REVISED

# DECLARATION OF CONDOMINIUM OWNERSHIP OF THE BOWMAN LOFTS

715-723 North Milwaukee Street
Milwaukee, Wisconsin

## TABLE OF CONTENTS


| | | Page Number |
|---|---|---|
| Article I | Statement of Declaration | 2. |
| Article II | Name and Description of the Condominium and Units | 2. |
| Article III | Common Elements and Limited Common Elements | 3. |
| Article IV | Use of Units and Common Elements | 4. |
| Article V | Maintenance, Repairs and Replacements | 5. |
| Article VI | Association Membership | 7. |
| Article VII | Assessments | 7. |
| Article VIII | Insurance | 9. |
| Article IX | Declarant's Rights | 10. |
| Article X | Notices | 10. |
| Article XI | General Provisions | 11. |
| EXHIBITS | | |
| Exhibit A | Legal Description | A-1. |
| Exhibit B | Location of Building and Floor Plans | B-1. |
| Exhibit C | Percentage Interest in Common Elements | C-1. |

REVISED

# DECLARATION OF CONDOMINIUM OWNERSHIP OF THE BOWMAN LOFTS

715 North Milwaukee Street
Milwaukee, Wisconsin

The DECLARATION, made the 23rd day of December, 2002, by G/S Partnership, LLP, a Wisconsin Limited Liability Partnership ("Declarant"), pursuant to the provisions of the Wisconsin Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes ("Act") and recorded with the Register of Deed for Milwaukee County as Document Number 8417433 with the Plat as Document Number 8417434 is hereby revoked and replaced by this Revised Declaration of Condominium made this 3rd day of February, 2003.

## I

## STATEMENT OF DECLARATION

The Declarant is the owner of certain real estate located at 715-723 North Milwaukee Street, in the City of Milwaukee, Milwaukee County, Wisconsin, as legally described on the attached Exhibit A ("Land"). The Declarant hereby submits and subjects the Land, together with all buildings, structures, improvements and other permanent fixtures to be constructed thereon ("Property"), to the provisions of the Act. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to Declarant, its successors and assigns and to all parties hereafter having an interest in the Property.

## II

## NAME AND DESCRIPTION OF THE CONDOMINIUM AND UNITS

The Property and the mixed use 10-unit residential and 4-unit commercial building ("Building"), shall be known as The Bowman Lofts ("Condominium"). A "Unit" is that part of the Building that is not a Common Element and is intended for individual, private use, comprised of one or more cubicles of air at one or more levels of space having outer boundaries formed by the interior surfaces of the perimeter walls, unfinished floors, ceilings, windows, window frames, doors and door frames of the Unit, as shown on the Building and Floor Plans attached hereto as Exhibit B, together with all fixtures and improvements therein contained including the plumbing and electrical wiring within the walls. A Unit may be either residential or commercial as designated herein. All installations for providing power, light, gas, hot and cold water, heating, refrigeration and air conditioning exclusively to one Unit shall be considered a part of that Unit. The various types of Units, their respective designations and locations, the

approximate area of the Units, number of rooms, Common Elements to which the Units have access and further details identifying and describing the Units are all as set forth on Exhibit B attached hereto.

The Declarant reserves the right to change the style, model, size or location of the Building or any Unit prior to completion of the sale thereof, provided the Building and Units are comparable in style and quality. In interpreting the survey or floor plans or any deed or any other instrument affecting a Building or Unit, the boundaries of the Building or Unit constructed or reconstructed in substantial accordance with the survey and floor plans shall be conclusively presumed to be the actual boundaries rather than the description expressed in the survey or floor plans, regardless of minor variations between boundaries shown on the survey and floor plans and the actual boundaries or the Building or Unit as located and erected.

## III

## COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Each owner of a Unit ("Unit Owner" or "Owner") shall own an undivided interest in the Common Elements with all other Unit Owners. The "Common Elements" shall consist of all of the Condominium, except the individual Units, including without limitation, the Land, foundations, structural walls and columns located within the boundaries of a Unit, hallways, stairways, entrances and exits, lobby, elevator, basements, roof, pipes, ducts, electrical wiring and conduits, central heating and air conditioning systems (not specifically located within a Unit), public utility lines, structural parts of the Building, outside walks, and driveways, landscaping and recreational areas., Each Unit's percentage of ownership in the Common Elements is set forth on the attached Exhibit C.

Each Unit Owner shall have a valid, non-exclusive easement to the Common Element space between the interior and exterior of the perimeter walls of the Unit for purposes of adding additional utility outlets, wall hangings and the like, where space between the walls may be necessary for such uses, provided that the Unit Owner shall do nothing to impair the structural integrity of the Building or the sound proofing of common walls between the Units, and provided further that the Common Elements be restored to their former condition by the Unit Owner at the Unit Owner's sole expense upon completion or termination of such use. Easements are hereby granted and declared for the benefit of the Association (hereinafter described) for the installation, maintenance and repair of common utility services in any part of the Units.

The following portion of the Common Elements shall be considered "Limited Common Elements": the parking stalls designated for a specific Unit; and the basement areas including the storage locker designated for a specific Unit. Each Unit Owner shall be entitled to the exclusive use of such Limited Common Elements. Some Units shall have a parking stall appurtenant to it as designated by Declarant upon the first

conveyance of each Unit. Declarant shall have the right to assign specific parking stalls to Units, which assignment shall be set forth on a schedule maintained by the Association. Once a specific stall is assigned to a Unit, it may not be changed without the consent of the Unit Owner and Association. A Unit Owner may sell and grant by deed, subject to the rights of any existing mortgagee, one of its parking stalls, provided that the purchaser is another Unit Owner and the use of that parking stall shall be appurtenant to the Unit of such buying Unit Owner.

## IV

## USE OF UNITS AND COMMON ELEMENTS

The Residential Units shall be occupied and used only for dwelling purposes and for no other purposes. No trade or business shall be carried on anywhere within the Residential Units. The Commercial Units may be used only for commercial purposes and not for residential purposes. The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion, but after a Unit has been conveyed by Declarant to an Owner, it may not thereafter be leased except for a term of not less than one (1) year. Any person occupying a Unit with the authority of an Owner shall comply with all of the restrictions, covenants and conditions imposed on an Owner. A Commercial Unit may be leased by the Owner for any lawful purpose. If a Unit is leased in accordance with this Article, the Owner of such Unit shall notify the Association of the tenant's name or names and telephone number in writing within 24 hours after the commencement of the lease. If an Owner intends to leave a Unit for a period of more than one (1) month, such Owner shall prior thereto notify the Association of the forwarding address and telephone number where the Owner can be reached.

No trade or business may be carried on in the Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements with out the prior written consent of the Association, except as specifically provided herein. Nothing shall be altered or constructed in, or removed from, the Common Elements except upon the prior written consent of the Association. No garbage or rubbish containers shall be placed or kept in the Comment Elements other than those areas designated by the Association. An Owner shall not paint, decorate, or alter the appearance of the Common Elements without the consent of the Association. Subject to the rights of the Declarant under Article IX, no Owner may erect, post or display posters, signs or advertising material on or in the Common Elements.

Parking stalls, which are Limited Common Elements, shall be used only for parking of private passenger automobiles, pickup trucks, motorcycles and bicycles. Persons parking in Common Elements shall, at reasonable times, for a reasonable period and upon reasonable notice, remove their vehicles therefrom to permit the parking areas to be repaired, resurfaced, repainted, striped or to permit cleaning thereof, the removal of snow therefrom or for similar purposes. All vehicles must fit

within the space assigned any may not interfere with the use of adjoining spaces. Parking of vehicles in Common Elements shall be subject to rules established by the Association.

Nothing shall be done or kept in any Unit or in the Common Elements, or any part thereof, which would increase the rate of insurance on the Condominium, or any part thereof, over what the Association, but for such activity, would pay. Nothing shall be done or kept in any Unit or in the Common Elements, or any part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Elements, or any part thereof, shall be permitted by any Owner or guests or tenants of the Unit Owner or other occupants of the Unit, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by, or at the direction of, that Unit Owner or guest or tenants of the Unit Owner or other occupants of the Unit. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Elements which may cause an annoyance or nuisance (including the use of stereos, musical instruments, televisions or radios at such time or in such volumes of sound as to be objectionable) to any other occupants of the Building.

## V

## MAINTENANCE, REPAIRS AND REPLACEMENTS

The Association, subject to the rights and duties of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Elements and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. All such maintenance, repairs and replacements to the Common Elements and facilities, whether located inside or outside of the Units, shall be made by the Association and charged to the Unit Owners as provided herein. The Association may enter any Unit at reasonable times with prior notice , when possible, and under reasonable conditions when necessary in connection with any maintenance, construction or repair of improvements or systems for which the Association is responsible. Such entry shall be made with prior notice to the Owners and with as little inconvenience to the Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense.

The Association may obtain and pay for the services of any person or entity, including a person or entity affiliated with the Declarant, to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Common Elements, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in

connection with the operation of the Common Elements or the enforcement of this Declaration. The Association may arrange with others to furnish water, trash collection and other common services to each Unit.

The Association may make reasonable rules and regulations governing the use of the Units and of the Common Elements, which rules and regulations shall be consistent with the rights and duties established in this Declaration.

A Unit Owner shall be responsible for all maintenance, repairs and replacement of: (a) interior surfaces of a Unit together with utilities lines, mechanical equipment and fixtures which serve that Unit; (b) such fixtures and equipment which are located within that Unit; and (c) glass surfaces, screens, doors, windows, door and window hardware appurtenant to the Unit. The expense of such maintenance, repairs and replacements shall be borne solely by such Owner. A Unit Owner shall keep the Limited Common Elements appurtenant to such Unit, in a good, clean, sanitary and attractive condition. A Unit Owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise refurnish and decorate the interior surfaces of the walls, ceilings, floors and doors forming or within the boundaries of a Unit and, subject to the approval of the Association, erect partition walls of a non-structural nature, provided that such Unit Owner shall take no action which in any way will materially change any common walls. However, all window treatment that cover the windows must be approved by the Association prior to installation.

An Owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to a Unit, or in or to the exterior of the Building or any Common Element. A Unit Owner shall not perform, or allow to be performed, any act or work which will impair the structural soundness or integrity of the Building, impair the safety of the Condominium or its occupants, or impair any easement without the prior written consent of the Association. Units may not be subdivided.

In the event that any maintenance, repairs or replacement of a Common Element is required as a result of the willful or negligent act of an Owner or invitee, the costs shall be added to and become a part of the assessment for such Owner's Unit.

## VI

## ASSOCIATION MEMBERSHIP

Every Unit Owner shall be entitled and required to be a member ("Member") of "The Bowman Lofts Condominium Association", a nonstock corporation formed under Chapter 181 of the Wisconsin Statutes ("Association"). If title to a Unit is held by more than one person, each such person shall be a Member and the co-Owners shall notify

the Association, in writing, which individual is entitled to cast the vote on behalf of all co-Owners. An Owner of more than one Unit shall be entitled to one membership for each such Unit owned by such person. Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically by conveyance of that Unit. No person or entity other than a Unit Owner or Declarant may be a Member, and membership in the Association may not be transferred except in connection with the transfer of title to a Unit; provided, however, that the rights of voting may be assigned to a mortgagee as security for a loan secured by a mortgage on a Unit. The percentage interest for each Unit identified on the attached Exhibit C shall serve as the basis in determining the voting interest of each Unit on matters for determination by Members and as to other matters described in the Act. Voting rights appurtenant to a Unit shall be exercised as provided in the By-Laws of the Association.

## VII

## ASSESSMENTS

Each Owner (excluding the Declarant which shall be obligated to pay for common expenses in accordance with the provisions set forth below), hereby covenants and agrees with each other Owner and with the Association to pay annual assessments, special assessments for capital improvements and for other matters as provided in this Declaration. Such assessment shall be fixed, established and collected from time to time in the manner provided in this Article. After the transfer of the first Unit from Declarant to an Owner, Declarant shall not be responsible for assessments for common expenses with respect to unsold Units. However, Declarant shall pay the difference between the common expenses incurred by the Association, and the actual amount of assessments due from Unit Owners other than Declarant, provided, that in no event shall Declarant's obligation for common expenses for an unsold Unit exceed the amount that an Owner other than Declarant would have been obligated to pay in assessments on the Unit from the date a final occupancy permit was issued for such Unit. The Declarant shall not be responsible for paying for any expenses incurred by the Association after the date of conveyance of the last Unit by the Declarant.

The Board of Directors of the Association ("Board") shall from time to time, and at least annually, prepare a budget and fix the annual assessment, which assessment shall be used exclusively to promote the recreation, health, safety and welfare of the members, for the improvement and maintenance of the Common Elements and such emergency repairs as the Association may deem necessary. It is anticipated that the Association will assess the residential units for the entire assessment and that the commercial units will not bear any part thereof because the Common Areas primarily benefit the residential units. In addition to the annual assessments, the Board may levy, in any assessment year, a special assessment applicable to that year only for the purposes determined by the Board.

The Board may also levy special assessments against a particular Unit Owner and Unit for: (a) cost and expenses (anticipated or incurred) for damage to the Common Elements caused by or at the direction of that Unit Owner or guests or tenants of the Unit Owner or other occupants of the Unit; (b) costs, expenses and actual attorneys' fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce the Act, the Declaration, the By-Laws, or the rules or regulations of the Association; (c) costs and expenses (anticipated or incurred) for emergency repairs to a Unit; (d) liabilities, costs and expenses incurred by the Association as a result of any temporary or permanent condition or defect in the Unit; (e) interest due on general and special assessments; (f) forfeitures and other penalties levied by the Board for violations of the condominium documents by a Unit Owner or the tenants or guests of the Unit Owner or occupants of a Unit; (g) all other costs and expenses anticipated or incurred by the Association which are subject to special assessments as provided under this Declaration or the By-Laws of the Association.

Each purchaser of a Unit from the Declarant shall pay to the Association as a contribution to the working capital of the Association (and not an advance payment of a monthly assessment) an amount equal to two monthly installments of the then existing or estimated assessment for common expenses at the time of conveyance by the Declarant. The Declarant may not use the working capital fund to defray its own expenses while it maintains control of the Association. The Association may determine how to use or apply the working capital fund, including, but not limited to, an addition to any reserve fund, or a deposit to a segregated fund for any purpose. Nothing herein shall prevent a Unit Owner from recouping any payments made to the Association under this paragraph from a subsequent purchaser of the Unit.

The annual assessments provided for herein shall be payable in monthly installments and shall commence as to a Unit on the date of first conveyance of such Unit by the Declarant. The first annual assessment shall be adjusted according to the number of months then remaining in the calendar year. At the closing of the first sale by Declarant of each Unit, that portion of the annual assessment due and payable in the month in which the closing occurs shall be prorated. The Board shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner. The due date shall be the 1st day of each month. If such assessments are not paid by the 10th day of each month, an additional $25.00 late fee will be assessed to such Unit. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association setting forth whether the assessments on a specified Unit have been paid.

All sums assessed to any Unit pursuant to this Article, together with interest thereon, shall be secured by a lien on such Unit in favor of the Association as provided in the Act.

## VIII

## INSURANCE

The Association, for the benefit of all Unit Owners, shall insure the Common Elements and the Building against loss or damage by fire and such other hazards as the Association may deem desirable, for the full replacement value of the Common Elements and the Building and a liability policy covering all claims commonly insured against, without prejudice to the right of a Unit Owner to also insure the Unit Owner's Unit for the Unit Owner's own benefit. The premiums for such insurance shall be deemed common expenses. Such insurance coverage shall be written in the name of, losses thereunder shall be adjusted by, and the proceeds of such insurance shall be payable to, the Association as trustee for the Unit Owners. The Association may engage the services of any bank or trust company authorized to do trust business in Wisconsin to act as trustee, agent or depository on behalf of the Association for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Association shall determine, consistent with the provisions of this Declaration. The fees of such corporate trustee shall be common expenses. The Association shall not be obligated to acquire casualty, property or liability insurance coverage or other insurance protection for a Unit Owner's individual Unit.

The proceeds of such insurance shall first be disbursed by the Association or by the trustee on behalf of the Association for the repair or restoration of the damaged Common Elements, and the Unit Owners and mortgagees shall not be entitled to receive payment of any portion of the insurance proceed unless the Association has determined not to rebuild, or the court has ordered partition of the Condominium, or there is a surplus of insurance proceeds after the Common Elements have been completely repaired or restored.

In the event of a partial or total destruction of the Common Elements, such Common Elements shall be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as originally built. All costs of the repair or reconstruction in excess of available insurance proceeds shall be a common expense.

In the event of damage to an extent more than the available insurance, this Condominium shall be subject to an action for partition, upon obtaining the written consent of the Unit Owners having no less than seventy-five percent (75%) of the votes. In the event of partition, the net proceeds of sale, together with any net proceeds of insurance shall be considered as one fund and shall be divided among all Unit Owners in proportion to their percentage interests in the Common Elements.

The Association may maintain, as a common expense, any other insurance

coverage or additional protection which the Board may deem necessary or advisable.

## IX

## DECLARANT'S RIGHTS

Until such time as the Declarant has sold all of the Units, the Declarant shall have the right to use any unsold Units and the Common Elements as may be necessary to expedite the sale of the Units, including but not limited to, the maintaining of a sale office, the holding of open houses and the erecting of signs.

## X

## NOTICES

All notices and other documents required to be given by this Declaration or by the By-Laws of the Association, shall be sufficient if given to any Owner of a Unit regardless of the number of Owners who have an interest therein. Notices and other documents to be served upon Declarant or the Association shall be personally served on the registered agent specified for receipt of process or mailed by certified mail, return receipt requested to such registered agent. All Owners shall provide the Secretary or the Association with the address for the mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged the Secretary's duty with respect to giving of such notice by mailing it or having it delivered personally to the last such address on file. If a Unit Owner fails to provide such address, the Secretary shall be deemed to have given sufficient notice by mailing it or having it delivered to the Unit.

## XI

## GENERAL PROVISIONS

If any provision of this Declaration, or the application thereof, shall be held invalid or unenforceable, then the remainder of this Declaration shall not be affected thereby and shall be valid, and be enforced to the fullest extent.

The failure of the Association to insist, in any one instance, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment of such term, covenant, condition or restriction in the future, and such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a Unit Owner, with knowledge of the breach of any

covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed on behalf of the Association.

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

Except as hereinafter limited, this Declaration may be amended by an instrument signed by the Declarant alone at any time prior to the sale of Units having twenty-five percent (25%) of the percentage interest in the Common Elements and thereafter signed by Unit Owners having not less than seventy-five percent (75%) of the percentage interest in the Common Elements. A Unit Owner's consent to an amendment is not effective unless it is approved by a mortgagee of the Unit, if any. No Amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage or which would alter, amend or modify, in any manner whatsoever, the rights, powers and privileges granted and reserved herein, in favor of any mortgagee or in favor of the Declarant without the consent of all such mortgagees or the Declarant, as the case may be. Any Amendment must be recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin Avenue, Suite 1000 East, Milwaukee, Wisconsin, 53203.

The initial registered agent for service of process is Mark Sumner, 310 West Wisconsin Avenue, Suite 1000 East, Milwaukee, Wisconsin 53203, as provided for in the Articles of Incorporation for the Association. The registered agent may change from time to time as and when a Change of Registered Agent is filed with the Department of Financial Institutions for the State of Wisconsin. Any change in the registered agent will not require an amendment to this Declaration.

As of the date hereof none of the Condominium Units have been conveyed.

WITNESS WHEREOF, the Declarant, The Bowman Lofts, LLC, has executed this Revised Declaration this _____ day of February, 2003.

G/S Partnership, L.L.P.

By: _____
Mark Sumner

By: _____
Mark Gleischman

ACKNOWLEDGMENT

STATE OF WISCONSIN )
) ss.
Milwaukee County )

Personally came before me this ____day of February, 2003 the above named Mark Sumner and Mark Gleischman to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____

_____
Notary Public, State of Wisconsin
My Commission expires:_____

This instrument was drafted by:
Mark L. Sumner

## EXHIBIT A

Lot Four (4) and the North one-third (1/3) of Lot Five (5) in Block Twelve (12) in the PLAT OF MILWAUKEE in the West one-half (1/2) of the Northwest Fractional one-quarter (1/4) of Section Twenty-Eight (28), in Township Seven (7) North, range Twenty-Two (22) East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

## EXHIBIT B

## Condominium Plat

Attached Condominium Plat.

# THE BOWMAN LOFT CONDOMINUM

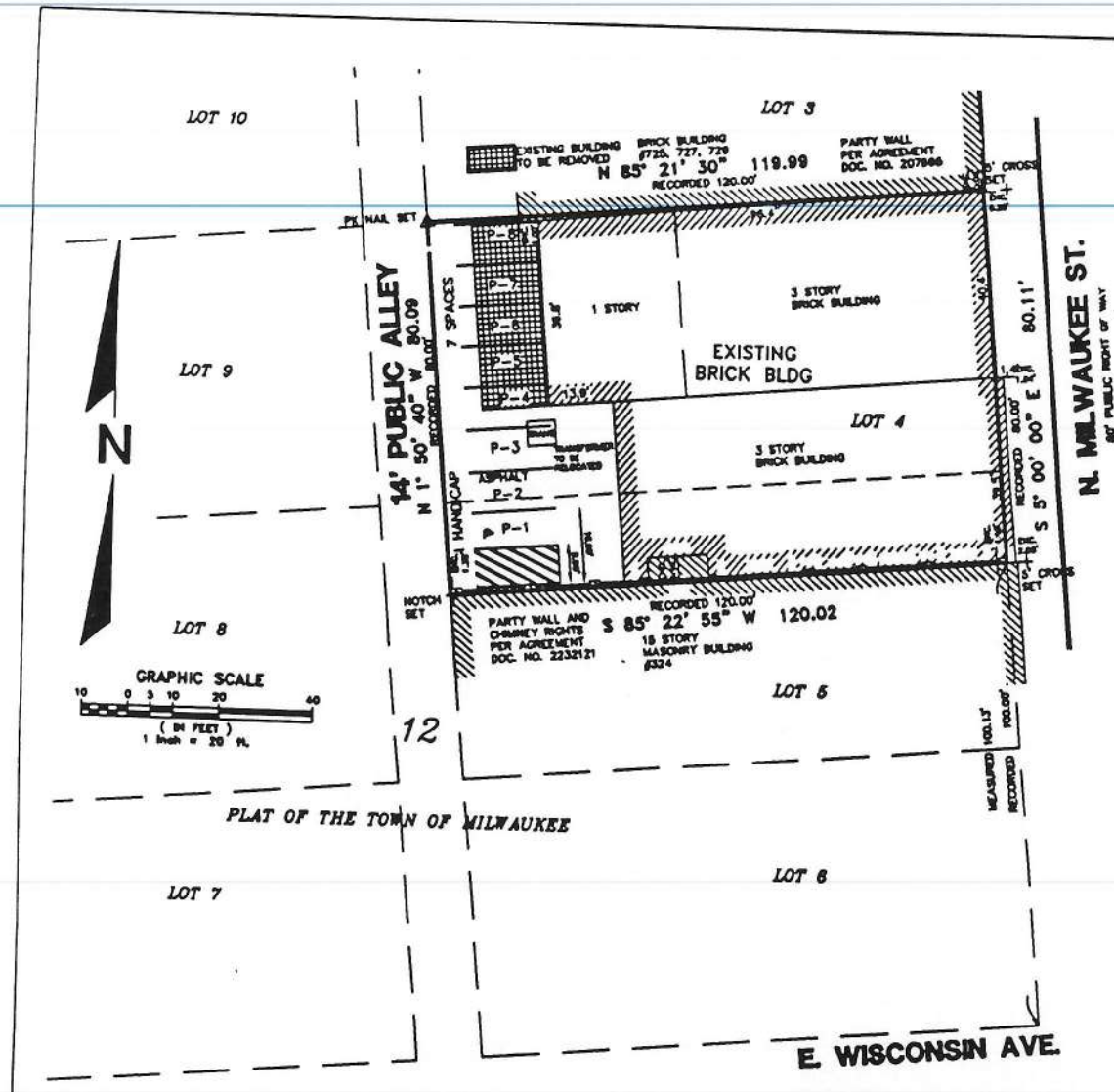
CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

KNOWN AS 719–723 NORTH MILWAUKEE STREET, IN THE CITY OF MILWAUKEE, WISCONSIN.

LOT 4 AND THE NORTH 1/3 OF LOT 5 IN BLOCK 12 IN THE PLAT OF THE TOWN OF MILWAUKEE ON THE EAST SIDE OF THE RIVER, BEING IN THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

MAY 17, 2002

SURVEY NO. 148143 - WBN




NOTES:
1. THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM OTHER THAN THOSE AREAS DESIGNATED AS UNITS, PARKING UNITS, OR LIMITED COMMON ELEMENTS.
2. DIMENSIONS FOR THE FLOOR PLANS OBTAINED FROM THE ARCHITECTURAL DRAWINGS AND ARE NOT REFLECTIVE OF AN ASBUILT CONDITION.
3. BEARINGS ARE BASED ON THE WEST LINE OF NORTH MILWAUKEE STREET, WITH AN ASSUMED BEARING OF S 5° 00' 00" E.
4. P–1 DENOTES PARKING UNIT.

I, DONALD C. CHAPUT, RLS, 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 EXISTING OR PROPOSED BUILDINGS AND IMPROVEMENTS UPON SAID PROPERTY.

THIS CONDOMINIUM PLAT IS A CORRECT REPRESENTATION OF THE BOWMAN LOFT CONDOMINUM AND THE IDENTIFICATION AND LOCATION OF EACH UNIT, AND TO THE EXTENT FEASIBLE, THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE DIAGRAMMATIC FLOOR PLANS SHOW ONLY THE APPROXIMATE DIMENSIONS, FLOOR AREAS AND LOCATION OF EACH UNIT.

MAY 17, 2002

DONALD C. CHAPUT
REGISTERED LAND SURVEYOR
REGISTRATION NO. S–1316

(SEAL)

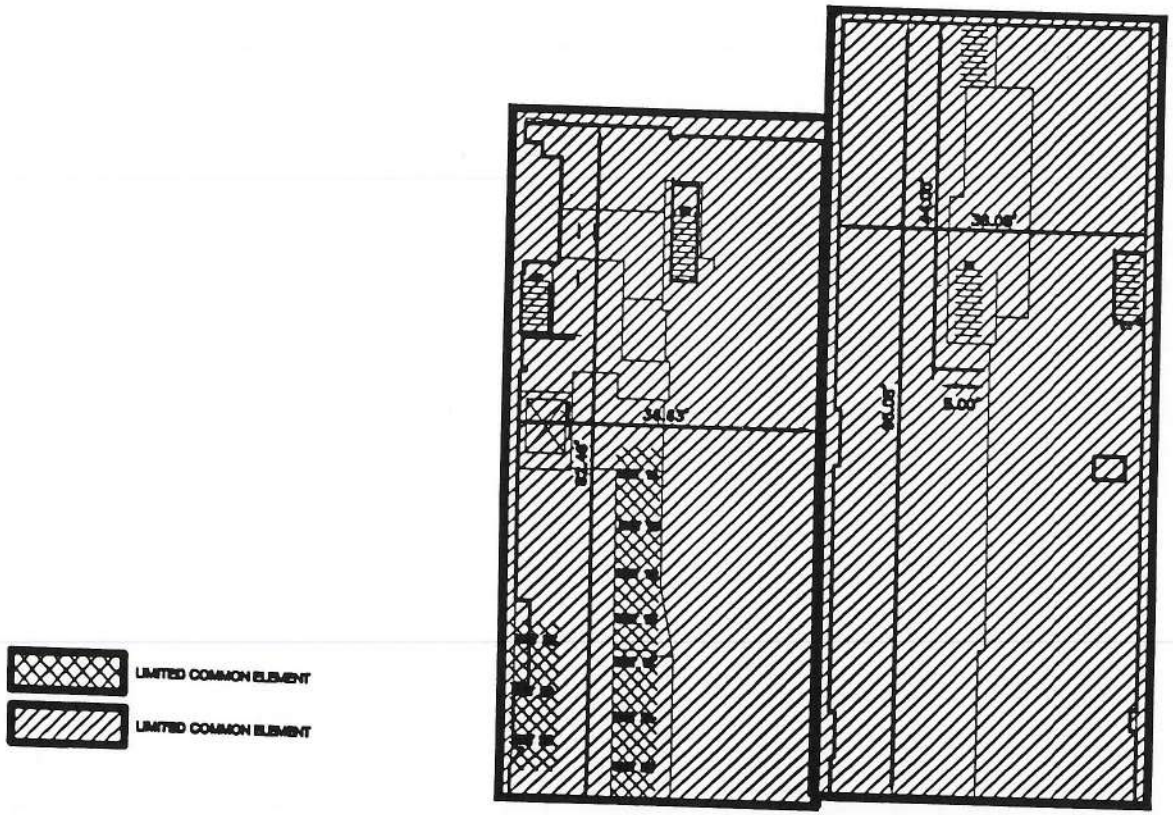
National Survey & Engineering



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# THE BOWMAN LOFT CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN




N

GRAPHIC SCALE

0 5 10 20

( IN FEET )

1 inch = 10 ft.

LIMITED COMMON ELEMENT

LIMITED COMMON ELEMENT

NOTES:

1. THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM OTHER THAN THOSE AREAS DESIGNATED AS RESIDENTIAL UNITS, PARKING UNITS, REMOTE PARKING UNITS OR LIMITED COMMON ELEMENTS.

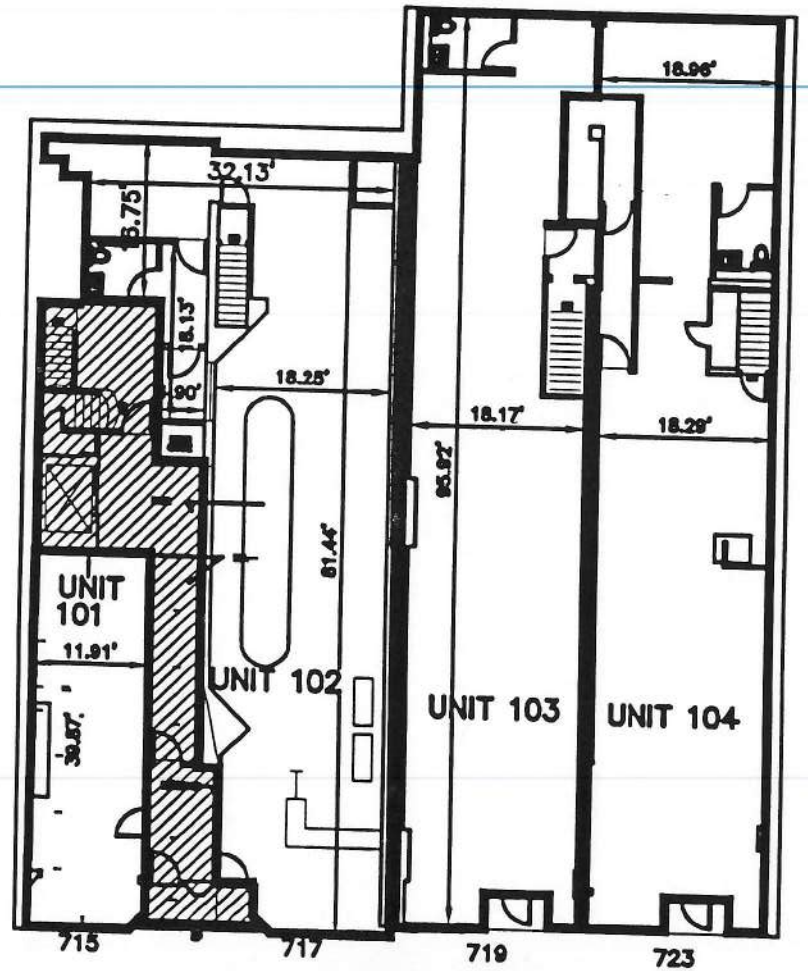
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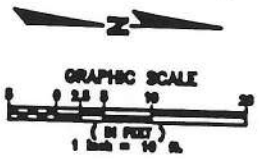
BASEMENT

PAGE 2 OF 6

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# THE BOWMAN LOFT CONDOMINIUM




LIMITED COMMON ELEMENT

NOTES:
1. THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM OTHER THAN THOSE AREAS DESIGNATED AS RESIDENTIAL UNITS, PARKING UNITS, RETAIL PARKING UNITS OR LIMITED COMMON ELEMENTS.

National Survey & Engineering

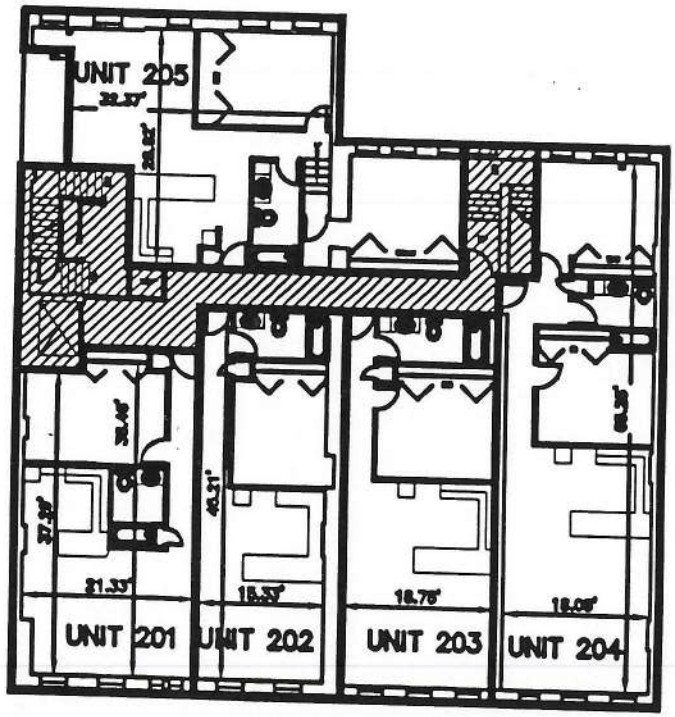
FIRST FLOOR

PAGE 3 OF 8

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# THE BOWMAN LOFT CONDOMINIUM

CITY OF [illegible], [illegible] COUNTY, [illegible]




N

GRAPHIC SCALE

0 5 10 20

( 20 FEET )

1 inch = 10 ft.

NOTES:

1. THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM OTHER THAN THOSE AREAS DESIGNATED AS RESIDENTIAL UNITS, PARKING UNITS, REMOTE PARKING UNITS OR LIMITED COMMON ELEMENTS.

LIMITED COMMON ELEMENT

## SECOND FLOOR

National Survey & Engineering

[illegible]

PAGE 4 OF 8

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# THE BOWMAN LOFT CONDOMINIUM

LIMITED COMMON ELEMENT

UNIT 301
37.33'
21.33'
39.75'

UNIT 302
18.19'
46.23'

UNIT 303
46.23'
18.74'

UNIT 304
18.34'
85.06'

UNIT 305
28.50'
32.83'
14.00'
18.74'

THIRD FLOOR

GRAPHIC SCALE

N

National Survey & Engineering

# EXHIBIT C

## Percentage Interest in Common Elements and Voting Rights

| Unit | Percentage of Common Areas | Percentage of Voting Rights |
|---|---|---|
| 201 | 4.408% | 4.408% |
| 202 | 3.908% | 3.908% |
| 205 | 5.640% | 5.640% |
| 203 | 4.408% | 4.408% |
| 204 | 6.012% | 6.012% |
| 301 | 4.409% | 4.409% |
| 302 | 3.908% | 3.908% |
| 305 | 5.886% | 5.886% |
| 303 | 4.408% | 4.408% |
| 304 | 6.012% | 6.012% |
| 101 | 4.951% | 4.951% |
| 102 | 15.531% | 15.531% |
| 103 | 15.516% | 15.516% |
| 104 | 15.003% | 15.003% |

3

8029463 2
Tx:40195260

DOC. # 10721967
RECORDED:
10/20/2017 10:05 AM
JOHN LA FAVE
REGISTER OF DEEDS
MILWAUKEE COUNTY, WI
AMOUNT: 30.00
FEE EXEMPT #:

| Document Number | AFFIDAVIT OF CORRECTION |
|---|---|

**(TYPE OR PRINT CLEARLY IN BLACK OR RED INK)**

The undersigned hereby swears or affirms that a certain document titled as Plat of The Bowman Loft Condominium recorded on February 13, 2003 as Document Number 8453835 with the Office of the Register of Deeds for Milwaukee County, State of Wisconsin, contained the following error(s) (if more space is needed, please attach addendum):

Depiction of the Limited Common Elements and Common Elements shown on Page 2 of The Bowman Condominium Plat (the Basement) is incorrect.

**Recording Area**

Name and return address

Michael A. Marx
Mallery & Zimmerman, S.C.
731 North Jackson Street, Suite 900
Milwaukee, Wisconsin 53202

**AFFIANT makes this Affidavit for the purpose of correcting the above documents as follows (if more space is needed, please attach addendum)**

See attached Exhibit A
Parcel identification numbers (PIN)

The correct depiction of the Limited Common Elements and the Common Elements on Page 2 of The Bowman Condominium Plat (the Basement) are depicted on the attached Exhibit.

**A copy of the original document (in part or whole)☐ is ☒ is not attached to this Affidavit as Exhibit A (if a copy of the original document is not attached, please attach legal description and names of grantors and grantees).**

Dated: ~~September~~ October 6, 2017.

Signed:

* **Donald C. Chaput**

AFFIANT is the (check one):

☒ Drafter of the document corrected.
☐ Owner of the property described in the being corrected.
Other – explain: See above.

NOTARY PUBLIC DANIEL LEVERITT STATE OF WISCONSIN

State of Wisconsin )
) SS.
County of Milwaukee )

Subscribed and sworn to (or affirmed) before me this 6th day of ~~September~~ October, 2017.

*
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: 2-22-19 )

This instrument was drafted by:
Michael A. Marx
Mallery & Zimmerman, S.C.

***THIS FORM IS INTENDED TO CORRECT SCRIVNER'S ERRORS AND NOT FOR THE CONVEYANCE OF REAL PROPERTY.***

**names of persons signing in any capacity must be typed or printed below their signature.*

**EXHIBIT A**

**Legal Description**

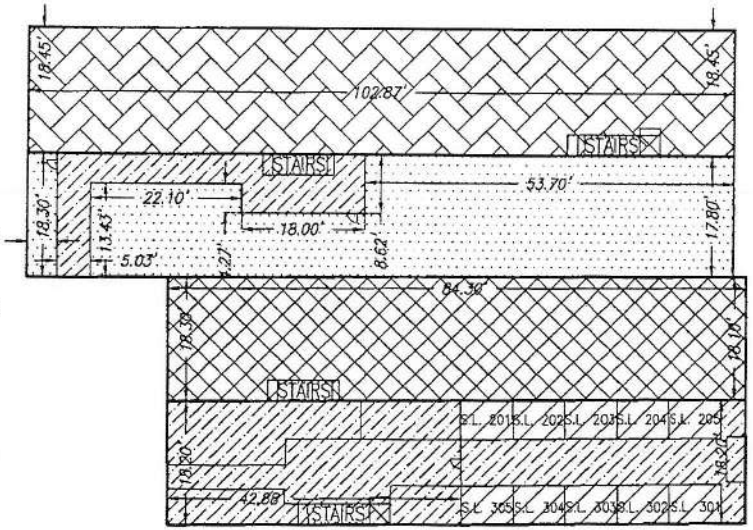
Bowman Lofts Condominium, a condominium created by a "Declaration of Condominium" recorded on February 13, 2003, in the Office of the Register of Deeds for Milwaukee County, Wisconsin, as Document No. 8453834, and by its Condominium Plat, recorded as Document No. 8453835.

Tax Key Nos: 3930611000
3930612000
3930613000
3930614000
3930615000
3930616000
3930617000
3930618000
3930619000
3930620000
3930621000
3930622000
3930623000

# EXHIBIT
# THE BOWMAN LOFT CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

L.C.E. APPURTENANT TO UNIT 104
L.C.E. APPURTENANT TO UNIT 103
L.C.E. APPURTENANT TO UNIT 102
L.C.E. APPURTENANT TO RESIDENTIAL UNITS
COMMON ELEMENT




NORTH MILWAUKEE STREET

GRAPHIC SCALE
0 20 40
( IN FEET )
1 Inch = 20 ft.

NOTES:
-L.C.E. DENOTES LIMITED COMMON ELEMENT
- S.L. DENOTES STORAGE LOCKERS

## BASEMENT


CHAPUT LAND SURVEYS LLC
234 W. FLORIDA STREET
MILWAUKEE, WI 53204
414-224-8068
www.chaputlandsurveys.com


Date: February 13, 2017
Revised: April 17, 2017
Drawing No. 2501-dmb