

CONDOMINIUM DECLARATION

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DECLARATION
OF
THE LOFTS ON BROADWAY CONDOMINIUM

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**DECLARATION
OF
THE LOFTS ON BROADWAY CONDOMINIUM**

This Declaration made this 24th day of February, 2003, by The Lofts on Broadway, LLC, a Wisconsin limited liability company (hereinafter referred to as "Declarant").

Declarant does hereby declare that the Property described on Exhibit A attached hereto is subject to the Wisconsin Condominium Ownership Act. The Property and all the improvements now or subsequently placed thereon and all appurtenant rights shall be known and described as The Lofts on Broadway Condominium (the "Condominium"). The address of the Condominium is 191 North Broadway, Milwaukee, Wisconsin 53202.

SECTION 1: 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 4 below, in the Common Elements and the percentage of the liability for each Unit for the Common Expenses and for other purposes as hereafter provided.

(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: (i) the balconies, windows and exterior doors of the Residential Units, (ii) the Building facade, subject to the easement rights benefitting Commercial Units as provided in section 6.9 hereof, (iii) canopies; (iv) exterior alterations to Commercial Units as provided in section 9.6 hereof.

(d) "Assessments" refers to both General Assessments and Special Assessments and means the amount determined by the Association to be due as an assessment against a Unit with respect to Common Elements (General and Limited); except that with respect to Parking Units, "Assessments" is limited to an assessment against a Parking Unit for General Common Elements and Parking Area expenses.

(e) "Association" means The Lofts on Broadway Condominium Association, Inc.

(f) "Board of Directors" means the governing body of the Association.

(g) "Building" means the structure or structures containing all of the Units which are situated on the Property.

(h) "Bylaws" means the Bylaws of The Lofts on Broadway Condominium Association, Inc.

(i) "Commercial Unit" means a Unit on the first floor of the Building which is reserved for use by a commercial, retail or wholesale business.

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

(k) "Common Expenses" means all of the expenses of the Association except those incurred with respect to Limited Common Elements.

(l) "Condominium" means The Lofts on Broadway Condominium.

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

(n) "Declarant" means The Lofts on Broadway, LLC.

(o) "Declaration" means this Declaration of The Lofts on Broadway Condominium.

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

(q) "General Common Elements" means all the Common Elements except the Limited Common Elements.

(r) "Limited Common Elements" means those Common Elements defined as Limited Common Elements in sections 3.3 through 3.9 of this Declaration and any additional areas which may be denoted as Limited Common Elements on the Condominium Plat. Limited Common Elements may be appurtenant to one or more units as provided in sections 3.3 through 3.9.

(s) "Limited Common Elements Expenses" means the expenses of the Association incurred with respect to Limited Common Elements.

(t) "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.

(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, her or its 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) "Parking Area" means that area on the lower level of the Building consisting of 36 Parking Units and the Limited Common Elements of the Parking Units, as described herein and on the Plat attached hereto as Exhibit B.

(z) "Parking Unit Owner" means every Unit Owner, who in addition to owning a Unit, holds title to one or more Parking Units as shown on the Plat attached hereto as Exhibit B.

(aa) "Parking Unit" means a Unit of the Condominium located in the Parking Area intended for the private uses specified in section 11.1 hereof.

(bb) "Penthouse Unit" means a Unit located on the roof of the Building reserved for residential use, including all air rights above the lower horizontal surface of such Unit and all air rights above any Common Elements or Limited Common Elements which would be within the boundaries of such Unit but for the exclusion provided in section 3.2(g) hereof.

(cc) "Plat" means the Plat of Survey, attached hereto as Exhibit B, 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.

(dd) "Property" means the real property as described on Exhibit A, and any amendments thereto.

(ee) "Residential Unit" means a Unit located on the second through the seventh floor of the Building which is reserved for residential use.

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

(gg) "Special Amendment" means an amendment to this Declaration which does not require the consent of any Unit Owner other than the Declarant.

(hh) "Special Assessment" means any assessment made against the Unit Owner and his, her or its Unit which is not a General Assessment and is assessed against a Unit Owner and his or her Unit for the Common Expenses and the Limited Common Element Expenses incurred by the Association.

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

(jj) "Unit Owner" means any natural person, corporation, limited liability company, 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 of 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 2; 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 Lofts on Broadway Condominium Association, Inc. The Association shall be incorporated as a nonstock, nonprofit corporation under the laws of the State of Wisconsin and shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the Common Elements. 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. Each Unit Owner shall have the vote prescribed for such Unit as set forth on Exhibit C attached hereto 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. Declarant shall be entitled to cast the votes pertaining to any Unit owned by Declarant. For purposes of this Section 2, 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 in accordance with the provisions of section 2.2 hereof.

2.4. Architectural Control Committee. The purpose of the Architectural Control Committee is to maintain harmony in the appearance of the Residential Units of the Condominium. The Architectural Control Committee shall have the right to approve or disapprove any plan for any improvement, alteration or modification to: (i) the exterior portions of the Residential Units, (ii) any other portions of the Residential Units visible from the Common Elements and (iii) the alterations to Commercial Units specified in Section 9.6 hereof. The Architectural Control Committee shall not approve any plan of any Residential Unit Owner which, in the Architectural Control Committee's opinion, 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. If the Board of Directors fails to establish or maintain at all times an Architectural Control Committee consisting of three members, the entire Board of Directors shall constitute the Architectural Control Committee until such time as the Architectural Control Committee is established or, having fewer than the requisite three of members, the Board makes sufficient appointments so that the Committee consists of three members.

SECTION 3; DESCRIPTION OF UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

3.1. Description of Building. The address of the Building in which the Units are located is 191 North Broadway, Milwaukee, Wisconsin 53202. The approximate location and dimensions of the Building are included in a land survey contained in the Plat.

3.2. Description of Units. The Condominium shall consist of one building containing the following Units: fifty-five (55) Residential Units, two (2) Penthouse Units, two (2) Commercial Units and thirty-six (36) Parking Units.

(a) Location of Units. Floor plan, dimensions, and locations of the Unit are shown on the Plat.

(b) Vertical Boundaries of Commercial Units and Residential Units. The vertical boundaries of Residential Units and Commercial Units facing the exterior of the Building are the vertical planes of the inner surface of the exterior walls bordering such Units. The interior vertical boundaries of Units separating Units from other Units or from Common Elements are the vertical planes running through the center of the separation walls, provided that all doors and windows serving a Unit and opening onto or into Common Elements shall be included within the boundaries of the Unit served thereby.

(c) Vertical Boundaries of Parking Units. The vertical boundaries of the Parking Units are the vertical planes extending upward from the boundaries of such Units as delineated on Exhibit B. If the Parking Area is striped to indicate the boundaries of the Parking Units, unless the striping is shown by a survey performed by a land surveyor licensed by the State of Wisconsin to be in manifest error, the center of the striping shall be deemed to be such vertical plane. In the case of Parking Units abutting against the exterior wall of the Building, the vertical boundary nearest the wall (unless such boundary shall be striped) is the interior surface of the wall bounding the Unit.

(d) Horizontal Boundaries of Commercial Units and Residential Units. The upper boundary of any portion of a Commercial Unit and a Residential Unit which is under another Unit but which is not directly under a Penthouse Unit is the horizontal plane of the bottom surface of the floor above the Unit. The upper boundary of any portion of any such Units which are either not under another Unit or under a Penthouse Unit is the bottom surface of any material constituting a part of the roof. The lower boundary of a Commercial Unit and a Residential Unit is the horizontal plane of the lower surface of the finished floor beneath such Unit(excluding any concrete or wood floor layers beneath the finish flooring).

(e) Horizontal Boundaries of Parking Units. The upper boundary of a Parking Unit is the horizontal plane of the bottom surface of the floor above the Unit. The lower boundary of a Parking Unit is the horizontal plane of the uppermost surface of the floor of the Parking Area.

(f) Vertical and Horizontal Boundaries of Penthouse Units. The vertical boundary of each Penthouse Unit, not including the common boundary between them, consists of the plane of the vertical exterior surface of the Building extended upward above the lower horizontal boundary of such Unit. The vertical common boundary between the Penthouse Units is the vertical plane formed by the southerly surface of the east-west parapet wall above the middle of the Building roof as extended horizontally and upward, with the parapet wall being a part of Unit 801. The lower boundary of the Penthouse Unit is the horizontal plane of the upper surface of the Building roof underneath the Penthouse Units. The Penthouse Units specifically exclude any areas defined as Common Elements or Limited Common elements which are otherwise within their boundaries as defined in this subsection and exclude any skylights which are appurtenant to

and a part of any Residential Unit. However, each Penthouse Unit includes all air rights above its lower boundary and within the vertical boundaries of such Unit, including the air rights over any Common Elements, including Limited Common Elements, located above the plane of the built-up roof of the Building and including the air rights over any skylight appurtenant to Residential Units, subject only to the easements over such Units provided in Section 6 hereof.

(g) Additional Items. Each Unit shall include the following, if any:

(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, water meters and sub-meters, wall safes, medicine cabinets and built-in shelving exclusively serving said Unit, whether the same lies partially within and partially outside of the designated boundaries of a Unit or wholly outside the designated boundaries of said 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; and

(ii) interior ceilings, floors, walls and partitions, floor and wall coverings within the Unit;

(iii) all fixtures and improvements, including, without limitation, sinks, bathtubs, hot water heaters, stoves, ranges, dishwashers, refrigerators, microwaves, washers, dryers and other facilities within the Unit;

(iv) all exterior doors (including the front entrance door and any other entrance door to the Unit) and any and all hardware, including without limitation, door locks and hinges; and

(v) all windows, screens and skylights.

It is expressly stipulated, and each and every purchaser of a Unit, his or her heirs, executors, administrators, assigns, successors and grantees hereby acknowledge, that the square footage, size and dimensions of each Unit as described, set out and shown in the Condominium Documents, are approximate and are shown for descriptive purposes only, and that the Declarant does not warrant, represent or guarantee that any Unit actually contains the area, square footage or dimensions shown in the Condominium Documents. Each purchaser of a Unit hereby expressly waives any claim or demand which he, she or it may have against the Declarant on account of any difference, shortage or discrepancy between the Unit as actually physically existing and as it is shown in the Condominium documents.

3.3 Limited Common Elements (Generally). The Limited Common Elements of every Unit except a Parking Unit include:

(a) any plumbing, mechanical, or electrical equipment serving more than one but less than all of the Units (other than the ducts referred to in section 3.10(d) hereof), which shall be appurtenant to and reserved for the exclusive use of the Units so served unless otherwise indicated on the Plat; and

(b) any other Common Elements which may be designated on the Plat as Limited Common Elements appurtenant to one or more specific Units.

3.4 Limited Common Elements of Parking Units. The Limited Common Elements of the Parking Units consist of the Parking Area except the Parking Units and include without limitation the concrete surface of the Parking Area, the driveways, ramps and stairs providing vehicular access to and from the Parking Units and the street level, the garage door(s) and automatic opening, closing and locking mechanisms, any exhaust or ventilating system serving the parking level exclusively, the striping, and Parking Unit identification numbers painted on the parking lot surface, and any other mechanical or electrical equipment or systems exclusively serving the Parking Units.

3.5 Limited Common Elements of Residential Units. The Limited Common Elements of the Residential Units consist of the following:

(a) the exterior walls above grade and entire facade of the Building (except for the exterior walls and facade of the Penthouse Units);

(b) the hallways up to the boundaries of the Units on floors two (2) through seven (7) including all elements of the floor under such hallways including any joists underneath the second floor of the Building and all floor coverings and hall amenities and the heating, ventilating and air-conditioning units serving the above-referenced hallways;

(c) the built-up roof of the Building including the roof membrane underneath the Penthouse Units (but excluding the roof over the Penthouse Units and skylights);

(d) each balcony adjacent to a Residential Unit, which is hereby declared to be reserved for the exclusive use of the Residential Unit to which it is adjacent and a Limited Common Element appurtenant to said Unit;

(e) the storage lockers (i) located on floor 2 through 7 and allocated to a specific Unit as shown on the Condominium Plat, each of which is hereby declared to be reserved for the exclusive use of the Residential Unit to whose use it is dedicated as specified on the Plat and is a Limited Common Element appurtenant to said Unit; and (ii) located in the basement of the Building in the area marked "Storage Area for Condos" on the Plat, which will be assigned to a specific Residential Unit by the Declarant and shall thereafter be a Limited Common Element of the Residential Unit to which it is assigned. The Residential Unit owner may separately transfer its interest in any storage locker only to another Residential Unit Owner, and such transfer must be registered with the Association, which shall keep records indicating to which of the units each storage locker is appurtenant;

(f) the water line serving all the Residential Units; and

(g) any other Limited Common Elements of the Residential Units as may be designated on the Condominium Plat.

3.6 Limited Common Elements of Commercial Units. The Limited Common Elements of the Commercial Units consist of the common trash and recycling room designated on the Plat as being reserved for the Commercial Units and any other Limited Common Elements of the Commercial Units as may be designated on the Condominium Plat.

3.7 Limited Common Elements of the Penthouse Units. The Limited Common Elements of the Penthouse units are the stairways from the seventh (7th) floor to the penthouse level, any hallways, hallway amenities on the penthouse level, the penthouse level lobby providing access to the elevator, including the roof above such hallways, the interior and exterior walls adjacent to such hallways and the decoration on the surface of the walls and ceilings of such hallways, the electrical device preventing access by the elevators to the penthouse level and any other Limited Common Elements of the Penthouse Units as may be designated on the Condominium Plat.

3.8 Limited Common Elements of Residential and Penthouse Units. The Limited Common Elements appurtenant to both the Residential Units and Penthouse Units consist of the exterior door of the Building at North Broadway, the first floor lobby, all first floor corridors, the passenger elevator (excluding the lift referred to in section 3.10(e)) and all mechanical and electrical equipment associated therewith (including security and intercom systems), the freight elevator and related mechanical and electrical equipment, the stairways from the Parking Area through the seventh (7th) floor, the stairway between the seventh floor and the roof, which stairway is adjacent to the passenger elevator shaft, mailboxes, trash and recycling room designated on the Plat as being reserved for the Residential and Penthouse Units, and trash chutes leading to the residential and penthouse trash and recycling room. Because the freight elevator does not extend to the level of the Penthouse Units, the owners and occupants of the Penthouse Units may use the passenger elevator for the purpose of transporting furniture, fixtures, household equipment and office equipment (provided the owner or occupant complies with section 11.4 of this Declaration) in and out of said Units and for the purpose of receipt of deliveries of goods.

3.9 Limited Common Elements of Commercial and Penthouse Units. The water line serving the Commercial and Penthouse Units is a limited common element of both the Commercial and Penthouse Units.

3.10 General Common Elements. The General Common Elements consist of the entire Condominium, except the Units and the Limited Common Elements provided above, and include, without limitation, the following:

(a) all footings, foundations, beams, floors (excluding those within Units and Limited Common Elements) and structural supports of the Building (but excluding the exterior walls above grade and the facade of the building):

(b) all entrances and exits to the Property (excluding any entrance leading directly to a Unit), sidewalks, all exterior canopies, hallways (except those listed above as Limited Common Elements); and

(c) all exterior ducts, lines, poles, posts, wires, cables, conduits, and other apparatus relating to water distribution, drainage, electrical, telephone, cable television, security and communications systems, gas and sewer;

(d) all vertical ducts and the cables, conduit, wires, pipes therein carrying the utility services from the external connection to each floor;

(e) the handicapped lift at the front entrance to the Building;

(f) the rooms in the Parking Area level in which is located electric meters for the Building and a utility transformer;

(g) the chimney including all walls thereof whether facing the interior or exterior of the Building except to the extent that such wall constitutes part of the facade of the Building which is a Limited Common Element of the Residential Units pursuant to section 3.5 of this Declaration; and

(h) the vault space in the lower level of the Building underneath the public sidewalk and adjacent to the Parking Area and the vault space under the public alley (except for the storage area which is a limited common element of Unit 801, as shown on the Plat), subject to the right of the City of Milwaukee therein.

3.11. 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 not appurtenant to the Unit Owner's Unit, as may be required for any purpose, including, but not limited to, ingress and egress to and from and for the use, occupancy and enjoyment of the Unit owned by such Unit Owner. Such rights shall extend to the Unit Owner, his or her family members, employees, agents, guests 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. No Unit Owner shall have the right to make any alteration of any Common Element, except as may be expressly permitted in the Condominium Documents. Notwithstanding the above, the vault space is subject to water penetration and is not to be used except for the electrical transformer vault, the electrical panel room, and for storage for Unit 801 as indicated on the Plat unless and until the vault area is waterproofed at the direction of the Association. Nothing contained herein shall prevent the Association from attempting to waterproof the vault space, and no amendment to this or any other provision of the Declaration shall be required for it to do so. Declarant hereby states that Declarant will make no attempt to remedy the water penetration into the vault space.

3.12. Use of Limited Common Elements. The portions of the Common Elements designated as Limited Common Elements are reserved for the exclusive use of and are appurtenant to the Unit or Units which they serve as provided herein. The rights of use herein reserved shall extend to the Unit Owner whose Unit is benefitted thereby, family members, employees, agents, guests and invitees. No Unit Owner may use the roof of the Building for his or her own personal use, including, without limitation, the placement thereon of any antennas, satellite dishes, or other equipment or furnishings nor penetrate the roof with chimneys, chutes, lines, or for any other purpose; nor may any such Owner have the right of access to such roof. In addition, neither the Association or any Unit Owner shall have the power to permit the placement

of any antennas, satellite, or other equipment or furnishings on the roof or extending above the Parapet Wall. However, the owner of a Penthouse Unit may use the roof of his or her Unit as provided in section 6.10 hereof. Further, no Unit Owner may alter in any respect the appearance of the balcony which is a limited common element of his, her or its Unit. In addition, the use of the Limited 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.

3.13. Declarant's Rights to Change Plans. Declarant reserves the right to change the layout, location, dimensions and construction details of the Building, Parking Area, Units and Common Elements shown on the Plat which are not yet constructed, provided that such changes shall not substantially alter the nature, value or quality of the Building, Parking Area, Units or Common Elements.

SECTION 4; ALLOCATED INTERESTS IN COMMON ELEMENTS

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 or her Unit. The Allocated Interest in Common Elements allocated to each Unit shall be as set forth on Exhibit C.

SECTION 5; COMMON EXPENSES, ASSESSMENTS AND TAXES

5.1 Common Expenses. The cost of administration of the Association, utilities, insurance repair, maintenance and other expenses for the Common Elements, except as may 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 the Allocated Interest of Common Expenses in the manner provided in the Bylaws.

Assessments for Limited Common Element Expenses shall be levied by the Board of Directors against the Units appurtenant to the Limited Common Elements with respect to which the expenses were incurred. Appurtenance shall be determined as provided in sections 3.3 through 3.9 hereof; and the assessment shall be in proportion to each Unit's fractional interest in the Limited Common Element determined as follows: the numerator shall be the Unit's Allocated interest and the denominator shall be the Allocated Interests of all Units to which the Limited Common Element for which the expense is incurred is appurtenant. The Assessment obligation appurtenant to a Unit shall commence at the time the Unit is made part of the Condominium. The percentage of the Common Expenses payable by the individual Unit Owners shall be the "Allocated Interest of the Unit." No Unit Owner may exempt himself or herself or his or her Unit from liability for his or her 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 or her Unit.

5.2. Parking Assessments. Assessments for Parking Area shall be levied against the Parking Units in proportion to each Parking Unit's proportional interest in the Parking Area.

5.3. Payment of Assessments. No conveyance of a Unit or non-user or waiver of enjoyment of any Unit, Common Elements or Limited Common Elements shall relieve a Unit Owner for the payment of Common Expenses or Limited Common Element Expenses, and he or she shall be jointly, severally and personally liable along with his or her grantee in any conveyance for the Common Expenses incurred up to the date of sale until all such expenses charged to his or her Unit have been paid. All Assessments, when due, together with any interest thereon and actual costs of collection, shall immediately become a personal liability of the Unit Owner as applicable, 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 or Parking Space, the name of the Owner, 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 or Parking Unit Owner shall be entitled to a fileable satisfaction of the lien.

5.4. 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 and Limited Common Element 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, General Common Elements, Limited Common Elements, Parking Area or for any reason stated herein shall be made against the Unit Owners or Parking Units Owners as appropriate at any time the Board of Directors deems advisable. All assessments for expenses incurred or budgeted for the Limited Common Elements shall be assessed against those Units to which the Limited Common Elements are appurtenant as provided in Sections 3.3 through 3.9 above. 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 or Parking Unit for purposes of collection or foreclosure action by the Association. The Board of Directors shall have the responsibility for levying and collecting general and special assessments for Common Expenses and for Limited Common Elements Expenses. The Board of Directors shall establish an annual budget in accordance with the Bylaws. Such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management, maintenance and repair of the Condominium, including a reasonable allowance for contingencies and reserves. Such reserves shall include without limitation an adequate reserve fund for the maintenance, repair and replacement of the General Common Elements and the Limited Common Elements. As part of the reserve funds, there shall be an initial contribution equal to at least two (2) months of estimated common charges for Common Expenses for each Residential Unit in the Condominium. Each Residential Unit's share of the reserve fund is to be collected at the time the sale of a Residential Unit by Declarant. Any amounts paid into the reserve fund shall not be considered as advance payments of regular monthly assessments.

5.5 Limitation on Assessments. No Unit may be assessed for any expense or reserve for expenses other than those related to General Common Elements, common expenses of the Association incurred other than in respect to Limited Common Elements or particular Units, and those related to the Limited Common Elements of the Unit assessed, which include the Limited Common Elements particular to said Unit and the Limited Common Elements shared by said Unit with other Units as provided in sections 3.3 through 3.9 hereof.

5.6. Declarant's Obligation With Respect to Association Fees. Notwithstanding anything to the contrary provided herein, Declarant shall not be obligated to make the contribution to the reserve fund provided in section 5.4 above nor shall Declarant be obligated to pay any assessments for Common Expenses or Limited Common Expenses as provided in section 5.4 above. However, until such time as Declarant relinquishes control of the Association to the Unit Owners other than Declarant as provided in section 703.15 of the Wisconsin statutes, Declarant shall pay to the Association as an assessment against all the Units owned by Declarant any difference between the costs of operating the Association in accordance and the assessments paid by purchasers of Units from Declarant or their successors or assigns. .

5.7. Purchaser of Unit. Any Purchaser of a Unit or Parking 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 a written request is received by the Board. The Purchaser shall be liable for, and the Unit or Parking Unit conveyed shall be subject to, any unpaid Assessment of the Seller in the amount set forth in the statement.

5.8. 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 and reasonable attorneys' fees.

5.9. Real Estate Taxes. Real estate taxes shall be taxed separately to each Unit Owner for his or her Unit and to each Parking Unit Owner for his or her Parking Unit. 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 6: EASEMENTS AND ENCROACHMENTS

6.1. 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 and along any part of the Common Elements, Units or Parking Units. Notwithstanding the foregoing provisions of this section 6.1, unless otherwise approved in writing by the Unit Owner or Parking Unit Owner 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 or Parking 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 or Parking Unit.

6.2. Construction Easement. Notwithstanding anything to the contrary in this Declaration or any of the Condominium Documents, until Declarant shall have completed all improvements to the Common Elements and satisfied all of its obligations under any of the Condominium Documents, Declarant reserves an easement for itself and its duly authorized agents, representatives, and employees, over portions of the Common Elements, Units and Parking Units owned by Declarant for construction or renovation on the Property or related purposes including: 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 or installing landscaping; 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. Each Unit Owner and Parking Unit Owner hereby acknowledges that the activities of the Declarant may temporarily impair the view and cause inconveniences to the Unit Owners.

6.3. Easement to Facilitate Sales. 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. Declarant reserves the right to access the Property, Condominium, Common Elements and the unsold Units, until all the Units owned by Declarant are conveyed to third parties, for the purpose of marketing the unsold Units. Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishings thereof may be removed. Declarant further reserves the right to maintain on the Property such advertising 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 Declarant. Declarant shall have the right to restrict the use of certain Parking Units which Declarant has not yet conveyed and to use such Parking Units for any legal purpose. This easement shall continue until Declarant has sold all the Units it owns.

6.4. Support Easement. Each Penthouse Unit, Residential Unit and Parking 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 Parking Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit and Parking Unit in the Building in which it is located and the Common Elements.

6.5. Common Elements Easement. The Common Elements are hereby made subject to the following easements in favor of the Units and Parking 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, 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 Parking Unit or is necessary for service to a Unit or Parking Unit; but this provision shall not permit access to the Building roof to the extent otherwise prohibited hereunder;

(b) for the installation, repair, maintenance, use, removal and/or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which are a part of or serve any Unit or Parking Unit but which encroach into a part of a Common Element adjacent to such Unit or Parking 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 or impair or structurally weaken the Building; or

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

6.6. Unit Owner's Grant of Easement. By acceptance of a deed of conveyance, each Unit Owner and Parking Unit Owner thereby grants a right of access to his Unit and Parking Unit, as applicable, 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 or Parking Unit and threatening another Unit, Parking Unit or the Common Elements, performing installations, alterations or repairs to the mechanical or electrical services or the Common Elements in a Unit, Parking 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 requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner and Parking Unit Owner, as applicable; and provided further that in exercising their rights hereunder, the Board of Directors, or the Managing Agent, their respective agents and employees minimize any interruption to the Unit Owner's use of the Unit and Limited common elements appurtenant thereto in exercising their rights hereunder. Notwithstanding the foregoing, in case of an emergency, such right of entry shall be immediate and without notice, whether the Unit Owner or Parking 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 or Parking Unit.

6.7. Lobby and First Floor Corridor Easement for Benefit of Commercial Units. The Limited Common Elements of the Residential and Penthouse Units consisting of the entryway from the public walkway on North Broadway, the lobby on the first floor leading to the main entry of the Commercial Units, the first floor corridor between the lobby and the rear doors of the Building and the corridor providing access to the passenger and freight elevators and to the trash and recycling room are hereby subjected to a perpetual easement for pedestrian ingress and egress for the use and benefit of the owners of the Commercial Units, their heirs, tenants, successors and assigns, and their employees, independent contractors, agents, licensees and invitees for purposes access to and from the space to the public rights of way, for purposes of loading and unloading merchandise and equipment, and for disposal of trash and recyclables. No change may be made in the configuration of the lobby nor in the route between the main entry to the Building and the main entryway to either Commercial Unit without the prior written consent of the owners of the Commercial Units whose entryway would be affected by such change. Nor may any of the terms and conditions of this easement nor the rules and regulations of the Association which may have

an effect on the use of the easement be altered without the affirmative vote of the owners of all Commercial Units.

6.8 Negative Easement Over Building Roof For Benefit of Penthouse Units. No structure of any kind may be placed on the surface of the portion of the roof of the Building not occupied by Penthouse Units except for skylights for the seventh floor units which are part of the original plans and specifications for the construction of a Unit, as to which see section 6.11 hereof. This provision is a perpetual negative easement for the benefit of the Penthouse Units and may not be not be extinguished without the unanimous written consent of the Penthouse Unit Owners.

6.9 Easement for Exterior Signage for Benefit of Commercial Units. Each Commercial Unit is hereby granted a perpetual easement over the exterior facade of the Building for the erection, maintenance, and repair of an exterior sign or signs to be attached to the facade, identifying the business conducted or to be conducted from time to time in such unit. Such sign shall be erected that the expense of the Unit Owner or his, her or its tenant. There shall be no restriction on the size or design of such signs except as may be imposed by applicable governmental authorities, including the Historic Third Ward Association or its successors, if it has jurisdiction over signs on the Property.

6.10 Easement in Favor of Penthouse Unit Owners Over Building Roof. The Penthouse Units are hereby granted a perpetual easement over the Building Roof for the placement of artificial grass in the portions of their Units not improved by a structure and the securing of the same to the roof by adhesive or other appropriate means and for the placement of pots containing plants in the area surrounding the Penthouse Units provided that The Penthouse Unit Owners shall be responsible for any damage to the roof caused by the installation, removal, or the continued presence of such artificial grass over the roof membrane or the placement and maintenance of the pots. Installation, maintenance, and removal of the artificial grass shall be the Penthouse Units Owner's sole responsibility. Antennae, satellite dishes other communication devices may not be placed on or over the Building roof. But nothing herein shall prevent a Penthouse Unit owner from installing any such device on the roof of any dwelling structure which is a part of his, her or its Unit.

6.11 Easement in Favor Penthouse Units Over 7th Floor Hallways Between Passenger Elevator and Freight Elevator. The Penthouse Units are hereby granted perpetual easements (i) between the passenger elevator door and the freight elevator door on the seventh floor to transport items between the passenger and freight elevators and (ii) between the freight and passenger elevator and the west stairway to the eighth floor for the transportation of items between such elevators and the stairway.

6.12 Easement over Building Roof and Penthouse Units for Benefit of Units with Skylights. Each owner of a Unit containing a skylight is hereby granted a perpetual easement for light and air over the Building roof and over Penthouse Units 801 and 802 in order to maintain the beneficial use of such skylight. The construction of the improvements on Units 801 and 802 as shown on the Plat shall not be deemed to violate the terms of this easement.

6.13 Negative Easement Over Astroturf and Air Rights for Benefit of Residential Units. The Penthouse Unit Owners shall not place any materials on the Building roof except that permitted under section 6.10 hereof. This provision is to be construed as a negative easement for the benefit of the Residential Unit Owners, for whom the Building roof is a Limited Common Element.

6.14 Easement for Benefit of the Association for Maintenance of Skylights. The Association is hereby granted the exclusive right to maintain, repair, and replace the skylights on the Building roof and is also hereby granted a perpetual easement over the Building roof and the Penthouse Units for the purpose of exercising such right. The Owner of a Unit containing a skylight is a part shall be responsible for the payment to the Association for the maintenance and repair of the skylight pursuant to the easement and may be specially assessed therefor.

6.15 Easement for Maintenance of Walkway and Balcony over Unit 802 for benefit of Unit 801. The owner of Unit 801 shall have a perpetual easement for the construction, maintenance, repair, and replacement of a walkway and balcony over the portions of Unit 802 as shown on the Plat. The owner of Unit 801 shall be solely responsible for the construction, maintenance, repair and replacement of such walkway and balcony.

6.16 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.

6.17. Encroachments. In the event that by reason of construction, reconstruction, settlement or shifting of any Building, or the design or construction of any Unit or Parking Unit, any part of the Common Elements shall at any time encroach upon any part of any Unit or Parking Unit, or any part of any Unit or Parking Unit shall at any time encroach upon any part of the Common Elements or any Unit or Parking Unit shall at any time encroach upon part of any other Unit or Parking Unit, an easement for the continuation and maintenance of such encroachment is hereby established and shall exist for the benefit of such encroaching Unit, Parking Unit or Common Element so long as all or any part of the Building containing such Unit, Parking 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 or Parking Unit if such encroachment occurred due to willful and knowing conduct of said Unit Owner or Parking Unit Owner.

SECTION 7: MORTGAGES

7.1. 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 or her own Unit and Parking Unit.

7.2 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.

7.3. Roster of Mortgagees. The Board of Directors shall 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.

7.4. 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.

7.5. Mortgagee in Possession. A Mortgagee of any Unit or Parking 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.

7.6. Rights of Mortgagees. Each Mortgagee, its agent or representative, upon written request to the Board of Directors, 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 or 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 sixty (60) days prior to any such lapse, cancellation or material modification;
- (h) notice of any decision by the Board of Directors to terminate any management of the Property;

- (i) notice of any proposed action which would require the consent of Mortgagees pursuant to the Act;
- (j) the right to examine the books and records of the Association at any reasonable time and to audit the same at its sole cost;
- (k) notice of any Assessment or any other charges levied by the Association which is more than sixty (60) days past due;
- (l) notice of any judgment which is rendered against the Association; and
- (m) 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.

7.7. Restrictions on Actions of Association. The Association may not mortgage or otherwise place a lien on the Common Elements. However, no provision contained herein shall be deemed to limit the Association's power to grant any easements over the Common Elements.

7.8. Application and Effect. The provisions of this Section 7 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; and/or
- (b) the rights of any Unit Owner and his or her Mortgagee with respect to matters solely affecting such Unit and/or Mortgage.

7.9. 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.

7.10. 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 to 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, Parking Units and/or the Common Elements or any portions thereof.

SECTION 8: BOUNDARY RELOCATION AND SUBDIVISION OF UNITS

8.1. Relocation of Unit Boundaries. Any two or more adjoining Unit Owners may agree to relocate the boundaries of their Units (excluding Parking Units) pursuant to the provisions of Section 703.13(6) of the Wisconsin Statutes provided the following requirements are met:

(a) the structural integrity and value of the Building, Common Elements or the Units are not adversely affected;

(b) the adjoining Unit Owners shall submit a written application to the president of the Association which application includes:

(i) the written consent of the adjoining Unit Owners' Mortgagees;

(ii) plats and plans, reflecting the altered boundaries and the dimensions thereof between adjoining Units and the Units' identifying numbers or letters (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;

(v) any reallocation of the undivided interest in the Common Elements appertaining to the Units affected by the relocation of any boundaries; and

(vi) any reallocation of the number of votes of each Unit in the Association and of the liability of each Unit for Common Expenses appertaining to each Unit not specially assessed, should the Declaration at the time of the proposed relocation of boundaries provide that the number of votes and the liability for Common Expenses should be based on a factor or factors other than a Unit's Allocated Interest.

(c) Upon receipt of all of the items required by section 8.1(b), the president of the Association shall give notice of the proposed reallocation of boundaries to all Unit Owners (except Parking Unit Owners) and thirty (30) days thereafter, unless the president finds, based on the report of a civil engineer hired on behalf of the Association, that the structural integrity or value of the Building or any part thereof is adversely affected by the reallocation of boundaries, the president shall execute an amendment to the Declaration as provided in Section 703.13(6)(c) of the Wisconsin Statutes (a) stating that the boundaries of the affected Units are being relocated by agreement of the owners thereof; (b) containing words of conveyance between the adjoining unit owners; and (c) reallocating the undivided interest in the Common Elements of each adjoining Unit (and therefore the number of votes each Unit has in the Association and the liability of each unit for Common Expenses not specially allocated) in accordance with the reasonable allocation of the adjoining unit owners as reflected in their application. With respect to (c) if an allocation is not made by the adjoining unit owners or the Board of Directors determines that their allocation is unreasonable, the Board of Directors shall provide for a reasonable allocation in the amendment.

(d) Promptly upon the payment of all expenses relating to the matters referred to in this section 8.1, including all expenses incurred by the Association by the affected owners, the president of the Association shall deliver the executed amendment to the Declaration and any and

all other appropriate documents and deliver them to the adjoining owners. Those instruments are effective when the adjoining owners have executed them and have caused them to be recorded.

8.2. Separation of Units. Commercial Units may be separated in accordance with the provisions of Section 703.13(7) of the Wisconsin Statutes.

8.3. Liens on Work and Indemnification. All work in connection with a relocation of Unit boundaries of a Unit shall be completed in a good, workmanlike manner and 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 and/or Parking Unit for any cost incurred by the Association as a result of nonpayment of any relocation cost by the Unit Owner.

SECTION 9: MAINTENANCE, ALTERATION AND IMPROVEMENT OF CONDOMINIUM

9.1. Responsibility of Unit Owners.

(a) Each Unit Owner, at his or her sole expense, shall be responsible for keeping his or her Unit, including without limitation the items identified in Section 3.2(g), 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 (excluding items which are visible from the Common Elements) 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 the other provisions of this section 9.1(a), for purposes of uniformity, the Association shall replace, repair, paint, maintain and adorn external features such as the items identified in section 3.2(g)(iv) and other similar items which are visible from the Common Elements or exterior of Building 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, that (i) in the case any such items are part of an individual Unit, the individual Unit Owner who owns the Unit which the items identified in section 3.2(g)(iv) 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; and (ii) in the case any such items are part of the Limited Common Elements appurtenant to one or more Units as provided in Sections 3.3 through 3.9 above, the Unit Owners who own the Units to which the use of such Limited Common Elements is appurtenant according to sections 3.3 through 3.9

shall pay the cost incurred by the Association in replacing, repairing, painting, maintaining and adorning such items.

(c) The Unit Owner shall at all times maintain the temperature of his or her Unit at or above 50° Fahrenheit.

(d) 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 or her obligation pursuant to this section 9.1. If a Unit Owner fails to discharge his or her obligations pursuant to this section 9.1, 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.

9.2. Responsibility of Association. The Association shall be responsible for the management and control of the Common Elements (including Limited Common Elements) and Parking Area 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, 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) snow and ice removal from paved sidewalks, driveways and parking areas of the Property;
- (c) maintenance, repair or restoration of sidewalks, walkways, driveways and parking areas of the Property;
- (d) maintenance, repair and replacement of electrical wiring, lighting, heating and air conditioning systems and pipes and ducts in and servicing Common Elements;
- (e) purchase, maintenance, repair, replacement and storage of equipment and materials required to accomplish the foregoing; and
- (f) 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.

Each Parking Unit Owner shall cooperate with the Association in the Association's efforts to maintain the Parking Area. In furtherance of the foregoing, each Parking Unit Owner shall remove his car from the Parking Area when reasonably requested by the Association so that the Association may maintain the Parking Area.

9.3. To Which Units Expenses Are to be Assessed. The Association shall assess the expenses incurred pursuant to its authority under section 9.2 which pertain to the Common Elements which are not Limited Common Elements to all Unit Owners in proportion to the Allocated Interest of each Unit. The Association shall assess such expenses which pertain to the Limited Common Elements to the Unit Owners of the Units to which such Limited Common Elements are appurtenant as provided in sections 3.3 through 3.9 in the proportion to which the Allocated Interest of each such Unit bears to the total of the allocated Interests of all Units subject to the assessment.

9.4. 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.

9.5. 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 or her 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 or her Unit shall be deemed to have indemnified and held 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.

9.6. Exterior Alterations. Commercial Units (including Units which have been created by separation pursuant to section 8.2 of this Declaration) may be altered by the construction of entranceways which connect the Unit directly with the public right-of-way provided that (a) all applicable governmental approvals for such construction have been obtained, (b) the statement of an engineer reasonably acceptable to the Board of Directors of the Association has been obtained to the effect that the new entrance would not materially affect the structural integrity of the Building and (c) the design and exterior appearance of the of the entrances has been approved by the Architectural Control Committee, which will not be unreasonably withheld or delayed (d) the Unit Owner desiring the construction of the entrance pay the engineer's fees, the costs of construction, cost of review by the Board of Directors of the Association and the Architectural Control Committee and all costs of document preparation. The president of the Association shall sign any approval given hereunder and prepare and sign any plat amendment made necessary by the construction of an entranceway and, when the above conditions have been met shall deliver the same to the Unit Owner. Except as provided above and except as permitted by the Rules and Regulations or as consented to by the Architectural Control Committee, no Unit Owner may make any alteration, installation, removal, reconstruction or repair to the exterior of the Building in which his or her Unit is located.

9.7. Right of Commercial Unit Owners to Compel Facade Improvements. In the event the Commercial Unit Owners desire an improvement or repair to the facade of the Building permitted under the Condominium Documents which the Association after request by the Commercial Unit

Owners declines to make, the Commercial Unit Owners may compel the Association to make such improvement or repair upon obligating themselves to pay for the same in a writing directed to Association, and the Association shall thereupon make the repair or improvement and shall have the power to assess the Commercial Units therefor if payment is not forthcoming. The rights of the owners of the Commercial Units hereunder shall be without prejudice to any right they may have to compel the improvement or repair if the failure to make the same is a breach of the Association's duty under the Condominium Documents.

9.8. 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, Parking Area 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, Parking Area 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 or her 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 10: REPAIR OR RECONSTRUCTION

10.1. 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 holding seventy-five percent (75%) or more of the votes in the Association, within ninety (90) days after the date of destruction or damage, . All Unit Owners whose Unit is subject to a Mortgage shall first obtain his or her Mortgagee's written consent to the Unit Owner's intended vote. In the event the damage exceeds the available insurance proceeds and the Unit Owners having eighty percent (80%) or more of the votes 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 of the Common Elements (exclusive of the Limited Common Elements) in excess of insurance proceeds shall be a Common Expense. The expense of the reconstruction or repair of the Limited Common Elements shall be borne by those Unit Owners to whose Units the Limited Common Elements being repaired or reconstructed are appurtenant as provided in sections 3.3 through 3.9 hereof. 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.

10.2. 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 of the Common Elements (exclusive of Limited Common Elements) in excess of the condemnation award shall be a Common Expense payable by the Unit Owners in proportion to their Allocated Interest. The expense of the restoration or reconstruction of the Limited Common Elements shall be borne by those Unit Owners to whose Units the Limited Common Elements being restored or reconstructed are appurtenant as provided in Sections 3.3 through 3.9 hereof. 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 or her 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 and Parking 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 Mortgage 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.

10.3 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 11: RESTRICTIONS ON USE, OCCUPANCY AND TRANSFER

11.1. Restrictions on Use. Each Unit Owner, its agents, representatives, guests and invitees shall be subject to the restrictions set forth in this Declaration and the Condominium Documents, as amended from time to time, including without limitation, that the Residential Units and Penthouse Units are intended for and restricted exclusively to residential uses, 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; that the Commercial Units are restricted to retail, service, and wholesale businesses and any other use which is permissible under applicable zoning laws; and that the Parking Units are restricted to the parking of automobiles, vans, sport utility vehicles, light trucks and boats which fit entirely within the boundaries of a Parking Unit. No use of a Unit or a Limited Common Element appurtenant to said Unit may be changed without the favorable vote of the Owner of the Unit whose use of the Unit or Limited Common Element would be affected by such change.

11.2. Declarant's Right to Transfer. The Declarant shall have the right to transfer the Units and Parking 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 and Parking Units, Declarant shall be free to dispose of any such Unit and Parking Units by any means the Declarant chooses. This section may not be amended or repealed by the Association. However, neither Declarant nor any subsequent purchaser of a Parking Unit may sell a Parking Unit to anyone other than an owner of a Residential Unit or Penthouse Unit.

11.3. Unit Owner's Restrictions on Leasing. The Declarant may lease a Unit and Parking Units on such terms and conditions as it desires in its sole discretion. A Unit Owner other than the Declarant may lease his or her Residential Unit, Penthouse Unit or Parking Unit only in compliance with any restrictions on leasing as may be stated in the Rules and Regulations. No rooms in any Unit may be rented and no transient tenants (people who are not members of the Unit Owner's immediate family who stay longer than sixty (60) days) may be accommodated. A Commercial Unit may be used by its Owner or by any or other occupant for any duration and for any use consistent with applicable zoning and other land use laws, including those uses permitted by variances or special exception uses obtained by Commercial Unit owners, tenants, or other occupants.

11.4. Unit Owner's Use of Unit as an Office. A Residential or Penthouse Unit Owner or tenant whose possession is not in violation of the provisions of section 11.3 or and Rules and Regulations adopted pursuant thereto 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 or her Unit by which a sale is actually consummated in the Unit; (c) allow customers or clients to enter the Condominium or his or her 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 canceled 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 or would unreasonably interfere with any other Unit Owner's use and quiet enjoyment of his or her Unit or

Parking Unit. An Owner or tenant of a Commercial Unit may use such Commercial Unit as an office in connection with the business being carried out in such Unit.

11.5. 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, Parking 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 any Building of which the Unit involved is a part of 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 or her obligations hereunder.

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

11.6. Restrictions on Transfer of Parking Units. No Parking Unit may be sold or otherwise transferred to any person other than to a person or persons who at the time of the sale or other transfer own all the interests (other than a security interest) in one or more Residential Units or Penthouse Units. This restriction shall be inserted in each conveyance of a Parking Unit, but failure to place such restriction therein shall not diminish the enforceability of this provision.

11.7 Elevator to Penthouse Units to be Locked. The elevators will be equipped with a device preventing access to the penthouse level except by persons with an access code activating the device to permit access to such level. This Declaration may not be amended to eliminate this device or this provision without the unanimous consent of the owners of the Penthouse Units.

SECTION 12: INSURANCE

12.1. 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 canceled, 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 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.

12.2. 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 and Parking Unit individually, then each Unit Owner shall pay to the Association the amount of the insurance expense allocated to his Unit (including any Parking Unit owned by the Unit Owner), the amount allocated to the General Common Elements times his Allocated Interest, and the amount allocated to the various Limited Common Elements appurtenant to his or her unit determined in accordance with the formula provided in section 5.1 of this Declaration. 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 and Parking 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, Parking Unit and Limited Common Elements which appertain to his Unit and Parking Unit to the value and risks of all Units, Parking Unit 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, Parking Unit, Limited Common Element and Common Element damaged, then the deductible portion of the insurance expense which relates to a particular Unit, Parking Unit and/or Limited Common Element shall be paid by the Unit Owner(s) whose Unit(s), Parking Unit 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, Parking 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 and Parking Unit shall be determined by dividing the value of the loss to the Unit, Parking Unit and the Limited Common Elements which appertain to that Unit and Parking 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 and Parking 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.

12.3. 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 Building and/or the particular Common Element(s) which were damaged. If it is determined not to reconstruct or repair the Building and/or any particular 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.

12.4. 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 and Parking 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 or her own expense, from obtaining additional insurance coverage on his Unit and Parking Unit.

12.5. 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.

12.6. Fidelity Bonds. The Association shall 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 three (3) months' Assessment plus any reserve funds 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 canceled or substantially modified. Any management agent that handles funds for the Association shall carry a fidelity bond with the same coverage as stated above.

12.7. Separate Insurance. Each Unit Owner shall be responsible for obtaining liability insurance for his own Unit and Parking Unit and casualty insurance for his or her personal property.

SECTION 13: DISCLAIMER OF LIABILITY OF ASSOCIATION

13.1. 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, 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 Article.

13.2. Parking Areas and Storage Lockers. Each Unit Owner shall be responsible for his personal property located in a storage locker, the Parking Unit, if applicable, 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 or property stored in a storage locker), whether exclusive possession of any particular area shall be given to any Unit Owner for parking purposes, (ii) responsible for the security of such personal property or for any loss or damage thereto, or (iii) responsible for any violations of environmental laws which may arise out of a Unit Owner's use or misuse of a Parking Unit or a storage locker. Each Unit Owner shall hold very other Unit Owner and the Association harmless from any liability for loss or damage to property of such Unit Owner located in either in the Parking Area or in a storage locker and for any violation of any environmental law arising out of such Unit Owner's placement or storage of any property in a parking Unit or storage locker or out of any misuse of a storage locker of Parking Unit.

SECTION 14: AMENDMENT TO DECLARATION

14.1. Amendment. Until such time as the Unit Owners other than Declarant are entitled by law to elect directors of the Association, the Declaration may be amended solely by the Declarant without the consent of any other party. Thereafter, this Declaration may be amended by the written 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 provided that any amendment which affects the Commercial Units must be approved by Commercial Unit Owners having at least sixty-seven per cent (67%) of the vote of all Commercial Unit Owners in addition to the sixty-seven per cent (67%) of the votes of all the Unit Owners; provided further that any

amendment which affects the Parking Units must be approved by Parking Unit Owners having at least sixty-seven per cent (67%) of the vote of all Parking Unit Owners in addition to the sixty-seven per cent (67%) of the votes of all the Unit Owners; and provided further that any amendment which affects the Penthouse Units or the roof must be approved by Penthouse Unit Owner having at least sixty-seven per cent (67%) of the vote of all Penthouse Unit Owners in addition to the sixty-seven percent(67%) of the votes of all the Unit Owners.

All Unit Owners whose Unit is subject to a Mortgage shall first obtain his or her Mortgagee's 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 or her 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.

14.2. 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 any 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 14.2 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 15: TERMINATION OF CONDOMINIUM

15.1. 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 or her 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 16: ADDITIONAL PROVISIONS

16.1. 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. The Association agrees to cooperate with the Owners of Commercial Units in complying with the Association's obligations under this Declaration so as to enable any tenant of a Commercial Unit the full benefits of occupancy of the Commercial Unit subject to the tenancy.

16.2. 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.

16.3. 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.

16.4. 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.

16.5. 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.

16.6. 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.

16.7. Registered Agent. The registered agent for service of process shall be Robert M. Joseph, whose address is 1661 North Water Street, Suite 509, Milwaukee, Wisconsin 53202 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.

16.8. Declarant's Rights Assignable. The rights of the Declarant hereunder are assignable.

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

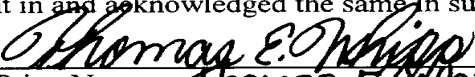
DECLARANT:

THE LOFTS ON BROADWAY, LLC

By: 
Robert M. Joseph, Managing Member

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

Personally came before me this 24th day of February, 2003, the above named Robert M. Joseph, as the Managing Member of The Lofts on Broadway, LLC, and to me known to be the person who executed the foregoing instrument in and acknowledged the same in such capacity.


Print Name: Thomas E. Whipp
Notary Public, State of Wisconsin
My commission: is permanent

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

Thomas E. Whipp
Domnitz, Mawicke & Goisman, S.C.
1509 North Prospect Avenue
Milwaukee, Wisconsin 53202

EXHIBIT A

Lots 1 and 2, in Block 35, in Plat of Milwaukee East of the River, in the Southwest Fractional 1/4 of Section 28, Town 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

Tax Key No. 392-0965-6

REEL

5526

IMAGE

1060

EXHIBIT B

See following pages for Condominium Plat.

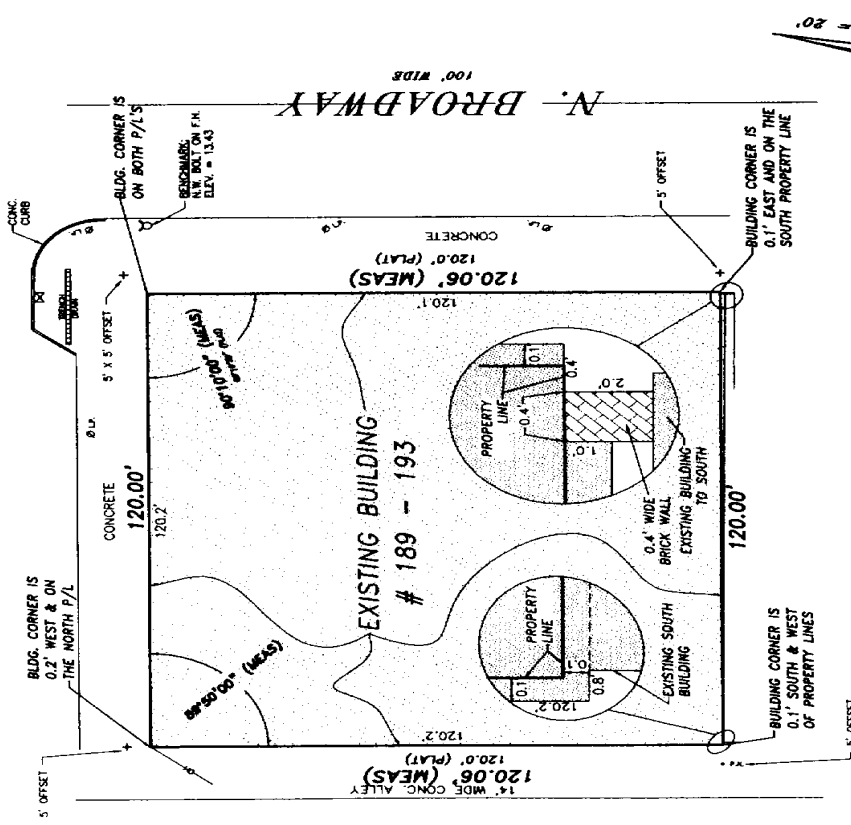
REEL

5526

IMAGE

1061

E. CHICAGO ST.
80' WIDE



SCALE 1" = 20'

THE LOFTS ON BROADWAY CONDOMINIUM

LOT 1 AND 2, MAKE 34, PART OF BELLEVUE, BEING A PART OF THE
SOUTHWEST 1/4, SECTION 18, TOWN 7, RANGE 12 EAST, IN THE
CITY OF BELLEVUE, BELLEVUE COUNTY, WISCONSIN.

I, MARK D. NESKOOD, BEING A LICENSED LAND SURVEYOR, DO HEREBY
CERTIFY THAT THE PART OF LOTS 1 AND 2, MAKE 34, PART OF THE
SOUTHWEST 1/4, SECTION 18, TOWN 7, RANGE 12 EAST, IN THE
CITY OF BELLEVUE, BELLEVUE COUNTY, WISCONSIN, AS THE IDENTIFICATION OF
THESE LOTS AND CURRENT EASEMENTS SET OUT HEREIN ARE TRUE AND CORRECT.

Mark D. Neskoood
MARK D. NESKOOD
WISCONSIN LICENSED LAND SURVEYOR
5-1987



- LEGEND
- + - CHISELED CROSS - SET
 - PK - P.K. NAIL - SET
 - M - WATER VALVE
 - ⊕ - LIGHT POLE
 - ⊗ - FIRE HYDRANT
 - OVERHEAD WIRES

SEE SHEETS 2-6 FOR COMMON AND LIMITED COMMON ELEMENTS

ENCLOSURE
ASSOCIATES, INC.
5417 North 11th Street, Milwaukee, WI 53226
(414) 481-4800
(414) 814-4800 FAX
DRAUGHTSMAN: DRG/DRG

SHEET 1 OF 8

THIS INSTRUMENT WAS DRAFTED BY MARK D. NESKOOD, R.L.S.

THE LOFTS ON BROADWAY CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

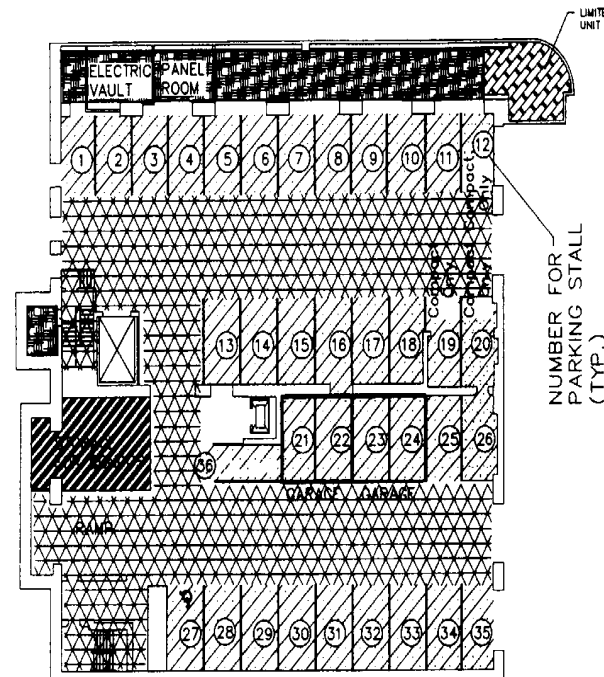


MARK D. NESGOOD
WISCONSIN REGISTERED LAND SURVEYOR
S-1967

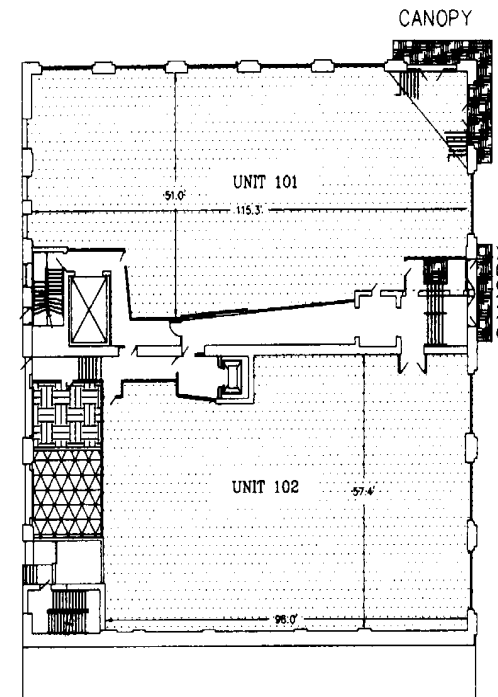
McCLURE ENGINEERING ASSOCIATES, INC.
5417 North 118th Court, Milwaukee, WI 53226
(414) 816-4880 PROJECT NO. 08-15-08-108
(414) 816-4885 (FAX) DRAWING: 08100PLOWD

DIMENSIONS SHOWN ARE APPROXIMATE

- DENOTES UNITS
- DENOTES LIMITED COMMON ELEMENTS FOR RESIDENTIAL AND PENTHOUSE UNITS
- DENOTES PARKING UNITS
- DENOTES GENERAL COMMON ELEMENTS
- DENOTES LIMITED COMMON ELEMENTS FOR RESIDENTIAL UNITS
- DENOTES LIMITED COMMON ELEMENTS FOR PARKING UNITS
- DENOTES LIMITED COMMON ELEMENTS FOR COMMERCIAL UNITS



BASEMENT FLOOR
DETAIL



FIRST FLOOR
DETAIL

THIS INSTRUMENT WAS DRAFTED BY MARK D. NESGOOD, R.L.S.

SHEET 2 OF 6

THE LOFTS ON BROADWAY CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

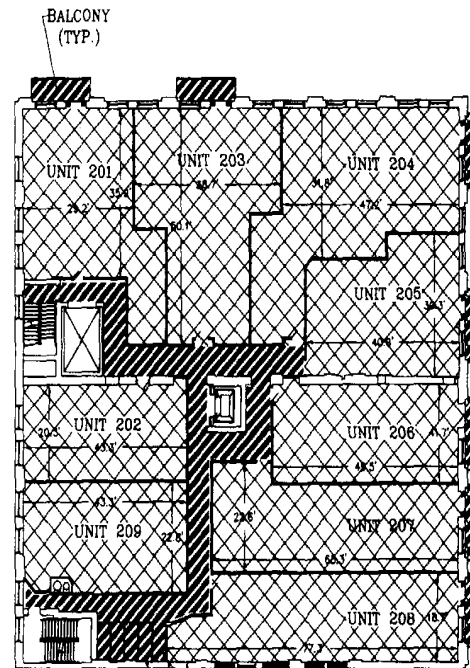
Mark D. Nesgood 2/28/03
MARK D. NESGOOD
WISCONSIN REGISTERED LAND SURVEYOR
S-1887

**McCLURE
ENGINEERING
ASSOCIATES, INC.**
5417 North 11th Court, Milwaukee, WI 53222
(414) 978-4880 PROJECT NO. 08-13-08-108
(414) 978-4888 FAX DRAWING: 0810602.DWG
DIMENSIONS SHOWN ARE APPROXIMATE

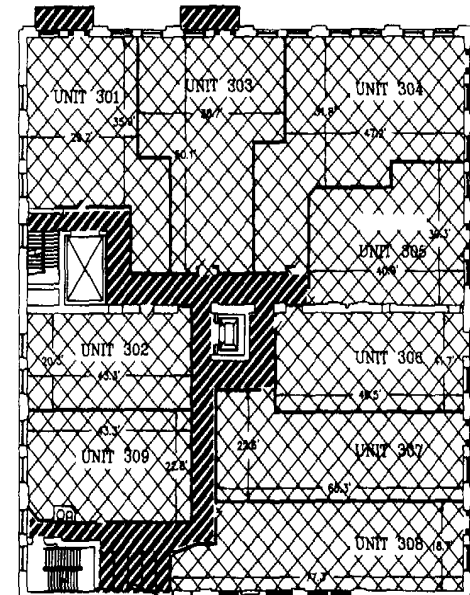
-  - DENOTES LIMITED COMMON ELEMENTS FOR RESIDENTIAL UNITS
-  - DENOTES LIMITED COMMON ELEMENTS FOR RESIDENTIAL AND PENTHOUSE UNITS
-  - DENOTES UNITS

NOTE:

EACH STORAGE AREA IS A LIMITED COMMON ELEMENT OF THE UNIT WHOSE NUMBER CORRESPONDS TO THE NUMBER ASSIGNED TO THE STORAGE AREA ON THIS PLAN.



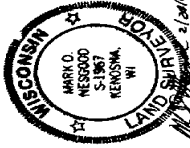
STORAGE AREA
MAINTENANCE ROOM
**SECOND FLOOR
DETAIL**



STORAGE AREA
**THIRD FLOOR
DETAIL**

THE LOFTS ON BROADWAY CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



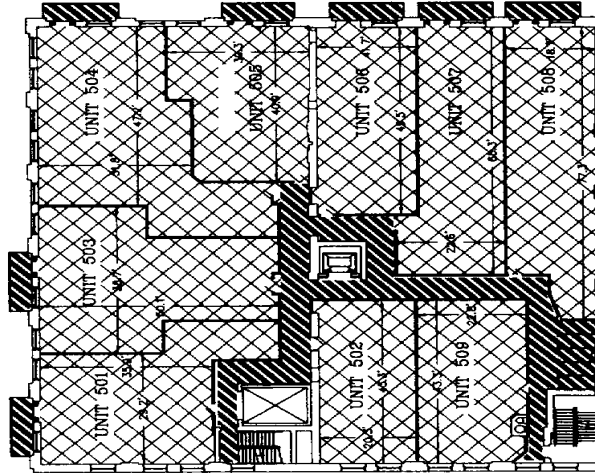
MARK O. NESWOOD
STATE OF WISCONSIN
NOTARY PUBLIC
S-1967

MACCLURE ENGINEERING ASSOCIATES, INC.
5417 North 11th Court, Milwaukee, WI 53226
(414) 441-4400
(414) 441-4401 FAX
DIMENSIONS SHOWN ARE APPROXIMATE

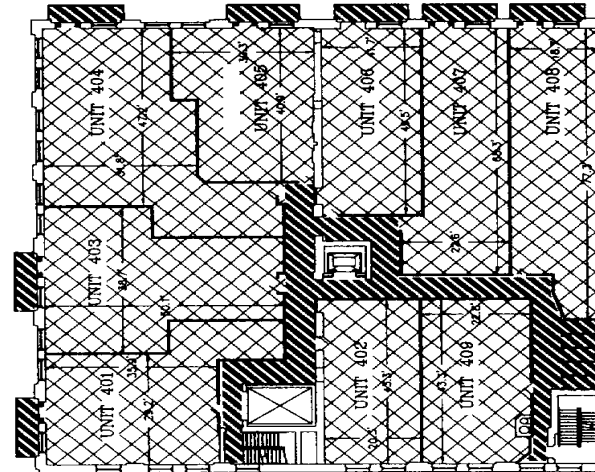
- DENOTES LIMITED COMMON ELEMENTS FOR RESIDENTIAL UNITS
- DENOTES LIMITED COMMON ELEMENTS FOR RESIDENTIAL AND PENTHOUSE UNITS
- DENOTES UNITS

NOTE:

EACH STORAGE AREA IS A LIMITED COMMON ELEMENT OF THE UNIT WHOSE NUMBER CORRESPONDS TO THE NUMBER ASSIGNED TO THE STORAGE AREA ON THIS PLAN.



FIFTH FLOOR
DETAIL



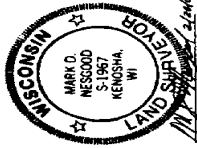
FOURTH FLOOR
DETAIL

THIS INSTRUMENT WAS DRAFTED BY MARK O. NESWOOD, R.L.S.

SHEET 4 OF 6

THE LOFTS ON BROADWAY CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.



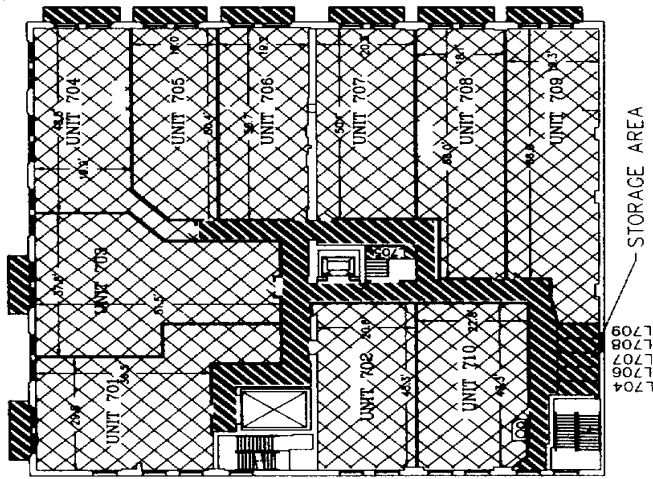
MARK D. MESGOOD
NOTARY PUBLIC
STATE OF WISCONSIN
COMMISSION EXPIRES 5-1-18

MACLINE ENGINEERING
MACLINE ASSOCIATES, INC.
5417 North 11th Court, Milwaukee, WI 53228
(414) 481-4444 FAX (414) 481-4444
DIMENSIONS SHOWN ARE APPROXIMATE

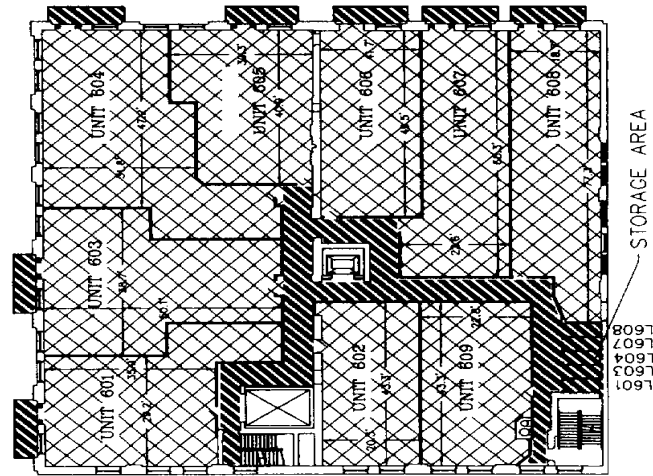
- DENOTES LIMITED COMMON ELEMENTS FOR RESIDENTIAL UNITS
- DENOTES LIMITED COMMON ELEMENTS FOR RESIDENTIAL AND PROFESSIONAL UNITS
- DENOTES UNITS

NOTE

EACH STORAGE AREA IS A LIMITED COMMON ELEMENT OF THE UNIT WHOSE NUMBER CORRESPONDS TO THE NUMBER ASSIGNED TO THE STORAGE AREA ON THIS PLAN.



SIXTH FLOOR
DETAIL



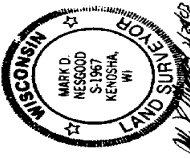
SEVENTH FLOOR
DETAIL

THIS INSTRUMENT WAS DRAFTED BY MARK D. MESGOOD, R.L.S.

SHEET 5 OF 6

THE LOFTS ON BROADWAY CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



MARK D. NESWOOD
PROFESSIONAL REGISTERED LAND SURVEYOR
S-187

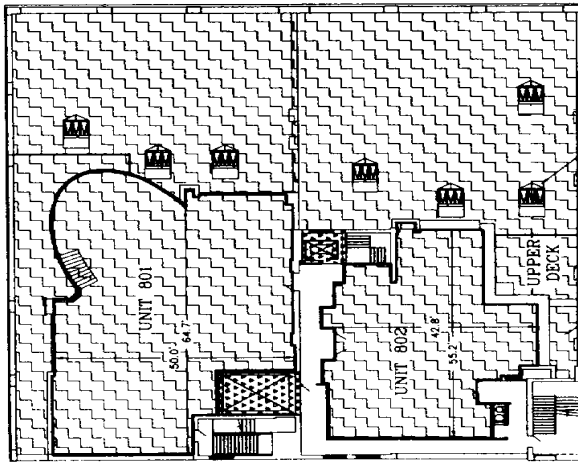
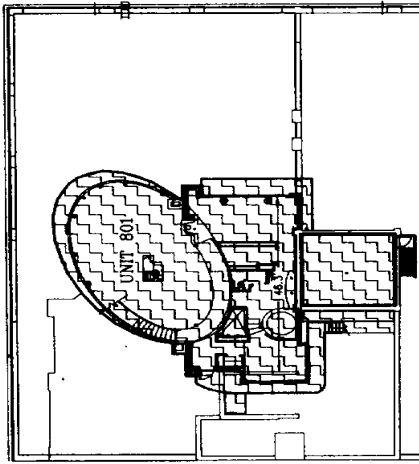
**MACCLINE
ENGINEERING
ASSOCIATES, INC.**
5417 North 11th Court, Milwaukee, WI 53226
(414) 676-6480
(414) 676-6485 FAX
DIMENSIONS SHOWN ARE APPROXIMATE

- DENOTES UNITS
- DENOTES LIMITED COMMON ELEMENTS FOR PENTHOUSE UNITS
- DENOTES LIMITED COMMON ELEMENTS FOR RESIDENTIAL AND PENTHOUSE UNITS

NOTE

- 1) PENTHOUSE UNITS ON THE ROOF LEVEL INCLUDED ONLY THE AIR RIGHTS ABOVE THE ROOF AND BASEMENT RIGHTS ON AND OVER ROOF AS PROVIDED IN THE DECLARATION.
- 2) BUILDING WALL ARE SHOWN ON SECOND LEVEL. PENTHOUSE DRAWING AS REFERENCE POINTS. THERE ARE NO COMMON AREAS ON THE SECOND PENTHOUSE LEVEL.

SHEET 6 OF 6



SKY LIGHT (TYP)

UPPER DECK

LOWER DECK

PENTHOUSE DETAIL

SECOND LEVEL PENTHOUSE DETAIL

THIS INSTRUMENT WAS DRAFTED BY MARK D. NESWOOD, R.L.S.

REEL 5526

IMAGE 1067

EXHIBIT C

ALLOCATED INTERESTS
(EXPRESSED PERCENTAGE)

Unit Numbers	Allocated Interest as a Percentage
1	0.10
2	0.10
3	0.10
4	0.10
5	0.10
6	0.10
7	0.10
8	0.10
9	0.10
10	0.10
11	0.10
12	0.10
13	0.10
14	0.10
15	0.10
16	0.10
17	0.10
18	0.10
19	0.10
20	0.10
21	0.10
22	0.10
23	0.10
24	0.10
25	0.10
26	0.10
27	0.10
28	0.10
29	0.10
30	0.10
31	0.10
32	0.10
33	0.10
34	0.10
35	0.10
36	0.10

REEL 5526
IMAGE 1068

FAINT TYPE

EXHIBIT C
ALLOCATED INTERESTS

Unit Numbers	Allocated Interest as a Percentage
#101	2.99
#102	3.01
#201	1.50
#202	1.09
#203	1.81
#204	2.05
#205	1.34
#206	1.23
#207	1.45
#208	1.59
#209	1.15
#301	1.50
#302	1.09
#303	1.81
#304	2.05
#305	1.34
#306	1.23
#307	1.45
#308	1.59
#309	1.15
#401	1.50
#402	1.09
#403	1.81
#404	2.05
#405	1.34
#406	1.23
#407	1.45
#408	1.59
#409	1.15
#501	1.50
#502	1.09
#503	1.81
#504	2.05
#505	1.34
#506	1.23
#507	1.45
#508	1.59
#509	1.15
#601	1.50
#602	1.09
#603	1.81
#604	2.05
#605	1.34
#606	1.23
#607	1.45

FAINT TYPE

REEL 5526
IMAGE 1069

EXHIBIT C
ALLOCATED INTERESTS

Unit Numbers	Allocated Interest as a Percentage
#608	1.59
#609	1.15
#701	1.50
#702	1.09
#703	1.81
#704	1.84
#705	1.64
#706	1.78
#707	1.94
#708	2.05
#709	2.36
#710	1.15
#801	4.76
#802	2.43

REEL 5526
IMAGE 1070

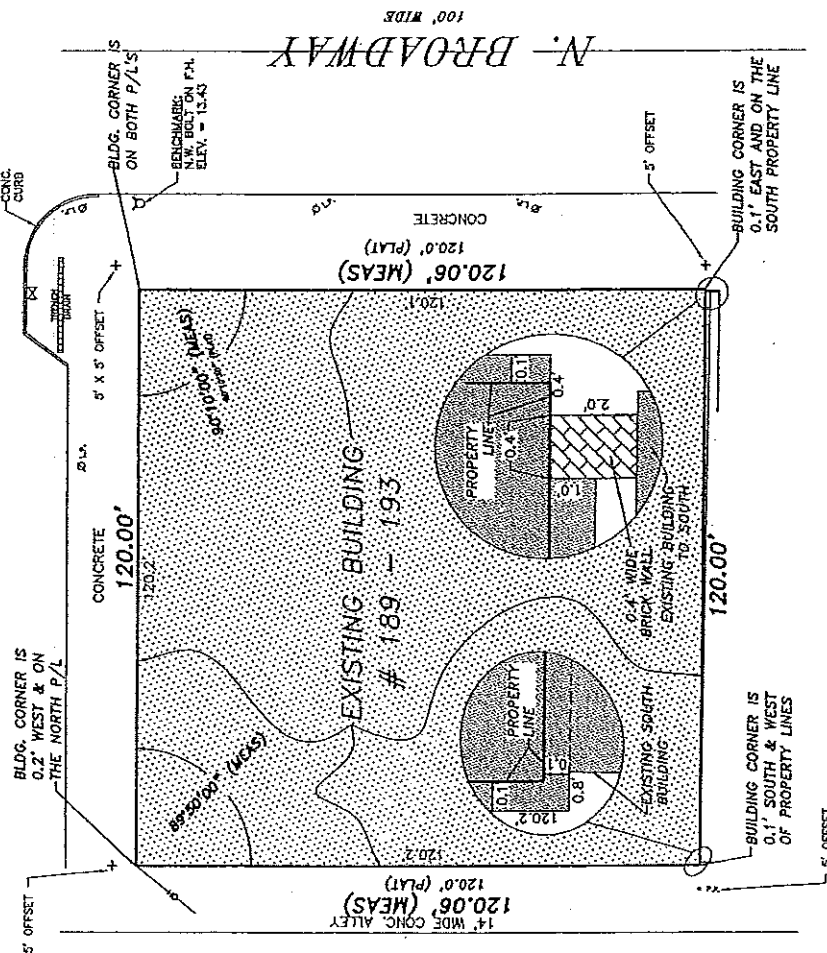
~~FAINT TYPE~~

EXHIBIT A

Lots 1 and 2, in Block 35, in Plat of Milwaukee East of the River, in the Southwest Fractional 1/4 of Section 28, Town 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

Tax Key No. 392-0965-6

E. CHICAGO ST.

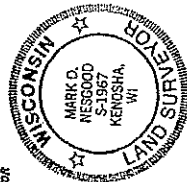


THE LOFTS ON BROADWAY CONDOMINIUM

LOT 1 AND 2, BLOCK 35, PLAT OF MEADOWS, BEING A PART OF THE SOUTHWEST 1/4, SECTION 22, TOWN 7 NORTH, RANGE 12 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

MARK D. NESGROD, BEING A WISCONSIN REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT OF THE PLAT OF BROADWAY CONDOMINIUM IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AS THE IDENTIFICATION OF EACH UNIT AND COMMON ELEMENTS CAN BE DETERMINED FROM THIS PLAT.

Mark D. Nesgrod
MARK D. NESGROD
WISCONSIN REGISTERED LAND SURVEYOR
5-1987



- LEGEND
- + -- CHISELED CROSS -- SET
 - P.K. -- P.K. NAIL -- SET
 - W -- WATER VALVE
 - L -- LIGHT POLE
 - F -- FIRE HYDRANT
 - — — — — OVERHEAD WIRES

THE STREETS 2-6 FOR COMMON AND LIMITED COMMON ELEMENTS

SCALE 1" = 20'

THIS INSTRUMENT WAS DRAFTED BY MARK D. NESGROD, R.L.S.

SHEET 1 OF 3

McCLUNE ENGINEERING ASSOCIATES, INC.
5417 North 11th Court, Milwaukee, WI 53225
(414) 870-4880 PROJECT NO. 08-13-05-100
(414) 678-4886 FAX (414) 678-4886

EXHIBIT B

See following pages for Condominium Plat.

THE LOFTS ON BROADWAY CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

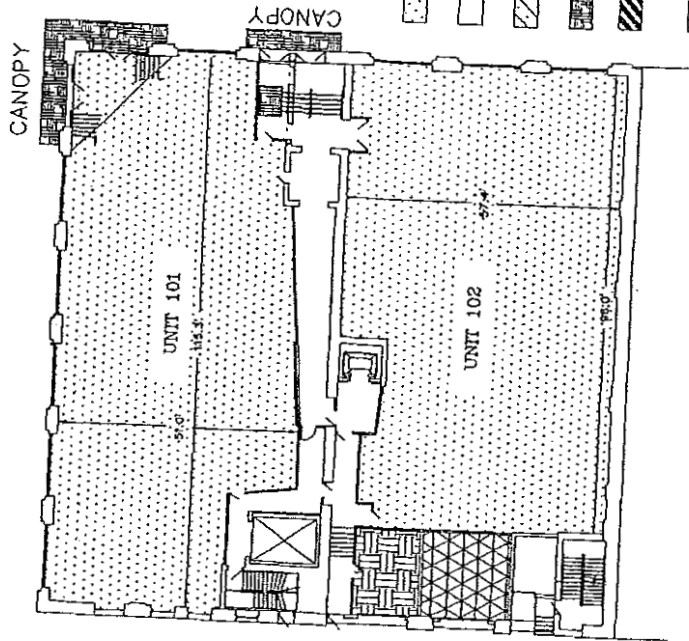


MARK D. NESGOOD
S-1967
KENOSHA, WI
WISCONSIN ASSOCIATED LAND SURVEYOR
5-1987

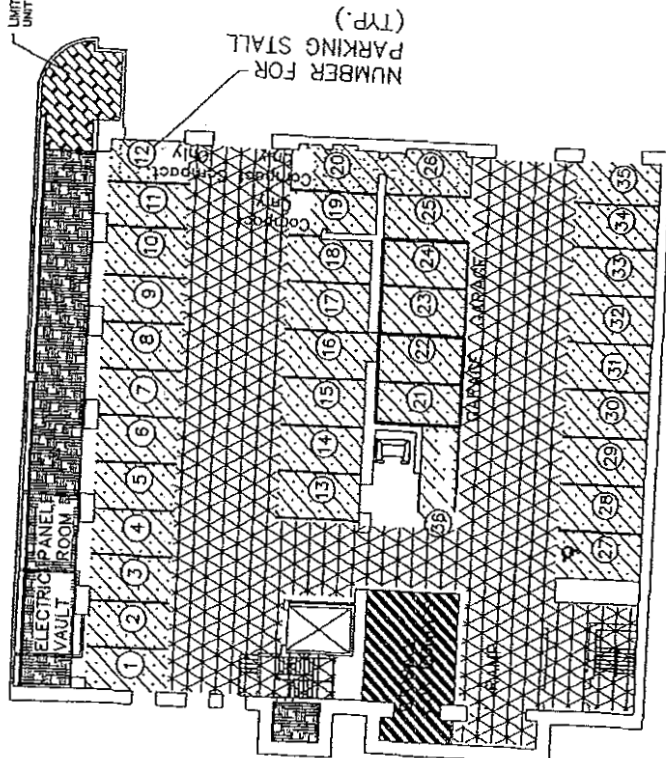
**McCLURE
ENGINEERING
& ASSOCIATES, INC.**
8411 North 10th Street, Milwaukee, WI 53226
(414) 415-4033
(414) 810-8033 FAX
DIMENSIONS SHOWN ARE APPROXIMATE

- DENOTES UNITS
- DENOTES LIMITED COMMON ELEMENTS FOR RESIDENTIAL AND PENTHOUSE UNITS
- DENOTES PARKING UNITS
- DENOTES GENERAL COMMON ELEMENTS
- DENOTES LIMITED COMMON ELEMENTS FOR RESIDENTIAL UNITS
- DENOTES LIMITED COMMON ELEMENTS FOR PARKING UNITS
- DENOTES LIMITED COMMON ELEMENTS FOR COMMERCIAL UNITS

SHEET 2 OF 6



FIRST FLOOR
DETAIL



BASEMENT FLOOR
DETAIL

THIS INSTRUMENT WAS DRAFTED BY MARK D. NESGOOD, R.L.S.

THE LOFTS ON BROADWAY CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

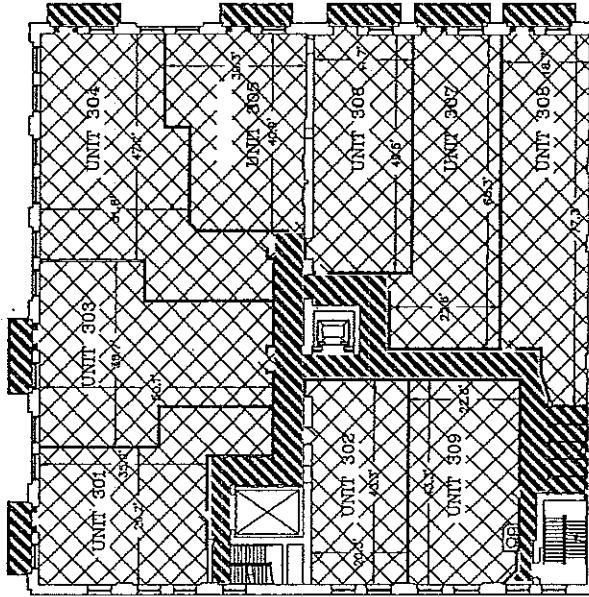
Mark D. Nescood 2/14/03
MARK D. NESCOOD
WISCONSIN REGISTERED LAND SURVEYOR
5-1887

**McCLURE
ENGINEERING**
ASSOCIATES, INC.
5417 North Elm Court, Milwaukee, WI 53222
(414) 437-1100 FAX (414) 437-1101
DIMENSIONS SHOWN ARE APPROXIMATE

-  - DENOTES LIMITED COMMON ELEMENTS FOR RESIDENTIAL UNITS
-  - DENOTES LIMITED COMMON ELEMENTS FOR RESIDENTIAL AND PENTHOUSE UNITS
-  - DENOTES UNITS

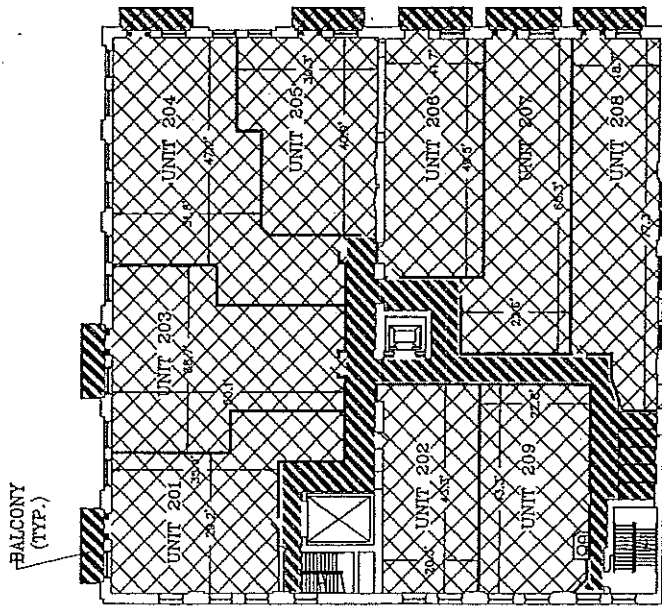
NOTE:

EACH STORAGE AREA IS A LIMITED COMMON ELEMENT OF THE UNIT WHOSE NUMBER IS SHOWN NEXT TO THE STORAGE AREA ON THIS PLAN.



STORAGE AREA

THIRD FLOOR DETAIL



MAINTENANCE ROOM

STORAGE AREA

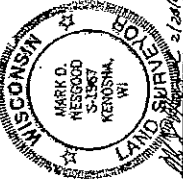
SECOND FLOOR DETAIL

THIS INSTRUMENT WAS DRAFTED BY MARK D. NESCOOD, R.L.S.

SHEET 3 OF 6

THE LOFTS ON BROADWAY CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



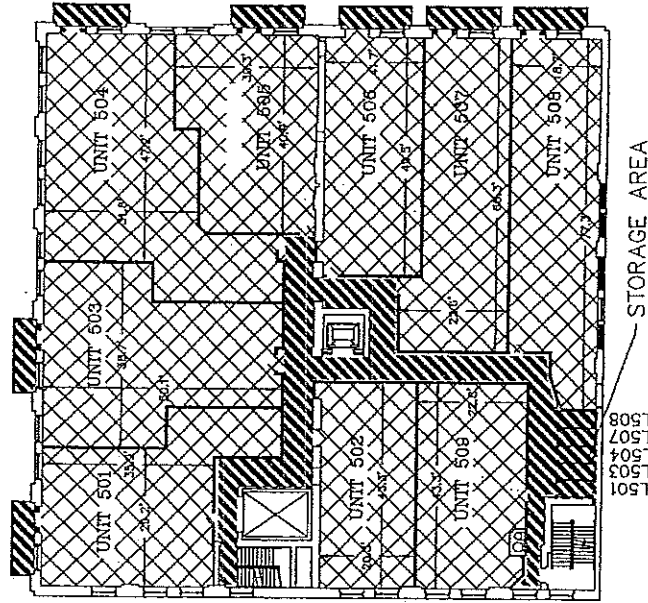
MARK D. HESGOOD
WISCONSIN REGISTERED LAND SURVEYOR
2-1967

**McCLURE
ENGINEERING
ASSOCIATES, INC.**
2417 NORTH LINCOLN COLLEGE LANE
MILWAUKEE, WI 53215
(414) 816-4800 PROJECT NO. 08-1824-108
(414) 816-4802 (FAX) DRAWING: 080221003
DIMENSIONS SHOWN ARE APPROXIMATE

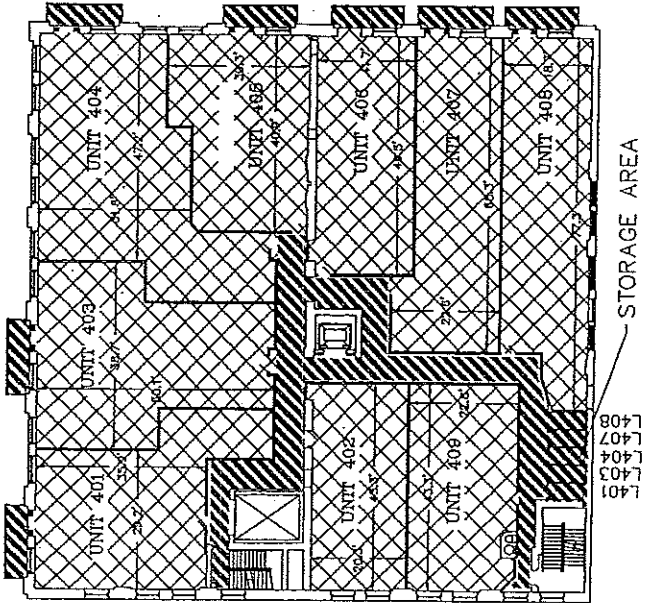
- DENOTES LIMITED COMMON ELEMENTS FOR RESIDENTIAL UNITS
- DENOTES LIMITED COMMON ELEMENTS FOR RESIDENTIAL AND PENTHOUSE UNITS
- DENOTES UNITS

NOTE:

EACH STORAGE AREA IS A LIMITED COMMON ELEMENT OF THE CONDOMINIUM. THE NUMBER CORRESPONDING TO THE NUMBER ASSIGNED TO THE STORAGE AREA ON THIS PLAN.



FIFTH FLOOR
DETAIL



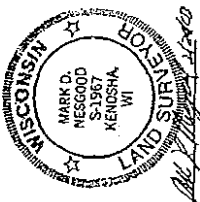
FOURTH FLOOR
DETAIL

THIS INSTRUMENT WAS DRAFTED BY MARK D. HESGOOD, R.L.S.

SHEET 4 OF 6

THE LOFTS ON BROADWAY CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



MARK D. NESGOOD
5-1887
WISCONSIN REGISTERED LAND SURVEYOR

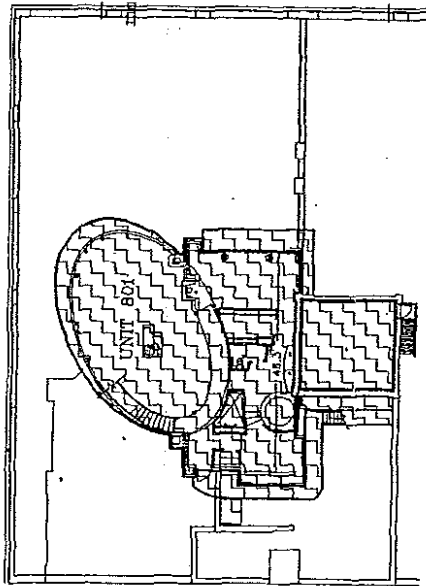
**MACCLURE
ENGINEERING
ASSOCIATES, INC.**
5417 North 11th Street, Milwaukee, WI 53222
(414) 481-4800
PROJECT NO. 06-16-05-108
(14) 016-000 (P) 03 DRAWING 061602P-010
DIMENSIONS SHOWN ARE APPROXIMATE

- DENOTES UNIT
- DENOTES LIMITED COMMON ELEMENTS FOR PENTHOUSE UNITS
- DENOTES LIMITED COMMON ELEMENTS FOR RESIDENTIAL AND PENTHOUSE UNITS

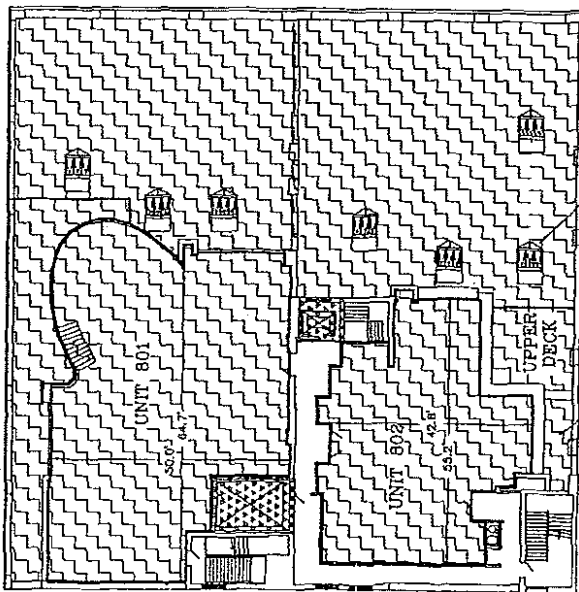
NOTE:

- 1) PENTHOUSE UNITS ON THE ROOF LEVEL INCLUDED ONLY THE AIR RIGHTS ABOVE THE ROOF AND EASEMENT RIGHTS ON AND OVER ROOF AS PROVIDED IN THE DECLARATION.
- 2) BUILDING WALL ARE SHOWN ON SECOND LEVEL. PENTHOUSE DRAWING AS REFERENCE POINTS. THERE ARE NO COMMON AREAS ON THE SECOND PENTHOUSE LEVEL.

SHEET 6 OF 6



SECOND LEVEL PENTHOUSE
DETAIL

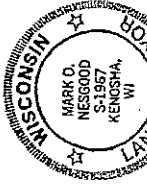


PENTHOUSE
DETAIL

THIS INSTRUMENT WAS DRAFTED BY MARK D. NESGOOD, R.L.S.

THE LOFTS ON BROADWAY CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



MARK D. NESGOOD
NOTARY PUBLIC, STATE OF WISCONSIN
COMMISSION EXPIRES 12/31/2007

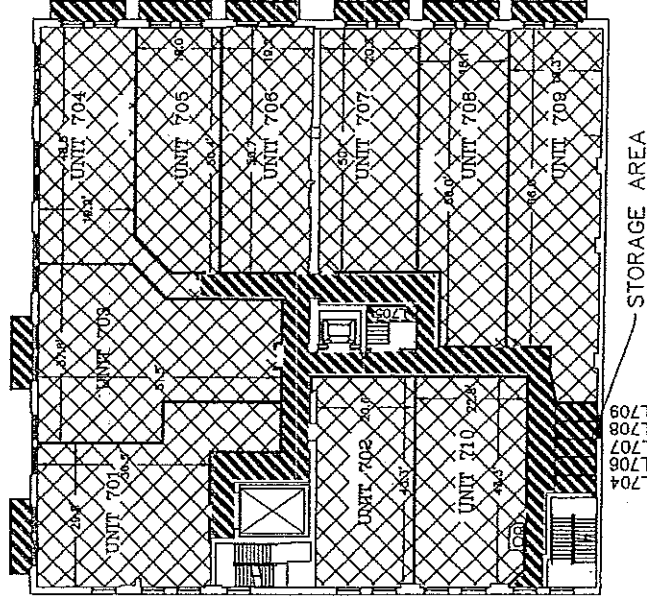


M.E. McCLURE ENGINEERING, INC.
6417 North 118th Court, Milwaukee, WI 53223
(414) 616-4000 PROJECT NO. 06-10-0108
(414) 616-4005 (FAX) DRAWING: 06060.FLNG
DIMENSIONS SHOWN ARE APPROXIMATE

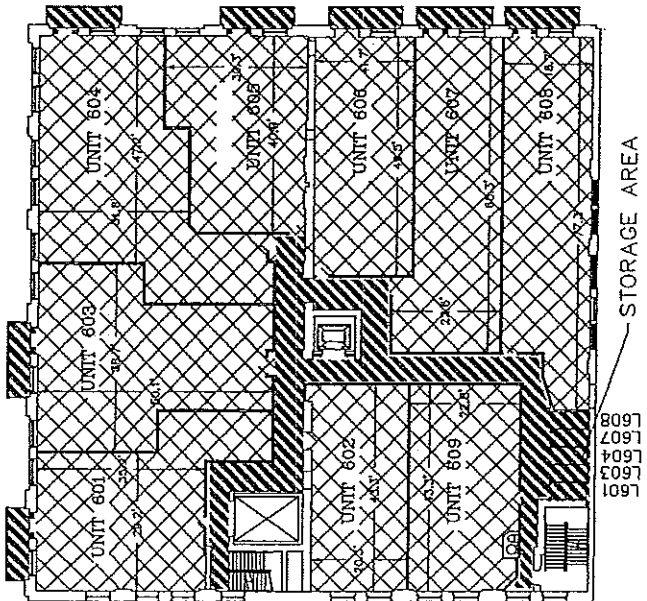
- DENOTES LIMITED COMMON ELEMENTS FOR RESIDENTIAL UNITS
- DENOTES LIMITED COMMON ELEMENTS FOR RESIDENTIAL AND PENTHOUSE UNITS
- DENOTES UNITS

NOTE:

EACH STORAGE AREA IS A LIMITED COMMON ELEMENT OF THE UNIT WHICH CORRESPONDS TO THE NUMBER ASSIGNED TO THE STORAGE AREA ON THIS PLAN.



SIXTH FLOOR
DETAIL



SEVENTH FLOOR
DETAIL

THIS INSTRUMENT WAS DRAFTED BY MARK D. NESGOOD, R.L.S.

SHEET 5 OF 6

EXHIBIT C

ALLOCATED INTERESTS
(EXPRESSED PERCENTAGE)

Unit Numbers	Allocated Interest as a Percentage
1	0.10
2	0.10
3	0.10
4	0.10
5	0.10
6	0.10
7	0.10
8	0.10
9	0.10
10	0.10
11	0.10
12	0.10
13	0.10
14	0.10
15	0.10
16	0.10
17	0.10
18	0.10
19	0.10
20	0.10
21	0.10
22	0.10
23	0.10
24	0.10
25	0.10
26	0.10
27	0.10
28	0.10
29	0.10
30	0.10
31	0.10
32	0.10
33	0.10
34	0.10
35	0.10
36	0.10

EXHIBIT C
ALLOCATED INTERESTS

Unit Numbers	Allocated Interest as a Percentage
#101	2.99
#102	3.01
#201	1.50
#202	1.09
#203	1.81
#204	2.05
#205	1.34
#206	1.23
#207	1.45
#208	1.59
#209	1.15
#301	1.50
#302	1.09
#303	1.81
#304	2.05
#305	1.34
#306	1.23
#307	1.45
#308	1.59
#309	1.15
#401	1.50
#402	1.09
#403	1.81
#404	2.05
#405	1.34
#406	1.23
#407	1.45
#408	1.59
#409	1.15
#501	1.50
#502	1.09
#503	1.81
#504	2.05
#505	1.34
#506	1.23
#507	1.45
#508	1.59
#509	1.15
#601	1.50
#602	1.09
#603	1.81
#604	2.05
#605	1.34
#606	1.23
#607	1.45

EXHIBIT C
ALLOCATED INTERESTS

Unit Numbers	Allocated Interest as a Percentage
#608	1.59
#609	1.15
#701	1.50
#702	1.09
#703	1.81
#704	1.84
#705	1.64
#706	1.78
#707	1.94
#708	2.05
#709	2.36
#710	1.15
#801	4.76
#802	2.43