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DECLARATION
OF
COURTYARD SQUARE
CONDOMINIUMS

A Condominium

TABLE OF CONTENTS
FOR THE DECLARATION OF
COURTYARD SQUARE CONDOMINIUMS

	<u>Page</u>
SECTION I DEFINITIONS	1
1.1. Defined Terms	1
SECTION II ASSOCIATION OF UNIT OWNERS	3
2.1. Membership, Duties and Obligations	3
2.2. Voting Rights	3
2.3. Declarant's Right to Vote	4
2.4. Architectural Control Committee	4
SECTION III USE OF CONDOMINIUM	4
3.1. Use of Common Elements Other Than Limited Common Elements	4
3.2. Use of Limited Common Elements	4
SECTION IV DESCRIPTION	4
4.1. Description of Building	4
4.2. Description of Units	4
4.3. Limited Common Elements	5
4.4. General Common Elements	6
4.5. Declarant's Right to Change Plans	6
SECTION V ALLOCATED INTERESTS	6
5.1. Allocated Interest	6
SECTION VI COMMON EXPENSES, ASSESSMENTS AND TAXES	7
6.1. Common Expenses	7
6.2. Payment of Assessments	7
6.3. Assessment for Common Expenses	8
6.4. Purchaser of Unit	8
6.5. Enforcement of Lien	8
6.6. Real Estate Taxes	8
SECTION VII EASEMENTS AND ENCROACHMENTS	8
7.1. Utility Easements	8
7.2. Declarant's Easements	9

7.3.	Easement to Facilitate Sales	9
7.4.	Support Easement	9
7.5.	Common Elements Easement	9
7.6.	Unit Owner's Grant of Easement	10
7.7.	Access Easements	10
7.8.	Binding Effect	11
7.9.	Encroachments	11
7.10.	Title Exceptions	11
SECTION VIII MORTGAGE		11
8.1.	Separate Mortgages of Units	11
8.2.	Mortgagees	11
8.3.	Roster of Mortgagees	11
8.4.	Liens	11
8.5.	Mortgagee in Possession	12
8.6.	Rights of Mortgagees	12
8.7.	Restrictions on Actions of Association	13
8.8.	Application and Effect	13
8.9.	Amendment to Declaration	13
8.10.	Priority of First Mortgagees	13
SECTION IX BOUNDARY RELOCATION AND SUBDIVISION OF UNITS		14
9.1.	Relocation of Unit Boundaries	14
9.2.	Liens on Work and Indemnification	15
SECTION X MAINTENANCE, ALTERATION AND IMPROVEMENT OF CONDOMINIUM		15
10.1.	Responsibility of Unit Owners	15
10.2.	Responsibility of Association	16
10.3.	Repair and Replacement Standards	17
10.4.	Alterations to Unit	17
10.5.	Exterior Alterations	17
10.6.	Damage to Units and to Common Elements	17
SECTION XI REPAIR OR RECONSTRUCTION		18
11.1.	Repair or Reconstruction of Condominium	18
11.2.	Eminent Domain	18
11.3.	Association as Designated Agent	19

SECTION XII	RESTRICTIONS ON USE, OCCUPANCY AND TRANSFER	19
12.1.	Limitations	19
12.2.	Declarant's Right to Transfer	19
12.3.	Unit Owner's Right to Lease	20
12.4.	Unit Owner's Use of Unit as an Office	20
12.5.	Unlawful Use of Condominium or Unit	20
SECTION XIII	INSURANCE	21
13.1.	Insurance	21
13.2.	Premiums and Deductibles	21
13.3.	Proceeds of Insurance	22
13.4.	Combined Protection Insurance	22
13.5.	Public Liability Insurance	22
13.6.	Fidelity Bonds	23
13.7.	Separate Insurance	23
SECTION XIV	PROHIBITION ON PARTITION OF COMMON ELEMENTS	23
14.1.	Partition of Common Elements	23
SECTION XV	DISCLAIMER OF LIABILITY OF ASSOCIATION	23
15.1.	Disclaimer	23
15.2.	Parking Areas	23
SECTION XVI	AMENDMENT TO DECLARATION	24
16.1.	Amendment	24
16.2.	Special Amendments	24
SECTION XVII	TERMINATION OF CONDOMINIUM	25
17.1.	Termination of the Condominium	25
SECTION XVIII	ADDITIONAL PROVISIONS	25
18.1.	Rights of Action	25
18.2.	Waiver	25
18.3.	Severability	25
18.4.	Captions	26
18.5.	No Obligations	26
18.6.	Number and Gender	26
18.7.	Registered Agent	26

DECLARATION
OF
COURTYARD SQUARE CONDOMINIUMS

This Declaration is made as of the 28th day of April, 2003 by Courtyard Square Condominiums, LLC, a Wisconsin limited liability company (hereinafter referred to as the "Declarant").

Declarant is the sole owner of the real property located in the City of Milwaukee, Milwaukee County, Wisconsin, more particularly described in **EXHIBIT A**, together with all rights appurtenant thereto and with any and all improvements now or subsequently placed thereon and any and all rights appurtenant to such improvements. Declarant hereby submits the Property, as hereinafter described, to the Condominium form of ownership as provided in the Wisconsin Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property. The Property and any and all improvements now or subsequently placed thereon, and any and all easement rights and appurtenant rights belonging thereto, shall be known and described as the Courtyard Square Condominiums with an address at 1108 North Milwaukee Street, Milwaukee, Wisconsin.

SECTION I
DEFINITIONS

1.1. Defined Terms. The following terms shall be defined as follows:

- (a) "Act" means Chapter 703 of the Wisconsin Statutes and known as the Condominium Ownership Act, as amended from time to time.
- (b) "Allocated Interest" means the undivided percentage interest from time to time of each Unit, determined as provided in Section 5.1, below, in the Common Elements.
- (c) "Architectural Control Committee" means the committee which the Board of Directors shall establish for the purpose of reviewing and approving any and all exterior alterations, improvements or modifications to the Condominium.
- (d) "Assessments" refers to both General Assessments and Special Assessments and means the amount determined by the Association to be due with respect to a Unit for Common Expenses.
- (e) "Association" means the Courtyard Square Condominium Association, Inc., a Wisconsin nonstock, not-for-profit corporation.
- (f) "Board of Directors" means the governing body of the Association.

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(g) "Building" means the structure containing the Units which is situated on the Property.

(h) "Building Plans" means the plans attached hereto and made a part hereof as **EXHIBIT B** and any supplemental plans thereto.

(i) "Bylaws" means the Bylaws of the Association.

(j) "Common Expenses" means all of the expenses of the Association.

(k) "Common Elements" refers to both the "General Common Elements" and the "Limited Common Elements," and means all of the Condominium other than the Units.

(l) "Condominium" means the Courtyard Square Condominiums.

(m) "Condominium Documents" consist of the Articles, Bylaws, Rules and Regulations, Plans, Plat Maps, Management Agreement, if any, and this Declaration.

(n) "Declarant" means Courtyard Square Condominiums, LLC.

(o) "Declaration" means this Declaration of Courtyard Square Condominiums.

(p) "Director" means a Member of the Board of Directors of the Association.

(q) "FNMA" means the Federal National Mortgage Association.

(r) "Limited Common Elements" means those portions of the Common Elements reserved for the exclusive use of one or more but less than all of the Unit Owners.

(s) "Managing Agent" means any individual or entity employed by the Association to perform duties and services for the Condominium in accordance with the Act or the Condominium Documents.

(t) "Majority" means the Condominium Unit Owners with more than 50% of the votes assigned to the Units by the Declaration.

(u) "Mortgage" means any recorded mortgage or land contract encumbering a Unit.

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

(w) "Member" means every Unit Owner, who by his status as a Unit Owner is also a Member of the Association.

(x) "Membership Roster" means the list of all Unit Owners entitled to vote at all general and special meetings.

(y) "Plat" means the Plat of Survey, attached hereto as **EXHIBIT C**, of the Condominium being recorded pursuant to the Act simultaneously with and constituting a part of this Declaration, as the same may be amended from time to time.

(z) "Property" means the real property as described on **EXHIBIT A**, and any amendments thereto.

(aa) "Rules and Regulations" means the Rules and Regulations adopted by the Declarant, and as amended from time to time by the Board of Directors.

(bb) "Special Amendment" means an amendment to this Declaration made pursuant to Section 16.2 of this Declaration.

(cc) "Special Assessment" means any assessment made against the Unit Owner and his Unit which is not a General Assessment and is assessed against a Unit Owner and his Unit for expenses incurred by the Association.

(dd) "Unit" means a part of the Condominium intended for private use by the Unit Owner.

(ee) "Unit Owner" means any natural person, Declarant, corporation, partnership, association, trust or other entity capable of holding title to real property, or any combination thereof which holds legal title to a Unit or has equitable ownership to a Unit as a land contract vendee, but does not include any Mortgagee before such Mortgagee takes title to a Unit by foreclosure or process in lieu thereof.

SECTION II

ASSOCIATION OF UNIT OWNERS

2.1. Membership, Duties and Obligations. Each Unit Owner shall be a Member of the Association of Unit Owners to be known as the Courtyard Square Condominium Association, Inc., which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the Common Elements. The Association shall be governed by its Board of Directors in accordance with the Bylaws. The Association shall be an unincorporated association. Each Unit Owner and the occupants of all Units shall abide by and be subject to all of the duties and obligations of the Act, this Declaration and the Condominium Documents.

2.2. Voting Rights. There shall be one class of voting membership. All Unit Owners shall have one vote for each Unit owned and shall be entitled to cast the vote appurtenant to each Unit owned at all meetings of the Association. If title to a Unit is held by more than one person,

then the co-owners of the Unit shall notify, in writing, the Secretary of the Association which individual is entitled to cast the vote on behalf of all co-owners.

2.3. Declarant's Right to Vote. The Declarant shall be entitled to cast the votes pertaining to any Unit owned by Declarant, whether constructed. For purposes of this Section II and notwithstanding any other provision in this Declaration, the Bylaws or any Condominium Document, the Declarant is entitled to vote all the votes of any Units it owns.

2.4. Architectural Control Committee. The purpose of the Architectural Control Committee is to maintain harmony in the appearance of the Condominium. The Architectural Control Committee shall have the right to approve or disapprove any plan for any improvement, alteration or modification to the exterior portions of the Units and any plan for any improvement, alteration or modification to the Common Elements. The Architectural Control Committee shall not approve any plan of any Unit Owner which negatively affects any other Unit in a material manner. The Architectural Control Committee shall consist of three (3) individuals who are appointed by the Board of Directors. The length of the term of service of the members of the Architectural Control Committee shall be determined by the Board of Directors.

SECTION III

USE OF CONDOMINIUM

3.1. Use of Common Elements Other Than Limited Common Elements. Each Unit Owner shall have the right to use the Common Elements, except the Limited Common Elements, as may be required for any purpose, including, but not limited to, ingress and egress to and from and the use, occupancy and enjoyment of the Unit owned by such Unit Owner. Such rights shall extend to the Unit Owner, his family members, employees, agents, guests, tenants and invitees. The use of the Common Elements and the rights of Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act and the Condominium Documents.

3.2. Use of Limited Common Elements. The portions of the Common Elements designated as Limited Common Elements are reserved for the exclusive use of the Unit or Units which they serve. The rights of use herein reserved shall extend to the Unit Owner whose Unit is benefited thereby, his family members, employees, agents, guests, tenants and invitees.

SECTION IV

DESCRIPTION

4.1. Description of Building. The approximate location and dimensions of the Building in which the Units are located is shown on the Plat of Survey and the Building Plans.

4.2. Description of Units. The Condominium shall consist of one hundred seventeen (117) Units. Each Unit shall be identified as indicated on the Plat of Survey. The following shall be the boundaries of the Units:

(a) Vertical Boundaries. The vertical boundaries of a Unit shall be the vertical planes of the inner surface of any stone, brick, block or other masonry walls bounding such Unit. If the walls bounding any Unit are not stone, brick, block or other masonry, such vertical boundaries are the interior surface of the wall or studs which support the dry wall, wood, or plaster perimeter walls bounding any such Unit.

(b) Horizontal Boundaries. The horizontal boundaries of the Unit shall be:

(i) Upper Boundary. The upper boundary of any portion of a Unit which is under another Unit is the horizontal plane of the bottom surface of the floor joist above the highest floor of such Unit. The upper boundary of any portion of a Unit which is not below another Unit is the horizontal plane of the bottom surface of the attic floor joists, if any, above such Unit, or if there are no such attic floor joists, then the bottom surface of the rafters supporting the roof of the Building.

(ii) Lower Boundary. The lower boundary of a Unit which is above another Unit is the horizontal plane of the top surface of the floor joists below the lower most floor of such Unit. The lower boundary of a Unit which is not above another Unit is the top surface of the concrete floor slab below the lower most floor of such Unit.

(c) Additional Items: Each Unit shall include the following, if any are present:

(i) the air conditioning, heating and hot water systems and equipment, any interior chutes, flues, exhaust fans, ducts, conduits, wires, cables, electrical, security, telephone, television and other communication systems, water, sewer and gas mains and laterals, and all other utility lines and distribution systems, wall safes, medicine cabinets, built-in shelving which lies partially within and partially outside of the designated boundaries of a Unit, and any portions thereof exclusively serving that Unit shall be deemed a part of that Unit, while any portions thereof, serving more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements; all interior ceilings, floors, walls and partitions, floor and wall coverings, adjacent patio or deck; and all fixtures and improvements, including, without limitation, sinks, bathtubs and other plumbing facilities within the Unit.

(ii) all exterior doors (including doors to any patio or deck serving the Unit, front and rear entrance doors serving the Unit) and any and all hardware, including without limitation, door locks, hinges and related mechanical systems, if any, associated with such doors, all windows, screens and sky lights;

4.3. Limited Common Elements. The Limited Common Elements include:

(a) all parking spaces designated for use by Unit Owners;

- (b) all storage areas designated for use by Unit Owners;
- (c) any exterior light, mailbox, chimney, dormer or vent or similar appurtenance exclusively serving a Unit or Units whether located within or outside of the designated boundary lines of a Unit.

4.4. General Common Elements. The General Common Elements consist of the entire Condominium, except the Units and the Limited Common Elements, and includes, without limitation, the following:

- (a) all entrances to the Property, driveways, parking area drive lanes, roadways, sidewalks, common walkways, pathways, bike paths, access steps, landings, hallways, landscaped areas;
- (b) all footings, foundations, beams, interior and exterior walls, elevators, roofs, floors and structural supports of the Building (except those areas described in Section 4.2);
- (c) all exterior ducts, lines, poles, posts, pipes, wires, cables, conduits and other apparatus relating to water distribution, drainage, electrical, telephone, cable television, master television, security and communication systems, gas, sewer, heating, air conditioning and plumbing systems; and
- (d) all areas of Property reserved for Unit Owners' non-exclusive use, including the exercise room, interior courtyard area, business center, community room, conference room, and board room.

4.5. Declarant's Right to Change Plans. Subject to obtaining the appropriate and necessary governmental approvals, Declarant reserves the right to change the layout, location, dimensions and construction details of the Units and Common Elements shown on the Plat and Building Plans, provided that such changes shall not substantially alter the nature, value and quality of the Building, Units or Common Elements.

SECTION V

ALLOCATED INTERESTS

5.1. Allocated Interest. Every Unit owner shall own an undivided interest in the Common Elements as a tenant-in-common with all other Unit owners and every Unit Owner shall have the right to use and occupy the Common Elements for all purposes which do not violate the Act, this Declaration and the Condominium Documents, which rights shall be appurtenant to and run with his Unit. The Allocated Interest in Common Elements shall be determined by dividing one hundred (100) by the number of Units then included in the Condominium. Except as otherwise provided in this Declaration, 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 the terms of

the applicable statutes regarding Unit ownership or Condominium ownership. There shall be no partition without the prior written approval of the Association. If any Unit shall be owned by two or more co-owners as tenants-in-common or as joint tenants, nothing contained in this Declaration shall be deemed to prohibit a voluntary or judicial partition of that single Unit as between such co-owners.

SECTION VI

COMMON EXPENSES, ASSESSMENTS AND TAXES

6.1. Common Expenses. The cost of administration of the Association, utilities, insurance, taxes, repair, maintenance and other expenses for the Common Elements, except as otherwise specified in the Condominium Documents shall be considered Common Expenses and 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 and in the manner provided in the Bylaws.

The Assessment obligation appurtenant to a Unit shall commence at the time the Unit is conveyed to a person or entity other than the Declarant. **Notwithstanding anything stated herein to the contrary, the Declarant shall not be obligated to pay the share of Common Expenses or Assessments attributable to the Units owned by the Declarant.** No Unit owner may exempt himself or his Unit from liability for his contribution toward the Common Expenses by waiver of the use of enjoyment of any of the General or Limited Common Elements or by the abandonment of his Unit. No conveyance shall relieve the Unit Owner or his Unit of such liability, and he shall be jointly, severally and personally liable along with his grantee in any conveyance for the Common Expenses incurred up to the date of sale until all such expenses charged to his Unit have been paid.

6.2. Payment of Assessments. All Assessments, when due, together with any interest thereon and actual costs of collection, shall immediately become a personal liability of the Unit Owner and also a lien, until paid, against the Unit to which charged, if a statement of lien is filed within two years after the date the Assessment becomes due. The lien is effective against a Unit at the time the Assessment becomes due regardless of when within the two-year period it is filed. The personal liability for the Assessment shall not pass to a successor in title to the Unit unless the successor agrees to assume the obligation. Any statement of lien shall be filed in the land records of the Clerk of Court of Milwaukee County, stating the description of the Unit, the name of the record owners, the amount due and the period for which the Assessment was due. The statement of condominium lien shall be signed and verified by an Officer of the Association as specified in the Bylaws and then shall be filed. On full payment of the Assessment for which the lien is claimed, the Unit Owner shall be entitled to a fileable satisfaction of the lien. If Milwaukee County becomes the Owner of a Unit because of a tax delinquency, Section 703.16(6) of the Wisconsin Statutes controls with respect to Assessments and the enforcement of liens against Milwaukee County.

6.3. Assessment for Common Expenses. Assessments shall be made against the Unit Owners and the Units at the beginning of each fiscal year of the Association to meet estimated Common Expenses of the Association for the ensuing year and shall be payable in twelve (12) monthly installments, in advance, on the first day of each month. Special Assessments for expenses incurred by the Association which relate to the Unit, Limited Common Elements, or for any reason stated herein, shall be made against the Unit Owners and the Units at any time the Board of Directors deems advisable. The Association shall have the authority to modify Assessments during any fiscal year. In the event of delinquency in payment, the Association may, as provided for in the Bylaws, assess penalties and interest, and may accelerate Assessments remaining unpaid with respect to such delinquent Unit for purposes of collection or foreclosure action by the Association.

6.4. Purchaser of Unit. Any Purchaser of a Unit is entitled to a statement from the Board of Directors of the Association setting forth the amount of unpaid Assessments against the Seller. The statement shall be supplied to the Purchaser within ten (10) days after such a request. The Purchaser shall be liable for, and the Unit conveyed shall be subject to, any unpaid Assessment of the Seller in the amount set forth in the statement.

6.5. Enforcement of Lien. The Association shall have the right to enforce any lien for unpaid Assessments, shall have all of the rights and remedies provided for in Section 703.16(8) of the Act and shall exercise those rights and remedies as the Board of Directors deems appropriate. The amount of any lien claim shall include interest on the unpaid portion of an Assessment, costs of collection and reasonable attorneys' fees.

6.6. Real Estate Taxes. Real estate taxes shall be taxed separately to each Unit Owner for his Unit and his Allocated Interest in the Common Elements. The Declarant shall be responsible for paying all real estate taxes assessed against any Unit which it owns. In the event the Association is assessed for real estate taxes on any Unit, then the Unit Owner who owns the Unit for which the Association is assessed shall pay the real estate taxes.

SECTION VII

EASEMENTS AND ENCROACHMENTS

7.1. Utility Easements. Easements are hereby declared and granted for the benefit of the Declarant, Unit Owners and the Association and reserved for the Declarant, its successors and assigns, and the Association for utility purposes, including without limitation, the right to install, lay, maintain, repair and replace water, sewer and gas mains and laterals, telephone wires and equipment, master television, security and communication system and equipment, and electrical conduits and wires and equipment, over, under, along and within any part of the Common Elements or a Unit. Notwithstanding the foregoing provisions of this Section VII, unless otherwise approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant

to a grantee other than the Declarant, or so as not to materially interfere with the use, occupancy or value of the Unit.

7.2. Declarant's Easements. Notwithstanding anything to the contrary in this Declaration or any of the Condominium Documents, Declarant reserves a perpetual, alienable and non-exclusive easement for itself and its duly authorized agents, representatives, and employees, over portions of the Common Elements, including, but not limited to, private roadways, drives and pathways, hallways, underground parking garage area, community room, exercise room, business center, and any Units owned by Declarant for pedestrian and vehicular ingress and egress into and from any and all portions of the Condominium and for construction or renovation on the Property or within any unit or for related purposes including, but not limited to: storing tools, machinery, equipment, building materials, appliances, supplies and fixtures; maintaining and correcting drainage of surface, roof or storm water; cutting any trees, bushes, or shrubbery; grading the soil or taking any other action reasonably necessary. In the event the Declarant exercises its rights under this Section, the Declarant shall, upon completion of the construction, promptly restore the affected property as closely as possible to the condition it was in prior to the construction, except in the case of renovation or remodelling. Each Unit Owner hereby acknowledges and accepts that the activities of the Declarant may temporarily impair the view and cause inconveniences to the Unit Owners, including, but not limited to noise, dust, debris and temporary access.

7.3. Easement to Facilitate Sales. The Declarant reserves the right to use any Units owned or leased by the Declarant as models, management offices, sales offices (for this and other projects) or customer service offices. The Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising and sales-related signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant. The Declarant shall have the right to restrict the use of certain Common Elements, such as the business center, community room, conference room, and board room, for sales purposes and to use such spaces for sales and model purposes. Further, the Declarant shall have the right to erect, maintain, relocate and remove temporary offices on the Property. This easement shall continue until the Declarant has sold all the Units it owns.

7.4. Support Easement. Each Unit shall have an easement for structural support over every other Unit in the Building in which it is located and in the Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in the Building in which it is located and the Common Elements.

7.5. Common Elements Easement. The Common Elements are hereby made subject to the following easements in favor of the Units benefitted:

- (a) for the installation, repair, maintenance, use, removal and/or replacement of air conditioning, heating and hot water systems and equipment, any chutes, flues, exhaust fans, ducts, conduits, wires, cables, electrical, security, elevators, elevator shafts

and related equipment, telephone, television and other communication systems, water, sewer and gas mains and laterals, and all other utility lines and distribution systems, to the extent any such system or that portion of a system serves a particular Unit or is necessary for service to a Unit;

(b) for the installation, repair, maintenance, use, removal and/or replacement of components of Units including, but not limited to, lighting fixtures, electrical receptacles, panel boards and other electrical installations, plumbing lines and equipment, and heating and cooling equipment, which are a part of, or serve, any Unit but which encroach into a part of a Common Element adjacent to such Unit; provided that the installation, repair, maintenance, use, removal or replacement of any such item does not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the Building, impair or structurally weaken the Building and the disturbed area of the Common Element is reasonably restored to its prior condition; or

(c) for the maintenance of the encroachment of any item specified in Paragraph 7.5(b) above, lighting devices, outlets, medicine cabinets, shelving, wall safes, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve only one Unit but which encroach into any part of any Common Elements.

7.6. Unit Owner's Grant of Easement. By acceptance of a deed of conveyance, each Unit Owner thereby grants a right of access to his Unit, including without limitation the right of access provided by Section 703.32 of the Act, to the Board of Directors or the Managing Agent, their respective agents and employees, for the purpose of exercising their respective powers and responsibilities, including, without limitation, making inspections, correcting any condition originating in a Unit and threatening another Unit or the Common Elements, performing installations, alterations, renovations or repairs to any or all portions of a Unit including, but not limited to, the mechanical, plumbing or electrical services, flooring, cabinetry, drywall, windows, doors, appliances, fixtures, countertops, vanities, toilets, tubs and enclosures, shelving or the Common Elements in a Unit or elsewhere in the Condominium, or to correct any condition which violates the provisions of this Declaration and any of the Condominium Documents; provided, that notices of entry are made in reasonable advance, regardless of whether such entry is at a time reasonably convenient to the Unit Owner. Notwithstanding the foregoing, in case of an emergency, such right of entry shall be immediate and without notice, whether the Unit Owner is present at the time. Any exercise of the rights herein conferred to the extent practicable shall be in a manner so as not to interfere unreasonably with the use of a Unit.

7.7. Access Easements. The Declarant, its successors, assigns, employees and agents, hereby reserves a perpetual and non-exclusive easement on, over and through any and all common hallways, elevators, walkways and pathways, and private roadways or drives at any time a part of the Condominium for pedestrian and vehicular ingress and egress into and from any and all portions of the Condominium, and for purposes of constructing hallways, elevators, walkways, pathways, roadways, drives, or any other similar form of ingress or egress; and on, over and through any portion of the Condominium, except portions occupied by structural

improvements. In the exercise of any rights hereunder, there shall be no unreasonable interference with the use of any Unit, the Common Elements for the purposes for which each is reasonably intended.

7.8. Binding Effect. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on the undersigned, their successors and assigns, and on all Unit Owners, purchasers and Mortgagees and their heirs, executors, administrators, successors and assigns. The Association and the Declarant shall have the authority to execute all documents necessary to carry out the intent of this Section.

7.9. Encroachments. In the event that by reason of construction, reconstruction, settlement or shifting of any Building, or the design or construction of any Unit, any part of the Common Elements shall at any time encroach upon any part of any Unit, or any part of any Unit shall at any time encroach upon any part of the Common Elements or any Unit shall at any time encroach upon part of any other Unit, an easement for the continuation and maintenance of such encroachment is hereby established and shall exist for the benefit of such encroaching Unit or Common Element so long as all or any part of the Building containing such Unit, or Common Element shall remain standing; provided, however, that in no event shall an easement for any encroachment be created in favor of the owner of any Unit if such encroachment occurred due to willful and knowing conduct of said owner.

7.10. Title Exceptions. The Condominium is presently subject to those additional title exceptions as listed on **EXHIBIT D** attached hereto. Additional title exceptions may be added in the future.

SECTION VIII

MORTGAGE

8.1. Separate Mortgages of Units. No Unit Owner shall have the right or authority to Mortgage or otherwise encumber the Property or any part thereof; provided, however, that each Unit Owner shall have the right to Mortgage or encumber his own Unit.

8.2. Mortgagees. When a Mortgage is delivered by a Unit Owner to the Mortgagee, the Unit Owner shall simultaneously notify, in writing, the Secretary of the Association of the name and address of such Mortgagee. Upon receipt of such notice, the Secretary of the Association shall notify the insurer of the Mortgagee's name and address.

8.3. Roster of Mortgagees. The Board of Directors may maintain a roster of Mortgagees from information received by the Unit Owners. The roster shall state the name and address of each Mortgagee. Each Mortgagee shall advise the Association as to the priority of its lien on the Unit.

8.4. Liens. The liens for Assessments created under the Act or pursuant to the Declaration or the Bylaws upon the Unit shall be subject and subordinate to and shall not affect liens for general and special taxes, all unpaid sums on a first Mortgage recorded prior to the

making of the Assessment, mechanic's liens filed prior to the making of the Assessment and all unpaid sums on any loan made by the Veterans Administration under Section 45.79 of the Wisconsin Statutes.

8.5. Mortgagee in Possession. A Mortgagee of any Unit who comes into possession of the Unit pursuant to the remedies provided in the Mortgage shall take the Unit free of any claims for unpaid Assessments or charges against the Unit which accrued prior to the time such Mortgagee comes into possession of the Unit provided that such unpaid Assessments were not unpaid at the time the Mortgage was recorded.

8.6. Rights of Mortgagees. Each Mortgagee, its agent or representative, upon written request to the Board of Directors, and upon payment of a reasonable cost therefor, shall be entitled thereafter to the following:

- (a) notice of any default by the mortgagor of such Unit in the performance of such mortgagor's obligations under this Declaration or any of the Condominium Documents which is not cured within thirty (30) days.
- (b) copies of budgets, notice of any Assessments, or any other notices or statements provided under this Declaration by the Board of Directors to the Unit Owner;
- (c) copies of any financial statements of the Association which are distributed to the Unit Owners;
- (d) copies of notices of meetings of the Unit Owners and the right to be represented at any such meetings by a designated representative;
- (e) notice of damage in excess of \$5,000.00 to or destruction of any Unit subject to the Mortgage or any damage to the Common Elements in excess of \$10,000.00;
- (f) notice of any pending or threatened condemnation or eminent domain proceedings with respect to any part of the Property;
- (g) a notice that payment of the premium is more than ten (10) days late and notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association or any entity responsible for managing the Condominium within ten (10) days prior to any such lapse, cancellation or material modification;
- (h) notice of any proposed action which would require the consent of Mortgagees pursuant to the Act;
- (i) the right to examine the books and records of the Association at any reasonable time and to audit the same at its sole cost;

- (j) notice of any Assessment or any other charges levied by the Association which is more than sixty (60) days past due;
- (k) notice of any judgment which is rendered against the Association; and
- (l) the right to cure a default in the payment of any Assessment.

Unless otherwise stated, the above notices shall be provided to the Mortgagee within a reasonable time after the occurrence of the event which requires a notice to be given by the Association.

8.7. Restrictions on Actions of Association. The Association may not take any of the following actions:

- (a) encumber the Common Elements; or
- (b) assign the future income of the Association, including its right to receive any Assessments.

No provision contained herein shall be deemed to limit the Association's power to grant any easements over the Common Elements.

8.8. Application and Effect. The provisions of this Section 8 shall supersede any inconsistent provision or provisions of this Declaration, the Bylaws or the Rules and Regulations; provided, however, that said provisions shall not be deemed to limit or expand the following:

- (a) the right granted to the Declarant to subdivide or relocate the boundaries of Units;
- (b) the rights of any Unit Owner and his Mortgagee with respect to matters solely affecting such Unit and/or Mortgage.

8.9. Amendment to Declaration. No amendment to this Declaration shall affect the rights of a Mortgagee whose interest was recorded prior to the recordation of any such amendment, unless Mortgagee consents to the amendment.

8.10. Priority of First Mortgagees. Except as otherwise provided by the Act, no provision of this Declaration or the Condominium Documents shall be construed to grant to any Unit Owner or any other party any priority over any rights of holders of first Mortgages pursuant to their first Mortgages in case of the distribution to Unit Owners of insurance proceeds or condemnation awards for losses to, or a taking of, Units and/or the Common Elements or any portions thereof.

SECTION IX

BOUNDARY RELOCATION AND SUBDIVISION OF UNITS

9.1. Relocation of Unit Boundaries. Subject to obtaining all appropriate and necessary approvals from the City of Milwaukee, any two or more Unit Owners may agree to relocate the boundaries of their Units if:

- (a) the structural integrity and value of the Building, Common Elements or the Unit are not adversely affected;
- (b) the affected Unit Owners submit a written proposal to an Officer of the Association which proposal includes:
 - (i) the written consent of the affected Unit Owner's Mortgagees, if any;
 - (ii) plats and plans, reflecting the altered boundaries and the dimensions thereof between adjoining Units and the Units identifying number or letter (such plats and plans shall be certified as to their accuracy in compliance with 703.13(6) of the Act by a civil engineer, architect or licensed land surveyor);
 - (iii) drafts of the proposed amendment to the Declaration necessary to accomplish such relocation;
 - (iv) deeds of conveyance, transfer returns and other documents necessary to accomplish such relocation; and
 - (v) any proposed reallocation of the votes appertaining to the Units affected by the relocation of any boundaries.
- (c) Within thirty (30) days after the Association receives all of the items required by Section 9.1(b) and the Board of Directors has approved the relocation of the Unit boundaries, the Association shall submit the proposed amendment to this Declaration to all Unit Owners and their Mortgagees who shall execute the Amendment upon the request of the Board of Directors;
- (d) The amendment to this Declaration shall:
 - (i) reflect the relocation of any Units;
 - (ii) contain words of conveyance;
 - (iii) state a reasonable reallocation, as determined by the affected Unit Owners, of the Allocated Interest; and

(iv) state a reasonable reallocation, as determined by the Board of Directors, of the liability for future Common Expenses appurtenant to the new Units;

(e) If the proposed amendment to this Declaration is duly approved, the Association shall cause such amendment and related documents to be recorded; and

(f) All expenses relating to the matters referred to in this Section 9.1, including all expenses incurred by the Association, shall be paid by the affected Unit Owners as a condition precedent to the amendment to this Declaration and the recording of related documents.

The relocation of the boundaries shall be effective as of the date the amended Declaration is recorded.

9.2. Liens on Work and Indemnification. All work in connection with a relocation of Unit boundaries of a Unit shall be completed in a good and workmanlike manner, free from all liens. The Unit Owner(s) who initiate or whose actual boundaries are relocated shall indemnify and hold harmless the other Unit Owners, the Board, the Declarant and the Association from and against all claims of third parties for personal injury or property damage from work performed in connection with any relocation. The Board of Directors shall have the authority to assess a Special Assessment against any Unit for any cost incurred by the Association as a result of nonpayment of relocation cost by the Unit Owner.

SECTION X

MAINTENANCE, ALTERATION AND IMPROVEMENT OF CONDOMINIUM

10.1. Responsibility of Unit Owners.

(a) Each Unit Owner, at his sole expense, shall be responsible for keeping his Unit, including, without limitation, the items identified in Section 4.2(c) and all of the equipment, fixtures and appurtenances located on or upon the Unit in good order, condition and repair and in a clean and sanitary condition. Without in any way limiting the foregoing, each Unit Owner shall be responsible for the maintenance, repair or replacement of any lighting fixtures, refrigerators, ranges, plumbing fixtures, dishwashers, disposals, laundry equipment such as washers and dryers, the air conditioning, heating and hot water systems and equipment, any chutes, flues, exhaust fans, ducts, conduits, wires, cables, electrical, security, telephone, television, wall safes, medicine cabinets, built in shelving and all communication systems, water, sewer and gas mains and laterals and all other utility lines and distribution systems and fixtures and any portions thereof exclusively serving that Unit, while any portions thereof serving more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements.

(b) Notwithstanding Section 10.1(a) or anything to the contrary stated herein, the Association shall be responsible for the maintenance and repair of all sump pumps located within the Condominium, including all laterals and pipes which make up any sump pump system; provided, however, any Unit Owner which owns a Unit in which a sump pump is located shall be responsible for paying the cost of the electricity required to operate any such sump pump.

(c) Notwithstanding Section 10.1(a) for purposes of uniformity, the Association shall replace, repair, paint, maintain and adorn external features such as the items identified in Section 4.2(c)(ii), decks and patios and other similar items which are visible from the Common Elements and portions of any conduits, wires, cables, water, sewer and gas mains and laterals and all other utility lines and distribution systems lying above or under any Common Element; provided, however, the individual Unit Owner who owns the Unit which the items identified in Section 4.2(c)(ii), decks and patios and other similar external items are a part of and/or service and the Unit Owner's Unit to which such portions of any conduits, wires, cables, water, sewer and gas mains and laterals and all other utility lines and distribution systems appertain shall pay the cost incurred by the Association in replacing, repairing, painting, maintaining and adorning such items.

(d) The Unit Owner shall at all times maintain the temperature of his Unit at or above 40° fahrenheit.

(e) The Unit Owner shall be solely responsible for the cost of repair of any damage to the Condominium caused by the Unit Owner's failure to discharge his obligation pursuant to this Section 10.1. If a Unit Owner fails to discharge his obligations pursuant to this Section 10.1, then the Association shall have the right, but not the obligation, to discharge such obligations on behalf of the Unit Owner and any if the costs so incurred by the Association are not promptly repaid to the Association, then the Board of Directors shall assess a Special Assessment against the Unit for such expense.

10.2. Responsibility of Association. The Association shall be responsible for the management and control of the Common Elements and shall cause the same to be maintained, repaired and kept in good condition, order and repair. Without in any way limiting the foregoing, the Association shall be responsible, at the expense of the Association (unless necessitated by the negligence or misuse of a Unit Owner or as set forth in Paragraph 10.1(c) above, in which case such expense shall be charged to such Unit Owner), for the following:

(a) all painting, repairing, restoration, general maintenance and decorating of Building exteriors, walls, doors, windows, roofs and Common Element hallways and doors;

(b) lawn care, including landscaping, fertilizing, watering, weed control, tree pruning, grass cutting, edging and trimming, as required;

(c) snow and ice removal from paved sidewalks, driveways and parking areas of the Property;

(d) maintenance, repair or restoration of sidewalks, walkways, driveways and parking areas of the Property;

(e) maintenance, repair and replacement of electrical wiring, lighting, heating and air conditioning systems and pipes and ducts in Common Elements;

(f) purchase, maintenance, repair, replacement and storage of equipment and materials required to accomplish the foregoing; and

(g) maintenance and repair of the floor joist and/or the unimproved cement floor of the lower most floor of each Unit; provided, however, the Unit Owner shall be responsible for the maintenance and repair of any floor covering material which covers the floor joist or the cement floor.

10.3. Repair and Replacement Standards. All repairs and replacements shall, to the extent reasonably possible, be done in a manner which is substantially similar to the quality and appearance of original construction and installation.

10.4. Alterations to Unit. A Unit Owner may make any alterations he deems desirable to his Unit, including the movement or modification of any interior walls, provided the Unit Owner complies with all provisions of the Condominium Documents. A Unit Owner is prohibited from making any alteration, installation, removal, reconstruction or repair to his Unit which might impair the structural integrity or value of the Building or any mechanical or electrical system therein; or adversely affect either the thermal or acoustical character of the Building; or impair any easement appurtenant to any Unit or the Condominium; or violate this Declaration or any applicable law, ordinance or governmental rule, regulation or order. All work done in connection with alteration to the Unit shall be completed in a good, workmanlike manner and free from all liens. Any Unit Owner who makes any alterations to his Unit shall indemnify and hold harmless the other Unit Owners, the Board, the Declarant and the Association from and against all claims of third parties for personal injury or property damage from work performed in connection with any alterations.

10.5. Exterior Alterations. Except as permitted by the Rules and Regulations or as consented to by the Architectural Control Committee, a Unit Owner is prohibited from making any alteration, installation, removal, reconstruction or repair to the exterior of the Building in which his Unit is located.

10.6. Damage to Units and to Common Elements. In the event that the Association, or any individual or entity acting on behalf of the Association, damages any portion of a Unit or Common Element while making any repair or renovation to any portion of a Common Element, then the Association shall be responsible for promptly repairing and restoring any portion of any such Unit or Common Element to the condition in which it existed prior to the Association's actions. In the event that any Unit Owner, or any individual or entity acting on behalf of any

Unit Owner, damages any portion of a Common Element while making a repair or renovation to his Unit, then the Association shall be responsible for promptly repairing and restoring the portion of the Common Element which was damaged to the condition in which it existed prior to such event and the Unit Owner shall be responsible for paying the cost incurred by the Association in repairing and restoring the Common Element.

SECTION XI

REPAIR OR RECONSTRUCTION

11.1. Repair or Reconstruction of Condominium. In the event the Common Elements are destroyed or damaged in part or in total, the Association shall within ninety (90) days from the date of the destruction or damage commence repair or reconstruction to the destruction or damage; provided, that the Association receives sufficient insurance proceeds to repair or reconstruct the destruction or damage. If the Common Elements are damaged to an extent that the amount of damage exceeds One Hundred percent (100%) of the available insurance proceeds, then the Condominium shall be subject to an action for partition upon obtaining the written consent of the Unit Owners, within ninety (90) days after the date of destruction or damage, holding eighty percent (80%) or more of the votes in the Association. All Unit Owners whose Unit is subject to a Mortgage shall first obtain his Mortgagee's written consent to the Unit Owner's intended vote. In the event the damage exceeds the available insurance proceeds and eighty percent (80%) or more of the Unit Owners do not vote in favor of partition, the Common Elements shall be reconstructed or repaired by the Association and all the repairs or reconstruction cost in excess of insurance proceeds shall be a Common Expense. The designs, plans and specifications of the reconstruction or repair may vary from the original construction upon approval of the Association. In the event of partition, the net proceeds of sale together with any net proceeds of insurance obtained by the Association shall be considered as one fund and shall be divided among all Unit Owners in proportion to their Allocated Interests and shall be distributed in accordance with the priority of interest in each Unit. Any Mortgagee may require that the net proceeds of any insurance payments, payable to the Unit Owner who granted the Mortgagee its Mortgage, be paid directly to a trustee designated by the Mortgagee.

11.2. Eminent Domain. In the event of the taking of all or part of the Property under the power of eminent domain, any damages shall be awarded as provided in Section 703.19(3) of the Wisconsin Statutes.

(a) Taking of Common Elements. Following the taking of all or a part of the Common Elements, the Association shall promptly undertake to restore the affected Common Elements to a condition compatible with the balance of the Property. Any costs of reconstruction in excess of the condemnation award shall be a Common Expense payable by the Unit Owners in proportion to their Allocated Interest. However, if the value of the taking exceeds the value of the remaining Common Elements to the extent that, in the judgment of the Association, 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 eighty percent (80%) or more of the vote in the

Association. All Unit Owners whose Unit is subject to a Mortgage shall first obtain his Mortgagee's written consent to the Unit Owner's intended vote. In the case of partition, the net proceeds of sale, together with any net proceeds of the award of taking, shall be considered as one fund and shall be divided among all Unit Owners in proportion to their Allocated Interests and shall be distributed in accordance with the priority of interests in each Unit. Any Mortgagee may require that the net proceeds of the award from any taking, payable to the Unit Owner who granted the Mortgagee its Mortgage, be paid directly to a trustee designated by the Mortgagee.

(b) Taking of Unit. Following a taking of all or substantially all of one or more Units, such that the restoration or reconstruction of the Unit or Units is not practical, the affected Unit Owners and their Mortgagees, if any, as their respective interests may appear, shall be entitled to receive the full amount of the award for the taking of their Units. The affected Unit Owners shall thereupon release and relinquish any and all interests in their Units, the Condominium Property, and the Common Elements of the Condominium. The remaining Unit Owners shall thereafter file an amendment to this Declaration which would change the description of Property and improvements subject to the Declaration and the portion of the property designated as Units and Common Elements and change the Allocated Interest appurtenant to each Unit.

(c) Taking of a Portion of a Unit. In the event that a portion of any Unit is taken and the Unit is repaired or reconstructed, the Allocated Interests and vote appurtenant to such Unit shall remain unchanged.

11.3. Association as Designated Agent. The Association shall act as the designated agent and/or attorney-in-fact for each Unit Owner and their Mortgagees for the purpose of representing, negotiating and settling any proceeds or awards to be made to the Association or any Unit Owner on account of any casualty damage to the Condominium or eminent domain proceedings which involve the Condominium.

SECTION XII

RESTRICTIONS ON USE, OCCUPANCY AND TRANSFER

12.1. Limitations. Each Unit Owner, its agents, representatives, guests, tenants and invitees shall be subject to the restrictions set forth in this Declaration and the Condominium Documents including, but not limited to, the Rules and Regulations as amended from time to time, including, without limitation, that the Building and Units are intended for and restricted exclusively to residential uses, except as provided in Paragraph 12.4 below; provided, however, that the Declarant reserves the right to use various Units as a sample, model or sales office or management office for the Condominium.

12.2. Declarant's Right to Transfer. The Declarant shall have the right to transfer the Units by deed, land contract or by such other means of conveyance as it may choose, and in the event Declarant shall be required to foreclose or otherwise recover possession of any Unit,

Declarant shall be free to dispose of any such Unit by any means the Declarant chooses. This Section may not be amended or repealed by the Association.

12.3. Unit Owner's Right to Lease. The Declarant may Lease a Unit on such terms and conditions as it desires in its sole discretion. A Unit Owner other than the Declarant may lease his Unit if he complies with the conditions of leasing as stated in the Rules and Regulations. No rooms in any Unit may be rented and no transient tenants may be accommodated.

12.4. Unit Owner's Use of Unit as an Office. A Unit Owner may operate an office out of his Unit if he does not: (a) erect or maintain any type of a sign, billboard or any form of advertising material which will be visible from any of the Common Elements; (b) conduct a retail business out of his Unit by which a sale is actually consummated in the Unit; (c) allow customers or clients to enter the Condominium or his Unit for the purpose of conducting business; (d) conduct any type of business which will unreasonably burden any of the utility facilities which service the Condominium; (e) conduct any type of business which would cause any insurance policy carried by or paid for by the Association or any other Unit Owner to be cancelled or any premiums under such policies to be increased; (f) conduct any type of business which is prohibited by any federal, state, county or local law, ordinance or regulation; and (g) conduct any type of activity which would be reasonably considered offensive or obnoxious to any other Unit Owner.

12.5. Unlawful Use of Condominium or Unit. No unlawful use may be made of the Condominium or any part thereof and each Unit Owner shall strictly comply with all valid laws, orders, rules and regulations of all governmental agencies having jurisdiction. Compliance with any legal requirements shall be accomplished by and at the sole expense of the Unit Owner or the Board of Directors, as the case may be, whichever shall have the obligation under this Declaration to maintain and repair the portion of the Condominium affected by any such legal requirements. Each Unit Owner shall give prompt notice to the Board of Directors of any written notice he receives of the violation of any legal requirements affecting his Unit or the Condominium. Notwithstanding the foregoing provisions, any Unit Owner may, at its expense, defer compliance with and contest, by appropriate proceedings prosecuted diligently and in good faith, the validity or applicability of any legal requirements affecting any portion of the Condominium which such Unit Owner is obligated to maintain and repair, and the Board of Directors shall cooperate with such Unit Owner in such proceedings, provided that:

(a) such Unit Owner shall pay and shall defend, save harmless, and indemnify the Board of Directors, the Association and each other Unit Owner against all liability, loss or damage which any of them respectively shall suffer by reason of such contest and any noncompliance with such legal requirements, including reasonable attorneys' fees and other expenses reasonably incurred;

(b) such Unit Owner shall keep the Board of Directors advised as to the status of such proceedings;

(c) noncompliance shall not create a dangerous condition or constitute a crime or an offense punishable by fine or imprisonment;

(d) no part of the Building shall be subject to being condemned or vacated by reason of noncompliance or otherwise by reason of such contest; and

(e) such Unit Owner shall, if required by the Association, post a bond to ensure compliance with his obligations hereunder.

The Association may also contest any legal requirements and the costs and expenses thereof shall be a Common Expense.

SECTION XIII

INSURANCE

13.1. Insurance. The Association shall maintain fire and broad form extended coverage insurance on the Building and the Common Elements, including, but not limited to any fixtures owned by the Association and the Unit Owners (but excluding the personal property of the Unit Owner), in an amount not less than the replacement value of the Building and the Common Elements from time to time, including endorsements for automatic changes in insurance coverage as fluctuating values may warrant, contingency endorsements covering nonconforming use and a Special Condominium Endorsement. To the extent reasonably possible, the insurance shall provide (i) that the insurer waives its rights of subrogation as to any claim against Unit Owners, the Association, the Board of Directors and their respective servants and agents, and (ii) that the insurance cannot be cancelled, invalidated or suspended on account of the conduct of any one or more Unit Owners, or the Association, or their servants, agents and guests, without sixty (60) days' prior written notice to the Association and which notice gives the Association an opportunity to cure the defect within that time. All required insurance shall be issued by an insurance company with a minimum of a B general policyholder's rating and of a class III financial size category in the Best's Key Rating Guide. The amount of protection and the types of hazards to be covered shall be reviewed by the Association at least semi-annually and the amount of coverage may be increased or decreased at any time it is deemed necessary by the Association to conform to the requirements of replacement value insurance. Any Mortgagee may receive an insurance certificate upon ten (10) days prior written notice. The insurance shall be obtained in the name of the Association as trustee for each of the Unit Owners and their respective Mortgagees.

13.2. Premiums and Deductibles. If the Association determines that it is economically feasible to procure insurance coverage from a company which will allocate insurance expenses to each Unit individually, then each Unit Owner shall pay to the Association the amount of the insurance expense allocated to his Unit. If the Association determines that it is not economically feasible to procure insurance with a company which will allocate the cost of the insurance to each Unit individually, then each Unit Owner's proportionate share of insurance expenses shall be determined by comparing the value and risks of any particular Unit Owner's Unit and Limited

Common Elements which appertain to his Unit to the value and risks of all Units and Limited Common Elements. If the Association determines that it is economically feasible to obtain insurance with a company which will allocate the deductible to each Unit and Common Element damaged, then the deductible portion of the insurance expense which relates to a particular Unit and/or Limited Common Element shall be paid by the Unit Owner(s) whose Unit(s) or Limited Common Element(s) have been damaged and the Association shall pay the deductible which relates to that portion of the General Common Elements damaged. If the Association determines that it is not economically feasible to obtain insurance with a company which will allocate the deductible to each Unit and Common Element damaged, then: (i) that portion of the deductible allocated to the General Common Elements which were damaged and payable as a Common Expense shall be determined by dividing the value of the loss to the General Common Elements by the value of the total loss for the particular occurrence multiplied by the amount of the deductible; and (ii) that portion of the deductible allocated as an expense to a Unit shall be determined by dividing the value of the loss to the Unit and the Limited Common Elements which appertain to that Unit by the value of the total loss multiplied by the amount of the deductible. The Association shall have the right to assess a Special Assessment against any Unit Owner, and his Unit, for any portion of a premium or deductible which is payable by the Unit Owner. The portion of the deductible for any insurance policy which is treated as a Common Expense may not exceed the lesser of Ten Thousand Dollars (\$10,000.00) or one percent (1%) of the policy face amount.

13.3. Proceeds of Insurance. In the event of partial or total destruction of the Building and/or Common Elements and it is determined to repair or reconstruct the Building and/or Common Elements, the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost of repairing and reconstructing the particular Building and/or Common Element(s) which were damaged. If it is determined not to reconstruct or repair any particular Building and/or Common Element, then the proceeds shall be distributed together with the net proceeds of any sale to the Unit Owners and their Mortgagees, if any, as their respective interests in the damaged Building and/or Common Element may appear.

13.4. Combined Protection Insurance. If insurance coverage is available to combine protection for the Association and the Unit Owner's individual personal property located on or about the Unit, the Association shall have discretionary power to negotiate such combination of insurance protection on an equitable cost-sharing basis under which the Unit Owner would be assessed individually for the amount of insurance the Association includes in such policies for the Unit Owner's additional protection. Copies of all such policies shall be provided to each Mortgagee. Individual Unit Owners shall have the option to refuse participation in such combined insurance only by written notice to the Association within twenty (20) days of receipt of correspondence from the Association that such combined insurance is available. Nothing contained in this paragraph shall be deemed to prohibit any Unit Owner, at his own expense, from obtaining additional insurance coverage on his Unit.

13.5. Public Liability Insurance. The Association shall provide public liability insurance covering the Common Elements in such amounts as may be determined at the discretion of the Board of Directors from time to time; provided, however, the amount of

coverage shall not be less than One Million Dollars (\$1,000,000.00) per single occurrence. The insurance coverage shall preclude the insurer's denial of a Unit Owner's claim because of the negligent acts of the Association or any Unit Owner. The Association may also provide worker's compensation insurance, directors' and officers' liability insurance in such amounts as are determined by the Board of Directors to be necessary from time to time.

13.6. Fidelity Bonds. The Association may provide a blanket fidelity bond for anyone who either handles or is responsible for funds held or administered by the Association. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association. In no event shall the face value of the bond be for an amount less than the sum of two (2) months' Assessment held by the Association. The bond shall include a provision that calls for ten (10) days' written notice to the Association, the Unit Owner and any Mortgagee before the bond can be cancelled or substantially modified.

13.7. Separate Insurance. Each Unit Owner shall be responsible for obtaining liability insurance for his own Unit and casualty insurance for his personal property.

SECTION XIV

PROHIBITION ON PARTITION OF COMMON ELEMENTS

14.1. Partition of Common Elements. The percentage of the undivided interest in the 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 Allocated Interest in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership.

SECTION XV

DISCLAIMER OF LIABILITY OF ASSOCIATION

15.1. Disclaimer. Notwithstanding anything contained herein or in the Condominium Documents, the Association shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Unit Owner, occupant or user of any portion of the Property including, invitees, tenants, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing, each Unit Owner and each other person having an interest in or lien upon, or making a use of, any portion of the Property shall be bound by this Section and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this Section.

15.2. Parking Areas. Each Unit Owner shall be responsible for his personal property located in the parking areas or Limited Common Elements. Notwithstanding anything to the contrary contained in this Declaration, neither the Board of Directors, the Association, any Unit

Owner nor the Declarant shall be (i) considered a bailee of any personal property of a Unit Owner stored in the Common Elements (including without limitation, property located in vehicles parked in the parking areas), whether exclusive possession of any particular area shall be given to any Unit Owner for parking purposes, or (ii) responsible for the security of such personal property or for any loss or damage thereto.

SECTION XVI

AMENDMENT TO DECLARATION

16.1. Amendment. Except as otherwise provided by the Act or this Declaration, this Declaration may be amended by the agreement of Unit Owners having at least sixty-seven percent (67%) of the votes in the Association and in the manner provided by Section 703.09(2) of the Act. All Unit Owners whose Unit is subject to a Mortgage shall first obtain his Mortgagees written consent to the Unit Owner's vote in favor of or against any amendment on a form satisfactory to the Board of Directors. The failure of any Unit Owner or Mortgagee to respond to any notice of a proposed amendment within thirty (30) days after the notice is delivered to it, shall be deemed implied consent by the Unit Owner or the Mortgagee to any such amendment, provided the notice was delivered by certified or registered mail with return receipt requested. Copies of Amendments shall be certified by the President and Secretary of the Association in a form suitable for recording. A copy of the amendments shall be recorded in the Office of the Register of Deeds of Milwaukee County and such amendment shall be effective at the time it is recorded. A copy of the amendment shall be mailed or personally delivered to each Unit Owner at his address as stated on the Membership Roster. So long as the Declarant owns one or more Units, this Declaration shall not be amended in any manner which would prevent or unreasonably interfere with the sale, lease or other disposition of such Units.

16.2. Special Amendments. Declarant, for as long as the Declarant shall have ownership in the Property or Condominium, and when the Declarant no longer has an interest in the Property or Condominium then the Board of Directors, shall have the right and power to record Special Amendments to this Declaration at any time and from time to time which amend this Declaration (i) to comply with requirements of the FNMA, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or an other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities or any institutional lender issuing a commitment to make Mortgage loans covering twenty percent (20%) or more of the Units, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee Mortgages secured by any Unit, (iii) to conform this Declaration with the requirements of the Act, or (iv) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to make or consent to a Special Amendment on behalf of each Unit Owner. Each deed, Mortgage or other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the

reservation of, the power reserved to Declarant to make, execute and record Special Amendments. The rights reserved to the Declarant under this Section 16.2 shall terminate at such time as the Declarant no longer holds or controls title to any part of the Property or ten (10) years from the date this Declaration is recorded, whichever first occurs.

SECTION XVII

TERMINATION OF CONDOMINIUM

17.1. Termination of the Condominium. The Condominium may be terminated upon the approval of a Termination Agreement by a vote of the Unit Owners holding eighty percent (80%) of the votes in the Association. A Unit Owner whose Unit is subject to a Mortgage shall first obtain his Mortgagee's written consent to the vote. The Termination Agreement, which shall be executed by those who voted in favor of termination, shall include provisions relating to the use and maintenance of Common Elements after termination. The Termination Agreement shall also provide for the allocation and transfer of title to the Common Elements such that title to the Common Elements, other than the Limited Common Elements, shall be vested in the successors to the Unit Owners as tenants-in-common in proportion to their predecessor Unit Owner's Allocated Interest and title to Limited Common Elements shall be vested in the former Unit or Units to which they appertain, individually or as tenants-in-common, as the case may be. The termination agreement shall be recorded in the Register of Deeds office for Milwaukee County.

SECTION XVIII

ADDITIONAL PROVISIONS

18.1. Rights of Action. If the Declarant, Association, any Unit Owner or any other individual or entity subject to this Declaration or any Condominium Document fails to comply with any provision of the same, then the Declarant, the Association or any Unit Owner adversely affected shall have a claim for appropriate relief.

18.2. Waiver. The failure of the Association to enforce any provision of this Declaration or any provision in the Condominium Documents or to exercise any right or option or to serve any notice or to institute any action, shall not be construed as a waiver by the Association.

18.3. Severability. The provisions contained herein shall be construed as independent and severable and the invalidity or unenforceability of any provision or portion thereof shall not be deemed to impair or affect the validity or enforceability of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect. Any conflict between any provision of any Condominium Document and the Act, or any questions regarding the interpretation of any Condominium Documents, shall be governed by the Act.

18.4. Captions. The captions and headings of various paragraphs of this Declaration are for convenience only and are not to be construed as defining or limiting the scope or intent of the provisions thereof.

18.5. No Obligations. Nothing contained in the Condominium Documents shall be deemed to impose upon the Declarant or its successors or assigns any obligations of any nature to build, renovate or provide any improvements except to the extent required by the Act.

18.6. Number and Gender. Whenever used herein, the singular number shall include the plural, the plural the singular and use of any gender shall include all genders.

18.7. Registered Agent. The registered agent for service of process shall be Fred H. Loeb or such other person or entity as may be designated by the Board of Directors of the Association and upon proper filing of said name with the Register of Deeds for Milwaukee County, Wisconsin, and with the Secretary of State of the State of Wisconsin.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the date first set forth above.

COURTYARD SQUARE CONDOMINIUMS, LLC,
a Wisconsin limited liability company

By: [Signature]
Fred H. Loeb, Sole Member and Manager

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

Personally came before me this 28 day of April, 2003, the above named Fred H. Loeb, as the sole member and manager of Courtyard Square Condominiums, LLC, and to me known to be the person who executed the foregoing instrument in and acknowledged the same in such capacities.

[Signature]
Notary Public, State of Wisconsin
My commission: 8/28/04


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REEL 5574
IMAGE 4038

CONSENT OF MORTGAGEE

The undersigned, holder of a mortgage encumbering the Property described above and improvements thereon, hereby consents to the foregoing Declaration of Courtyard Square Condominiums.

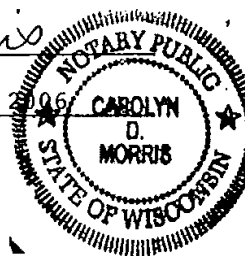
STATE FINANCIAL BANK
a state chartered savings bank

By: *Frank M. Cannistra*
Name: Frank M. Cannistra
Title: Vice President

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

Personally came before me this 25th day of April, 2003, the above named Frank M. Cannistra, as the Vice President of State Financial Bank, and to me known to be the person who executed the foregoing instrument in and acknowledged the same in such capacity.

Carolyn D. Morris
Notary Public, State of Wisconsin
My commission: October 22, 2006



MW685982_6

REEL 5574
IMAGE 4039

THIS INSTRUMENT WAS DRAFTED BY AND
UPON RECORDING SHOULD BE RETURNED TO:

Susan C. Sorrentino
Godfrey & Kahn, S.C.
N21 W23350 Ridgeview Parkway
Waukesha, Wisconsin 53188

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