shall be mailed or personally delivered not less than ten (10) days prior to the date of the meeting. Meetings shall be held at such time and place as may be designated by the Board of Directors. The annual meeting shall be held in the second week in February of each year for the purpose of electing Directors and transacting any other business authorized to be transacted by the Members. Special meetings of the Members shall be held whenever called by the President or any two (2) Directors and must be called upon receipt of a written request signed by Unit Owners with one-third (1/3) or more of all votes entitled to be cast.

3.5 Method of Conducting Meetings. All Membership meetings will be conducted in accordance with the then current edition of Robert's Rules of Order. The President shall preside at all Membership meetings and the Secretary shall record the resolutions passed at such meetings. The President shall count the votes at Membership meetings.

ARTICLE IV

Board of Directors

Terms?

4.1 Number and Qualification of Directors. The initial Board of Directors shall consist of three (3) persons, as designated in the Articles of Incorporation of the Association or as thereafter appointed by Declarant, who need not be Members. The initial Board of Directors shall hold office for the term as set forth in paragraph 4.3 below. Thereafter, the Board of Directors shall consist of five (5) persons, to be classified with respect to the terms for which they severally hold office as set forth in paragraph 4.3 below. After the Declarant no longer controls the Association, all but one (1) of the Directors must be Members of the Association.

4.2 Powers and Duties of the Board of Directors. The affairs of the Association shall be governed by the Board of Directors. All powers and duties as shall be necessary for the administration of the affairs of the Association as provided in the Act, the Corporate Law, the Declaration, the Articles of Incorporation or herein shall be exercised by the Board of Directors, except as may be delegated to the Executive Committee as hereinafter provided. The Board of Directors may obtain and pay for the services of any person or entity as a managing agent to manage the affairs of the Association to the extent the Board of Directors deems advisable. The Board of Directors may hire such other personnel as it shall determine for the proper operation of the Condominium. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, the Act, the Corporate Law, the Articles of Incorporation and these Bylaws.

The Board of Directors may borrow money for and on behalf of the Association as it deems advisable and necessary for the operation of the Association and may pledge, mortgage or grant security interests in the assets of the Association; provided, however, the Board of Directors may not borrow, in the aggregate, more than Five Thousand Dollars (\$5,000.00) in any twelve (12) month period and may not pledge, mortgage or grant a security interest in the Common

Elements or Limited Common Elements without the prior approval of a Majority of the Unit Owners given at a regular or special meeting of the Members. The Board of Directors may acquire and convey property both real and personal, tangible and intangible of any kind or nature for and on behalf of the Association as it deems advisable and necessary for the operation of the Association. All such property shall be titled in the name of the Association. The Board of Directors may not acquire or convey property with a cost of more than Five Thousand Dollars (\$5,000.00) without the prior approval of a Majority of the Unit Owners given at a regular or a special meeting of the Members.

4.3 Election and Term of Directors. Prior to the conveyance of twenty-five percent (25%) of the Interests to purchasers, the Members, other than the Declarant, shall hold a meeting and elect at least twenty-five percent (25%) of the Directors. Prior to the conveyance of fifty percent (50%) of the Interests to purchasers, the Members, other than the Declarant, shall hold a meeting and elect at least thirty-three and one-third percent (33 ⅓%) of the Directors. At such Member meetings, the Members shall decide whether to increase the number of Directors to accommodate the Member elected Director(s) on the Board or to require the resignation of the Declarant designated Director(s), who would be replaced by the Member elected Director(s). Not later than forty-five (45) days after the Declarant relinquishes control of the Association, the Members shall hold a meeting and elect five (5) Directors to hold office until the next annual meeting of the Members of the Association. At the first annual meeting of the Association after the Declarant relinquishes control of the Association, the Members shall elect five (5) Directors to be classified with respect to the terms for which they hold office by dividing them into two (2) classes as follows:

(a) Three (3) Directors whose terms will expire after one (1) year, at the next annual meeting of the Association.

(b) Two (2) Directors whose terms will expire after two (2) years, at the second annual meeting of the Association after their election.

The successors to the class of Directors whose terms expire as set forth above shall be elected to hold office for a term of two (2) years and until their successors are duly elected and qualified, or until any of said Directors shall have been removed in the manner hereinafter provided, so that the term of one (1) class shall expire in each year.

4.4 Executive Committee. The Directors may elect, from the Board of Directors and officers of the Association, an Executive Committee consisting of three (3) or more individuals for the transaction of such business of the Association as may require their attention between the meetings of the Board of Directors of the Association. All business transacted by such Executive Committee shall be submitted to and be approved by the Board of Directors at their next regular meeting if required. The Executive Committee shall constitute a standing Board of the Association, a majority of which may sit in the absence of the regular or special meeting of the Executive Committee and shall have such power and authority as may be conferred upon it by the Board of Directors.

4.5 Vacancies. Vacancies on the Board of Directors or the Executive Committee for any reason other than removal by a vote of the Members shall be filled by a vote of the majority of the remaining Board or Executive Committee, even though they may constitute less than a quorum, and each person so elected shall be a Director or a member of the Executive Committee

until a successor is elected at the next annual meeting of the Members or the Directors at which that class of Directors or the Executive Committee is to be elected.

4.6 Removal of Directors or Members of Executive Committee. At any regular or special meeting duly called, any one or more of the Directors or members of the Executive Committee may be removed, with or without cause, by a Majority of the Unit Owners, in person or by proxy, and a successor may then and there be elected to fill the vacancy thus created.

4.7 Regular Meetings and Notice. A regular annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the Members. Notice of the regular annual meeting of the Board of Directors shall not be required.

4.8 Special Meetings and Notice. Special meetings of the Board of Directors may be called by the President or three (3) Directors on three (3) days' prior written notice to each Director, given personally or by mail, which notice shall state the time, place and purpose of the meeting.

4.9 Waiver of Notice. Before, at or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all of the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

4.10 Quorum of Directors - Adjournments. Except as otherwise provided herein, at all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the act of the majority of the Directors present at a meeting at which

a quorum is present shall be the act of the Board of Directors. If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time without further notice. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

4.11 Fidelity Bonds. The Board of Directors may require that some or all officers and/or employees of the Association handling or responsible for the Association's funds must furnish adequate fidelity bonds. The premiums on any such bonds shall be paid by the Association.

ARTICLE V

Officers

5.1 Designation, Election and Removal. The principal officers of the Association shall be a President, Vice-President, Secretary and Treasurer, to be elected annually by the Board of Directors. Such officers may appoint assistant officers, subject to the approval of the Board. Upon the affirmative vote of a majority of the Directors, any officer or assistant officer may be removed, with or without cause, and his successor shall be elected at the regular meeting of the Board of Directors, or at any special meeting called for that purpose.

5.2 President. The President shall be selected from among the Directors and shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of President including, but not limited to, the power to sign, together with any

other officer if so designated by the Board, any contracts, checks, drafts or other instruments on behalf of the Association in accordance with the provisions herein.

5.3 Vice-President. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If both the President and the Vice-President are unable to act, the Board of Directors shall appoint a Director to do so on an interim basis. The Vice-President shall also perform such other duties as shall, from time to time, be imposed upon him by the Board of Directors.

5.4 Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association and shall have charge of the Association's minute books, Membership List, and records, and shall, in general, perform all duties incident to the office of Secretary.

5.5 Treasurer. The Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. He shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also be responsible for the billing and collection of all Common Expenses, assessments, fines, penalties, and special assessments made by the Association.

5.6 Liability of Directors and Officers. No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by him as a Director or officer of the Association, if such person (a) exercised and used the same degree of care and skill as a prudent man would have exercised or used under the circumstances in the

conduct of his own affairs, or (b) took or omitted to take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which he had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he may be entitled as a matter of law.

5.7. Compensation. No Director or officer of the corporation shall receive any fee or other compensation for services rendered to the Association, other than for reimbursement of expenses incurred in the scope of his duties, except by specific resolution of a Majority of the Members.

ARTICLE VI

Operation of the Property

6.1 The Association. The Association, through the Board of Directors and/or the Executive Committee, shall be responsible for the administration and operation of the Condominium, in accordance with the Declaration, the Articles of Incorporation, these Bylaws, and the Rules established hereunder. The Association may contract for management services and a managing agent with respect to the administration and operation of the Condominium.

6.2 Rules. The Association, through the Board of Directors, may, from time to time, adopt Rules governing the operation, maintenance and use of the Units, the Common Elements and the Limited Common Elements by the Unit Owners, families, lessees, guests and Occupants. Such Rules of the Association shall not be inconsistent with the conditions, covenants, restrictions and easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective Units and the Common Elements and Limited Common

Elements by persons entitled thereto. The Members and their families, lessees or guests and any Occupants of the Units shall conform to and abide by all such Rules. A violation of any such Rules shall constitute a violation of the Declaration and these Bylaws. The Association through its Board of Directors shall designate such means of enforcement thereof as it deems necessary and appropriate including fines, penalties and/or special assessments (hereinafter collectively "Fines"). Any such Fines shall be deemed liquidated damages for breach of the Rules of the Association which are accepted by Unit Owners upon becoming a Member of the Association. Any such Fines shall be deemed to be assessments in the same manner as Common Expenses and shall be collected in the same manner as Common Expenses. The Rules may be altered and amended or repealed in the discretion of the Board of Directors.

6.3 Common Expenses. The Board of Directors shall determine the Common Expenses of the Association, and shall prepare an annual operating budget for the Association in order to determine the amount of the common charges payable by each Unit to meet the estimated Common Expenses of the Association for the ensuing year. The amounts required by such budget shall be assessed and charged against the Units and allocated among the Members of the Association according to their respective Interests as set forth in the Declaration. The common charges shall be prorated and paid monthly to the Association on or before the first (1st) day of each month. All assessments until paid, plus all accrued interest and actual costs of collection, including actual attorneys' fees, shall constitute a lien on the Units on which they are assessed, as hereinafter provided. If not paid on or before the due date, the charges shall bear interest at the rate of twelve percent (12%) per annum until paid in full. The Board of Directors may establish "late fees" or other forms of assessment for delinquent payments of assessments by

Members. The Association shall be entitled to any legal or equitable remedies to collect such delinquencies. Each Unit Owner shall be obligated to pay Common Expenses hereunder notwithstanding the fact that he may have a pending dispute with the Association or the Board of Directors on any matter.

6.4 Operating Budget. The annual operating budget shall provide for two (2) or more funds, one of which shall be designated the "Operating Fund" and one of the others the "Working Capital Fund." The Operating Fund shall be used for all Common Expenses which occur with greater than annual frequency, such as amounts required for the cost of maintenance of the Common Elements and Limited Common Elements, management services, insurance, common services, administration, materials and supplies. The Working Capital Fund shall be used as described in the Declaration or as provided herein. In the event the Association incurs extraordinary expenditures not originally included in the annual budget, then such sums as may be required in addition to the Operating Fund may be charged against the Working Capital Fund or such other reserve fund as may be established by the Board. Alternatively, if the annual assessment based on the budget proves inadequate, or if special circumstances arise, then 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.

The Working Capital Fund and other reserve funds may also be used to discharge mechanic's liens or other encumbrances levied against the Condominium or against each Unit, if resulting from action by the Association. The Unit Owner or Owners responsible for any lien, which is paid by the Association but is not the obligation of the Association, shall be specially

assessed for the full amount thereof. The Directors may also use the Working Capital Fund or other reserve funds for the maintenance and repair of any Unit if such maintenance and repair, although the obligation of the Unit Owner, is necessary to protect the Condominium. The full amount of the cost of any such maintenance or repair shall be specially assessed to the Unit Owner responsible therefor.

The annual budget shall be prepared and determined by the Board on or before January 31st of each calendar year. The Board of Directors shall advise all Members of the Association in writing of the amount of common charges payable on behalf of each Unit by the date of the annual Members' meeting and shall furnish copies of the budget on which such common charges are based to each Member.

If within fifteen (15) days after the annual Membership meeting a petition is presented to the Board of Directors protesting such charges or the budget upon which they are based, and the petition is signed by Members representing more than one third ($\frac{1}{3}$) of the Membership entitled to vote, then the Directors shall notify all Members of a meeting called for the sole purpose of reviewing such charges or budget. At such meeting, the vote of a Majority of the Unit Owners may revise the budget and charges, and such revised budget and corresponding charges shall replace for all purposes the ones previously established by the Board; provided, however, that the annual budget and charges (except contributions to any reserve fund) may not be revised downward to a point lower than the average total budget for the preceding two (2) years. If a budget and charges have not been established and made for any two (2) preceding years, then the annual budget and charges (except contributions to any reserve fund) may not be revised downward until two (2) years of experience exist.

6.5 Default. If a Member of the Association is in default in the payment of any charges, expenses, assessments, and/or fines, (hereinafter collectively "Assessments") for a period of more than thirty (30) days (hereinafter "Delinquent Assessments"), the Association may accelerate the entire amount of the annual common charges and any other Assessments remaining unpaid with respect to such delinquent Member and his Unit for purposes of collection and enforcement of the lien against the Unit for all such unpaid Assessments. All Assessments, until paid, plus all accrued interest and actual costs of collection and actual attorneys' fees incurred in connection with collection, shall constitute a lien on the Units on which they are assessed if a statement of lien is filed, as provided in the Act, within two (2) years after the assessment becomes due. If a Member of the Association is delinquent, the Member, his family, lessees, guests and/or any Occupant of the Unit may be prohibited from using any recreational facilities located in the Common Elements until all Delinquent Assessments have been paid. All matters concerning collection of Assessments shall be administered by the Board of Directors or the Executive Committee if the authority to handle same is delegated to the Executive Committee. If any Director or Executive Committee member is delinquent, the delinquent individual shall not be allowed to vote on any matters concerning the collection of such Delinquent Assessments. If the number of delinquent Directors or Executive Committee members is such that the remaining individuals on the Board or Executive Committee do not constitute a quorum for purposes of taking any collection action, the nondelinquent individual(s) shall be able to take any action deemed advisable even though such individual(s) may constitute less than a quorum. In addition to any other action authorized for collection of Assessments as provided in the Act or the Declaration, any delinquent Director(s) or Executive Committee member(s) may be removed from

office by a vote of a majority of the nondelinquent Directors even though such individual(s) may constitute less than a quorum of the Board. The Board of Directors shall also have the right to publish in the Common Elements of the Property the names of all Unit Owners who are more than thirty (30) days delinquent in the payment of their assessments. By acceptance of the deed to his Unit, each Unit Owner shall be deemed to have consented to such publication.

ARTICLE VI I

Repairs and Maintenance

7.1 Individual Units. Each Unit Owner shall be responsible for keeping the interior of his Unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for such replacement, maintenance and repair with respect to his Unit. Except as otherwise provided herein, each Unit Owner, at his sole expense, shall be responsible for keeping the interior of his Unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for any repair, maintenance, replacement, decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of the interior of his Unit. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the Unit in good repair, each Unit Owner shall be responsible for the maintenance, repair or replacement of any interior electric wiring and conduit, fixtures, plumbing, water heaters, furnaces, doors and windows (including replacement of broken glass), steps, stairways, carpeting, lighting fixtures, refrigerators, ranges, heating and air-conditioning equipment (whether located in a Unit or in a Common Element), dishwashers, disposals, laundry

equipment such as washers and dryers, doorbells, or other equipment which services only the Unit.

7.2 Common Elements and Limited Common Elements. The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements and shall cause the same to be maintained, repaired, replaced and kept in good, clean, attractive and sanitary condition, order and repair, except to the extent individual Unit Owners are responsible therefor. Without in any way limiting the foregoing, the Association shall be responsible, at Association expense (unless necessitated by the negligence or misuse of a Unit Owner, his family, lessee or an Occupant of the Unit, in which case such expense shall be charged to such Unit Owner and his Unit), for accomplishment of all replacement, maintenance and repair with respect to the Common Elements and Limited Common Elements.

7.3 Disputes. In the event of any dispute between two or more Unit Owners including, but not limited to, a dispute concerning use or maintenance of a Unit, the Common Element or Limited Common Element, such dispute shall be submitted to the Board of Directors, in writing, and the determination of a majority of the Board shall be final and binding upon such Unit Owners. The Board may, but need not, hold a hearing at which all Unit Owners involved in the dispute will be entitled to present their side of the dispute. If the dispute involves a Director, a Member, who is not (i) involved in or would be affected by the dispute, (ii) related to anyone involved in the dispute, or (iii) likely to give testimony or present any evidence in the dispute, shall be appointed by the Board to take the place of such Director for purposes of deciding the dispute. The decision of the Board shall be conclusive, final and binding on all parties to the dispute. The Board may, but need not, employ legal counsel to advise it as to the dispute. The

cost of such counsel or of the hearing, if held, will be borne equally by all Unit Owners involved in the dispute, regardless of its outcome. If such costs are not promptly paid by the Unit Owners, they shall be deemed to be, a special assessment against the Unit Owner and his Unit, will bear interest and Fines and may be collected in the same manner as any other Common Expenses which are assessed against Units.

7.4 Association Services and Insurance. The Association may provide any service or maintenance requested by a Unit Owner or Owners with respect to individual Units or Limited Common Elements that the Association is able and willing to provide or perform, and shall specially assess such requesting Unit Owner or Owners therefor. The Association may also provide insurance coverages for specific Units, upon request, and collect for such premiums from the Unit Owner, as provided in the Declaration.

ARTICLE VIII

Duties and Obligations of Unit Owners

8.1 Rules. The Units and the Common Elements and Limited Common Elements shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these Bylaws, and the Rules including the following:

(a) Use. No Residential Unit Owner shall occupy or use his Unit or the Limited Common Elements appurtenant thereto, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the Unit Owner, his family, guests, lessees or any Occupant, except as otherwise provided in the Declaration. No waste will be committed in the Condominium. Nonresidential Units, if any, shall be occupied and used as provided in the Declaration or as may hereafter be provided in these Bylaws or the Rules. Use

of Common Elements may be regulated by the Board, and Rules may be established for such purpose.

(b) Obstructions. There shall be no obstruction of the Common Elements.

(c) Increase of Insurance Rates. Nothing shall be done or kept in any Unit or in the Common Elements or Limited Common Elements which will increase the rate of insurance on same, without the prior consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements or Limited Common Elements which will result in the cancellation of insurance on any Unit or any part of the Common Elements or Limited Common Elements, or which would be in violation of any law or ordinance.

(d) Signs. No sign of any kind shall be displayed to the public view on or from any Unit or the Common Elements or Limited Common Elements without the prior consent of the Board. This rule does not apply to Declarant as provided in the Declaration.

(e) Animals. No animals of any kind shall be raised, bred or kept in any Unit or in the Common Elements or Limited Common Elements, except as provided in the Declaration or as may hereafter be permitted under these Bylaws or the Rules.

(f) Noxious Activity. No loud, noxious or offensive activity shall be carried on in any Units or in the Common Elements or Limited Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to others.

(g) Alteration, Construction or Removal. Nothing shall be altered or constructed in or removed from the Common Elements or Limited Common Elements, except upon the written consent of the Board. This shall not apply to the Declarant during any period in which the Declarant is constructing, remodeling, operating or selling Units in the Condominium.

(h) Except with the prior permission of the Board of Directors, no trucks, buses, trailers, campers, snowmobiles, boats or vehicles other than private passenger cars, station wagons, recreational pick up trucks, minivans or motorcycles shall be parked on the Property except in connection with the normal course of construction or for services rendered to a Unit. No portion of the Property shall be used for vehicle storage, repairs, painting or similar activities.

(i) Conflict. The above Rules, and those which may be hereafter adopted by the Board are in addition to the conditions, covenants, restrictions and easements set forth in the Declaration, and in the event of a conflict herewith, the Declaration shall govern.

8.2 Maintenance and Repair of Units. Every Unit Owner must perform properly or cause to be performed all maintenance and repair work within his own Unit which if omitted would affect the Condominium in its entirety or in any portion belonging to other Unit Owners, and such Unit Owner shall be personally liable to the Association or to Unit Owners, as the case may be, for any damages caused by his failure to do so.

8.3 Limited Common Elements. Every Unit Owner must keep the Limited Common Elements appurtenant to his Unit in clean and proper condition in accordance with the provisions of the Declaration, these Bylaws and the Rules.

ARTICLE IX

Insurance

9.1 Casualty Insurance. The Association shall be required to obtain and maintain, to the extent obtainable, casualty insurance as provided in the Declaration insuring the Condominium (but not including furniture, furnishings or other personal property supplied or installed by Unit Owners, unless otherwise provided by the Association), together with all heating or air

conditioning equipment and other service, plumbing or utility machinery contained therein, all Common Elements and all Limited Common Elements. Such insurance shall cover the Condominium and shall name as insureds the Association, Unit Owners and Mortgagees as their interests may appear, in an amount equal to not less than the replacement value of the Property. Each policy shall provide that proceeds shall be payable to the Association as trustee for all Unit Owners and their Mortgagees, as their interests may appear.

9.2 Waiver of Subrogation; Appraisal. All policies of casualty insurance shall contain waivers of subrogation and waivers of any defense based on coinsurance or of invalidity arising from any acts of the insured, and shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days prior written notice to the Association. Every year, the Board shall review the coverages provided by such insurance and may obtain an appraisal from a fire insurance company or qualified real estate appraiser of the full replacement value of the Property for the purpose of determining the amount of insurance to be carried in view of the need for full replacement coverage.

9.3 Liability Insurance. The Association shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board may from time to time determine (provided that such limits shall at all times equal or exceed the limit established by Declarant set forth below), covering The Association, each Director and Officer, the managing agent or manager (if any), and each Unit Owner. Such public liability coverage shall also cover cross liability claims of one insured against another. Until the first meeting of the Board of Directors following the first annual meeting of the Unit Owners after the Declarant no longer controls the Association, such public liability insurance shall be in a single limit of at least

\$1,000,000 covering all claims for bodily injury or property damage arising out of one occurrence. The Board shall obtain and maintain workmen's compensation insurance to the extent necessary to comply with any applicable laws and may obtain such other forms of insurance coverage as are deemed necessary or advisable.

9.4 Appointment of Association. By acceptance of the deed to his Unit, each Unit Owner shall be deemed to have appointed the Association as his attorney-in-fact for the purpose of purchasing and maintaining the above-described policies of insurance, including, where applicable, the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents and the performance of all other acts necessary to accomplish such purpose and the restoration or reconstruction of the Condominium as provided in Article X herein.

9.5 Unit Owner Insurance. Unit Owners or their Mortgagees shall not be prohibited from carrying other insurance for their own benefit provided that all policies shall contain waivers of subrogation, and that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any such additional insurance. The insurance obtained by the Association need not cover the contents of Units or public liability claims arising out of occurrences happening within the boundaries of the Units.

ARTICLE X

Damage and Reconstruction

10.1 Minor Damage. In the event of any damage to or destruction of the Property in an amount equal to or less than ten percent (10%) of the replacement cost of the entire Condominium, whether or not the insurance proceeds, if any, are sufficient to complete repair or

reconstruction, the Board of Directors is authorized to and shall arrange for the prompt repair and reconstruction of such damaged portion of the Property substantially in accordance with the original plans and specifications of such portion (including any damaged Units, but not including any wall, ceiling or floor decorations, painting or coverings or other furniture, furnishings, fixtures or equipment installed by Unit Owners in the Units), and the Board of Directors shall disburse any insurance proceeds to the contractors engaged in such repair and reconstruction in appropriate progress payments. Any cost of such repair and reconstruction in excess of the insurance proceeds shall be a Common Expense and the Board of Directors shall assess the Unit Owners for such deficit as part of the Common Expenses.

10.2 Major Damage. In the event the Property is destroyed or damaged in an amount in excess of ten percent (10%) of the replacement cost of the entire Condominium, and insurance proceeds, if any, constitute less than eighty percent (80%) of the cost of completing repair or reconstruction, the Association, by vote of at least seventy-five percent (75%) of all Unit Owners, may determine within 90 days after such damage or destruction not to proceed with repair or reconstruction. If the Association determines to repair or reconstruct, or if the Association fails to vote within 90 days after such damage or destruction as to whether to repair or reconstruct, the Directors shall arrange for such repair or reconstruction in accordance with Section 10.1 herein. If the Association determines not to repair or reconstruct, the Property shall be deemed to be owned in common by the Unit Owners in proportion to their respective Interests and shall be subject to an action for partition at the suit of any Unit Owner, in which event the net proceeds of sale, together with the net insurance proceeds, shall be divided by the Board of Directors among all the Unit Owners in proportion to their respective Interests after first paying out of the

share of each Unit Owner, to the extent sufficient for the purpose, all amount due Mortgage s.

In the event the Property is destroyed or damaged in an amount in excess of ten percent (10%) of the replacement cost of the entire Condominium, and insurance proceeds are equal to or greater than eighty percent (80%) of the cost of completing repair or reconstruction, the Board of Directors is authorized and shall arrange for such repair or reconstruction in accordance with Section 10.1 herein.

10.3 Conflict. In the event of a conflict between the Declaration and Article X of these Bylaws relating to damage and repair thereof in the Condominium, the provisions of Article X of the Bylaws, as it may be amended from time to time, shall govern.

ARTICLE XI

Condemnation

11.1 Common Elements. In the event of a taking in condemnation or by eminent domain of part or all of the Common Elements of the Property exclusive of any of the Units, the award made for such taking shall be payable to the Association. The Association shall promptly undertake to restore, rebuild or relocate the Common Elements. The proceeds of the award shall be disbursed to effect such restoration, reconstruction or relocation (hereinafter collectively "Restoration") and any costs in excess of the award shall be a Common Expense. The Board of Directors shall effect such Restoration in the same manner as provided in Section 10.1 in the case of damage or destruction. If Restoration is not undertaken, the proceeds of the award shall be disbursed to the Unit Owners in proportion to their respective Interests.

11.2 Units. In the event of a taking in condemnation or by eminent domain of any of the Units or the Limited Common Elements appurtenant thereto, exclusive of the Common

Elements, or of any of the Units or the Limited Common Elements appurtenant thereto and a portion of the Common Elements, the Association, by vote of a Majority of the Unit Owners taken within 90 days of payment of the award (or other payment if conveyed in lieu of such taking), shall determine whether to permit Restoration of the Units, the appurtenant Limited Common Elements and the Common Elements affected. If the Association determines to permit Restoration and the Unit Owners affected unanimously elect to undertake Restoration of their Units, the Board of Directors shall effect such Restoration in the same manner as provided in Section 10.1 in the case of damage or destruction, except that any cost of Restoration of Units in excess of the award shall be the sole expense of the Unit Owners of such Units. If the Association determines not to proceed with Restoration or fails to vote within said 90-day period or the Unit Owners affected do not unanimously elect Restoration, the entire net proceeds shall be disbursed to those Unit Owners whose Units have been taken in proportion to their respective Interests. If any such Unit Owner is in default in paying Common Expenses, the amount of the unpaid Common Expenses shall be deducted from his share of the proceeds. Upon receipt of his share of the proceeds, each Unit Owner shall execute a release, in form satisfactory to the Association, of his Interest in the Common Elements and shall thereafter no longer be considered a Unit Owner. The Interests of the remaining Unit Owners in the Common Elements shall be recomputed by the Board of Directors on a proportionate basis and the Declaration shall be amended as provided in the Act.

ARTICLE XII

General

12.1 Fiscal Year. The fiscal year of the Association shall begin on the 1st day of January, and end on the 31st day of December in each year.

12.2 Seal. The Board of Directors may, but need not, provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association and the words "Corporate Seal".

ARTICLE XIII

Amendments

13.1 Members. These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the Members, at any meeting called for such purpose, by an affirmative vote of sixty-seven percent (67%) of all of the votes entitled to be cast by Members of the Association.

13.2 Rights of Declarant. Notwithstanding Section 13.1 hereof, no amendment of these Bylaws shall alter or abrogate the rights of Declarant as contained in these Bylaws or the Declaration.

13.3 Inclusion of Expansion Real Estate. The Declarant may amend these Bylaws to provide for any matters resulting from the addition of the Expansion Real Estate to the Condominium.

ARTICLE XIV

Miscellaneous

14.1 Record of Ownership. Every Unit Owner shall promptly cause to be duly recorded or filed of record the deed, lease, assignment or other conveyance to him of such Unit or other evidence of his title thereto, and shall file such lease with and present such other evidence of his title to the Board of Directors, and the Secretary shall maintain all such information in the Membership List of the Association.

14.2 Mortgages. Any Unit Owner who mortgages his Unit or any interest therein shall notify the Board of Directors of the name and address of his mortgagee, and also of any release of such mortgage, and the Secretary shall maintain all such information in the Membership List of the Association. The Board of Directors at the request of any mortgagee or prospective purchaser of any Unit or interest therein shall report to such person the amount of any Assessments against such Unit then due and unpaid.

14.3 Indemnity of Officers and Directors. Every person who is or was a Director or an officer of the Association (together with the heirs, executors and administrators 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 upon him in connection with or resulting from any claim action, suit or proceeding, including criminal proceedings, to which he is made or threatened to be made a party by reason of his being or having been such Director or officer, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for negligence or willful misconduct. In the event of a 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 negligence or willful misconduct in the performance of his duty as such Director or officer in relation to the matter involved. The Association, by its Board of Directors, 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 in his capacity as such employee. The foregoing rights of indemnification shall be in addition to all rights to which officers, Directors or employees are or may be entitled under the Corporate Law. All liability, loss, damage, costs

and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions, to the extent not covered by insurance, shall be treated and handled by the Association as Common Expenses.

14.4 Subordination. Except as otherwise provided herein, these Bylaws are subordinate and subject to all provisions of the Declaration, the Act, the Corporate Law and any amendments thereto, which shall control in case of any conflict. The Declaration is subordinate and subject to all provisions of the Act, the Corporate Law and any amendments thereto, which shall control in case of any conflict.

14.5 Interpretation. In case any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these Bylaws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the Unit Owners. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, whenever the context so requires. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

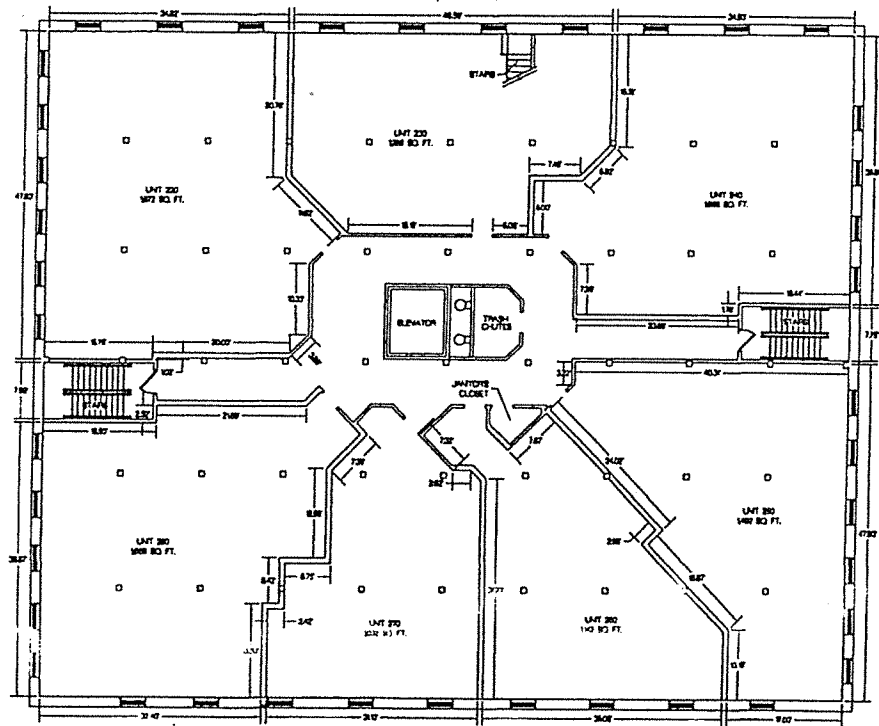
14.6 Notices. All notices to the Board of Directors or the Association shall be sent by registered or certified mail, c/o the managing agent, or if there is no managing agent, to the office of the registered agent of the Association or to such other address as the Board of Directors may

hereafter designate from time to time. Except when delivered in person, all notices to any Unit Owner shall be mailed or hand delivered to his Unit or to such other address as may have been designated by him on the Membership List, from time to time. All notices to Mortgagees shall be mailed or hand delivered to their respective addresses, as designated by the Unit Owner or the Mortgagee on the Membership List, from time to time. All notices shall be deemed to have been given when mailed or transmitted electronically, except notices of change of address which shall be deemed to have been given when received. Notices to the Unit Owners or their mortgagees need not be mailed by registered or certified mail. In lieu of mailing, notices may be sent by electronic transmission, with confirmation of receipt, to a telephone number provided by a Unit Owner or a Mortgagee for the Membership List.

14.7 Board Consent. In any instance herein in which the consent of the Board is required, such consent may be given or withheld in the sole discretion of the Board, and any consent may be conditioned upon fulfillment of such requirements as the Board, in its sole discretion, may impose.

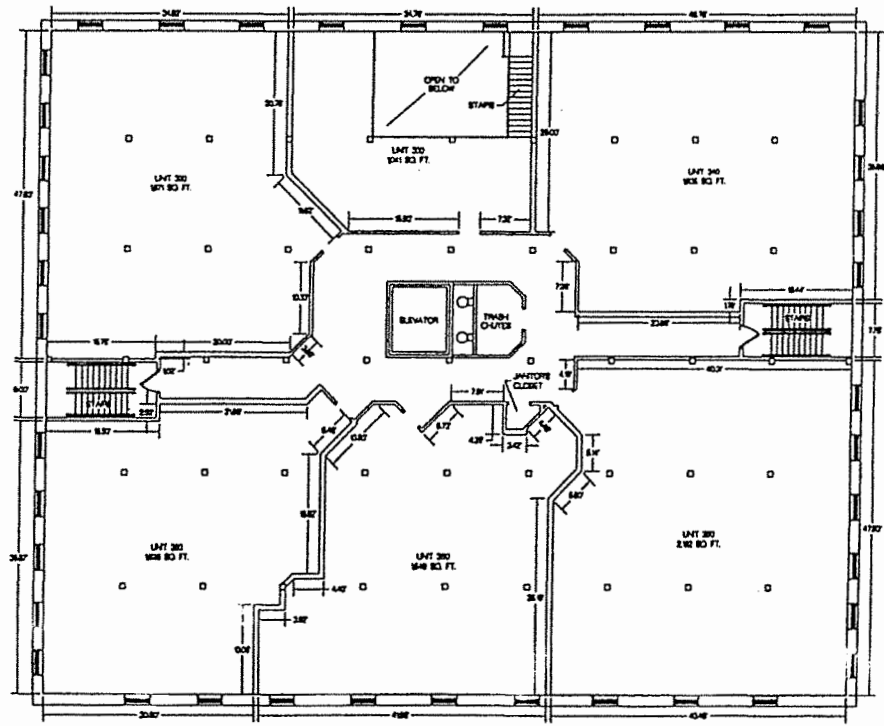
14.8 Informal Action and Telephonic Meetings. Any action which is required to be taken at a meeting of the Board of Directors or the Members or which may be taken at such a meeting, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Directors or by not less than eighty percent (80%) of the Members entitled to vote with respect to the subject matter. Such consent shall have the same force and effect as a unanimous vote and notice of such consent shall be provided as required under the Corporate Law.. Regular and special meetings of the Directors may be held by telephonic conference or any other means of conference communication in accordance with the Corporate Law.

TRANSPORTATION DISTRICT CONDOMINIUM
CITY OF MILWAUKEE, MILWAUKEE
COUNTY, WISCONSIN



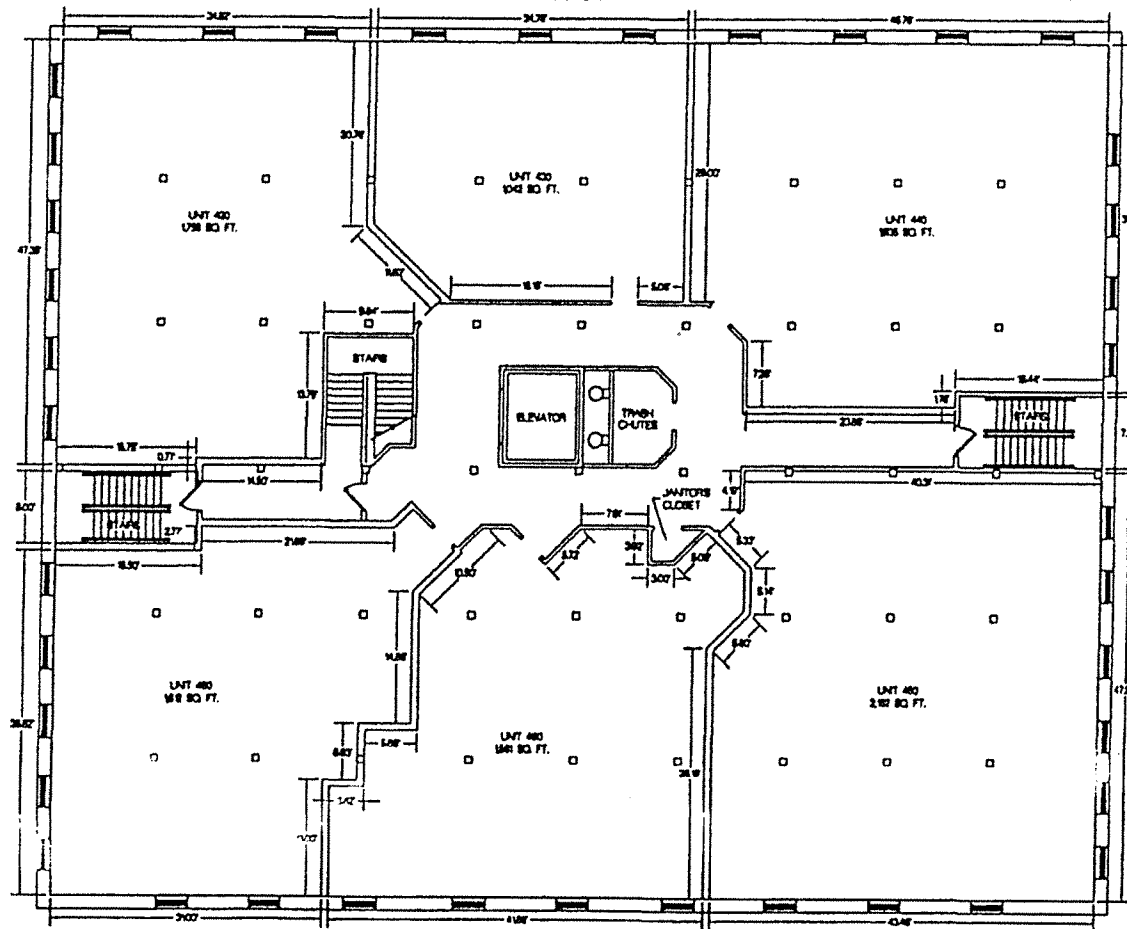
SECOND FLOOR UNIT PLAN
SCALE: 1/8" = 1'-0"

TRANSPORTATION DISTRICT CONDOMINIUM
CITY OF MILWAUKEE, MILWAUKEE
COUNTY, WISCONSIN



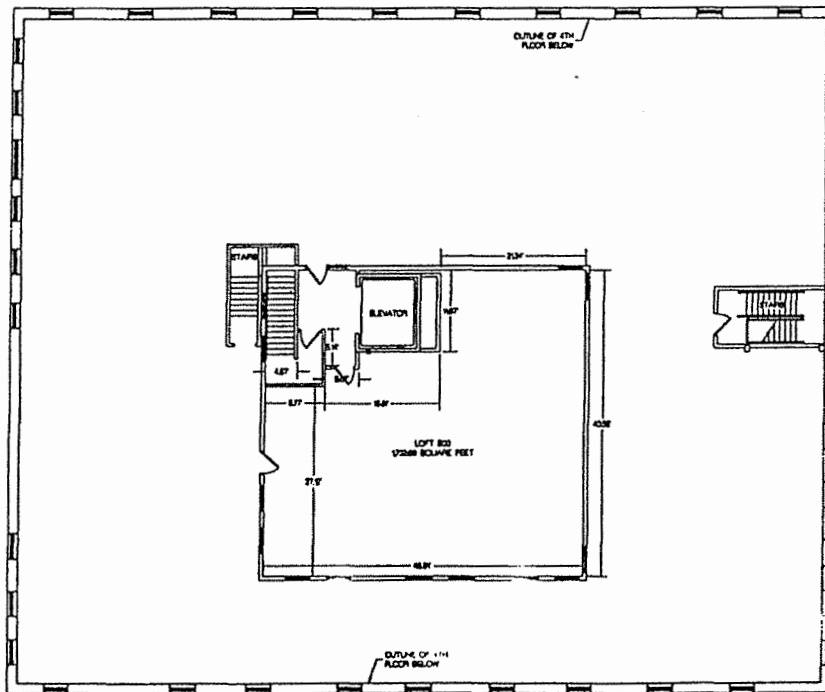
THIRD FLOOR UNIT RUN
10'0" x 12'0"

TRANSPORTATION DISTRICT CONDOMINIUM
CITY OF MILWAUKEE, MILWAUKEE COUNTY,
WISCONSIN



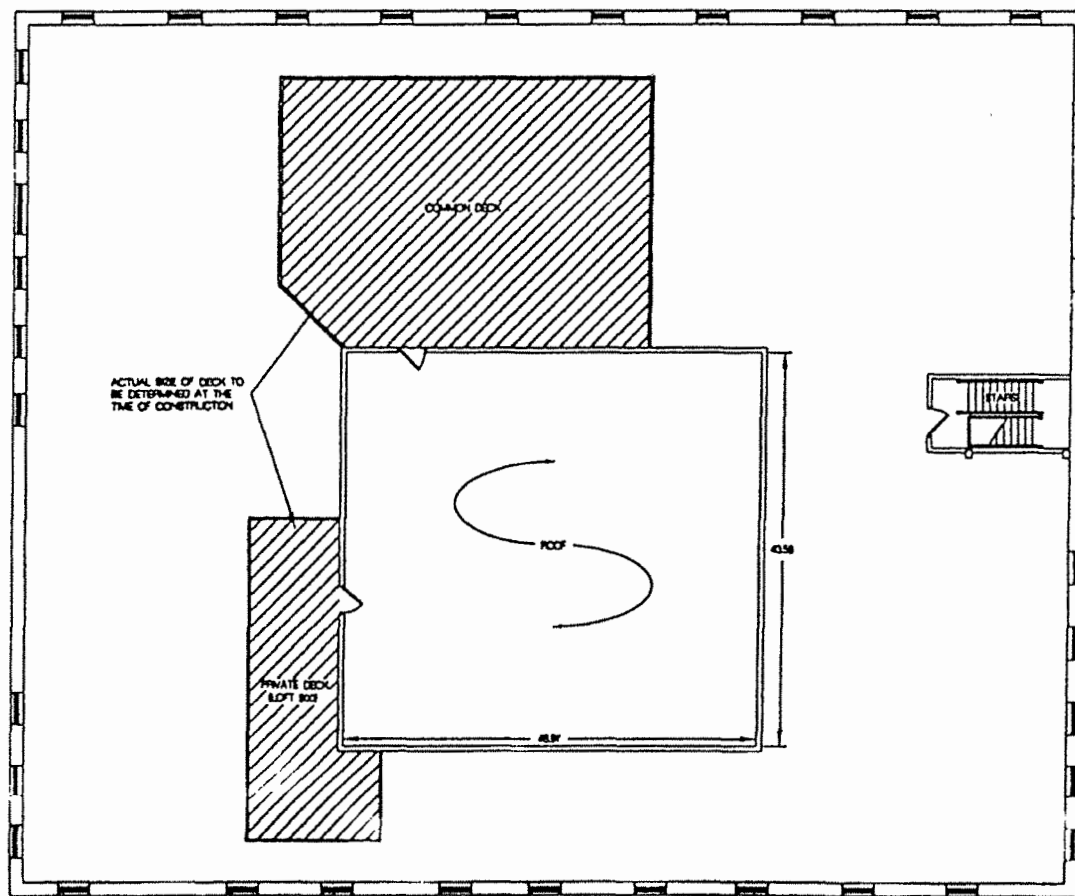
FOURTH FLOOR UNIT RUN
SCALE 1/8" = 1'-0"

TRANSPORTATION DISTRICT CONDOMINIUM
CITY OF MILWAUKEE, MILWAUKEE
COUNTY, WISCONSIN



LOFT 800 FLOOR PLAN
SCALE: 1" = 10'

TRANSPORTATION DISTRICT CONDOMINIUM
CITY OF MILWAUKEE, MILWAUKEE
COUNTY, WISCONSIN



ROOF PLAN
SCALE: 1" = 7'

ALTA/ACSM LAND TITLE SURVEY/PLAT OF SURVEY

John B. McLean, Jr., President of the Board of Directors of the United States Steel Corporation, is the author of the book, "The Steel Industry in the United States," published by the American Iron and Steel Institute, 1964.

LANDING STRONG

1. HENRY COTTEY is the U.S. Department of Housing and Urban Development, Second Deputy U.S. Ambassador, Policy Assistant, Housing and District Sales Guaranty Division, and is both borrower and servicer. Post

I made an on the ground survey for aerial photography of the land shown herein located at 413-417 2nd St. Street West, Minnetonka, Minnesota on April 2, 1967, and last visited on November 22, 1968, and the 1 and 2 1/2 acre map was made in accordance with the 1968 Survey measurements and Report, Form 545-0-10-1, and the measurements for an exact Survey, as subject to the "Minnetonka Land Survey" for all LA/ACB/Land Survey, dated 1968.

[illegible]

LAND SURVEYING SCHOOL, INC.

STI

GRAPHIC SCALE

1 inch = 30 ft

NOTES:

FORMING:
CBC MIXED ACTIVITY

FLOOD:
NOT IN A FLOOD PLAIN PER FEMA PANEL#
330278-00058
DATED 3-1-82

NO POINTS FOUND OR SET AT PROPERTY
CORNERS.

SURVEY IS BASED ON STEWART TITLE
INSURANCE COMPANY TITLE COMMITMENT
CASE NO.
AA-81570-M OLD
DATED MARCH 14, 1997

WAREHOUSE LOFT APARTMENTS
FHA PROJECT NO. 075 35381-PW
MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

SOME FEATURES HAVE BEEN ACCENTUATED
TO AID VISUAL INTERPRETATION

PAGE 747

;

;

;

STATEMENT REGARDING STRUCTURAL COMPONENTS AND MECHANICAL AND ELECTRICAL SYSTEMS IN TRANSPORTATION DISTRICT CONDOMINIUM

As required by Section 703.33(2)(cm) of the Wisconsin Condominium Ownership Act with respect to conversion condominiums, the Declarant of Transportation District Condominium makes the following statements regarding Transportation District Condominium:

1. The present condition of those structural components and mechanical and electrical installations that are material to the use and enjoyment of the building in which the units in the Condominium are located is as set forth in the attached letter report by the independent architectural firm of Stack Design Group, Inc., dated July 13, 2000.
2. No representations are made by the Declarant or Stack Design Group, Inc. regarding the expected useful life of any of the items described in the attached report.
3. There are no uncured violations of building code or other municipal regulations with respect to the Condominium.

THIRD PROPERTY, LLC,
a Wisconsin limited liability company



July 13, 2000

Ron SanFelippo
Third Property LLC
413 N. 2nd Street
Milwaukee, WI 53203

Re: The Soap Works Lofts

Dear Ron,

Based on information obtained over the course of the two year renovation process, we offer the following relative to the conditions of the above referenced building.

1. The overall structural capacity is adequate for the residential use intended. The present condition of all structural components appears to be in sound condition.
2. All of the existing mechanical systems servicing the building have been abandoned, removed and/or replaced with new code compliant systems in connection with the renovation of the buildings HVAC, plumbing, electrical and fire protection.
3. An entirely new roofing system has or will be installed on the building.

In addition to the foregoing, we note that The Soap Works building's renovations will be in compliance with all applicable building codes and municipal regulations.

If you have any questions, please do not hesitate to call.

Sincerely,

Thomas Stachowiak, AIA
President

Doc Number
7938992
7-24-00

FIRST AMENDMENT
TO
DECLARATION OF CONDOMINIUM
FOR
TRANSPORTATION DISTRICT CONDOMINIUM

WHEREAS, THIRD PROPERTY, LLC., a Wisconsin limited liability
caused its Declaration of Condominium to be recorded on July 19,
2000 as Document Number 7937457, and

WHEREAS, Section 26 of said Declaration provides for the
amendment of same by a vote of not less than Seventy-Five Percent
(75%) of all votes entitled to be cast by members of the
association, and

WHEREAS, THIRD PROPERTY, LLC, is the owner of all the units
in TRANSPORTATION DISTRICT CONDOMINIUM.

NOW, THEREFORE, Section 9, page 15 the last three lines of
this page are amended as follows:

"Ownership of pets in Units of the Condominium is limited to
not more than two (2) cats or dogs, or one (1) bird, which will
not have a loud call audible outside a Unit and will not exceed
fourteen (14) inches in length from beak to tail tip."

IN WITNESS WHEREOF, THIRD PROPERTY LLC, a Wisconsin limited liability company, the Declarant, has caused this Amendment to be executed.

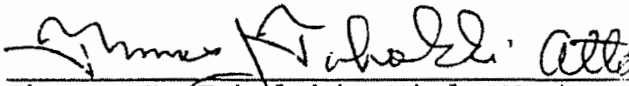
THIRD PROPERTY, LLC

By:


RONALD S. SAN FELIPPO, MEMBER

AUTHENTICATION

Signature authenticated this 21st day of July, 2000.


Thomas J. Tobolski, Title Member
State Bar of Wisconsin

This Amendment is drafted by Thomas J. Tobolski, Attorney
Legal Description of said Condominium Units 110 to 500 inclusive
in Transportation District Condominium Tax Key Number 361-0899-1.

End of Bylaws

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RECEIVED - DEPT OF
FINANCIAL INSTITUTIONS
STATE OF WISCONSIN

2000 JUL 11 AM 9:44

ARTICLES OF INCORPORATION

OF

TRANSPORTATION DISTRICT CONDOMINIUM OWNERS ASSOCIATION, INC.

(A Non-Stock, Non-Profit Corporation)

The undersigned, being an adult resident of the State of Wisconsin acting as incorporator under the Wisconsin Non-Stock Corporation Law, Chapter 181 of the Wisconsin Statutes, adopts the following Articles of Incorporation:

ARTICLE I

Name

The name of the corporation shall be TRANSPORTATION DISTRICT CONDOMINIUM OWNERS ASSOCIATION, INC. (hereinafter the "Corporation").

ARTICLE II

Period of Existence

The period of existence of the Corporation shall be perpetual.

ARTICLE III

Purposes

The purposes for which this Corporation is organized are as follows:

- (a) To serve as an association of Unit Owners who own real estate and improvements under the condominium form of use and ownership (such real estate and improvements hereinafter sometimes referred to collectively as the "Condominium Property"), as provided in the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes, (hereinafter the "Act"), and subject to the terms and conditions of the Condominium Declaration for TRANSPORTATION DISTRICT CONDOMINIUM, as recorded in the Office of the Register of Deeds for Milwaukee

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FILE ID# 225

7030663

County, Wisconsin (hereinafter the "Declaration"), the terms of which are incorporated herein by reference; and

(b) To serve as a means through which the Unit Owners may administer manage, operate and control the Condominium Property in accordance with the Act and the Declaration; and

(c) To engage in lawful activity within the purposes for which a non-stock, non-profit corporation may be organized under the Wisconsin Non-Stock Corporation Law, Chapter 181 of the Wisconsin Statutes, subject to the Act and the Declaration.

Any capitalized, but undefined, term contained herein shall have the same meaning as provided in the Declaration.

ARTICLE IV

Members

The Corporation shall have one (1) class of voting membership, which will consist of Unit Owners and the Declarant. The rights and qualifications of membership shall be as set forth in the Bylaws of the Corporation. The Corporation may, as set forth in the Bylaws, issue certificates evidencing membership in the Corporation.

ARTICLE V

Powers

The Corporation shall have all of the powers of a non-stock Corporation as presently enumerated in the Wisconsin Non-Stock Corporation Law, Chapter 181 of Wisconsin Statutes, and all of the powers of an association, absolute and conditional, as presently enumerated in the

Act and as said statutes may be hereafter amended and as may be provided in the Declaration, including without limitation, the power:

(a) To exercise management and control of the Common Elements and to operate, repair, replace, reconstruct protect, maintain and/or make additions to the Common Elements as described in and in accordance with the Declaration and to delegate such duties and obligations to a Master Association;

(b) To purchase, lease or otherwise acquire Units on behalf of all the Unit Owners and to sell, lease, mortgage, vote the votes appurtenant to, and otherwise deal with said Units so acquired on behalf of all the Unit Owners;

(c) To hire, engage or employ and discharge such persons or entities as it may deem necessary or advisable to assist in the management of its affairs and the maintenance and operation of the Condominium Property;

(d) To determine, levy and collect assessments or charges against the Unit Owners and others, as provided in the Declaration, and use the proceeds thereof in the exercise of its powers and duties, including without limitation, the payment of operating expenses of the Corporation and the Common Expenses as described in the Declaration;

(e) To purchase insurance on the Condominium Property and insurance for the benefit of the Corporation and the Unit Owners;

(f) To adopt and amend Rules governing the use and operation of the Common Elements and the Condominium Property;

(g) To enforce by any and all legal or equitable means the provisions of the Act, the Declaration, the Bylaws and any Rules governing the use and operation of the Units, the Common Elements and the Condominium Property;

(h) To establish and maintain one or more bank accounts for deposit and withdrawal of the funds of the Corporation; and

(i) To do all things necessary or advisable to fulfill the purposes of the Corporation and the Condominium Property.

ARTICLE VI

Principal Office and Registered Agent

The location of the initial principal office of the Corporation shall be 413 North 2nd Street, Suite 100, Milwaukee, Wisconsin 53203, and the initial registered agent at such address shall be Jeffrey G. Nowak.

ARTICLE VII

Directors

The number of the Directors of the Corporation shall be as fixed in the Bylaws but in no event shall be less than three (3). The manner in which Directors shall be elected, appointed or removed shall be provided in the Bylaws.

The names and addresses of the Directors constituting the first Board of Directors are:

Ronald S. San Felippo
413 North 2nd Street Suite 100
Milwaukee, Wisconsin 53203

Jeffrey G. Nowak
413 North 2nd Street Suite 100
Milwaukee, Wisconsin 53203

Joseph Sowatzke
413 North 2nd Street Suite 100
Milwaukee, Wisconsin 53203

ARTICLE VIII

Incorporator

The name and address of the incorporator of this Corporation is:

J. Miles Goodwin
O'Neil, Cannon & Hollman, S.C.
111 East Wisconsin Avenue, Suite 1400
Milwaukee, Wisconsin 53202

ARTICLE IX

Stock, Dividends, Dissolution

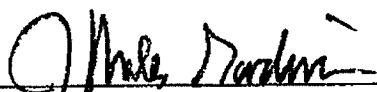
The Corporation shall neither have nor issue shares of stock. No dividend shall ever be paid to members of the Association, and no part of the assets or surplus of the Corporation shall be distributed to its members, directors or officers, except as provided in the Declaration or the Bylaws or upon dissolution of the Corporation. The Corporation may pay compensation in reasonable amounts to employees, members, directors or officers for services rendered, except as limited in the Bylaws, and may confer benefits upon its members in conformity with its purposes. In the event of dissolution of the Corporation, all of its assets, after payment of its liabilities, shall be distributed to the members of the Corporation in accordance with their undivided percentage Interests in the Common Elements of the Condominium Property.

ARTICLE X

Amendment

These Articles may be amended in the manner authorized by law at the time of amendment.

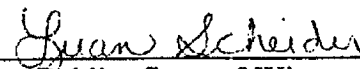
Executed in duplicate this 10th day of July, 2000.



J. Miles Goodwin

STATE OF WISCONSIN }
 } ss.
MILWAUKEE COUNTY }

Personally came before me, this 10th day of July, 2000, the above-named J. MILES GOODWIN to me known to be the person who executed the foregoing instrument and acknowledged the same.



Notary Public, State of Wisconsin
My Commission: expires 12/28/03

THIS DOCUMENT WAS DRAFTED BY: J. MILES GOODWIN, O'NEIL, CANNON & HOLLMAN, S.C., SUITE 1400, 111 EAST WISCONSIN AVENUE, MILWAUKEE, WISCONSIN 53202.

**CHAPTER 181
NONSTOCK**

#35. -
#25. - *repealed*

STATE OF WISCONSIN
FILED
JUL 12 2000
DEPARTMENT OF
FINANCIAL INSTITUTIONS