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DECLARATION

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DECLARATION OF CONDOMINIUM

OF

THE LANDING AT PARK SHORE CONDOMINIUMS

THIS DECLARATION is made and entered into by The Manor Apartments, LLC (the "Declarant"), pursuant to Chapter 703 of the Wisconsin Statutes, the Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the "Act").

WITNESSETH:

Declarant owns certain real property (the "Property"), described on Exhibit A appended hereto. Declarant has improved the Property by constructing thereon one (1) residential multi-family building (the "Building") containing a total of one hundred and forty-seven (147) residential dwelling units, together with certain other improvements in connection therewith. The Property, together with all buildings and improvements, is hereinafter called the "Condominium."

Declarant intends by this Declaration to submit the Property and improvements to the condominium form of ownership under the Act and further desires to establish, for its own benefit and that of all future owners and occupants of the Condominium, certain easements, rights, restrictions and obligations with respect to the ownership, use and maintenance of the Condominium on the terms and conditions hereinafter set forth.

The name of the Condominium shall be "The Landing at Park Shore Condominiums." The address of the Condominium is as set forth on attached Exhibit C.

This Declaration contemplates an "expandable condominium" as defined in Section 703.02(9) of the Wisconsin Statutes, which may include not more than an additional one hundred and fifty-one (151) residential dwelling units.

NOW, THEREFORE, Declarant, the fee owner of the Property, by this Declaration hereby (i) submits the Property and the improvements, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, recorded easements and restrictions, if any, and all other matters of record, to the condominium form of use and ownership as provided in the Act and this Declaration; (ii) establishes and imposes the following provisions, restrictions, conditions, easements and uses to which the Condominium may be put; and (iii) specifies that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding on Declarant, its successors and assigns, and all subsequent owners and occupants of all or any part of the Condominium.

ARTICLE I

DIVISION OF CONDOMINIUM INTO SEPARATE FREEHOLD ESTATES

Declarant divides the Condominium into the following separate freehold estates:

1. One hundred and forty-seven (147) separate freehold estates (collectively called the "Units" and individually called a "Unit"), consisting of the space or area of a Building contained within the boundaries of each such Unit as follows:

a. The upper parking level of the Building contains six Units; the first floor of the Building contains 31 Units; the second floor of the Building contains 36 Units; the third floor of the Building contains 38 Units; and the fourth floor of the Building contains 36 Units.

b. The perimeter boundaries shall be the interior undecorated surfaces of the perimeter walls of the Unit.

c. The lower and upper boundaries shall be: (i) lower boundary - the plane of the upper surface of the base level floor of the Unit; and (ii) upper boundary - the plane or planes of the interior undecorated ceiling of the Unit. If the ceiling in the Unit is of varying heights, the upper boundaries shall vary accordingly.

d. All windows, window frames, doors, including all glass and locks in windows and doors, shall be considered a part of the Unit.

e. Each Unit also includes all portions of the plumbing, heating, electric, natural gas, air conditioning, cable, telecommunications and other systems (including furnaces, compressors, components, pipes, wires, conduits, ducts, utility meters, and the like) serving only that Unit even if located partially outside the boundaries of the Unit.

In interpreting deeds, plats, and plans, the actual and existing physical boundaries of each Unit as originally constructed, or as reconstructed substantially in accordance with the original plats and plans, shall be conclusively presumed to be its boundaries rather than the metes or bounds or other property description expressed in any deed, plat, plan or floor plans, regardless of settling or lateral movement of the building in which the Unit was located, and regardless of minor variance between the actual boundaries and the boundaries shown on the plat and plans or described in a deed.

2. A freehold estate in the "Common Elements" of the Condominium as hereinafter described.

3. The Building is constructed on an underground parking structure.

ARTICLE II

DESCRIPTION AND LOCATION OF THE BUILDING AND UNITS

The Building and other improvements located or to be located on the Property are shown on the site map and survey appended hereto as Exhibit B.

The respective addresses of the Units are described on Exhibit C appended hereto.

The Units, their respective designations and locations within the Building located or to be located on the Property and the Common Elements to which the Units have access are shown on the Floor plans of the Condominium appended hereto as Exhibit D.

Each Unit shall be separately metered for electricity. Boilers to heat hot water, the water source heat pump system, natural gas, sewer and water, private road, driveway, and underground parking structure maintenance, trash and snow management, general landscaping and maintenance shall be common expenses of the Condominium.

ARTICLE III

DESCRIPTION OF COMMON ELEMENTS AND GENERAL COMMON ELEMENTS

The Common Elements shall consist of all of the Condominium improvements, areas, fixtures, equipment and facilities except the individual Units. The Common Elements are divided into different types, known as the General Common Elements and the Limited Common Elements. The General Common Elements shall consist of all of the Common Elements, except the Limited Common Elements as described below.

ARTICLE IV

DESCRIPTION OF LIMITED COMMON ELEMENTS

The Limited Common Elements are reserved for the exclusive use of the owner or occupant of the Unit to which they are appurtenant. The Limited Common Elements consist of the outside stoop, patio, porches, deck, or balcony, if any, immediately adjacent and appurtenant to each Unit to which it has access by a door from the Unit as shown on the floor plans appended hereto as Exhibit D, the storage lockers and the parking spaces in the underground parking structure as shown on Exhibit C appended hereto, and such portion of the Common Elements on which is located any

part of the air conditioning or heating system exclusively serving a particular Unit or Units. No Limited Common Element may be leased, sold or otherwise transferred.

ARTICLE V

PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS

1. Ownership. The ownership of each Unit shall include an undivided percentage interest in the Common Elements as set forth on Exhibit C attached hereto.

2. Sharing of Expenses and Surpluses. The common surpluses and expenses of the Condominium relating to the Common Elements shall be shared among the owners of the Units for which the City of St. Francis has issued an occupancy permit in proportion to each Unit owner's percentage ownership interest in the Common Elements as set forth on Exhibit C attached hereto.

3. Use of Surpluses. All common surpluses of the Condominium for each fiscal year of the Association shall be credited to the reserves or replacement funds for common expenses of the Condominium for the next succeeding fiscal year or years.

ARTICLE VI

ASSOCIATION OF UNIT OWNERS

1. Administration. The Condominium shall be administered by a non-profit corporation known as The Landing at Park Shore Condominiums Owners Association, Inc. (the "Association"). The Association shall be governed by a Board of Directors (the "Board of Directors"). The Board of Directors shall adopt Bylaws and Rules and Regulations in furtherance thereof.

2. Membership and Voting. Each Unit owner shall be a member of the Association. One (1) vote shall appertain to each Unit. Membership shall commence and terminate with ownership. The manner of sharing and casting ballots shall be set forth in the Bylaws.

3. Declarant Control. Prior to the conveyance by Declarant of twenty-five percent (25%) of the undivided interest in the Common Elements to purchasers, the Association shall hold a meeting and the Unit owners other than the Declarant shall elect at least thirty-three and one-third percent (33⅓%) of the Board of Directors.

4. Association Management. Subject to Article XII, the Board of Directors may employ a professional property manager, management company or managing agent on a salaried basis with such experience and qualifications and on such terms and conditions as may be acceptable to the Board of Directors. Any such agreement must be terminable without fee upon no more than ninety (90) days notice and the term thereof may not exceed three (3) years.

5. Condominium Instruments. The Association shall make available to Unit owners and to holders, insurers or guarantors of any mortgage of a Unit, current copies of this Declaration, the Bylaws, Rules and Regulations and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances. "Mortgage" as used in this Declaration includes a land contract for a Unit.

6. Audit. The holders of any first mortgage shall be entitled, upon written request, to an audited financial statement for the immediately preceding fiscal year of the Association prepared at the expense of such mortgagee. Such financial statement shall be furnished within a reasonable time following such request. If following any expansion, the Condominium contains more than 50 Units, such audit shall be at the Association's expense. A "first mortgage" is one which is entitled to priority over all other mortgages for such Unit, without regard to other liens and encumbrances.

7. Easements. The Association shall have the right to grant permits, licenses and easements over the Common Elements for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium, on such terms and conditions as the Board of Directors may deem advisable.

8. Services. The Association, acting through the Board of Directors, may, at its sole discretion, arrange for or provide services to Owners and their Units, directly or through contracts with the Declarant or other third parties, including service agreements by which a particular service is provided to all Units as a Common Expense, or service contracts offering services at the option of each Owner with the charges for such service being a specific charge to the Unit Owner, or a specific assessment against the Owner's Unit, or both. Such services may include, but are not limited to, such things as cable television, community technology, utilities, fire protection, security monitoring, pest control and concierge services. Any Association contract for services may require individual Owners or occupants to execute separate agreements directly with the persons providing components or services in order to gain access to or obtain specified services. Such contracts and agreements may contain terms and conditions as may be just, including provision for termination of services provided to such Unit. Any such termination shall not relieve the Owner of the continuing obligation to pay assessments for any portion of the charges for such service that are assessed against the Unit as a Common Expense. In its discretion, the Association may discontinue offering particular services and may modify or cancel existing contracts for services, subject to the contract terms and any provision that may exist elsewhere in the governing documents requiring the Association to provide such services.

9. Approvals. The Association, acting through the Board of Directors, may approve or disapprove any proposal submitted to it pursuant to this Declaration, but shall apply one or more of the following criteria in considering any proposal and/or may apply any additional criteria as the Board of Directors deems prudent: (i) matters of access and convenience to other Units; (ii) requiring the written agreement of the owner of the Unit making the proposal to pay the costs of restoring Common Elements affected by such proposal to their prior physical condition upon the termination of such use; and (iii) requiring the owner of the Unit to agree, in writing, to pay a fair

and reasonable monthly charge to the Association for any encroachment on Common Elements resulting from the proposal. The Board of Directors may, at its discretion, impose further conditions upon its consent to any proposal as it deems appropriate. Approval of a proposal shall be deemed given if the Association president (i) indicates in writing or (ii) fails to respond within 60 days following the Unit owner's written submission of a proposal unless prior to the expiration of such period, additional information is requested of the owner by the Board of Directors or the Board of Directors issues its written refusal.

10. Contribution Agreement. The Condominium is served by certain private storm water drainage and detention facilities and certain private sanitary sewer lift station and sewer line facilities which are not located on the Condominium Property (the "Storm and Sanitary Facilities"). The Storm and Sanitary Facilities are shared with other properties within the area adjacent to the Condominium. The owners of the properties sharing the Storm and Sanitary Facilities have entered into or will enter into a contribution agreement to (i) delegate the responsibilities for maintaining, repairing, and replacing the Storm and Sanitary Facilities, (ii) allocate the financial costs of such maintenance, repair, and replacement and (iii) provide for the payment of those financial costs (the "Contribution Agreement"). Pursuant to the Contribution Agreement, the Park Shore Waterfront Association, Inc., a Wisconsin non-stock, nonprofit corporation is responsible to perform any and all ordinary and necessary maintenance, repair, and replacement of the Storm and Sanitary Facilities and the owners of the Condominium Property are required to pay the Park Shore Waterfront Association, Inc. a proportionate share of the costs and expenses. The Condominium Property's proportionate share of such costs and expenses shall be common expenses of the Condominium. The Association shall make copies of the Contribution Agreement available to the Unit owners and mortgagees. The Association shall fulfill the obligations of the "Lot 3 Owner" as described in the Contribution Agreement.

ARTICLE VII

MAINTENANCE, ALTERATION AND IMPROVEMENT OF CONDOMINIUM

1. Unit Owner's Responsibility. The owner of each Unit shall: (a) maintain in good condition and repair and replace all of the components or installations within or used by the Unit, including but not limited to, all utility lines and installations, the heating and air conditioning systems for the Unit, fixtures, appliances, water heater, equipment, interior walls, partitions, flooring, ceilings, windows, window frames and doors, including all glass and locks in windows and doors; (b) paint and decorate the interior of the perimeter walls and all walls and surface areas within the Unit; (c) keep the patio, porch, deck, or balcony appurtenant to the Unit in a clean and neat condition; (d) keep and maintain in good and orderly condition its Limited Common Elements; and (e) repair and replace any portion of the Common Elements and Limited Common Elements damaged through the fault or negligence of such owner or such owner's family, guests or invitees or any other occupants of the Unit. Notwithstanding the above, repairs to the Common Elements and Limited Common Elements shall be effected by the Association but assessed to and paid for by the Unit owner if within this section.

All outside patios, porches, decks, and balconies shall be maintained, repaired, or, if necessary, reconstructed, by the Association. All costs and expenses of such maintenance, repairs and reconstruction shall be at the sole expense of the Unit owner and assessed by the Association to such Unit owner to which such Limited Common Element is appurtenant. All plans for such repairs, maintenance, or reconstruction, including painting or staining, shall be first submitted to the Association in the manner described in Article VI, Section 8. The Association shall have the right to restrict colors and materials used.

2. Association Responsibility. The Association shall maintain in good condition and repair, replace and operate all of the Common Elements, except as provided above.

3. Structural Changes by Owners. An owner of a Unit shall make no changes within such Unit that impair the structural integrity or lessen the support of any portion of the Condominium or create a nuisance substantially affecting the use and enjoyment of other Units or the Common Elements. Any owner of a Unit intending to remodel the interior of the Unit shall report their intentions to the Association prior to beginning any work so that the Association may inform the owners of adjacent Units.

4. Decorations; Signs; Patios, Porches, Decks, and Balconies. No Unit owner shall decorate or alter the Common Elements or change the exterior appearance of a Unit or any other portion of the Condominium without the permission of the Board of Directors. No owner of a Unit, except the Declarant, may erect, post or display posters, signs or advertising material on the Condominium Property, except that a Unit owner may place a standard temporary open house sign outside of the building during the open house of a Unit for sale or lease not exceeding 18" x 24." No awnings or enclosures shall be installed on patios, porches, decks, or balconies without the approval of the Board of Directors in accordance with Section 703.13(5m) of the Wisconsin Statutes. Fixed grills shall be allowed on patios on such terms and conditions as approved by the Board of Directors and all other grills must be covered. Patios, porches, decks, and balconies shall not be used for storage, including the storage of motorcycles, baby carriages, bicycles, wagons, etc. or for airing or drying of laundry, carpet, rugs or clothing.

5. Structural Changes by Association. Except as reserved to the Declarant, its successors and assigns, the Association shall not make or permit any alterations to the exterior of any Building or make any other substantial alterations or additions of a structural nature or otherwise to the Common Elements without the affirmative vote of two-thirds (2/3) of the Board of Directors. In no case shall any such alterations or additions prejudice the rights of any owner of a Unit unless his written consent has been obtained.

6. Architectural Control. The Board of Directors shall establish procedures for administering requests for permission to change Common Elements and Limited Common Elements, bird feeders, bird baths, or similar matters. Any committee therefor shall have at least three (3) members and shall consider the architectural harmony of the proposed action with the existing Condominium when arriving at any decision.

7. Combining of Units. If two or more adjoining Units are owned by the same person, the owner may remove all or any part of any common wall or create doorways or other openings in any common wall, even though all or a portion of the wall may be a common element, so long as:

a. no portion of any bearing wall or bearing column is weakened or removed; and

b. any shoots, flues, duct, conduits, wires, or other apparatus contained in the partition and serving any other part of the condominium are relocated by the owner in a manner acceptable to the Board; and

c. no portion of any Common Elements other than the partition are damaged, destroyed or endangered.

Alterations permitted by this Section do not constitute a relocation of Unit boundaries within the meaning of this Declaration. Any Units so combined shall continue to be treated as separate Units for the purposes of voting and liability for assessments under this Declaration.

8. Approved Contractors. The owner of each Unit shall cause any material maintenance of HVAC, plumbing, electrical or similar system, and any alteration or improvement of the Unit, to be performed and completed by an independent professional contractor approved by the Association. The Association shall maintain, and distribute on request, a roster of such approved contractors. The requirements of this section shall not extend to minor owner performed repairs and improvements such as painting, wallpapering and the like.

ARTICLE VIII

ASSESSMENTS

1. Liability; Late Payments. The Bylaws shall set forth the manner of making and collecting assessments against the Unit owners for common expenses of the Condominium. Regular assessments and special assessments not made for violations of the provisions of this Declaration, the Bylaws or Rules and Regulations shall be made on an annual basis but shall be due and payable in monthly installments as determined by the Board of Directors. Each Unit owner shall be liable for such fractional or percentage interest of the common expenses of the Condominium as is provided in Article V hereof. Any assessment or installment not paid when due shall be delinquent and the Unit owner may be charged interest on the unpaid assessment or installment, calculated from the date when the assessment or installment was first due until the date it is paid. The Board of Directors shall establish a uniform policy with regard to the number of days that must run following the due date for interest to be charged and shall establish the rate of interest to be charged on such unpaid assessments or installments. All payments upon account shall be first applied to the interest, if any, and then to the assessment payment first due.

2. Liens. If a Unit owner defaults in the payment of any assessment or installment, the Association shall take appropriate measures as provided by law in accordance with the Bylaws. The lien for unpaid assessments provided in the Act shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. In any foreclosure of a lien for assessments, the owner of a Unit subject to a lien shall be required to pay a reasonable rental for the Unit and the Association shall be entitled to the appointment of a receiver to collect the same. To the extent permitted by the Act, the lien provided therein and herein shall be subordinate to the lien of any first mortgage on a Unit.

3. Rights of Mortgagees. Any first mortgagee who obtains title to a Unit pursuant to remedies provided in the mortgage or foreclosure of the mortgage and any party purchasing the Unit in such a foreclosure shall not be liable for such Unit's unpaid installments of assessments which accrued prior to the acquisition of title to such Unit by such mortgagee or other party. The obligation of the former Unit owner to pay such assessment is not hereby extinguished.

4. Association Statements. The Association, upon ten (10) days request, shall provide a letter to the purchaser of any Unit which states the existence, if any, of outstanding general or special assessments against the owner of the Unit being sold; provided, however, that all Units conveyed by Declarant shall be deemed to be conveyed free from all such outstanding general or special assessments and no such letter shall be required or given as to such Units.

5. Initial Working Capital Fund. Each purchaser of a Unit shall advance an amount equal to two (2) months installments of the regular annual Association assessment, or such greater amount as is designated by the Board of Directors with notice of record, to the Association at the time of conveyance for the common expenses of the Association. Each advance shall be credited to such purchaser and shall be returned to such purchaser upon subsequent conveyance of the Unit and payment of a like advance by the subsequent purchaser. Amounts paid pursuant hereto are not to be considered as advance payments of installments of the regular assessments. Declarant shall advance a like amount for the purposes herein for each Unit which has been issued an occupancy permit by the City of St. Francis but is unsold at the end of sixty (60) days from the date of the issuance of the occupancy permit.

6. First Assessment. Regular assessments shall be levied and installments thereon shall commence being due and payable for each Unit on the date an occupancy permit is issued for the Unit by the City of St. Francis; provided the monthly installment shall be prorated on a daily basis.

ARTICLE IX

RESTRICTIONS ON USE, OCCUPANCY AND TRANSFER

1. Residential Purposes Only. Each Unit shall be occupied and used only for private dwelling purposes and for no other purposes. No trade or business shall be carried on anywhere within the Condominium, except as otherwise provided herein.

2. Leases of Units. The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion. All other leases shall be for terms of not less than six months. Each occupant of a Unit shall comply with all provisions of this Declaration, the Articles of Incorporation, and Bylaws of the Association, and such rules and regulations as may be adopted by the Board of Directors pursuant to this Declaration or the Bylaws and each lease shall provide that a breach of any of the foregoing shall be deemed a default under the lease. Notwithstanding the foregoing, the Unit owner shall be responsible to the Association and each other Unit owner for any breach of any provision of this Declaration, the Articles of Incorporation, Bylaws, or any rules or regulations caused by an occupant of such owner's Unit and the Association need deal only with the owner and shall not be obligated to address any breach with the offending occupant. Individual rooms in dwelling units contained within a Unit shall not be rented and no transient tenants shall be accommodated.

3. Pets. Except as expressly provided herein, no animals, livestock, reptiles, poultry, or birds of any kind shall be raised, bred or kept within the Condominium or on the Property. Dogs, cats and small household pet fish, mammals and birds ("Permitted Pets") may be kept in a manner which will not disturb the high type and quality of life and the environment of the Condominium and the Property, provided that no Permitted Pets shall be kept, bred, or maintained for any commercial purposes. No reptiles of any kind are permitted anywhere within the Condominium or on the Property. All Permitted Pets, other than dogs and cats, must be kept in an enclosure such as an aquarium or cage and it shall be prohibited to permit any pet, other than a dogs and cats , to be outside of an enclosure anywhere within the Condominium or on the Property, including within a Unit. Not more than two cats, or two dogs, or one cat and one dog may be permanently housed, kept, or maintained within any Unit. No dogs weighing more than 35 pounds may be housed, kept, or maintained within any Unit, except that with the written approval of the Board of Directors, upon the initial occupancy of a Unit by a Unit owner, either by first sale or resale, dogs weighing more than 35 pounds may be temporarily allowed to be kept within the Unit until such time as the dog is no longer kept within the Unit. No pet shall be permitted which causes an unreasonable disturbance. All Permitted Pets shall be housed indoors. Only dogs and cats shall be allowed outdoors and, if allowed outdoors, shall be kept on a leash and within the presence and control of a person at all times while outdoors. It is not permissible to simply leave a pet unattended on a leash while outdoors. Any pet excrement in common areas shall be removed immediately by the occupant of the Unit in which the pet resides. Any and all costs of repairing damage caused by a pet shall be borne by the owner of the Unit in which the pet resides. A violation of the provisions of this section or the rules and regulations for the keeping of pets adopted by the Board of Directors shall subject the Unit owner responsible for such violation to additional special assessments by the Board of Directors of a charge in such amount determined by the Board of Directors pursuant to such rules and regulations, plus all enforcement costs incurred, including, but not limited to, reasonable attorney's fees incurred by the association incident to the enforcement, in addition to all other rights and remedies the Association may have. Until such time as the Board of Directors shall adopt a different amount, the charge shall be up to $500 per month

or part thereof until the Unit owner has complied. Such charges and costs may be collected in the same manner as assessments pursuant to Article VIII of the Declaration. Notwithstanding anything to the contrary herein, possession of pets on the Condominium shall not be considered a property right.

4. Use, No Obstructions. No Unit owner shall permit any person, other than an occupant or guest of a Unit, to park a vehicle in the underground parking spaces or store any property in the storage lockers. No Unit owner shall cause or permit the Common Elements, except the Limited Common Elements, to be so used as to deny to other owners the full use of such portion of the Common Elements. Accordingly, there shall be no obstruction of any Common Elements. Walks and drives shall be kept clean and orderly. Junked, inoperative or unlicensed vehicles and vehicles licensed or unlicensed as trailers, campers, camping trucks, house trailers, motorcycles, mopeds, motorized bicycles, snowmobiles or land vehicles or the like shall not be stored, parked or placed on the Common Elements or Limited Common Elements, except licensed motor vehicles, motorcycles, mopeds, and motorized bicycles may be parked in the underground parking spaces in the basement of the Building. No motor vehicles shall be parked overnight in the guest parking areas on a regular basis. No vehicle shall occupy, park upon or otherwise block the access to or exit from any of the parking spaces in the basement of the Building. No maintenance of any vehicle, other than, washing, waxing, and interior cleaning in locations as may be designated by the Board of Directors, shall be permitted anywhere on the Condominium. Bicycles shall be placed only in those areas designated by the Association. No playground equipment or other obstructions may be placed on the Common Elements except as the Board of Directors permits by rule or regulation. Only electric grills are permitted within a Unit owner's Limited Common Elements in accordance with City of St. Francis Fire Department ordinances and regulations. No charcoal, natural gas/L.P./propane, wood burning, or other grills which emit a flame are permitted.

5. Use of Shared Limited Common Elements. Lobbies, hallways, and other shared Limited Common Elements shall not be used for any purpose other than access to and from a Unit and such other activities as the Board of Directors may specifically authorize. Except with the prior written approval of the Board of Directors, no Owner, occupant or guest of a Unit shall:

a. decorate, add, remove or rearrange furnishings, or store any item of personal property in a shared Limited Common Element, including lobby, elevator, stairwell or hallway;

b. use parking spaces designated as Limited Common Elements for any purpose other than parking of motor vehicles; or

c. use storage spaces, if any, designated as Limited Common Elements for any purpose other than storage of personal property.

6. Reservation of Use of Common Elements. With the Board of Directors' prior written approval and subject to any conditions, rules, regulations, fees and charges the Board may impose, an Owner or occupant of a Unit may reserve portions of the Common Elements for private

use for a specified period of time. Each Owner or occupant shall assume, on behalf of himself and any guests, all risks or costs associated with the use of the Common Elements and all liability for any damage or injury to any person or thing as a result of such use, and shall indemnify and defend the Association for any claims arising out of any such damage, injury, or use.

7. Waste. The unreasonable or unsightly accumulation of waste, litter, excess or unused building materials or trash is prohibited, and garbage containers shall be situated only in designated locations. No materials shall be consumed by fire in incinerators, open fires or elsewhere.

8. Antennas, Temporary Structures. No antennas for television or aerials for radios shall be erected on any roof or any other portion of the Condominium, except any community antennas or cable receivers erected by Declarant or the Association or any individual antennas erected or installed with the prior consent of the Board of Directors. No structure, trailer, tent, shack or barn, temporary or otherwise, except for those maintained by Declarant, shall be placed or maintained on any portion of the Condominium nor shall any clothes hangers or clothesline be placed or maintained within or on the Common Elements.

9. Utility Lines. Any supply lines, waste lines, pipes, wires, conduits or public utility lines running through a Unit which serve more than one Unit shall be deemed owned as tenants in common by all Unit owners.

10. Encroachments. If any portion of the Common Elements encroaches upon a Unit or any Unit encroaches upon the Common Elements or upon any other Unit, a valid easement for the encroachment and for the maintenance of the same shall exist for so long as it stands. Minor encroachments of parts of the Common Elements due to reconstruction of a part or all of a Building shall be permitted and a valid easement for such encroachments and the maintenance thereof shall exist from the owners of Units in such Building.

11. Mutual Enjoyment. Each Unit shall be used only for such purposes and to such extent as will not overload or interfere with any Common Elements or the enjoyment thereof by the owners of other Units.

12. Noxious Activity. No use or practice shall be allowed on the Condominium which: (a) is a nuisance, or (b) is immoral or improper or offensive in the opinion of the Board of Directors, or requires any alteration of or addition to any Common Elements, or (c) is in violation of the Bylaws or Rules and Regulations of the Association, or (d) unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Condominium by other Unit owners or occupants, including the use of musical instruments, television, or radios at such times or in such volumes of sound as to be objectionable.

13. Acts Affecting Insurance. No Unit owner or occupant shall commit or permit any violation of the policies of insurance taken out by the Board of Directors in accordance with the provisions of Article XI hereof (the "Association Policies"), or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (i) result in termination of any such policies, (ii) adversely affect the right of recovery thereunder, (iii) result in

reputable insurance companies refusing to provide Association Policies, or (iv) result in an increase in the insurance rate or premium unless, in the case of such increase, the Unit owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Policies or with respect to any policy of insurance carried by any Unit owner, as permitted by the provisions of Article XI hereof, shall be increased or shall otherwise reflect the imposition of a higher rate than that applicable to the lowest-rated Unit, (a) by reason of anything that is done or kept in a particular Unit, or (b) as a result of the failure of any Unit owner or any occupant of a Unit to comply with the requirements of the Association Policies, or (c) as a result of the failure of any such Unit owner or occupant to comply with any of the other terms and provisions of this Declaration, the Bylaws or the Rules and Regulations, then the Unit owner of that particular Unit shall reimburse the Association and such other Unit owners respectively for the resulting additional premiums which shall be payable by the Association or such other Unit owners, as the case may be. The amount of any such reimbursement due the Association may without prejudice to any other remedy of the Association be enforced by assessing the same to that particular Unit pursuant to the Bylaws.

14. Legal Restrictions. 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 thereof (collectively "Legal Requirements"). Compliance with any Legal Requirements shall be accomplished by and at the sole expense of the Unit owner or owners or the Association, 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 it receives of the violation of any Legal Requirements affecting its 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 Association 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; and

b. Such Unit owner shall keep the Board of Directors advised as to the status of such proceedings. ((i) and (ii) above collectively called the "Conditions as to Contest").

Such Unit owner need not comply with any Legal Requirements so long as it shall be so contesting the validity or applicability thereof, provided that (a) noncompliance shall not create a dangerous condition or constitute a crime or an offense punishable by fine or imprisonment, and (b) no part of any Building shall be subject to being condemned or vacated by reason of noncompliance or otherwise by reason of such contest ((a) and (b) are called the "Conditions as to

Deferral of Compliance"). The Association may also contest any Legal Requirements without being subject to the Conditions as to Contest and may also defer compliance with any Legal Requirements, but only subject to the Conditions as to Deferral of Compliance. The costs and expenses of any contest by the Association shall be a common expense.

ARTICLE X

RECONSTRUCTION AFTER LOSS

1. Reconstruction. In the event of fire, casualty or any other disaster affecting one or more Units in a Building or other improvements on the Condominium (the "Damaged Premises"), the Damaged Premises shall be reconstructed and repaired, unless action is taken as otherwise provided herein. Reconstruction and repair as used herein shall mean restoring the Damaged Premises to substantially the same condition they were in prior to the fire, casualty or disaster. The Association shall undertake to cause such reconstruction and repair to be accomplished within a reasonable period of time.

2. Insufficient Insurance Proceeds. If the insurance proceeds are insufficient to reconstruct or repair the Damaged Premises, then:

a. The Condominium shall be subject to an action for partition upon obtaining the written consent of at least three-quarters (3/4) of the Unit owners entitled to a vote. In the case of partition, the net proceeds of sale together with any net proceeds of insurance (the "Partition Proceeds") shall be considered as one fund and shall be divided among all Unit owners in accordance with the following formula:

Unit square footage x 100		Percentage
Total square footage	=	undivided interest
of all Units		in Partition Proceeds

If the Damaged Premises are Common Elements, the Partition Proceeds shall be divided among all Unit owners in accordance with their respective interests in the Common Elements.

b. If the consent required under subparagraph (a) above is not obtained within thirty (30) days from the date of the loss, then the Damaged Premises shall be reconstructed and repaired by the Association with the insurance proceeds and owners of Units in the Damaged Premises shall be assessed for the deficiency in accordance with the following formula:

Unit square footage x 100

Total square footage of all Units in the Damaged Premises	=	Percentage of undivided interest in the deficiency

The provisions of Article VIII shall apply to all sums assessed for any deficiency. If the Damaged Premises are Common Elements, the deficiency shall be shared by the owners of all Units in accordance with their respective interests in the Common Elements.

3. Substantial Damages. If two-thirds (2/3) or more of the Building and other improvements above foundation are destroyed, regardless of the sufficiency of any insurance proceeds for reconstruction and repair of the Damaged Premises, such reconstruction and repair shall take place unless within ninety (90) days from the date of the loss, at least two-thirds (2/3) of the first mortgagees (based on one vote for each first mortgage owned) or Unit owners (other than the Declarant) of the Units have given their written approval not to reconstruct and repair the Damaged Premises. If such approval is given within ninety days, then the Condominium shall be subject to an action for partition in the same manner as is provided in paragraph 2(a) above.

4. Condemnation. The Association shall represent the Unit owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements or part thereof. The award or proceeds of settlement for a taking of part or all of the Common Elements shall be payable to the Association for the use and benefit of the Unit owners and their mortgagees as their interests may appear. The procedure for dealing with the total or partial condemnation of the condominium shall be that set forth in Section 703.19, Wisconsin Statutes (2003-2004), as the same may be amended from time to time.

ARTICLE XI

INSURANCE

1. Association Insurance. The Board of Directors shall obtain and continue in effect insurance coverage on each Building and other improvements on or within the Condominium as well as personal and real property belonging to the Association in an amount equal to the maximum insurable replacement value, with "inflation guard," "special condominium" and "condominium replacement cost" endorsements, without deduction or allowance for depreciation, which amount shall be determined annually by a recognized appraiser or insurer as selected by the Board of Directors, affording protection against loss or damage by fire and such hazards covered by a standard extended coverage endorsement and all risk endorsements and such other risks or hazards as from time to time shall be customarily covered with respect to Building similar in construction, location and use. In addition, any fixtures, equipment or property within the Units which are to be subject to a mortgage eligible for purchase by FNMA must be covered in the "blanket" or "master" policy required above. Said insurance shall be for the benefit of the Association and the owners of Units and their mortgagees as their interests may appear; provided, however, all proceeds payable by reason of said insurance shall be paid to the Association as trustee for the owners of Units and their mortgagees for the express purpose of reconstruction and repair or as otherwise provided in

Article X hereof. The foregoing provisions of this Article are without prejudice to the right of any owner of a Unit to obtain individual Unit insurance; but no owner of a Unit shall be entitled to exercise his right to maintain individual Unit insurance in such a way as to decrease the amount which the Association may realize as trustee under any insurance policy required hereunder. Each policy obtained by the Association shall contain a "severability of interest" endorsement and a standard mortgagee clause endorsed to provide that the proceeds are payable to the Association for the use and benefit of the mortgagees as their interests may appear.

2. Association Liability Insurance. In addition to the hazard insurance coverage provided above, the Board of Directors shall obtain comprehensive general public liability insurance in such amounts equal to or exceeding One Million Dollars ($1,000,000.00) for a single occurrence covering all of the Common Elements or property owned by the Association. Coverage under this policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Elements and legal liability arising out of actions related to employment contracts of the Association. Such policy must provide that it may not be cancelled or substantially modified, by any party, without at least ten (10) days prior written notice to the Association and to each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the insurance policy. The Board of Directors may also obtain such other insurance as it shall determine from time to time to be desirable including without limitation directors and officers errors and omissions coverage.

3. Cost; Waiver. All insurance premiums for any insurance coverage obtained by the Board of Directors shall be a common expense of the Condominium. The Association and each Unit owner hereby expressly waive any claim it or they may have against the other for any loss insured under any policy obtained by the Board of Directors, however caused, including such losses as may be due to negligence of such other party, its agents or employees. All such policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any such policy.

4. Exclusions From Coverage. Notwithstanding anything to the contrary herein, the insurance coverage obtained by the Board of Directors (i) may exclude any coverage on any personal property located within or appertaining to the exclusive use of a Unit, including but not limited to, appliances and water heater, patio door and window glass, drapes, carpeting and wall coverings, such as wallpaper, mirrored walls and paneling and (ii) shall exclude any liability coverage on a Unit owner, its guests, invitees, employees or any other occupants of such Unit, arising out of any and all occurrences and happenings within a Unit and/or relating in any way whatsoever to said personal property. It is the sole responsibility of each Unit owner to obtain such insurance coverages as are excluded from the insurance coverage obtained by the Board of Directors.

ARTICLE XII

RIGHTS OF DECLARANT

1. Control of Association. Until the expiration of the earlier of ten (10) years from the date the first Unit is conveyed to any person other than Declarant or thirty (30) days after the conveyance of seventy-five percent (75%) of the undivided interests in the General Common Elements to purchasers, Declarant, or its successors and assigns, acting alone shall have the right to appoint and reappoint the members of the Board of Directors, other than those elected pursuant to Article VI, Section 3 hereof.

2. Other Rights. Pending the sale of all of the Units on the Condominium, including any Units constructed by expanding the Condominium as described in Article XIII, Declarant, or its successors and assigns, acting alone:

a. may, but shall not be obligated to, manage and operate the Condominium in accordance with the provisions of this Declaration; but any agreement for professional management of the Condominium, or any other contract providing for services of Declarant, shall not exceed three (3) years and shall provide for termination by either party without cause and without payment of a termination fee on no more than ninety (90) days written notice;

b. may use the Common Elements and any unsold Units within the Condominium in any manner as may facilitate the sale or leasing of all Units thereon, including, but not limited to, in connection therewith, maintaining a sales and/or rental office or offices and models (regardless of whether all the non-model Units in a Building are sold), showing the Condominium or maintaining signs;

c. reserves the right to (i) grant easements upon, over, through and across the Common Elements as may be required for furnishing any kind of utility services, including cable television or master antenna service, which easements may be granted to itself or its nominee and/or as may be necessary for excavation and construction of any of the Units; (ii) grant easements upon, over, through or across the Common Elements for ingress and egress to and from the Condominium and other real property adjacent to it; and (iii) grant easements for road, sewer and other utility purposes across, over and under the Common Elements for the benefit of other lands provided that in the instrument creating such easement Declarant shall specify a method by which the maintenance costs of such easement shall be shared by the Association and such other users and provided that use of such easements will not be reasonably anticipated to overburden the existing use of the Common Elements;

d. reserves the right to (i) make minor alterations and changes to the design or exterior materials of any Building or any part thereof subsequent to construction and (ii) alter and change the interior materials and the interior arrangement of any Unit owned by Declarant; and

e. reserves the right to construct an outdoor swimming pool and other special amenities, such as gazebos, park benches, and/or gas grills and similar amenities. In the event the Declarant does construct such special amenities, they shall be Common Elements of the Condominium and shall be maintained, repaired, replaced and operated by the Association at the common expense of the owners of the Units. The Declarant shall be under no obligation to and makes no representation that it will construct all or any part of such special amenities on the Condominium.

ARTICLE XIII

EXPANSION OF CONDOMINIUM

1. Right to Expand. Declarant expressly reserves unto itself, its successors and assigns, the right to expand the Condominium, without the consent or approval of any Unit owner, at any time and from time to time on or prior to the expiration of ten (10) years from the date of recording this Declaration, by constructing on the Property no more than an additional one hundred and fifty-one (151) Units. One additional Unit shall be constructed within the general area indicated therefor as "Future Unit #134" and the other additional Units shall be located within the two building wings under construction within the general areas indicated therefor on Exhibit B attached hereto. All improvements made by expanding the Condominium must be of the same quality construction as the original Units constructed hereunder and must be substantially completed prior to the improvements and additional Units becoming subject to this Declaration. Declarant shall be under no obligation to and makes no representation that it will expand or construct any part or all of the Condominium as such rights are reserved herein. The Units constructed by the expansion of the Condominium and their owners and any Common Elements thereon will become subject to and will be entitled to the benefits of the provisions of this Declaration.

2. Effect of Expansion. Upon each such expansion:

a. The percentage of undivided interest in the Common Elements appertaining to each Unit shall be adjusted as follows:

(i) Each Unit's percentage of undivided interest in the Common Elements shall be determined by dividing the square footage of the Unit by the total square footage of all Units in the Condominium then subject to this Declaration.

(ii) Each Unit shall be entitled to such Limited Common Elements as are specified in the documents required for expansion.

b. The common surpluses and expenses of the Condominium shall be shared among the owners of all Units according to the percentage of their undivided interest in the Common Elements, in accordance with Article V as adjusted in the manner set forth above.

c. Each owner of a Unit shall be a member of the Association and one vote shall appertain to each Unit.

3. Method of Expansion. The right of expansion reserved herein shall be exercised by the recording of an amendment to this Declaration and an amendment to each of the Exhibits appended hereto in the office of the Register of Deeds for Milwaukee County, Wisconsin. None of the provisions contained in this Declaration shall be construed to create any obligation on behalf of the Declarant, its successors and assigns, to in fact effect such expansion. Exhibit B hereto and the condominium plat show only the outline of the buildings that may be constructed to expand the Condominium. Each time that Declarant desires to subject any additional Units to this Declaration, Declarant shall record amendments to the Exhibits hereto and to the condominium plat which shall show the location of the building, units, other improvements and common elements being so subjected, in the same manner as if the above were to be shown on the original, recorded condominium plat.

4. Construction Easement. Declarant hereby reserves an easement across the Condominium for purpose of constructing such expansion buildings. This easement shall expire at such time as Declarant's rights under this Article XIII shall expire.

ARTICLE XIV

RIGHTS OF MORTGAGEES

1. Notice. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor of a Unit mortgage and the Unit number or address, any such mortgage holder, insurer or guarantor will be entitled to timely written notice of:

a. Any condemnation or casualty loss which affects either a material portion of the Condominium or the Unit securing its mortgage;

b. Any sixty (60) day delinquency in the payment of assessments owed by the owner of any Unit on which it holds a mortgage or any breach of the provisions of any instrument or rule governing the Condominium which is not cured by such owner within sixty (60) days of such breach;

c. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

d. Any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified below or in Article XV hereof.

2. Other Provisions. Mortgage holders shall also be afforded the following rights:

a. Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with this Declaration and the original plans and specifications, unless other action is approved by holders of mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages.

b. Any election to terminate the Condominium after substantial destruction or a substantial taking in condemnation of the Property must require the approval of holders of mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages.

ARTICLE XV

AMENDMENT OF DECLARATION

1. Procedure. Except for the Declarant's right to amend this Declaration in accordance with Article XIII hereof, this Declaration may only be amended in a writing executed by the presiding officer of the Association and attested by another officer, with the written consent of at least seventy-five percent (75%) of the Unit owners and their first mortgagees of their Unit or the holder of an equivalent security interest in the Unit. Approval from the first mortgage lender or equivalent security interest holder, or the person servicing the first mortgage loan or its equivalent on a Unit, constitutes approval of the first mortgagee or equivalent security interest holder. As an alternative to the foregoing procedure, this Declaration may be amended in accordance with the alternative procedure set forth in Section 703.093 of the Wisconsin Statutes if at least 75 percent of the Unit owners consent to the amendment in writing and those consents are approved by the mortgagees or holders of equivalent security interests in the Units. No amendment shall change the rights of Declarant as contained in this Declaration. Any amendment to this Declaration shall become effective when recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, and no action to challenge the validity of an amendment under this Article may be brought more than one (1) year after the amendment is recorded.

2. Limitations on Certain Amendments. In addition to complying with Section 1 above, the approval of holders of mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages, shall be required to add or amend any material provisions of this Declaration, the Articles, Bylaws or Rules and Regulations which establish, provide for, govern or regulate any of the following:

a. Voting rights;

b. Assessments, assessment liens or the priority of assessment liens;

c. Reserves for maintenance, repair and replacement of the Common Elements;

d. Insurance or fidelity bonds;

e. Responsibility for maintenance and repair;

f. Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;

g. Redefinition of any Unit boundaries;

h. Reallocation of interests in the General or Limited Common Elements or rights to their use;

i. Convertibility of Units into Common Elements or of Common Elements into Units;

j. Leasing of Units;

k. Imposition of any restriction on a Unit owner's right to sell or transfer his or her Units;

l. A decision by the Association to establish self-management of the Condominium;

m. Restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in this Declaration;

n. Any provisions that expressly benefit mortgage holders, insurers or guarantors.

3. Approval. A Unit owner, or a mortgage holder in the cases of a technical amendment or any amendment not described in Section 2 above, who receives a written request to approve additions or amendments who does not deliver or post to the requesting party a negative response within thirty (30) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a return receipt requested, shall be deemed to have approved such request.

4. VA Approval. If any Unit is subject to a mortgage owned or guaranteed under the U.S. Veterans Administration programs, then the condominium regime created hereunder may not be amended or merged with a successor regime without prior written approval in accordance with regulations implementing such programs.

ARTICLE XVI

DISPUTE RESOLUTION

The Declarant, the Association and Board of Directors, all Owners, and any other persons subject to this Declaration, collectively agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the Condominium without the emotional and financial costs of litigation. Accordingly, each of the above parties agrees that any dispute involving the Condominium shall be settled by binding arbitration administered by Resolute Systems, Inc. under its rules then in effect. The arbitration shall be conducted by one arbitrator, at a location in Milwaukee County, Wisconsin, as designated by the arbitrator. The decision or award of the arbitrator shall be in writing and shall include reasons for such decision. Subject to Wisconsin law, the arbitrator's decision shall be final and binding on the parties, and judgment on the award may be entered in any court having jurisdiction.

Any parties to a dispute involving the Condominium shall first make every reasonable effort to meet in person and confer for the purpose of resolving the dispute by good faith negotiations. The Board of Directors may appoint a representative to assist the parties in the resolution of the claim, including through formal mediation.

EACH OWNER, BY ACCEPTING A DEED TO A UNIT, WAIVES ANY RIGHT TO HAVE A CLAIM RESOLVED BY JUDICIAL PROCEEDINGS, INCLUDING ANY RIGHT TO TRIAL BY JURY. THIS SUBSECTION IS AN AGREEMENT TO ARBITRATE THE ABOVE-DESCRIBED CLAIMS AND MAY BE SPECIFICALLY ENFORCED BY ANY PARTY.

Notwithstanding the foregoing, the Association may commence litigation necessary to:

(i) collect any assessment or other amounts due from any Owner; or

(ii) to obtain a temporary restraining order or other such emergency equitable relief necessary to maintain the status quo and preserve the Association's ability to enforce the provisions of this Declaration and administer the Condominium.

ARTICLE XVII

REMEDIES FOR VIOLATION BY UNIT OWNER

If any Unit owner fails to comply with the Act, this Declaration or the Bylaws, such Unit owner shall be liable for damages caused by the failure or for injunctive relief, or both, by the Association or by any other Unit owner.

ARTICLE XVIII

RESIDENT AGENT

The Declarant has appointed Timothy J. Smits, 12760 West North Avenue, Brookfield, Wisconsin 53005-4699 as the resident agent of the Condominium. The name or address of the resident agent may be changed by the Board of Directors and shall become effective upon the filing of the change in the office of the Department of Financial Institutions of the State of Wisconsin in accordance with Section 703.23 of the Wisconsin Statutes. Any change in the person or location for the service of process designated by the Board of Directors shall become effective upon the recording of notice thereof in the office of the Secretary of State of Wisconsin in accordance with Section 703.23 of the Wisconsin Statutes.

ARTICLE XIX

RIGHT OF ENTRY

The Declarant, for itself and its successors and assigns, reserves the right of entry to each Unit by itself or its agents or any person authorized by the Board of Directors to make installations, alterations or repairs, upon prior request and at times convenient for the owner or occupant thereof; provided, however, that in case of emergency, entry of the Unit may be made immediately, whether the owner or occupant of the Unit is or is not present and without liability to Declarant, the Board of Directors or their agents. Any damage or loss caused as a result of such entry shall be at the expense only of the Unit owner if, in the judgment of those authorizing the entry, such entry was for emergency purposes.

ARTICLE XX

DISCLAIMER

Microorganisms, including, but not limited to, mold, mildew, spores, any other form of fungi, bacteria, viruses and any toxins or irritants secreted by any of them (Microorganisms") occur naturally in the environment and may be present, during or after construction, in the indoor air of the Building and on its interior and exterior surfaces including, without limitation, wall cavities, attics, windows, basements, and/or ceilings, or any part of them. Moisture can result from cooking, showering, or similar activities, can be contributed to from the outside atmosphere, and/or may arise or be exacerbated from the design, construction means and methods, and/or type of building materials used in construction of the Building. This moisture may cause or increase the presence, growth, release, discharge or dispersal of Microorganisms that, if sufficiently concentrated, may cause deterioration of building materials, damage to property, health hazards, personal injuries and/or other irritant effects such as, but without limitation, skin irritation, respiratory problems and/or allergic reactions. Microorganisms occur naturally in the environment, and Declarant cannot eliminate the possibility that Microorganisms may grow in, on or about the Building. Likewise, concentrations of radon or chemical compounds released from soil, household furnishings, personal possessions, and building materials, at excessive levels, may create irritant effects or health hazards. Unit owners and occupants may minimize these effects by proper use and maintenance of heating, cooling, dehumidification and ventilation equipment, regular interior maintenance and cleaning, and exterior maintenance such as, but not limited to, proper grading, landscaping, painting, and caulking.

EACH UNIT OWNER ACKNOWLEDGES THAT UNIT OWNER HAS BEEN INFORMED OF THE ABOVE EFFECTS OF MICROORGANISMS, MOISTURE, RADON AND CHEMICAL COMPOUNDS. EACH UNIT OWNER HEREBY ASSUMES ALL RISKS OF DAMAGE, PERSONAL INJURY, AND/OR DESTRUCTION OF OR INJURY TO PROPERTY, REAL OR PERSONAL, THAT MAY ARISE AS A RESULT OF, OR IS IN ANY WAY CONNECTED WITH, THE INDOOR AIR QUALITY OF THE BUILDING OR THE PRESENCE OF MICROORGANISMS, RADON, OR CHEMICAL COMPOUNDS IN, ON OR ABOUT THE INTERIOR OR EXTERIOR OF THE BUILDING.

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH UNIT OWNER ASSUMES ALL RISKS OF DAMAGE OR INJURY, INCLUDING, BUT NOT LIMITED TO, (1) BODILY INJURY, SICKNESS, EMOTIONAL DISTRESS, DISEASE, DEATH, OR ANY OTHER PERSONAL INJURY OR ADVERSE HEALTH EFFECTS OR (2) INJURY TO OR DESTRUCTION OF TANGIBLE PERSONAL OR REAL PROPERTY, INCLUDING CONSEQUENTIAL AND INCIDENTAL DAMAGES, AND LOSS OF USE THEREOF, WHICH MAY ARISE AS A RESULT OF, OR IN ANY WAY CONNECTED WITH SUCH CONSTRUCTION METHOD AND HEREBY FULLY, FINALLY AND FOREVER RELEASES AND DISCHARGES DECLARANT, ITS OFFICERS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AND AGENTS FROM ANY AND ALL CLAIMS, LIABILITIES AND EXPENSE AND DAMAGES THEREFROM WHATSOEVER, WHETHER NOW KNOWN OR HEREAFTER KNOWN, WHICH A UNIT OWNER OR ITS ASSIGNS MAY HEREAFTER HAVE AGAINST DECLARANT, ITS OFFICERS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AND AGENTS REGARDING THE MATTER REFERRED TO IN THIS ARTICLE. DECLARANT MAKES NO EXPRESS OR IMPLIED WARRANTY OF HABITABILITY, FITNESS OR GOOD WORKMANSHIP AS TO BUILDING MATERIALS AND/OR CONSTRUCTION METHODS.

ARTICLE XXI

CONSTRUCTION AND EFFECT

1. Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

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

3. Successors and Assigns. All rights and benefits reserved or covenanted in favor of the Declarant under this Declaration shall inure to the benefit of and be binding upon its successors and assigns. Any reference in this Declaration to the "successors and assigns" of Declarant shall be deemed to refer only to such person or entity to whom Declarant has expressly assigned all of said rights and benefits by an instrument in writing specifically identifying the provisions so assigned.

4. Severability. If any provision, or any part thereof, of this Declaration or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. Each provision, or any part thereof, of this Declaration shall be valid, and be enforced, to the fullest extent permitted by law.

5. Deemed Interests. Wherever in this Declaration a specified percentage of Unit owners or Common Element interests is required for any action, decision or diminution of Declarant control or Declarant's rights, Declarant shall be deemed to two hundred and ninety-eight (298) interests, less any interests for Units already conveyed at the time of such determination.

6. Acceptance of Deed. By acceptance of a deed of conveyance of a Unit from Declarant, the grantee of such Unit and each successor in title to such Unit or an interest therein shall, in the event of the occurrence of any or all of the events specified in Article XII or XIII, be deemed to consent and agree to the action so taken. Each such grantee of a Unit and each successor in title to such Unit or an interest therein, hereby constitutes and appoints Declarant, its successors and assigns, as its true and lawful attorney (i) to execute, deliver and record on behalf of the grantee and each successor in title to such Unit or an interest therein, such instruments, if any, as may be required to effect the same, and (ii) to do all other things necessary to accomplish the action so taken.

Executed this 1st day of MARCH ,2005.

THE MANOR APARTMENTS, LLC

By: Timothy J. Smits
Timothy J. Smits, Authorized Agent

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 1st day of March ,2005, the above-named Timothy J. Smits to me known to be the person who executed the foregoing instrument and acknowledge the same.

NOTARY PUBLIC KAREN A. KURZYNSKI STATE OF WISCONSIN

Karen A. Kurzynski
Karen A. Kurzynski
[print name]
Notary Public, Waukesha County, WI
My commission: 9-23-07

Signed by M&I Marshall & Ilsley Bank, the first mortgagee of the Property, this ___ day of _____,2005, in accordance with Section 703.09 of the Wisconsin Statutes.

M&I MARSHALL & ILSLEY BANK

By: _____
Austin J. Mautz, Assistant Vice President
[print name and title]

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me this 16th day of March ,2005, the above-named Austin Mautz to me known to be the person who executed the foregoing instrument and acknowledge the same.

NOTARY PUBLIC KAREN A. KURZYNSKI STATE OF WISCONSIN

Karen A. Kurzynski
Karen A. Kurzynski
[print name]
Notary Public, State of Wisconsin
My commission: 9-23-07

This instrument was drafted by:

Attorney Richard R. Kobriger
Cramer, Multhauf & Hammes, LLP
1601 East Racine Avenue
Post Office Box 558
Waukesha, WI 53187

EXHIBIT A

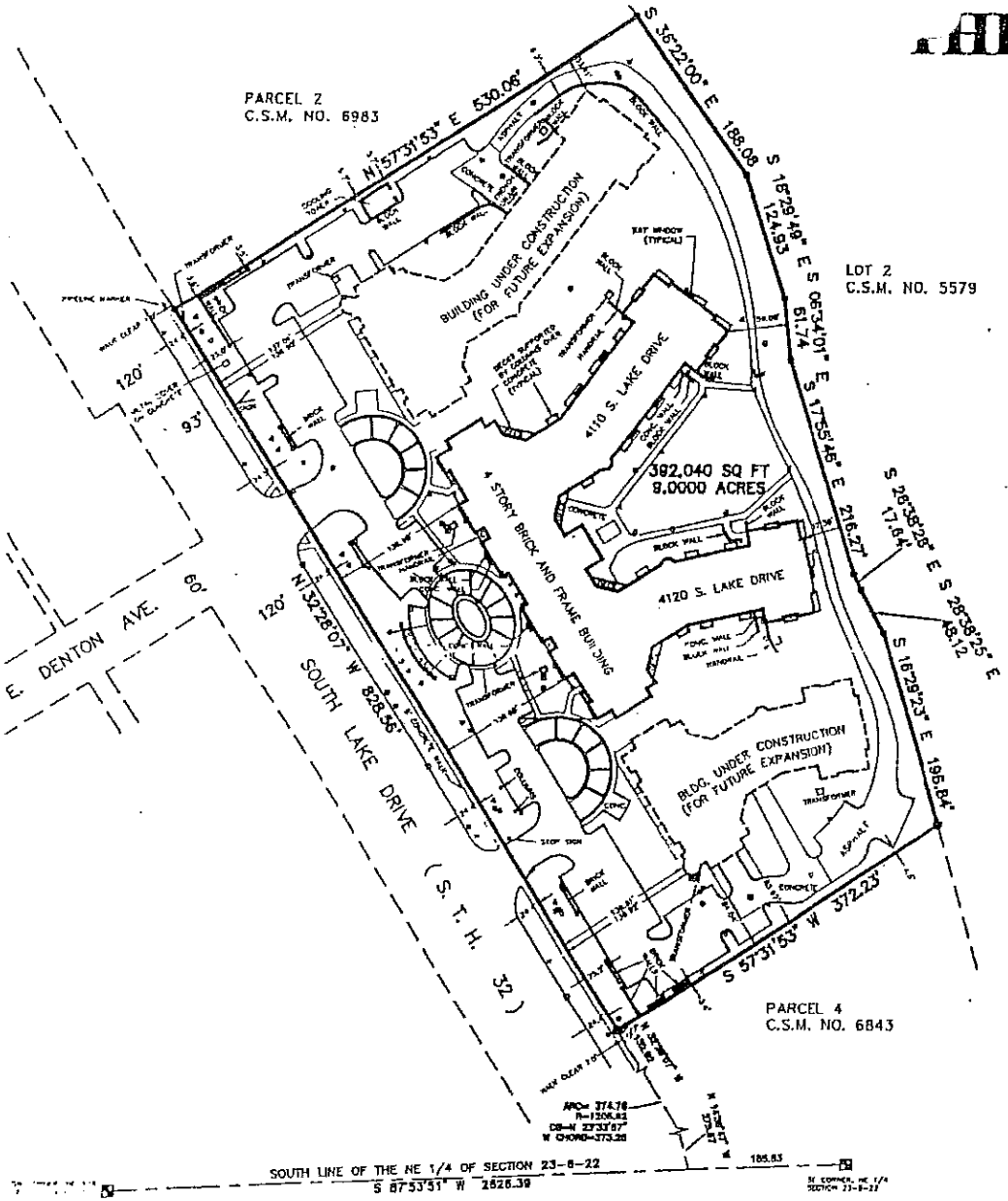
LEGAL DESCRIPTION

LEGAL DESCRIPTION - THE LANDING AT PARK SHORE CONDOMINIUMS

PARCEL 3 OF CERTIFIED SURVEY MAP NO. 6983, RECORDED AUGUST 6, 2001, REEL 5130, IMAGES 4411 TO 4418 AS DOCUMENT NO. 8112090, BEING A DIVISION OF PARCELS 1, 2 AND 3 OF CERTIFIED SURVEY MAP NO. 6895 IN THE SOUTHWEST ¼ AND SOUTHEAST ¼ OF THE SOUTHEAST FRACTIONAL ¼ OF SECTION 14 AND THE NORTHEAST ¼, NORTHWEST ¼ AND SOUTHEAST ¼ OF THE NORTHEAST FRACTIONAL ¼ OF SECTION 23, TOWNSHIP 6 NORTH, RANGE 22 EAST IN THE CITY OF ST. FRANCIS, MILWAUKEE COUNTY, WISCONSIN. (9.0 ACRES)

THE LANDING AT PARK SHORE CONDOMINIUMS

CITY OF ST. FRANCIS, MILWAUKEE COUNTY, WISCONSIN



PARCEL 3 OF CERTIFIED SURVEY MAP NO. 6983, RECORDED AUGUST 6, 2001 AS DOCUMENT NO. 8112090, IN THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 23, TOWN 6 NORTH, RANGE 22 EAST, IN THE CITY OF ST. FRANCIS, MILWAUKEE COUNTY, WISCONSIN

NOTES:

1. COMMON ELEMENTS ARE ALL AREAS WITHIN THE CONDOMINIUM AND OUTSIDE OF THE UNITS.

2. REFER TO SECTION 2 OF THE ORIGINAL DECLARATION OF CONDOMINIUM FOR DESCRIPTIONS OF THE LIMITED COMMON ELEMENTS.

LCE = LIMITED COMMON ELEMENT – REFER TO THE DECLARATION OF CONDOMINIUM FOR A COMPLETE LIST OF THE LIMITED COMMON ELEMENTS.

N

BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN COORDINATE SYSTEM, SOUTH ZONE (NAD'27). THE SOUTH LINE OF THE NE 1/4 OF SECTION 23 HAS A BEARING OF S 87°53'51" W (JUNE, 2003 DATUM).

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)

LEGEND

CONCRETE MONUMENT WITH BRASS CAP	ELECTRIC SEVICE PANEL
1" DIA. IRON PIPE FOUND	TELEPHONE PEDESTAL
1" X 18" IRON PIPE SET	GAS METER
SIGN	ROUND INLET
CABLE PEDESTAL	SQUARE INLET
LIGHT POLE	SANITARY MANHOLE
SPOT/YARD/PEDESTAL LIGHT	MISCELLANEOUS MANHOLE
ELECTRIC MANHOLE	WATER VALVE
	HYDRANT

I, DONALD C. CHAPUT, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARY LINES AND THE LOCATION OF THE BUILDINGS AND IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED UPON THE PROPERTY.

THIS CONDOMINIUM PLAT IS A CORRECT REPRESENTATION OF THE LANDING AT PARK SHORE CONDOMINIUMS AS PROPOSED AT THE DATE HEREOF, AND THE IDENTIFICATION AND PROPOSED LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE UNDERSIGNED SURVEYOR MAKES NO CERTIFICATION AS TO THE ACCURACY OF THE DIAGRAMMATIC FLOOR PLANS OF THE CONDOMINIUM BUILDING(S) AND UNITS CONTAINED IN THE PLAT AND THE APPROXIMATE DIMENSIONS AND FLOOR AREAS THEREOF.

DONALD C. CHAPUT, RLS, S-1318 DATE

National Survey & Engineering
A Division of R.A. Smith & Associates, Inc.
262-781-1000
Fax 262-797-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938
www.nsae.com

SHEET 1 OF 8

EXHIBIT B

EXHIBIT C

All addresses are on South Lake Drive, St. Francis, Wisconsin :

Unit Number 4110 (B-wing)	Parking Space(s)	Storage Locker Number	Address
46	58, 59	Storage 12-03	4100
47	73, 74	Storage 14-26	4110
48	51	Storage 12-07	4110
130	167	Storage 12-06	4110
131	208	Storage 15-21	4110
132	170	Storage 15-22	4110
133	169	Storage 24-22	4110
136	266	Storage 14-24	4110
138	173	Storage 12-09	4110
139	450, 451	Storage 14-27	4110
140	154, 155	Storage 12-02	4110
141	203, 204	Storage 14-25	4110
142	156, 157	Storage 12-08	4110
143	210, 211	Storage 12-01	4110
144	56, 57	Storage 12-10	4110
145	71, 72	Storage 12-11	4110
146	60, 61	Storage 12-04	4110
147	52,53	Storage 12-05	4110
230	264, 265	Storage 22-04	4110
231	410	Storage 22-11	4110
232	411	Storage 22-10	4110
233	412	Storage 22-08	4110
234	402, 403	Storage 22-03	4110
235	404, 405	Storage 22-06	4110
236	408	Storage 23-12	4110
237	454	Storage 22-07	4110
238	458	Storage 23-15	4110
239	269,271	Storage 22-01	4110
240	272, 273	Storage 23-16	4110
241	274, 275	Storage 23-14	4110
242	294, 295	Storage 23-17	4110
243	198,199	Storage 23-13	4110

244	267, 268	Storage 23-19	4110
245	278,279	Storage 23-20	4110
246	284, 285	Storage 23-18	4110
247	304, 305	Storage 22-05	4110
248	302, 303	Storage 22-09	4110
249	135	Storage 24-24	4110

Unit Number	Parking Space(s)		
4110 (B-wing)		Storage Unit	Unit Area , SF
330	453, 452	Storage 32-05	4110
331	407	Storage 32-06	4110
332	401	Storage 32-02	4110
333	409	Storage 32-10	4110
334	397, 398	Storage 22-02	4110
335	399, 400	Storage 32-03	4110
336	457	Storage 32-07	4110
337	190,191	Storage 32-08	4110
338	456	Storage 32-11	4110
339	291, 292	Storage 32-04	4110
340	298, 299	Storage 33-12	4110
341	288,289	Storage 33-13	4110
342	276, 277	Storage 33-20	4110
343	300, 301	Storage 33-15	4110
344	293, 270	Storage 33-21	4110
345	282, 283	Storage 33-45	4110
346	280, 281	Storage 32-09	4110
347	306, 307	Storage 32-01	4110
430	200,48	Storage 42-04	4110
431	47	Storage 43-13	4110
432	205	Storage 33-17	4110
433	207	Storage 33-08	4110
434	163, 164	Storage 43-14	4110
435	165, 166	Storage 43-15	4110
436	162	Storage 43-12	4110
437	168	Storage 33-16	4110
438	171	Storage 42-10	4110
439	65, 66	Storage 42-01	4110

440	161, 160	Storage 42-01	4110
441	158, 159	Storage 42-11	4110
442	69, 70	Storage 42-06	4110
443	54, 55	Storage 42-03	4110
444	77, 78	Storage 42-08	4110
445	75, 76	Storage 42-07	4110
446	62, 63	Storage 42-09	4110
447	67, 68	Storage 42-05	4110
448	79,80	Storage 33-19	4110

Unit Number	Parking Space(s)	Storage Unit Number	Unit Area , SF
4120 (C-wing)			
66	106,107	Storage 15-12	4120
67	102, 103	Storage 14-23	4120
68	89	Storage 24-23	4120
150	187	Storage 14-30	4120
151	188	Storage 15-15	4120
152	312	Storage 14-29	4120
153	438	Storage 14-28	4120
158	81	Storage 15-16	4120
159	143	Storage 14-32	4120
160	148, 147	Storage 14-33	4120
161	136	Storage 15-13	4120
162	141, 142	Storage 15-17	4120
163	137, 138	Storage 15-14	4120
164	98, 99	Storage 15-19	4120
165	389, 390	Storage 15-18	4120
166	94, 95	Storage 14-31	4120
167	92, 93	Storage 15-20	4120
250	437	Storage 25-34	4120
251	383, 384	Storage 25-40	4120
252	308	Storage 24-29	4120
253	387	Storage 24-30	4120
254	381	Storage 25-32	4120
255	395,388	Storage 24-31	4120
258	440	Storage 25-42	4120
259	439	Storage 25-33	4120

260	332, 333	Storage 24-25	4120
261	311	Storage 25-37	4120
262	444, 445	Storage 24-28	4120
263	334, 335	Storage 25-38	4120
264	336, 337	Storage 25-39	4120
265	317, 318	Storage 25-41	4120
266	340, 341	Storage 25-35	4120
267	321, 322	Storage 25-36	4120
268	338, 339	Storage 24-26	4120
269	186	Storage 24-27	4120
350	380	Storage 34-32	4120
351	327,328	Storage 34-22	4120
352	386	Storage 34-31	4120
353	132	Storage 34-28	4120
354	446, 447	Storage 34-23	4120
355	385,382	Storage 34-27	4120

Unit Number 4120 (C-wing)	Parking Space(s)	Storage Unit Number	Unit Area , SF
356	391, 392	Storage 35-36	4120
357	393, 394	Storage 34-24	4120
358	443	Storage 35-37	4120
359	441	Storage 35-34	4120
360	313, 314	Storage 35-33	4120
361	396	Storage 35-35	4120
362	330, 331	Storage 34-29	4120
363	315, 316	Storage 35-38	4120
364	323, 324	Storage 34-25	4120
365	319, 320	Storage 35-39	4120
366	325, 326	Storage 34-26	4120
367	342, 343	Storage 34-30	4120
450	189	Storage 45-26	4120
451	448, 449	Storage 45-22	4120
452	135	Storage 44-18	4120
453	194	Storage 45-29	4120
454	150, 151	Storage 44-16	4120

455	196, 197	Storage 44-19	4120
456	152, 153	Storage 44-17	4120
457	296,297	Storage 35-40	4120
458	406	Storage 35-43	4120
459	192, 193	Storage 45-25	4120
460	145, 146	Storage 45-23	4120
461	144	Storage 45-30	4120
462	96, 97	Storage 45-27	4120
463	139, 140	Storage 45-21	4120
464	90, 91	Storage 45-24	4120
465	104, 105	Storage 35-42	4120
466	87, 88	Storage 45-28	4120
467	100, 101	Storage 45-20	4120
468	85,86	Storage 35-41	4120

Code System:	Storage Room Number per Condominium Plat & Storage Locker Number
Example: Storage 33-45	Storage Room Number 33, Locker Number 45

EXHIBIT C

Unit Number 4110 (B-wing)	Unit Area , SF	Percentage Interest in Common Elements
46	1,516	0.91%
47	1,375	0.83%
48	828	0.50%
130	1,225	0.74%
131	1,013	0.61%
132	905	0.55%
133	905	0.55%
136	945	0.57%
138	929	0.56%
139	1,302	0.79%
140	1,072	0.65%
141	1,072	0.65%
142	1,072	0.65%
143	1,072	0.65%
144	1,042	0.63%
145	1,042	0.63%
146	1,541	0.93%
147	1,418	0.86%
230	1,463	0.88%
231	971	0.59%
232	936	0.56%
233	905	0.55%
234	1,211	0.73%
235	1,088	0.66%
236	945	0.57%
237	959	0.58%
238	929	0.56%
239	1,302	0.79%
240	1,112	0.67%
241	1,112	0.67%
242	1,112	0.67%

243	1,112	0.67%
244	1,042	0.63%
245	1,042	0.63%
246	1,541	0.93%
247	1,485	0.90%
248	1,709	1.03%
249	307	0.19%

Unit Number 4110 (B-wing)	Unit Area , SF	
330	1,463	0.88%
331	971	0.59%
332	936	0.56%
333	905	0.55%
334	1,211	0.73%
335	1,088	0.66%
336	945	0.57%
337	959	0.58%
338	929	0.56%
339	1,302	0.79%
340	1,112	0.67%
341	1,112	0.67%
342	1,112	0.67%
343	1,112	0.67%
344	1,042	0.63%
345	1,042	0.63%
346	1,541	0.93%
347	1,485	0.90%
430	1,477	0.89%
431	956	0.58%
432	956	0.58%
433	905	0.55%
434	1,211	0.73%
435	1,087	0.66%
436	945	0.57%
437	959	0.58%

438	929	0.56%
439	1,302	0.79%
440	1,112	0.67%
441	1,112	0.67%
442	1,112	0.67%
443	1,112	0.67%
444	1,042	0.63%
445	1,042	0.63%
446	1,526	0.92%
447	1,466	0.88%
448	1,709	1.03%

Unit Number 4120 (C-wing)	Unit Area , SF	
66	1,521	0.92%
67	1,378	0.83%
68	828	0.50%
150	1,013	0.61%
151	1,225	0.74%
152	905	0.55%
153	905	0.55%
158	962	0.58%
159	945	0.57%
160	1,302	0.79%
161	929	0.56%
162	1,042	0.63%
163	1,042	0.63%
164	1,042	0.63%
165	1,042	0.63%
166	1,418	0.86%
167	1,541	0.93%
250	971	0.59%
251	1,463	0.88%
252	936	0.56%
253	905	0.55%

254	1,211	0.73%
255	1,088	0.66%
258	959	0.58%
259	945	0.57%
260	1,302	0.79%
261	929	0.56%
262	1,042	0.63%
263	1,042	0.63%
264	1,042	0.63%
265	1,042	0.63%
266	1,485	0.90%
267	1,541	0.93%
268	1,709	1.03%
269	307	0.19%
350	971	0.59%
351	1,463	0.88%
352	936	0.56%
353	905	0.55%
354	1,088	0.66%
355	1,211	0.73%

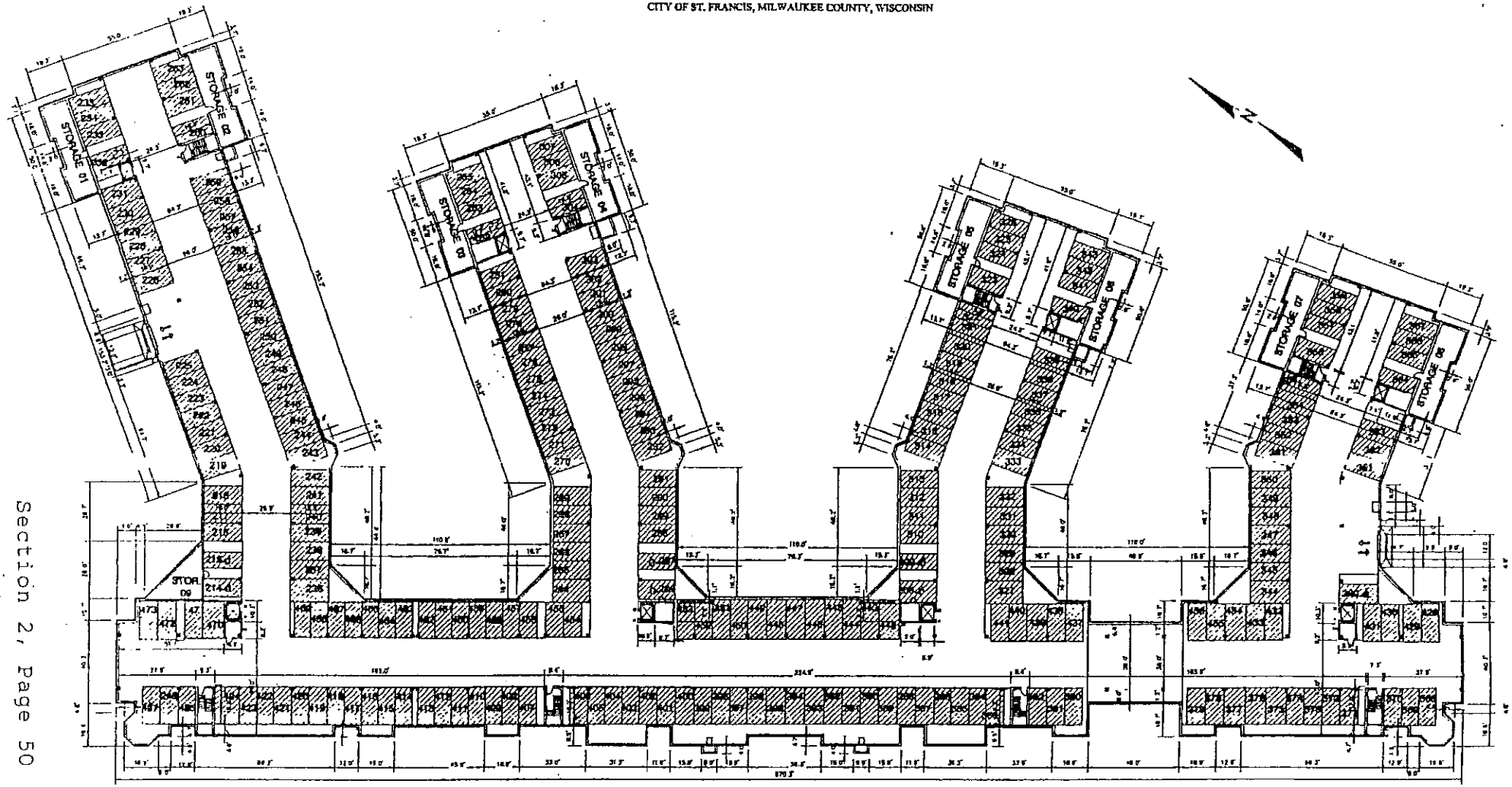
Unit Number 4120 (C-wing)	Unit Area , SF	
356	1,148	0.69%
357	1,127	0.68%
358	959	0.58%
359	945	0.57%
360	1,302	0.79%
361	929	0.56%
362	1,042	0.63%
363	1,042	0.63%
364	1,042	0.63%
365	1,042	0.63%
366	1,485	0.90%

367	1,541	0.93%
450	956	0.58%
451	1,477	0.89%
452	936	0.56%
453	905	0.55%
454	959	0.58%
455	1,211	0.73%
456	1,148	0.69%
457	1,127	0.68%
458	1,088	0.66%
459	945	0.57%
460	1,302	0.79%
461	929	0.56%
462	1,042	0.63%
463	1,042	0.63%
464	1,042	0.63%
465	1,042	0.63%
466	1,526	0.92%
467	1,466	0.88%
468	1,709	1.03%
		100.00%

165,773 Total Unit Area, SF

THE LANDING AT PAR... SHORE CONDOMINIUMS

CITY OF ST. FRANCIS, MILWAUKEE COUNTY, WISCONSIN



GRAPHIC SCALE

0 10 20 40 80

(IN FEET)

LOWER LEVEL PARKING

LIMITED COMMON ELEMENTS

National Survey & Engineering
A Division of R.A. Smith & Associates, Inc.
262-781-1000
Fax 262-797-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938
www.rasmith.com

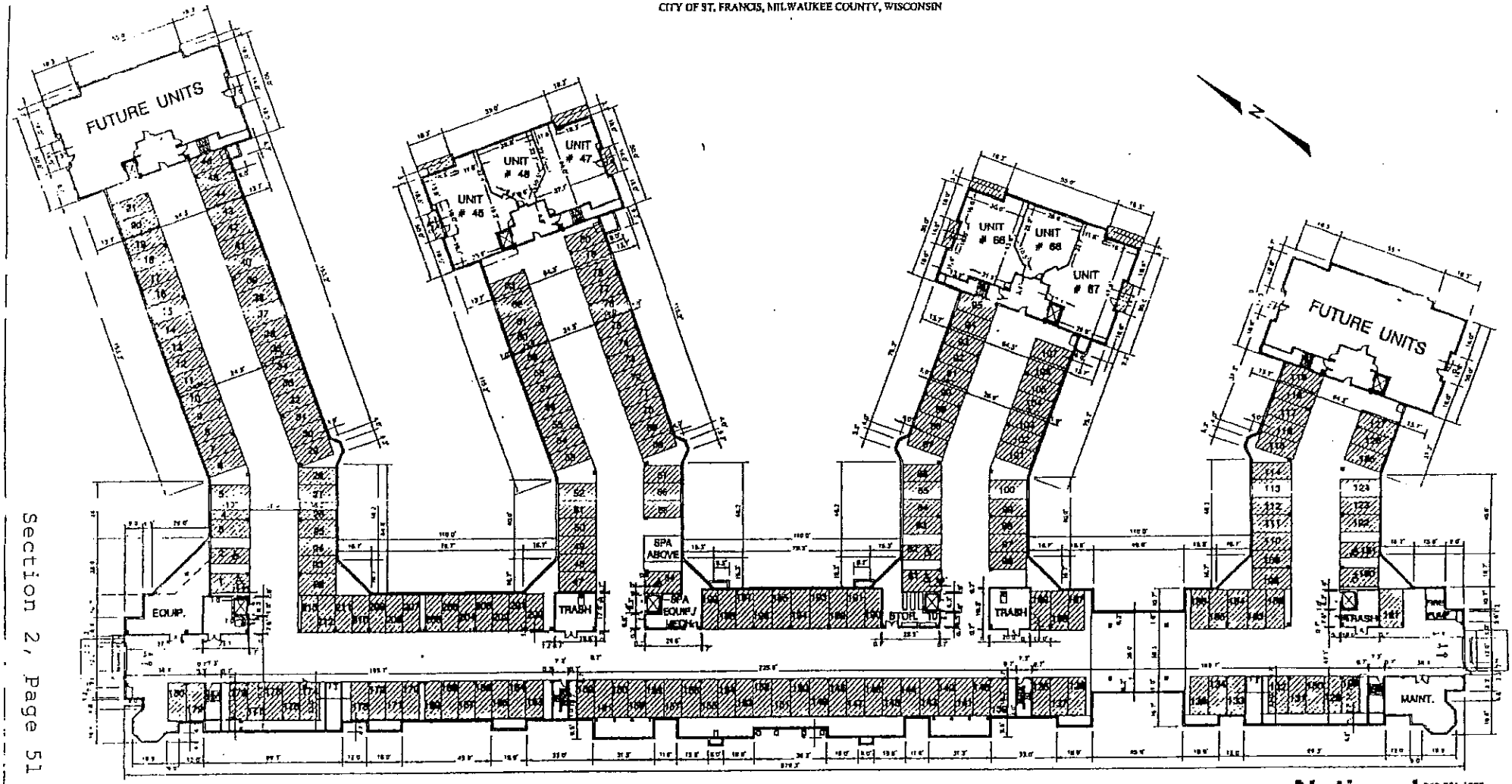
SHEET 2 OF 8

Section 2, Page 50

EXHIBIT D

THE LANDING AT PAR.. SHORE CONDOMINIUM..

CITY OF ST. FRANCIS, MILWAUKEE COUNTY, WISCONSIN



GRAPHIC SCALE

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(IN FEET)

UPPER LEVEL PARKING

LIMITED COMMON ELEMENTS

National Survey & Engineering

262-781-1000
Fax 262-797-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938

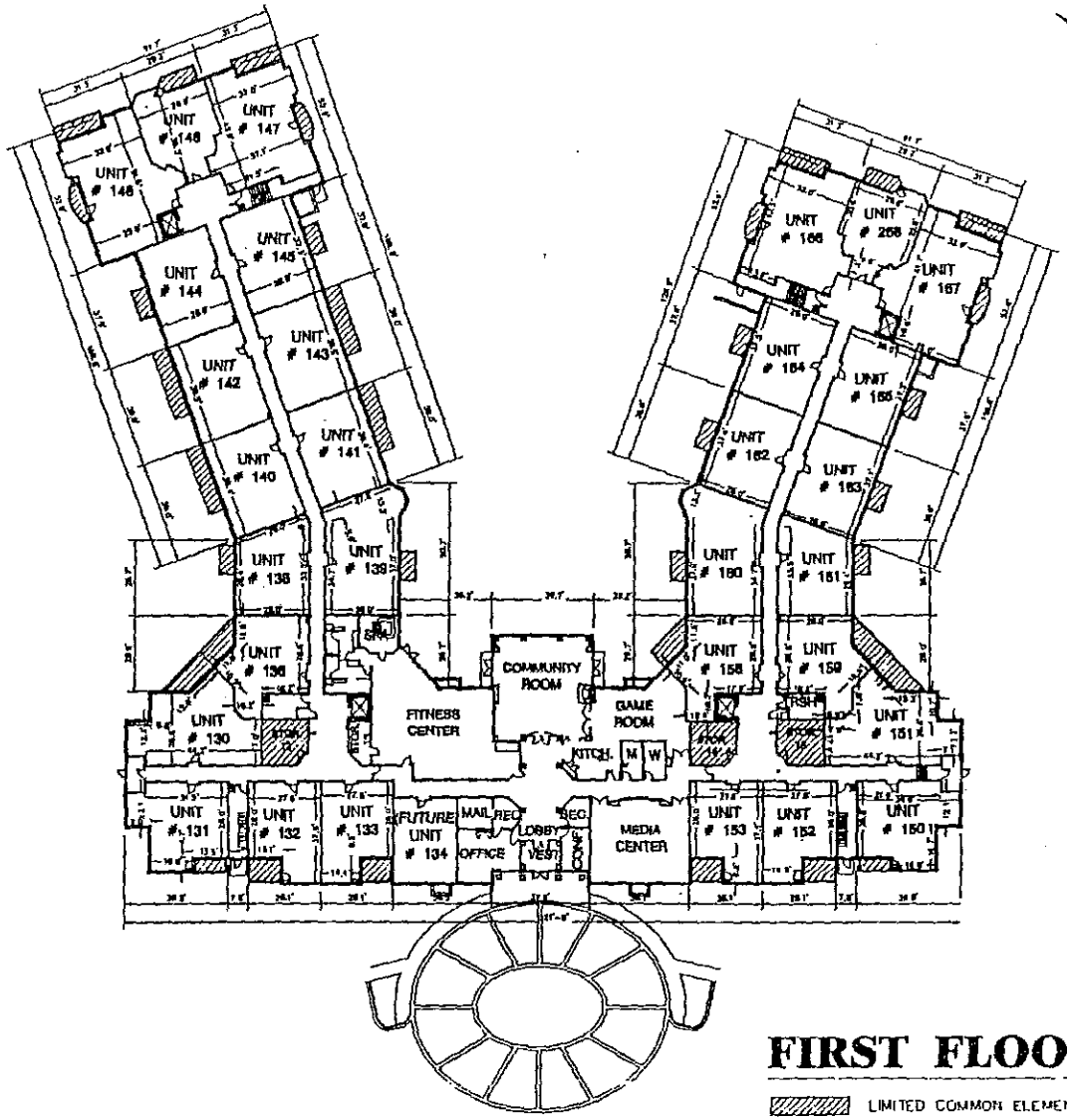
SHEET 3 OF 8

Section 2, Page 51

EXHIBIT D

THE LANDING AT [illegible]RK SHORE CONDOMI[illegible]

CITY OF ST. FRANCIS, MILWAUKEE COUNTY, WISCONSIN



GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)

FIRST FLOOR

LIMITED COMMON ELEMENTS

STOR. STORAGE

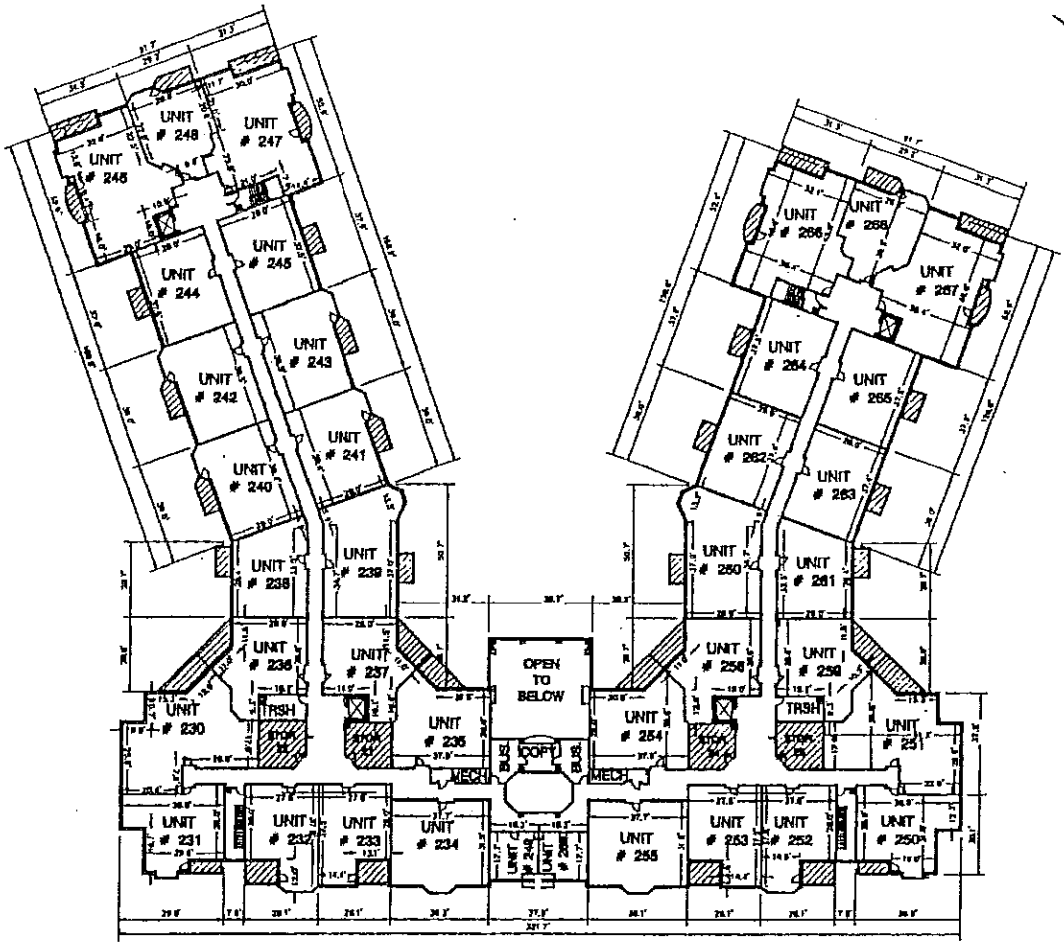
National Survey & Engineering
262-781-1000
Fax 262-797-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938
www.[illegible].com

SHEET 4 OF 8

EXHIBIT D

THE LANDING AT PAR[illegible] SHORE CONDOMINIUM[illegible]

CITY OF ST. FRANCIS, MILWAUKEE COUNTY, WISCONSIN



SECOND FLOOR

GRAPHIC SCALE

0 10 20 40 80

(IN FEET)

LIMITED COMMON ELEMENTS

National Survey & Engineering
262-781-1000
Fax 262-797-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938

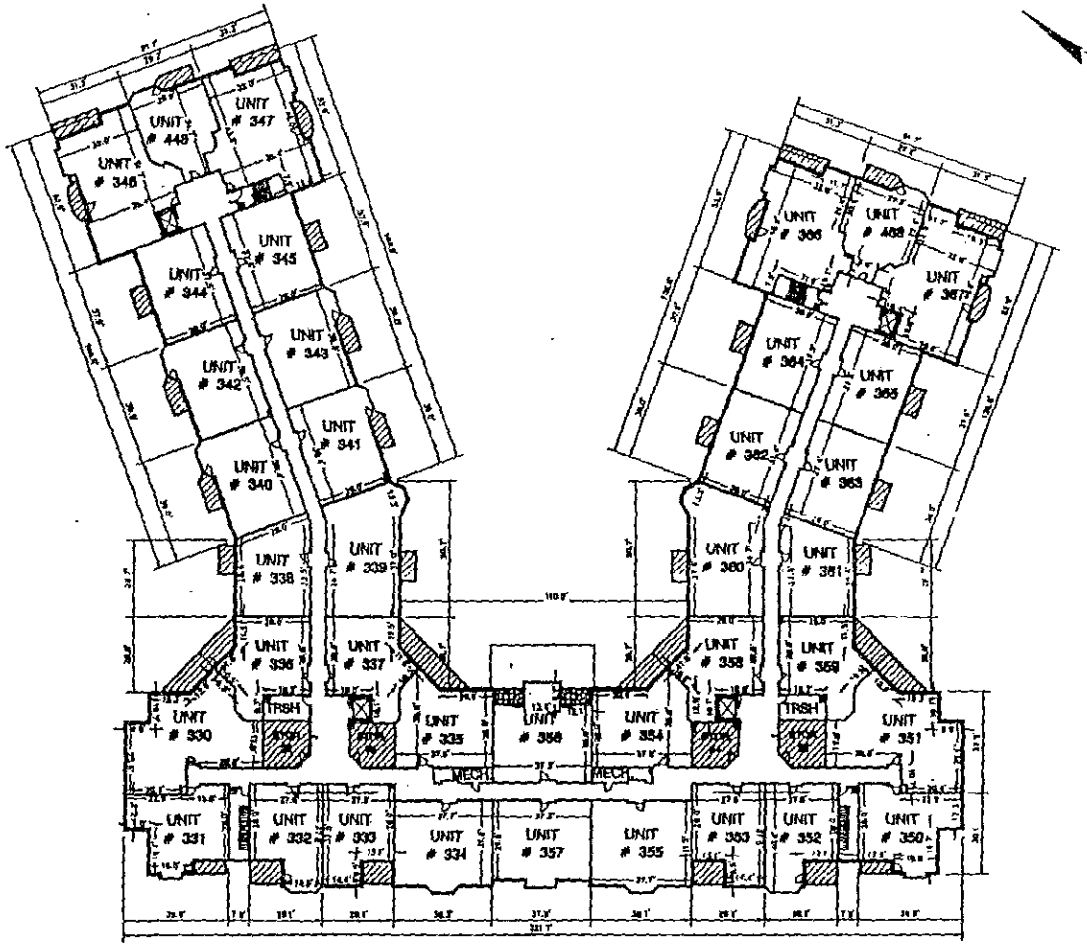
SHEET 5 OF 8

Section 2, Page 53

EXHIBIT D

THE LANDING AT PARK SHORE CONDOMINIUMS

CITY OF ST. FRANCIS, MILWAUKEE COUNTY, WISCONSIN



THIRD FLOOR

LIMITED COMMON ELEMENTS

GRAPHIC SCALE

(IN FEET)

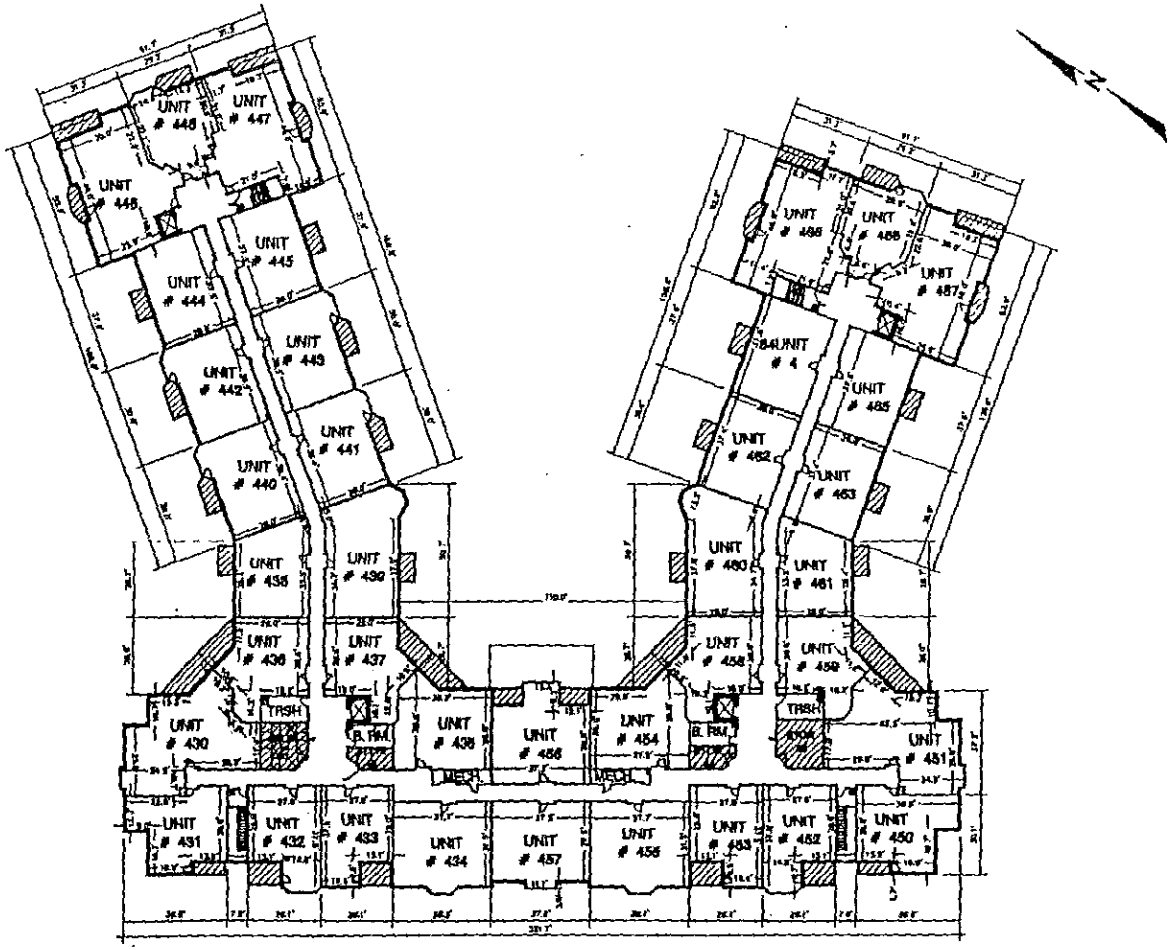
National Survey & Engineering
262-781-1800
Fax 262-797-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938
www.nsae.com

SHEET 5 OF 8

EXHIBIT D

THE LANDING AT PARK SHORE CONDOMINIUMS

CITY OF ST. FRANCIS, MILWAUKEE COUNTY, WISCONSIN



FOURTH FLOOR

LIMITED COMMON ELEMENTS

STOR. STORAGE

GRAPHIC SCALE

-10 0 10 20 40 80

(IN FEET)

National Survey & Engineering

262-781-1000
Fax 262-797-7373
15745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-1938
www.nse.com

SHEET 7 OF 8

Section 2, Page 55(A)

EXHIBIT D

THE LANDING AT PARK SHORE CONDOMINIUMS

CITY OF ST. FRANCIS, MILWAUKEE COUNTY, WISCONSIN

UNIT AREA TABLES

4110 SOUTH LAKE DRIVE

UPPER PARKING LEVEL

UNIT #	UNIT AREA
46	1,516 S.F.
47	1,375 S.F.
48	828 S.F.

FIRST FLOOR

UNIT #	UNIT AREA
130	1,225 S.F.
131	1,013 S.F.
132	905 S.F.
133	905 S.F.
134	760 S.F.
135	945 S.F.
136	929 S.F.
139	1,302 S.F.
140	1,072 S.F.
141	1,072 S.F.
142	1,072 S.F.
143	1,072 S.F.
144	1,042 S.F.
145	1,042 S.F.
146	1,541 S.F.
147	1,418 S.F.

THIRD FLOOR

UNIT #	UNIT AREA
330	1,463 S.F.
331	971 S.F.
332	936 S.F.
333	905 S.F.
334	1,211 S.F.
335	1,088 S.F.
336	945 S.F.
337	959 S.F.
338	929 S.F.
339	1,302 S.F.
340	1,112 S.F.
341	1,112 S.F.
342	1,112 S.F.
343	1,112 S.F.
344	1,042 S.F.
345	1,042 S.F.
346	1,541 S.F.
347	1,485 S.F.

SECOND FLOOR

UNIT #	UNIT AREA
230	1,483 S.F.
231	971 S.F.
232	936 S.F.
233	905 S.F.
234	1,211 S.F.
235	1,088 S.F.
236	945 S.F.
237	959 S.F.
238	929 S.F.
239	1,302 S.F.
240	1,112 S.F.
241	1,112 S.F.
242	1,112 S.F.
243	1,112 S.F.
244	1,042 S.F.
245	1,042 S.F.
246	1,541 S.F.
247	1,485 S.F.
248	1,709 S.F.
249	307 S.F.

FOURTH FLOOR

UNIT #	UNIT AREA
430	1,477 S.F.
431	956 S.F.
432	954 S.F.
433	905 S.F.
434	1,211 S.F.
435	1,087 S.F.
436	945 S.F.
437	959 S.F.
438	929 S.F.
439	1,302 S.F.
440	1,112 S.F.
441	1,112 S.F.
442	1,112 S.F.
443	1,112 S.F.
444	1,042 S.F.
445	1,042 S.F.
446	1,526 S.F.
447	1,466 S.F.
448	1,709 S.F.

4120 SOUTH LAKE DRIVE

UPPER PARKING LEVEL

UNIT #	UNIT AREA
66	1,521 S.F.
67	1,378 S.F.
68	828 S.F.

FIRST FLOOR

UNIT #	UNIT AREA
150	1,013 S.F.
151	1,225 S.F.
152	905 S.F.
153	905 S.F.
158	982 S.F.
159	945 S.F.
160	1,302 S.F.
161	929 S.F.
162	1,042 S.F.
163	1,042 S.F.
164	1,042 S.F.
165	1,042 S.F.
166	1,418 S.F.
167	1,541 S.F.

THIRD FLOOR

UNIT #	UNIT AREA
350	971 S.F.
351	1,463 S.F.
352	936 S.F.
353	905 S.F.
354	1,088 S.F.
355	1,211 S.F.
356	1,148 S.F.
357	1,127 S.F.
358	959 S.F.
359	945 S.F.
360	1,302 S.F.
361	929 S.F.
362	1,042 S.F.
363	1,042 S.F.
364	1,042 S.F.
365	1,042 S.F.
366	1,485 S.F.
367	1,541 S.F.

SECOND FLOOR

UNIT #	UNIT AREA
250	971 S.F.
251	1,463 S.F.
252	936 S.F.
253	905 S.F.
254	1,211 S.F.
255	1,088 S.F.
258	959 S.F.
259	945 S.F.
260	1,302 S.F.
261	929 S.F.
262	1,042 S.F.
263	1,042 S.F.
264	1,042 S.F.
265	1,042 S.F.
266	1,485 S.F.
267	1,541 S.F.
268	1,709 S.F.
269	307 S.F.

FOURTH FLOOR

UNIT #	UNIT AREA
450	936 S.F.
451	1,477 S.F.
452	936 S.F.
453	905 S.F.
454	959 S.F.
455	1,211 S.F.
456	1,148 S.F.
457	1,127 S.F.
458	1,088 S.F.
459	945 S.F.
460	1,302 S.F.
461	929 S.F.
462	1,042 S.F.
463	1,042 S.F.
464	1,042 S.F.
465	1,042 S.F.
466	1,526 S.F.
467	1,466 S.F.
468	1,709 S.F.

NOTES:
- AREAS ARE BASED ON PROPOSED CONSTRUCTION DRAWINGS BY OTHERS.
- AREAS ARE APPROXIMATE.
- AREAS MAY VARY FROM ACTUAL CONSTRUCTED UNIT SIZES.

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EXHIBIT D