

DECLARATION OF THE BLATZ CONDOMINIUM

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DECLARATION OF THE BLATZ CONDOMINIUM

This Declaration is made effective as of May 15, 2006, by Blatz Condominium Joint Venture, LLC, a Wisconsin limited liability company (hereinafter referred to as the "Declarant").

Declarant hereby declares that it is the sole owner of the Property located in the City of Milwaukee, Milwaukee County, Wisconsin, more particularly described in Exhibit A, together with all rights appurtenant thereto and with any and all improvements now or subsequently placed thereon and any and all rights appurtenant to such improvements. Declarant hereby submits the Property to the Condominium form of ownership as provided in the Wisconsin Condominium Ownership Act (Chapter 703 of the Wisconsin Statutes, as now existing and hereafter amended from time to time.) All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

The name of the Condominium shall be The Blatz Condominium.

ARTICLE I. DEFINITIONS

Section 1.01 Defined Terms. The following terms shall be defined as follows:

"Act" means Chapter 703 of the Wisconsin Statutes and known as the Condominium Ownership Act, as amended from time to time.

"Allocated Interest" means the undivided percentage interest from time to time of each Unit, determined as provided in ARTICLE IV below, in the Common Elements and the liability for Common Expenses.

"Architectural Control Committee" means the committee which the Board of Directors shall establish for the purpose of reviewing and approving any and all exterior alterations, improvements or modifications to the Condominium.

"Assessments" refers to both General Assessments and Special Assessments and means the amount determined by the Association to be due with respect to a Unit for Common Expenses, or fines and penalties as provided in §703.165 of the Act.

"Association" means Blatz Condominium Association, Inc.

"Board of Directors" means the governing body of the Association.

"Building(s)" means 1) the Parking Structure; and 2) the building in which all Commercial and Residential Units are located as shown in Exhibit A.

"Building Plans" means sheets 2 through 22 of the Plat attached hereto and made a part hereof as Exhibit A.

"Bylaws" means the Bylaws of the Association.

"Commercial Unit" means the six Commercial Units designated on the Plat, which Commercial Units may be subdivided into a maximum of 12 Commercial Units as provided herein.

"Commercial Unit Owner" means any Unit Owner who owns a Commercial Unit.

"Common Expenses" means all of the expenses of the Association.

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

"Condominium" means The Blatz Condominium.

"Condominium Documents" consist of the Articles of Incorporation, Bylaws, Rules and Regulations, Floor Plans, Surveys, Plat Maps, Management Agreement, Annual Operating Budget, Leases of Leasable Common Elements, if any, Expansion Plans, if any, and this Declaration.

"Customer" means a person who has or may have business dealings with a Commercial Unit Owner.

"Declarant" means Blatz Condominium Joint Venture, LLC.

"Declarant Control" means the period of time that begins on the date that the first condominium is conveyed by Declarant to any person other than Declarant. This period of time may not exceed three years from the recording of the Declaration or thirty days after the conveyance of 75% of the common element interest to purchasers.

"Declaration" means this Declaration of The Blatz Condominium.

"Director" means a Member of the Board of Directors of the Association.

"Fixture(s)" means an item of property, which may or may not be a Common Element, which is physically attached to or so closely associated with land or improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items specifically adapted to the Property, and items customarily treated as fixtures including, but not limited to, all: screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment; water heaters and softeners; sump pumps; attached or fitted floor coverings; awnings; built-in appliances; and ceiling fans. This list is for example only and does not mean that the listed items are included in any Unit or Common Element of this Condominium.

"FNMA" means the Federal National Mortgage Association.

"General Assessments" means the amount determined by the Association to be due with respect to a Unit for Common Expenses.

"General Common Elements" means all Common Elements except for any Limited Common Elements.

"Leasable Common Elements" means those portions of the Common Elements as to which the Association reserves the right to lease to third parties. Such Leasable Common Elements are identified on sheets 7 and 8 of Exhibit A.

"Limited Common Elements" means those portions of the Common Elements reserved for the exclusive use of one or more but less than all of the Units.

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

"Majority" means more than 50% of the votes assigned to the Units by the Declaration.

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

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

"Member" means every Unit Owner, who or which by his or its status as a Unit Owner is also a Member of the Association.

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

"Parking Facilities" means and refers to: (a) the building shown on Exhibit A as the Brick and Concrete Parking Structure, (the "Parking Structure"), (b) the private drive labeled as Market Street on Exhibit A, which runs approximately north and south between Highland Avenue and the Parking Structure, and (c) the area containing Parking Unit 9009, located just east of the private drive so described.

"Parking Stall" means an individual parking space that is delineated on the ground measuring approximately 8.5 feet wide and approximately 17 feet in length and as shown as a Limited Common Element on the Plat.

"Parking Units" means and refers to the eight Parking Units located in the Brick and Concrete Parking Structure and the Parking Unit 9009. Parking Units shown on Exhibit A may be further separated into no more than 125 individual Parking Units.

"Plat" means the Condominium Plat, attached hereto as Exhibit A, of the Condominium being recorded pursuant to the Act simultaneously with this Declaration and constituting a part of this Declaration, as the same may be amended from time to time.

"Property" means the real property as described on Exhibit A, and any addendum thereto.

"Residential Unit" means any one of the 169 Units located on floors 1 through 12, which shall be used solely for residential purposes.

"Residential Unit Owner" means any Unit Owner who owns a Residential Unit.

"Rules and Regulations" means the Rules and Regulations for the Condominium adopted by the Declarant, and as amended from time to time as provided herein by the Declarant or the Board of Directors.

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

"Special Amenities" means certain Common Elements to which access may be limited dependant upon specific Rules and Regulations applicable thereto, which Rules and Regulations may be amended from time to time in the sole discretion of the Board of Directors. Special Amenities include the Fitness Center, Pool, Sauna and Whirlpool, Private Screening Theater, Game Room, Laundry Lounges, Roof Deck and Terrace, Private Party Room, and additional amenities which may be provided from time to time by the Association or through leases to third-party operators.

"Special Assessment" means any assessment the Association may make against a Unit Owner and his Unit which is not a General Assessment.

"Storm Water Control Improvements" means the improvements to the Common Elements to provide for the drainage of storm waters from the Condominium, including, without limitation, ponds, storm sewer lines, natural and constructed drainage patterns, and swales and ditches installed on the Common Elements.

"Unit" means a physical portion of the Condominium intended for the independent use and possession and enjoyment of its Unit Owner.

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

ARTICLE II. ASSOCIATION OF UNIT OWNERS

Section 2.01 Membership, Duties and Obligations. Each Unit Owner shall be a Member of the Association to be known as Blatz Condominium Association, Inc., which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the Common Elements. The Association shall be incorporated as a nonstock, nonprofit corporation under the laws of the State of Wisconsin. Each Unit Owner and each Unit Owner's family, guests, invitees, and lessees, and all occupants of all Units shall abide by and be subject to all of the duties and obligations under the Act, this Declaration, and the Condominium Documents. Commercial Unit Owners shall be solely responsible for the conduct of their Customers when their Customers are in the Condominium and shall indemnify and hold the Association and all Unit Owners harmless as to any and all claims made by or on behalf of Customers who are on the Premises in connection with one or more of the Commercial Units.

Section 2.02 Voting Rights. There shall be one class of voting membership. All Residential and Commercial Unit Owners shall have one vote for each Unit owned and shall be entitled to

cast the vote appurtenant to each Unit owned at all meetings of the Association. Parking Unit Owners shall have a fractional vote equal to one over the total number of Parking Units in the Condominium as of the date that a particular vote is taken. If more than one person holds title to a Unit, then the co-owners of the Unit shall provide the Secretary of the Association with a written Certification of Member Voting Right identifying a single person entitled to cast the vote on behalf of all co-owners.

Section 2.03 Declarant's Right to Vote. The Declarant shall be entitled to cast the votes appertaining to any Unit owned by Declarant. For purposes of this Section 2.03, and notwithstanding any other provision in this Declaration, the Bylaws or any other Condominium Document, and except as provided in §703.15(2)(d) of the Act, the Declarant is entitled to vote all the votes appurtenant to any Units it owns.

Section 2.04 Architectural Control Committee. The purpose of the Architectural Control Committee is to maintain harmony in the appearance and functionality of the Condominium.

A. The Architectural Control Committee shall have the right to approve or disapprove (subject to City of Milwaukee ordinances and the Rules and Regulations):

(i) any plan for any improvement, alteration or modification to the exterior portions of the Units or the portions of Units whose appearance impacts the harmony of the external appearance of the Building;

(ii) any plan for any improvement, alteration or modification to the Common Elements; and

(iii) any plan for any improvement, alteration or modification to the interior of a Unit that affects or may affect the Common Elements or the structural integrity or mechanical systems of the Building.

B. If the Architectural Control Committee determines that any proposed plan requires an independent review and certification by a structural or mechanical engineer or similar professional, the applicant shall pay the review fee of such professional.

C. No approval issued by the Architectural Control Committee shall relieve Unit Owners or others of their obligations to comply with laws, rules, regulations, ordinances and other requirements of governmental authorities.

D. The Architectural Control Committee may require the Unit Owner to post security, such as a letter of credit or escrow account, in an amount sufficient to guarantee completion of proposed alterations or improvements, landscaping or other finish work included as part of construction plans which have been presented to or approved by the Architectural Control Committee, in addition to any requirement imposed by a governmental authority for that purpose.

E. The Architectural Control Committee shall not approve any plan of any Unit Owner which negatively affects any other Unit in a material manner, and the Architectural Control Committee shall not approve any plan which would add a material amount of additional living or commercial space to any Unit or which would materially increase the size of the Common Elements.

F. Notice of approval or disapproval shall be mailed to the requesting Unit Owner by first-class mail, postage pre-paid, to the Unit Owner's current address in the Association's records, and the date of the postmark shall be the effective date of such approval or disapproval. If the Architectural Control Committee fails to respond to a request for its approval within ninety (90) days after its receipt of such request, the Architectural Control Committee shall be deemed to have denied approval of the request.

G. Declarant shall appoint the members of the Architectural Control Committee until all Units are sold, or until Declarant surrenders such right and so notifies the Board of Directors. During the period that Declarant controls the Architectural Control Committee, it shall consist of three members appointed solely by the Declarant without regard to whether the members are Unit Owners. After Declarant surrenders control, the Board of Directors shall appoint the Architectural Control Committee which shall consist of five (5) individuals: four Residential Unit Owners and one Commercial Unit Owner. The Board of Directors, except for Committee members appointed by Declarant, who serve at the Declarant's sole discretion, shall determine the length of the term of service of the members of the Architectural Control Committee.

ARTICLE III. DESCRIPTION

Section 3.01 Description of Buildings. The approximate location and dimensions of the Buildings in which the Units are located are shown on the Plat attached hereto as Exhibit A. There are two buildings: 1) the Parking Structure, referred to as the "Brick and Concrete Parking Structure" on the Plat, and 2) the building that contains the Commercial and Residential Units, referred to as the "Brick Building" and "12-Story Building Above" on the Plat. The Parking Structure contains eight Parking Units, and approximately 249 additional Parking Stalls that are designated as Limited Common Elements.

Section 3.02 Description of Residential and Commercial Units. There are one hundred sixty-nine (169) Residential Units and six (6) Commercial Units located in the Condominium, for a total of one hundred seventy-five (175) Commercial and Residential Units. Each Commercial and Residential Unit shall be identified with a number as indicated on the Plat. The following shall be the boundaries of the Residential and Commercial Units:

A. Vertical Boundaries. The vertical boundaries of such Unit shall be the vertical planes of the interior surfaces of the wall or studs which support the drywall, wood, or plaster perimeter walls bounding any such Unit. In the event that the perimeter walls bounding a Unit are brick or other masonry, concrete or glass, the vertical boundaries shall be the vertical planes of the interior unfinished surface of such walls.

B. Horizontal Boundaries. The horizontal boundaries of a Residential or Commercial Unit shall be:

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

(ii) Lower Boundary. The lower boundary of such Unit is the horizontal plane of the uncovered or unfinished upper surface of the concrete floor slab, or if there is no concrete slab, the horizontal plane of the top surface of the floor joists below the lowest floor of such Unit.

C. Additional Items. Each Commercial and Residential Unit shall include the following, if any:

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

(ii) all exterior doors (including, but not limited to, doors to: any patio, deck, and common hall, foyer or stair case serving the Unit), and any and all hardware, including without limitation, door locks and hinges, if any, associated with such doors; all windows, screens and sky lights.

Section 3.03 Description of Parking Units. Initially, there shall be eight (8) Parking Units identified as Units 9001 through 9008 located as shown on Exhibit A hereto [entirely within the Parking Structure]; and one (1) Parking Unit identified as Unit 9009 located as shown on Exhibit A hereto on the private drive extending from Highland Avenue to the Parking Structure. The Parking Units shall initially consist of a varying number of parking stalls, which stalls shall be approximately 8.5 feet in width and approximately 17 feet in length as measured from the barrier at the front of the stall and measured at a right angle from the center of such stall. Declarant reserves the right to further subdivide the initial Parking Units into additional Parking Units consisting of no less than one parking stall per Parking Unit, and totaling no more than 125 Parking Units. All such additional Units, if any, shall be located entirely within the area occupied by the original nine (9) Parking Units shown on Exhibit A hereto.

A. Vertical Boundaries. The vertical boundaries of a Parking Unit shall be the vertical planes extended upward from the lower boundary along the outline of the Parking Unit as shown on the Plat to the upper boundary.

B. Horizontal Boundaries. The horizontal boundaries of a Parking Unit shall be:

(i) Upper Boundary. The upper boundary of any Parking Unit that is located within the Parking Structure is the plane parallel with and contiguous to the lowest surface of the structure supporting the floor above the Parking Unit.

(ii) Lower Boundary. The lower boundary of any Parking Unit that is located within the Parking Structure is the plane parallel with and contiguous to the upper surface of the concrete floor slab. The lower boundary of Unit 9009 shall be the plane parallel with and

contiguous to the surface of Market Street.

Section 3.04 Separation of Units.

A. Residential Units. Residential Units shall not be separated.

B. Commercial Units. Only Declarant or its authorized assigns may separate Commercial Units into two or more Commercial Units upon compliance with Section 703.13(7) of the Act. The maximum number of new Commercial Units that may be created by separation shall be five, such that when added to the existing Commercial Units, the total Commercial Units within the Condominium shall never exceed eleven(11). Upon separation, the Allocated Interest appurtenant to the original Unit shall be divided between the resulting Units based on the percentage of the square footage of the original Unit contained in each of the resulting new Units. Each Resulting Unit shall have one vote in the Association pursuant to Section 2.02.

C. Parking Units. Only Declarant or its authorized agents or assigns may separate Parking Units into two or more Parking Units upon compliance with Section 703.13(7) of the Act. No Parking Unit shall be smaller than the parking stalls therein as shown on Exhibit A and the maximum number of Parking Units after separation shall be 125. Upon separation, the allocated interest appurtenant to the original Parking Unit shall be divided between the resulting Parking Units based on the percentage of the square footage of the original Parking Unit contained in each of the resulting new Parking Units. Each resulting Parking Unit shall have a fractional vote equal to one over the total number of Parking Units in the Condominium as of the date that a particular vote is taken.

Section 3.05 Limited Common Elements. The Limited Common Elements include:

A. all footings, foundations, beams, exterior walls, roofs, floors (excluding those described in Section 3.02) and structural supports of Buildings;

B. all decks, patios and porches;

C. all driveway areas, sidewalks, pathways, access steps, landings, walkways and landscaped areas serving a Unit or a number of specific Units, and all Parking Stalls except for those parking stalls that are contained within Parking Units;

D. any exterior light, chimney, dormer or vent or similar appurtenance that is located completely outside a Unit but exclusively serving the Unit or Units; and mechanical rooms located within each Building, which rooms house equipment servicing more than one of the Units within each Building.

Section 3.06 Assignment of Parking Stall(s). Declarant shall designate each Unit Owner's right to use one or more particular Parking Stall(s) at the time of the initial sale of the Unit and shall prepare a roster of such designation that will be held and maintained by the Association. A certain number of Parking Stalls shall be identified as Preferred Parking on the Plat and available for a premium charge. Once designated by Declarant, the right to use a Parking Stall shall be a Limited Common Element appurtenant to the Unit and not divisible unless such division is approved by the Board of Directors. After such designation, the Declarant and the Association reserve the right to relocate or reallocate Parking Stalls, but may not change the number of Parking Stalls or the type of Parking Stall, handicapped, Preferred, or other, assigned to the Unit

without the written consent of the Unit Owner. Until such designation, Declarant shall have the exclusive right to use such Parking Stalls. Association shall have the continuing right to so designate the use of unassigned Parking Stalls even after all Units have been conveyed by Declarant, provided that Parking Stalls may only be designated or used in connection with Units, the Association, or by Declarant.

Section 3.07 General Common Elements. The General Common Elements consist of the entire Condominium, except the Units, the Limited Common Elements and the Leasable Common Elements, and include, without limitation, the following:

A. all entrances to the Property, the Parking Facilities (other than Parking Units and Parking Stalls which are designated as Limited Common Elements), roadways, sidewalks, common walkways, pathways, and private streets, access steps, landings, landscaped area, and open space; and

B. all exterior ducts, lines, poles, posts, pipes, wires, cables, conduits, well water lines, drainage, electrical, telephone, cable television, master television, fire and communication systems, gas, sewer, heating, air conditioning and plumbing systems.

Section 3.08 Leasable Common Elements. The Leasable Common Elements include those Limited Common Elements to which the following conditions apply:

A. The Board of Directors shall have the right to administer existing leases with third parties or to enter into leases with third parties for the use of the Leasable Common Elements;

B. Any lease terms and conditions for the Leasable Common Elements shall be determined in the sole discretion of the Board of Directors;

C. Access to Leasable Common Elements may be restricted pursuant to terms of a written lease, and access may be made available to certain third parties if the lease so provides.

ARTICLE IV. ALLOCATED INTERESTS

Section 4.01 Allocations. All Unit Owners shall have an undivided interest in the Common Elements as shown in Table 4.1 below:

Table 4.1

Unit Number(s)	Allocated Interest in Parking Facility	Allocated Interest Per Unit In the Remainder	Number of Units	Total Allocated Interest in Remainder
115 and 216	.2825%/Unit	.4243%	2	.8486%
715, 217, 612, 712, 232, 1024, 1025, 315, 815, 412, 512, 432, 632, 215, 415, 515, 615, 915, 413, 613, 832, 932, 222, 513, 713, 1032, 225, 422, 425, 622, 625, 1022, 1132, 314, 914, 214, 414, 514, 614, 714, 814, 112, 1012, 822, 825, 231, 431, 631	.3030%/Unit	.4551%	48	21.8465%

Unit Number(s)	Allocated Interest in Parking Facility	Allocated Interest Per Unit In the Remainder	Number of Units	Total Allocated Interest in Remainder
1037, 114, 245, 247, 248, 642, 643, 644, 645, 648, 844, 1044, 1047, 1048, 233, 433, 633, 835, 234, 434, 634, 834, 934, 113, 812, 1034, 1134, 1011, 1036, 243, 244, 246, 442, 443, 444, 445, 446, 447, 448, 646, 647, 842, 843, 845, 846, 847, 848, 1042, 1043, 1045, 1046, 235, 435, 635, 831, 931, 837, 1014, 236, 436, 111, 836, 935, 826, 1023, 212	.3542%/Unit	.5323%	66	35.1302%
813, 1021, 1013, 636, 1031, 937, 237, 437, 637, 213, 1137, 223, 224, 226, 423, 424, 426, 421, 621, 623, 624, 626, 823, 824, 936, 1041, 441, 641, 841, 241, 821, 1136, 221, 1035, 1033, 1244, 1226	.4314%/Unit	.6480%	37	23.9756%
616, 816, 916, 316, 416, 211, 516, 716, 411, 1242, 1246, 611, 1016, 811	.5085%/Unit	.7637%	14	10.6918%
1026	.5393%/Unit	.8100%	1	.8100%
1222	.5906%/Unit	.8871%	1	.8871%
3001	1.1550%/Unit	1.7348%	1	1.7348%
3002	.6044%/Unit	.9078%	1	.9078%
3003	.2712%/Unit	.4073%	1	.4073%
3004	.3928%/Unit	.5900%	1	.5900%
3005	.8559%/Unit	1.2855%	1	1.2855%
3009	.5892%/Unit	.8850%	1	.8850%
9001, 9002, 9003, 9004, 9005, 9006, 9007, 9008, 9009 (.27% per stall within a Unit)		0%	9	0%
	100.00%		184	100.00%

Section 4.02 Special Parking Facility Allocation.

A. Parking Units. Parking Unit Owners shall have an undivided interest in the Common Elements contained solely within the Parking Facility equal to .27% for every parking stall contained within the Parking Unit as shown on Exhibit A. The Parking Units shall be assessed in the aggregate 33.42% of the Parking Facility Budget. The fee per Parking Unit may change from time to time as the Parking Units are separated, but will always equal .27% of the Parking Facility Budget for every parking stall within the Parking Unit as of the date of the separation of a particular Parking Unit into two or more Parking Units.

B. Commercial and Residential Units. The allocated interests of the Residential and Commercial Units in the Parking Facility equals the product of each such Unit's Allocated Interest in the remaining Common Elements shown in Table 4.1 above and 66.58% of the

Parking Facility Common Elements, which is the percentage of the Parking Facility Common Elements not allocated to the Parking Units.

ARTICLE V. MAINTENANCE, ALTERATION AND IMPROVEMENT OF CONDOMINIUM

Section 5.01 Responsibility of All Unit Owners.

A. Each Unit Owner, at his sole expense, shall be responsible for keeping his Unit in good order, condition and repair and in a clean and sanitary condition. This includes, without limitation, the items identified in Section 3.02C(i) and all of the equipment, fixtures and appurtenances located in or upon the Unit, but excludes items which are visible from the Common Elements. Without in any way limiting the foregoing, each Unit Owner shall be responsible for the maintenance, repair or replacement of any lighting fixtures, refrigerators, ranges, plumbing fixtures, dishwashers, disposals, laundry equipment such as washers and dryers within the Unit and any portions thereof exclusively serving that Unit.

B. Notwithstanding Section 5.01A, for purposes of uniformity, the Association shall replace, repair, paint, maintain and adorn external features such as the items identified in Section 3.02C(ii) and other similar items which are visible from and adjacent to the Common Elements and portions of any conduits, wires, cables, water, sewer and gas mains and laterals and all other utility lines and distribution systems lying within or under any Common Element; provided, however, the individual Unit Owner who owns the Unit of which the items identified in Section 3.02C(ii) and other similar external items are a part and/or service, and the Unit Owner's Unit to which such items appertain, shall pay the cost incurred by the Association in replacing, repairing, painting, maintaining and adorning such items.

C. The Unit Owner shall at all times maintain the temperature of his Residential or Commercial Unit at or above 50° Fahrenheit.

D. The Unit Owner shall be solely responsible for the cost of repair of any damage to the Condominium caused by the Unit Owner's failure to discharge his obligations pursuant to this Section 5.01. If a Unit Owner fails to discharge his obligations pursuant to this Section 5.01, then the Association shall have the right, but not the obligation, to discharge such obligations on behalf of the Unit Owner, and, if any of the costs so incurred by the Association are not promptly reimbursed to the Association by the Unit Owner, then the Board of Directors shall assess a Special Assessment against the Unit Owner and Unit for such expense.

Section 5.02 Responsibility of Association. The Association shall be responsible for the management and control of the Common Elements and shall cause the same to be maintained, repaired and kept in good condition, order and repair. Without in any way limiting the foregoing, the Association shall be responsible, at the expense of the Association (unless necessitated by the negligence or misuse of a Unit Owner, in which case such expense shall be charged to such Unit Owner), for the following:

A. such actions as may be necessary to maintain the Common Elements in accordance with the Rules and Regulations and in compliance with all applicable laws, codes and ordinances;

B. all painting, repairing, restoration, general maintenance and decorating Common Elements including, but not limited to Building exteriors, walls, doors, windows, roofs, and Common Element doors;

C. lawn care, including landscaping, fertilizing, watering, weed control, tree pruning, grass cutting, edging and trimming, including the landscape street terraces within the Condominium, as required;

D. snow and ice removal from paved sidewalks, including public sidewalks within or abutting the Condominium, driveways and parking areas of the Property;

E. maintenance, repair or restoration of sidewalks, walkways, driveways and parking areas of the Property;

F. maintenance, repair and replacement of electrical wiring, lighting, heating and air conditioning and pipes and ducts in Common Elements;

G. purchase, maintenance, repair, replacement and storage of equipment and materials required to accomplish the foregoing; and

H. maintenance and repair of the floor joists and/or the unimproved concrete floor of each Unit; provided, however, the Unit Owner shall be responsible for the maintenance and repair of any floor covering material which covers the floor joists or the concrete floor.

Section 5.03 Repair and Replacement Standards. All repairs and replacements shall, to the extent reasonably possible, be done in a manner which is substantially similar to the quality and appearance of original construction and installation.

Section 5.04 Alterations to Unit. Subject to Architectural Control Committee approval pursuant to Section 2.04 above, any Unit Owner may make any alterations he deems desirable to the Unit, including the movement or modification of any interior walls, provided the Unit Owner complies with all provisions of the Condominium Documents and all state and local building or similar codes. A Unit Owner is prohibited from making any alteration, installation, removal, reconstruction or repair to his Unit which might impair the structural integrity or value of the Building or any mechanical or electrical system therein; or adversely affect either the thermal or acoustical character of the Building; or impair any easement appurtenant to any Unit or the Condominium; or violate this Declaration or any applicable law, ordinance or governmental rule, regulation or order. All work done in connection with alteration to the Unit shall be completed in a good, workmanlike manner and free from all liens. Any Unit Owner who makes any alterations to his Unit shall indemnify and hold harmless the other Unit Owners, the Board, the Declarant and the Association from and against all claims of third parties for personal injury or property damage from work performed in connection with any alterations.

Section 5.05 Exterior Alterations. Except as permitted by the Rules and Regulations or as permitted by the Architectural Control Committee, a Unit Owner is prohibited from making any alteration, installation, removal, reconstruction or repair to the exterior of the Building in which his Unit is located or to any Common Elements.

Section 5.06 Damage to Units and to Common Elements. In the event the Association, or any individual or entity acting on behalf of the Association, damages any portion of a Unit or

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

ARTICLE VI. COMMON EXPENSES, ASSESSMENTS AND TAXES

Section 6.01 Common Expenses.

A. Budgeting. The cost of administration of the Association, and utilities, insurance, repair, maintenance and other expenses for the Common Elements, except as otherwise specified in the Condominium Documents, shall be considered Common Expenses and paid by the Association. The Board shall annually adopt a budget that separately identifies the expenses associated solely with the operation and maintenance of the Parking Facilities and the Parking Units (the "Parking Facilities Budget") and the balance of the of Association's operating and maintenance expenses. A portion of the Association's administrative costs shall be allocated to the operation and maintenance of the Parking Facilities and included in the Parking Facilities Budget. The Association shall make Assessments against the Unit Owners, as well as the Units themselves, for such Common Expenses as follows:

(i) Parking Unit owners shall be assessed .28% of the Parking Facilities Budget for each parking stall contained within their Parking Unit as shown on Exhibit A.

(ii) The balance of the Annual Budget shall be assessed against the Residential and Commercial Unit Owners according to their allocated interests as shown in Table 4.1 above.

B. Assessments. The Assessment obligation appurtenant to a Unit shall commence at the time the Unit is made part of the Condominium. A Unit, for the purposes of this Section, shall exist and be made part of the Condominium upon the recording of the Declaration with the Register of Deeds. The percentage of the Common Expenses payable by the individual Units shall be the Allocated Interest of the Unit. No Unit Owner may exempt himself or his Unit from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the General or Limited Common Elements or by the abandonment of his Unit. No conveyance shall relieve the Unit Owner or his Unit of such liability, and Unit Owners shall be jointly, severally and personally liable, along with the Unit Owner's grantee in any sale, for the Common Expenses incurred up to the date of sale until all such expenses charged to his Unit have been paid. Anything herein to the contrary notwithstanding, during the period of Declarant control of the Association under Section 703.15(2)(c) of the Act, no General Assessments shall be assessed against any Residential or Commercial Unit owned by Declarant. During the period of Declarant control, however, the General Assessments payable by any Unit Owner other than Declarant shall not exceed the amount that Unit Owner would be charged if Declarant's Residential and Commercial Units were subject to full General Assessments, based on the annual

operating budget then in effect. During the period of Declarant control, Declarant shall pay the deficit if the total General Assessments payable by Unit Owners other than Declarant do not cover total Common Expenses as budgeted. Declarant shall not, however, have any liability whatsoever for contributions to the Reserve Operating Fund as established and defined in Article VII of the Association's Bylaws. Payment of any reserve fund assessments into the Reserve Replacement Fund against any Unit owned by Declarant may be deferred until the earlier to occur of (i) the first sale of such Unit, or (ii) five years from the date the Declaration is recorded. Declarant shall not be exempt from paying General Assessments for any Parking Units owned by Declarant.

C. Declarant Advances. During the period of Declarant control, Declarant may pay for certain Common Expenses which the Association cannot afford until all Units are sold and the Association is collecting full Assessments. Such advances on behalf of the Association shall be treated as loans from the Declarant to the Association on the books of the Association. Prior to transferring control of the Association to a Board of Directors, Declarant may, in its sole discretion, reimburse itself for some or all of these advances and write off the balance. In conjunction with the turnover of the Association, Declarant will advise the new Board of Directors of the amount, if any, of such reimbursement and/or write-off.

Section 6.02 Payment of Assessments. All Assessments, when due, together with any interest thereon and actual costs of collection, shall immediately become a personal liability of the Unit Owner and also a lien, until paid, against the Unit to which charged, if a statement of lien is filed within two years after the date the Assessment becomes due. The lien is effective against a Unit at the time the Assessment becomes due regardless of when within the two-year period the lien is filed. The personal liability for the Assessment shall pass to a successor in title in a voluntary conveyance of the Unit. Any statement of lien shall be filed in the land records of the Clerk of Court of Milwaukee County, stating the description of the Unit, the name of the record owners, the amount due, and the period for which the Assessment was due. The statement of condominium lien shall be signed and verified by an Officer of the Association as specified in the Bylaws and then shall be filed. On full payment of the Assessment for which the lien is claimed, the Unit Owner shall be entitled to a recordable satisfaction of the lien.

Section 6.03 Assessment for Common Expenses. Assessments shall be made against the Unit Owners and the Units at the beginning of each fiscal year of the Association to meet estimated Common Expenses of the Association for the ensuing year and shall be payable in twelve (12) monthly installments, in advance, on the first day of each month. Special Assessments for expenses incurred by the Association shall be made against the pertinent Unit Owners and Units at any time the Board of Directors deems advisable. The Association shall have the authority to modify Assessments during any fiscal year. In the event of delinquency in payment, the Association may, as provided for in the Bylaws, assess penalties and interest, and may accelerate Assessments remaining unpaid with respect to such delinquent Unit for purposes of collection or foreclosure action by the Association. Unit Owners shall be liable for the Association's actual costs, including legal fees, incurred in pursuing collection of that Unit Owner's Assessments, which costs may be added to the Assessments for purposes of the Association's lien rights under §703.165 of the Act.

Section 6.04 Purchaser of Unit. Any purchaser of a Unit is entitled to a statement from the Board of Directors setting forth the amount of unpaid Assessments against the seller of the Unit.

The statement shall be supplied to the purchaser within ten (10) business days after written request. The purchaser shall be jointly and severally liable with the seller for all unpaid assessments against the seller for his share of Common Expenses up to the time of conveyance to the purchaser. The Unit conveyed shall be subject to any unpaid Assessment of the seller in the amount set forth in the statement.

Section 6.05 Enforcement of Lien. The Association shall have the right to enforce any lien for unpaid Assessments, shall have all of the rights and remedies provided for in Section 703.165(2) of the Act, and shall exercise those rights and remedies as the Board of Directors deems appropriate. The amount of any lien claim shall include interest on the unpaid portion of an Assessment and actual attorneys' fees.

Section 6.06 Real Estate Taxes. Real estate taxes shall be taxed separately to each Unit Owner for his Unit. The Declarant shall be responsible for paying all real estate taxes assessed against any Unit which it owns. In the event the Association is assessed for real estate taxes on any Unit, then the Unit Owner who owns the Unit for which the Association is assessed shall pay the real estate taxes, and the Association will have a lien on the assessed Unit until such taxes are paid.

ARTICLE VII. USE OF CONDOMINIUM

Section 7.01 Use of Common Elements Other Than Limited Common Elements. Each Unit Owner shall have the right to use the Common Elements, except the Limited Common Elements, as may be beneficial for any purpose, including, but not limited to, ingress and egress to and from, and the use, occupancy and enjoyment of, his Unit. Such rights shall extend to the Unit Owner, his family members, employees, customers, agents, guests, lessees, and invitees. The use of the Common Elements and the rights of Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act and the Condominium Documents. Use of Common Elements for Special Amenities such as the Fitness Center shall be subject to the Rules and Regulations.

Section 7.02 Use of Limited Common Elements. The portions of the Common Elements designated as Limited Common Elements are reserved for the exclusive use of the Unit or Units which they serve. The rights of use herein reserved shall extend to each Unit Owner whose Unit is benefited, and his family members, customers, employees, agents, guests, lessees, and invitees. Leasable Common Elements may be leased to providers of services, such as the operator of the health club, in which case use shall be subject to the terms of the applicable lease. Such Leasable Common Elements may be available for use by third parties if the lease permits.

ARTICLE VIII. RESTRICTIONS ON USE, OCCUPANCY AND TRANSFER

Section 8.01 Restrictions Applicable to All Units

A. Limitations. Each Unit Owner, his family members, employees, customers, agents, guests, lessees, and invitees shall be subject to the restrictions set forth in this Declaration and the other Condominium Documents, as amended from time to time, including without limitation,

that the Residential Units are intended for and restricted exclusively to residential uses (which may include home offices provided the same comply with the terms and conditions of the Condominium Documents); provided, however, that the Declarant reserves the right to use one or more unsold Residential Units as a sample, model, sales office, and/or management office for the Condominium, and that, subject to the restrictions contained in Section 8.04 below, the Commercial Units may be used for office, retail or other lawful commercial use, subject to City of Milwaukee zoning, occupancy and use ordinances.

B. Declarant's Right to Transfer. The Declarant shall have the right to transfer the Units by deed, land contract or such other means of conveyance as it may choose, and in the event Declarant shall be required to foreclose or otherwise recover possession of any Unit, Declarant shall be free to dispose of any such Unit by any means the Declarant chooses. This Section may not be amended or repealed by the Association.

C. Unlawful Use of Condominium or Unit. No unlawful use may be made of the Condominium or any part thereof, and each Unit Owner shall strictly comply with all valid laws, orders, rules and regulations of all governmental agencies having jurisdiction. Compliance with any legal requirements shall be accomplished by and shall be at the sole expense of the Unit Owner 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 requirement. Each Unit Owner shall give prompt notice to the Association of any written notice he receives of the violation of any legal requirements affecting his Unit or the Condominium. Notwithstanding the foregoing provisions, any Unit Owner may, at his expense, defer compliance with and contest, by appropriate proceedings prosecuted diligently and in good faith, the validity or applicability of any legal requirement 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:

(i) such Unit Owner shall defend, save harmless, and indemnify 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;

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

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

(iv) no part of any Building of which the Unit involved is a part shall be subject to being condemned or vacated by reason of noncompliance or otherwise by reason of such contest; and

(v) such Unit Owner shall, if required by the Association, post a bond to ensure compliance with his obligations hereunder. The Association may also contest in its name any legal requirements, and the costs and expenses thereof shall be a Common Expense.

D. Animal Restrictions. Pets are allowed to be kept only if done in compliance with the Rules and Regulations.

Section 8.02 Parking Parking shall be limited to designated Parking Stalls or parking stalls within Parking Units, and must conform to the Rules and Regulations. The Declarant reserves the right to utilize unassigned Parking Stalls pursuant to Section 3.06. The Association assumes no responsibility for damage, loss, or theft of any vehicle parked anywhere within the Condominium, or for damage caused by the towing, removing or storing of any property.

Section 8.03 Restrictions Applicable to Residential Units

A. Residential Unit Owner's Restrictions on Leasing. The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion. A Residential Unit Owner other than the Declarant may lease his Unit if he complies with the restrictions on leasing in the Rules and Regulations.

(i) A Unit Owner who leases his Unit shall remain personally liable for the payment of any Assessment or any other amount due under any Condominium Document and the Association shall have the option to pursue either the Unit Owner who leases his Unit and/or the lessee under any lease (who shall also be personally liable) for the payment of any Assessment or any other payment due the Association. No election hereunder shall limit the Association from pursuing all remedies it may have under the Act against either the Unit Owner or his lessee. In all cases, the Association's right to place a lien on the Unit for unpaid Assessments shall not be affected by the leasing of the Unit.

(ii) The rights of any lessee of any Residential Unit shall be subject to all of the covenants, conditions and restrictions set forth in the Condominium Documents. Both the tenant and the Unit Owner shall be liable to the Association for tenant violations of the Condominium Documents and/or damage to Common Areas caused by the tenant or the tenant's invitees, whether or not the Unit Owner has actual knowledge of the conduct.

B. Residential Unit Owner's Use of Unit as an Office. A Residential Unit Owner may operate an office out of his Unit if he does not: (a) erect or maintain any type of a sign, billboard or any form of advertising material which will be visible from any of the Common Elements; (b) conduct a retail business out of his Unit by which a sale is actually consummated in the Unit; (c) conduct any type of business which will unreasonably burden any of the utility facilities which service the Condominium; (d) conduct any type of business which would cause any insurance policy carried by or paid for by the Association or any other Unit Owner to be canceled or any premiums under such policies to be increased; (e) conduct any type of business which is prohibited by any federal, state, county or local law, ordinance or regulation; (f) conduct a business that will unreasonably cause traffic congestion or parking scarcity in the area of the Condominium; and (g) conduct any type of activity which would be reasonably considered offensive or obnoxious to any other Unit Owner. A Residential Unit Owner who desires to use his or her Unit as an office shall submit a written request for approval to the Board of Directors, who shall approve or reject the request based on the conditions listed in this section. A Unit Owner shall have a right to appeal the Board's decision pursuant to the dispute resolution procedures set forth in the Rules and Regulations.

C. Residential Unit Owner's Restrictions on Use of Unit, Limited Common Elements and General Common Elements. Except as may otherwise be expressly provided in this ARTICLE VIII:

(i) No Unit Owner shall occupy or use his Residential Unit or the Limited Common Elements appurtenant thereto, or permit the same or any part thereof to be occupied or used, for any purpose other than as a private residence (which may include a home office as described above) for himself and his family or his temporary guest(s).

(ii) No Unit Owner, nor any of his family members, agents, invitees, lessees or guests may in any way obstruct the use of another Unit, the Limited Common Elements or the General Common Elements;

(iii) No Unit Owner, nor any of his family members, agents, invitees, lessees or guests shall carry on any obnoxious or offensive activity in any Unit, the Limited Common Elements or the General Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to others;

(iv) No Common Elements shall be used for storage of personal property; and,

(v) No Unit Owner, nor any of his family members, agents, invitees, lessees or guests shall make any change to or modification of the Storm Water Control Improvements or any part thereof.

Section 8.04 Restrictions Applicable to Commercial Units.

A. Restrictions on Use of Commercial Units. The following shall be permitted uses for each Commercial Unit: office, personal or professional service, or indoor sales, service or maintenance purposes. The following shall be conditional uses for each Commercial Unit and must be approved by the Board of Directors prior to the commencement of such use: outdoor display, indoor commercial entertainment, food service, and financial institutions such as banks and saving and loan institutions, but excluding payday loan, personal loan or fast cash businesses. All other uses are prohibited unless otherwise authorized by the Association prior to the commencement of such use. Commercial Unit Owners shall be solely responsible for all necessary permitting to carry on business and shall indemnify and hold harmless the Association, Declarant and all other Unit Owners from and against any claims, fines or charges, arising from, or relating to, failure to maintain all necessary and proper permits.

B. Commercial Unit Owner's Restrictions on Leasing. The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion. A Commercial Unit Owner other than the Declarant may lease his Unit if he complies with the restrictions on commercial leasing in the Rules and Regulations.

C. Commercial Signs. Notwithstanding anything to the contrary contained herein, Commercial Unit Owners shall abide by the restrictions applicable to signs used in connection with the Commercial Units. The restrictions are found in the Rules and Regulations.

D. Hours of Operation. Hours of operation of all Commercial Unit uses must be approved by the Board of Directors.

E. Display and Storage. No merchandise, inventory or supplies may be displayed or stored in the Common Elements of the Condominium without the prior written consent of the Board of Directors.

F. Customer Parking. Customer parking for the Commercial Units shall be restricted to on-street parking.

Section 8.05 Conveyance of Commercial and Parking Units by Declarant.

A. Fitness Center Lease and Option to Purchase. Declarant intends to convey Commercial Unit 3001 to the Association immediately following creation of the Condominium and enter into a commercial lease and option to purchase such Unit 3001 for the benefit of the Association as the lessor. All rents and proceeds of sale if the option to purchase is exercised shall inure to the benefit of the Association. The proposed terms of the lease and option are included with Declarant's disclosure materials pursuant to §733.33 of the Act.

B. Commercial and Parking Units Owned by Declarant. The Declarant may lease or sell any Commercial or Parking Unit it owns in its sole discretion and retain all net proceeds of such lease, sale.

C. Conveyance to Association. Any time during the period of Declarant Control, Declarant shall have the right, but not an obligation, to convey any or all Commercial or Parking Unit(s), together with unrealized profits and rents associated therewith, to the Association. At the time of such a conveyance to the Association, the subject Parking and/or Commercial Unit(s) so conveyed shall be free and clear of all liens and encumbrances except: 1) Condominium Association fees; 2) leases; 3) unpaid real estate taxes for the year in which the conveyance takes place; and 4) municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility, municipal and association service, easements for performance of association duties, recorded building and use restrictions and covenants, the Act and the Condominium Documents.

ARTICLE IX. REPAIR OR RECONSTRUCTION

Section 9.01 Repair or Reconstruction of Condominium. In the event the Condominium is destroyed or damaged, it shall be repaired and reconstructed in accordance with the Bylaws; provided, however, to such an extent that the insurance proceeds, if any, constitute less than one hundred percent (100%) of the cost of completing repair or reconstruction, action by the Association by vote of eighty percent (80%) or more of all Votes in the Association, taken within ninety (90) days after such damage or destruction shall be necessary to determine not to repair or reconstruct the Condominium in accordance with the Bylaws. Damage or destruction for which insurance proceeds are equal to or greater than one hundred percent (100%) of the cost of completing repair or reconstruction, shall be repaired or reconstructed. In the event of repair or reconstruction, such repair or reconstruction shall be pursuant to arrangement of the Board of Directors with funds held in trust as provided in Section 12.02 below.

Section 9.02 Eminent Domain. In the event of the taking of all or part of the Property under the power of eminent domain, any damages shall be allocated as provided in Section 703.19(3) of the Act, as the same may be amended from time to time.

A. Taking of Common Elements. Following the taking of all or a part of the Common Elements, the Association shall promptly undertake to restore the affected Common Elements to a condition compatible with the balance of the Property. Any costs of reconstruction in excess of

the condemnation award shall be a Common Expense payable by Unit Owners in proportion to their Allocated Interest. However, if the value of the Common Elements taken exceeds the value of the remaining Common Elements to the extent that, in the judgment of the Association, reconstruction or restoration is not practical, the Condominium shall be subject to an action for partition upon obtaining the written consent of eighty percent (80%) or more of the Votes in the Association. Any Unit Owner whose Unit is subject to a Mortgage shall first obtain his Mortgagee's written consent to the Unit Owner's intended vote. In the case of partition, the net proceeds of sale, together with any net proceeds of the award of taking, shall be considered as one fund and shall be divided among all Unit Owners in proportion to their Allocated Interests and shall be distributed in accordance with the priority of interests in each Unit. Any Mortgagee may require that the net proceeds of the award from any taking, payable to the Unit Owner who granted the Mortgage, be paid directly to a trustee designated by the Mortgagee.

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

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

Section 9.03 Association as Designated Agent. The Association shall act as the designated agent and/or attorney-in-fact for each Unit Owner and his Mortgagee(s) for the purpose of representing, negotiating and settling any proceeds or awards to be made to the Association or any Unit Owner on account of any casualty or damage to the Condominium or eminent domain proceeding which involves the Condominium.

ARTICLE X. EASEMENTS AND ENCROACHMENTS

Section 10.01 Utility Easements. Easements are hereby declared and granted for the benefit of the Declarant, Unit Owners and the Association and reserved for the Declarant, its successors and assigns, and the Association for utility purposes, including without limitation, the right to install, lay, maintain, repair and replace water, sewer and gas mains and laterals, telephone wires and equipment, television cable, security and communication system and equipment, and electrical conduits and wires and equipment, over, under and along any part of the Common Elements or a Unit, as well as inside any Parking Unit. Notwithstanding the foregoing provisions of this Section 10.01, unless otherwise approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant to a grantee other than the Declarant, or so as not to materially interfere with the use, occupancy or value of the Unit.

Section 10.02 Construction Easement. Notwithstanding anything to the contrary in this Declaration or any of the Condominium Documents, until Declarant shall have completed all remodeling and improvements to the Common Elements and satisfied all of its obligations under any of the Condominium Documents, Declarant reserves an easement for itself and its duly authorized agents, representatives, and employees, over portions of the Common Elements and any Units owned by Declarant for construction or renovation or related purposes on the Property including, but not necessarily limited to: storing tools, machinery, equipment, building materials, appliances, supplies and fixtures; maintaining and correcting drainage of surface, roof or storm water; cutting any trees, bushes, or shrubbery; grading the soil; or taking any other action it deems reasonably necessary. In the event the Declarant exercises its rights under this Section, the Declarant shall, upon completion of the construction, promptly restore the affected property as closely as possible to the condition it was in prior to the construction. Each Unit Owner hereby acknowledges that the activities of the Declarant may temporarily impair the view and cause inconveniences to the Unit Owners, and the Unit Owners shall not have any right to compensation for such impairment or inconvenience.

Section 10.03 Easement to Facilitate Sales. The Declarant reserves the right to use any Units owned or leased by the Declarant as sample models, management offices, sales offices (for this and other projects) or customer service offices. The Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant. The Declarant shall have the right to restrict the use of certain Common Element parking stalls for sales purposes. Further, the Declarant shall have the right to erect, maintain, relocate and remove temporary offices on the Property. This easement shall continue until the Declarant has sold all the Units it owns.

Section 10.04 Support Easement. Each Unit shall have an easement for structural support over every other Unit in the Building in which it is located and in the Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in the Building in which it is located and the Common Elements.

Section 10.05 Common Elements Easement. The Common Elements are hereby made subject to the following easements in favor of the Units benefited:

A. for the installation, repair, maintenance, use, removal and/or replacement of air conditioning, heating and hot water systems and equipment, any chutes, flues, exhaust fans, ducts, conduits, wires, cables, electrical, security, telephone, television and other communication systems, water, sewer and gas mains and laterals, and all other utility lines and distribution systems, to the extent any such system, or that portion of a system, serves a particular Unit or is necessary for service to a Unit;

B. for the installation, repair, maintenance, use, removal and/or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which are a part of or serve any Unit but which encroach into a part of a Common Element adjacent to such Unit; provided that the installation, repair, maintenance, use, removal or replacement of any such item does not unreasonably interfere with the common use of any part of the Common Elements,

adversely affect either the thermal or acoustical character of the Building, or impair or structurally weaken the Building; or

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

Section 10.06 Unit Owner's Grant of Easement. By acceptance or a deed of conveyance, each Unit Owner thereby grants a right of access to his Unit, including without limitation the right of access provided by §703.32(4) of the Act, to the Board of Directors or the Managing Agent, their respective agents and employees, for the purpose of exercising their respective powers and responsibilities, including without limitation making inspections, correcting any condition originating in a Unit and threatening another Unit or the Common Elements, performing installations, alterations or repairs to the mechanical or electrical services or the Common Elements in a Unit or elsewhere in the condominium, or to correct any condition which violates the provisions of this Declaration and any of the Condominium Documents; provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. Notwithstanding the foregoing, in case of an emergency, such right of entry shall be immediate and without notice, whether or not the Unit Owner is present at the time. Any exercise of the rights herein conferred to the extent practicable shall be in a manner so as not to interfere unreasonably with the use of a Unit.

Section 10.07 Access Easements. The Declarant, its successors, assigns, employees and agents and for any person or entity at any time owning or occupying any portion of the Property and their guests, customers and invitees, hereby reserves a perpetual and non-exclusive easement on, over and through any and all common walkways and pathways, and private roadways or drives at any time a part of the Condominium for pedestrian and vehicular ingress and egress into and from any and all portions of the Condominium, and for purposes of constructing walkways, pathways, roadways, drives, or any other similar form of ingress or egress, and on, over and through any portion of the Condominium, except portions occupied by structural improvements. In the exercise of any rights hereunder, there shall be no unreasonable interference with the use of any Unit or the Common Elements for the purposes for which each is reasonably intended.

Section 10.08 Binding Effect. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all Unit Owners, purchasers and Mortgagees and their heirs, executors, administrators, successors and assigns. The Association and the Declarant shall have the authority to execute all documents necessary to carry out the intent of this ARTICLE X.

Section 10.09 Encroachments. In the event, by reason of construction, reconstruction, settlement or shifting of any Building, or the design or construction of any Unit, any part of the Common Elements shall at any time encroach upon any part of any Unit, or any part of any Unit shall at any time encroach upon any part of the Common Elements or any Unit shall at any time encroach upon part of any other Unit, an easement for the continuation and maintenance of such encroachment is hereby established and shall exist for the benefit of such encroaching Unit or Common Element so long as all or any part of the Building containing such Unit, or Common Element shall remain standing; provided, however, that in no event shall an easement for any

encroachment be created in favor of the owner of any Unit if such encroachment occurred due to willful and knowing conduct of such owner.

Section 10.10 Title Exceptions. To the best of Declarant's knowledge, information, and belief, there are no exceptions to title other than standard exceptions contained in the presently used ALTA form of title commitment and except as set forth in Exhibit B attached hereto.

ARTICLE XI. MORTGAGES

Section 11.01 Separate Mortgages of Units. No Unit Owner shall have the right or authority to Mortgage or otherwise encumber the Property or any part thereof; provided, however, that each Unit Owner shall have the right to Mortgage or encumber his own Unit.

Section 11.02 Mortgagees. When a Mortgage is delivered by a Unit Owner to the Mortgagee, the Unit Owner shall simultaneously notify, in writing, the Secretary of the Association of the name and address of such Mortgagee. Upon receipt of such notice, the Secretary of the Association shall notify the Association's insurer of the Mortgagee's name and address.

Section 11.03 Roster of Mortgagees. The Board of Directors shall maintain a roster of Mortgagees from information received from the Unit Owners. The roster shall state the name and address of each Mortgagee. Upon written request of the Board of Directors, each Mortgagee shall advise the Association as to the priority of its lien on the Unit.

Section 11.04 Liens. The liens for Assessments created under the Act or pursuant to the Declaration or the Bylaws upon the Unit shall be subject and subordinate to and shall not affect liens for general and special taxes, all unpaid sums on a first Mortgage recorded prior to the making of the Assessment, mechanic's liens filed prior to the making of the Assessment, and all unpaid sums on any loan made by the Veterans Administration under Section 45.79 of the Wisconsin Statutes, as the same is amended from time to time.

Section 11.05 Mortgagee in Possession. A Mortgagee of any Unit who comes into possession of the Unit pursuant to the remedies provided in the Mortgage shall take the Unit free of any claims for unpaid Assessments or charges against the Unit which accrued prior to the time such Mortgagee comes into possession of the Unit.

Section 11.06 Rights of Mortgagees. Each Mortgagee, its agent or representative, upon written request to the Association, shall be entitled thereafter to the following:

A. notice of any default by the mortgagor of such Unit in the performance of such mortgagor's obligations under this Declaration or any of the Condominium Documents which is not cured within thirty (30) days;

B. copies of budgets, notice of any Assessments, or any other notices or statements provided under this Declaration by the Association to the Unit Owner;

C. copies of any financial statements of the Association which are distributed to the Unit Owners;

D. copies of notices of meetings of the Unit Owners and the right to be represented at such meetings by a designated representative;

E. notice of damage in excess of \$20,000 to, or the destruction of, any Unit subject to the Mortgage, or any damage to the Common Elements in excess of \$100,000;

F. notice of any pending or threatened condemnation or eminent domain proceedings with respect to any part of the Property;

G. a notice that payment of the premium is more than ten (10) days late and notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association or any entity responsible for managing the Condominium within sixty (60) days prior to any such lapse, cancellation or material modification;

H. notice of any decision by the Board of Directors to terminate any Managing Agent;

I. notice of any proposed action which would require the consent of Mortgagees pursuant to the Act or the Condominium Documents;

J. the right to examine the books and records of the Association at any reasonable time and to audit the same at Mortgagee's sole cost;

K. notice of any Assessment or any other charges levied by the Association against the Unit in which the Mortgagee has an interest which is more than sixty (60) days past due;

L. notice of any judgment which is rendered against the Association; and

M. the right to cure a default in the payment of any Assessment.

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

Section 11.07 Restrictions on Actions of Association. The Association may not take any of the following actions:

A. encumber the Common Elements; or

B. assign the future income of the Association, including its right to receive any Assessments.

No provision contained herein shall be deemed to limit the Association's power to grant any easements over the Common Elements or to enter into leases for Leasable Common Elements.

Section 11.08 Application and Effect. The provisions of this ARTICLE XI shall supersede any inconsistent provision or provisions of this Declaration, the Bylaws or the Rules and Regulations; provided, however, that such provisions shall not be deemed to limit or expand the following:

A. the right granted to the Declarant to subdivide or relocate the boundaries of Units;

B. the rights of any Unit Owner and his Mortgagee with respect to matters solely affecting such Unit and/or Mortgage; and/or

C. the exercise or termination of the right of the Declarant to expand the Condominium pursuant to this Declaration, which exercise or termination shall not require the consent of any

Unit Owner or Mortgagee.

Section 11.09 Amendment to Declaration. No amendment to this Declaration (other than Special Amendment under Section 15.02) shall affect the rights of a Mortgagee whose interest was recorded prior to the recording of any such amendment, unless Mortgagee consents in writing to the amendment.

Section 11.10 Priority of First Mortgagees. Except as otherwise provided by the Act, no provision of this Declaration or the other Condominium Documents, shall be construed to grant to any Unit Owner, or to any other party, any priority over any rights of holders of first Mortgages pursuant to their first Mortgages in case of the distribution to Unit Owners of insurance proceeds or condemnation awards for losses to, or a taking of, Units and/or the Common Elements or any portions thereof.

ARTICLE XII. INSURANCE

Section 12.01 Insurance. The Association shall maintain fire and broad form extended coverage insurance on the Buildings and the Common Elements, including, but not limited to, any fixtures owned by the Association and the Unit Owners (but excluding the personal property of the Unit Owners, and, without limitation, inventory, equipment, furniture, records, documents, data, computers and trade fixtures contained in the Commercial Units), in an amount not less than the replacement value of the Buildings and the Common Elements from time to time, including endorsements for automatic changes in insurance coverage as fluctuating values may warrant, contingency endorsements covering nonconforming use, and a Special Condominium Endorsement. To the extent reasonably possible, the insurance shall provide (i) that the insurer waives its rights of subrogation as to any claim against the Unit Owners, the Association, the Board of Directors and their respective servants and agents, and (ii) that the insurance cannot be canceled, invalidated or suspended on account of the conduct of any one or more of the Unit Owners, or the Association, or their servants, agents and guests, without sixty (60) days prior written notice to the Association, which notice gives the Association an opportunity to cure the defect within that time. All required insurance shall be issued by an insurance company with a minimum of an A general policyholder's rating and of a class V financial size category or larger in the Best's Key Rating Guide. The amount of protection and the types of hazards to be covered shall be reviewed by the Association at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary by the Association to conform to the requirements of replacement value insurance. Any Mortgagee may receive an insurance certificate upon ten (10) days prior written notice. The insurance shall be obtained in the name of the Association as trustee for each of the Unit Owners and their respective Mortgagees.

Section 12.02 Proceeds of Insurance. In the event of partial or total destruction of the Buildings and/or Common Elements and the Association determines to repair or reconstruct the Buildings and/or Common Elements according to Section 9.01 hereof and the Bylaws, the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost of repairing and reconstructing the particular Building(s) and/or Common Element(s) which have been damaged. If it is determined (according to Section 9.01 hereof and the Bylaws) not to reconstruct or repair any particular Building and/or Common Element, then the proceeds shall be distributed according to Section 9.01 hereof and the Bylaws.

Section 12.03 Public Liability Insurance.

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

B. Commercial Units. Owners of Commercial Units shall maintain Comprehensive General Liability Insurance covering all persons and property claiming injury or damage while occupying, entering or leaving the Commercial Unit, in an amount of coverage not less than One Million Dollars (\$1,000,000) per single occurrence. Such policy of insurance shall name Declarant, so long as the Declarant is in control, and the Association and Board of Directors as additional named insureds and the Unit Owner shall provide such parties with certificates evidencing such coverage prior to commencing business. To the extent reasonably possible, the insurance shall provide: (i) that the insurer waives its rights of subrogation as to any claim against the other Unit Owners, the Association, the Board of Directors and their respective servants and agents, and (ii) that the insurance cannot be canceled, invalidated or suspended on account nonpayment of premium without sixty (60) days prior written notice to the Association, which notice gives the Association an opportunity to cure the defect within that time.

Section 12.04 Fidelity Bonds. The Association shall provide a blanket fidelity bond for anyone who either handles or is responsible for funds held or administered by the Association. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association. In no event shall the face value of the bond be for an amount less than the sum of three (3) months of Assessments plus any reserve funds held by the Association. The bond shall include a provision that calls for ten (10) days written notice to the Association, the Unit Owners and any Mortgagee before the bond can be canceled or substantially modified. Any management agent which handles funds for the Association shall carry a fidelity bond with the same coverage as stated above. In order to reduce the premium for such fidelity bond, all disbursements from Association accounts in an amount of greater than \$10,000.00 shall require the signatures of two officers designated by the Board of Directors.

Section 12.05 Separate Insurance. Notwithstanding anything to the contrary contained herein, each Unit Owner shall be responsible for obtaining liability insurance for his own Unit, casualty insurance for his personal property, and all forms of business insurance for any business carried on in the Commercial Units, including, but not limited to: workers compensation, unemployment insurance and business interruption coverage.

ARTICLE XIII. PROHIBITION ON PARTITION OF COMMON ELEMENTS

The percentage of the undivided interest in the Common Elements shall not be separated from the Unit to which it appertains. No Unit Owner shall execute any deed, mortgage, or other

instrument affecting title to such Unit ownership without including therein both his interest in the Unit and his corresponding Allocated Interest in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership.

ARTICLE XIV. DISCLAIMER OF LIABILITY OF ASSOCIATION

Section 14.01 Disclaimer. Notwithstanding anything contained herein or in the Condominium Documents, the Association and the Declarant shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Unit Owner, occupant or user of any portion of the Property including family members, employees, customers, agents, guests, lessees, invitees, contractors or subcontractors, or for any property of any such persons. Without limiting the generality of the foregoing, each Unit Owner and each other person having an interest in or lien upon, or making a use of, any portion of the Property shall be bound by this Section 14.01 and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this Section.

Section 14.02 Assumption of Risk. Each Unit Owner, by purchasing a Unit in The Blatz Condominium, acknowledges and accepts responsibility for injuries arising out of those activities that involve risks in one or more of the Common Elements and the Special Amenities. Each Unit Owner further acknowledges the existence of and need for certain rules concerning the use of the equipment, facilities, and other procedures related to the Amenities and shall abide by those rules, shall make every individual effort to assure that the equipment and facilities are kept in a safe and usable condition and shall notify the Association pursuant to direction in the Rules and Regulations.

Section 14.03 Parking Facilities. Each Unit Owner shall be responsible for his personal property located in the Parking Facilities or Limited Common Elements. Notwithstanding anything to the contrary contained in this Declaration, neither the Board of Directors, the Association, any Unit Owner nor the Declarant shall be (a) considered a bailee of any personal property of a Unit Owner stored in the Common Elements (including without limitation, property located in vehicles parked in the Parking Facilities), whether or not exclusive possession of any particular area shall be given to any Unit Owner for parking purposes, or, (b) responsible for the security of such personal property or for any loss or damage thereto.

ARTICLE XV. AMENDMENT TO DECLARATION

Section 15.01 Amendment. Except as otherwise provided by the Act, or in this Declaration, this Declaration may be amended only by the agreement of Unit Owners having at least seventy-five percent (75%) of the Votes in the Association and in the manner provided by Section 703.09 or Section 703.093 of the Act. Each Unit Owner whose Unit is subject to a Mortgage shall first obtain his Mortgagee's written consent to the Unit Owner's vote in favor of or against any amendment on a form satisfactory to the Board of Directors. The failure of any Unit Owner or Mortgagee to respond to any notice of a proposed amendment within thirty (30) days after the notice is delivered to it shall be deemed implied consent by the Unit Owner or the Mortgagee to any such amendment, provided the notice was delivered by certified or registered mail with

return receipt requested. Copies of adopted amendments shall be certified by the President and Secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded in the Office of the Register of Deeds of Milwaukee County, and such amendment shall be effective at the time it is recorded. A copy of the amendment shall be mailed or personally delivered to each Unit Owner at his address as stated on the Membership Roster. So long as the Declarant owns one or more Units, this Declaration shall not be amended in any manner which would prevent or unreasonably interfere with the sale, lease or other disposition of such Unit or Units.

Section 15.02 Special Amendments. Declarant, for as long as the Declarant shall have ownership in the Property or Condominium, or, when the Declarant no longer has an interest in the Property or Condominium, the Board of Directors, shall have the right and power to record Special Amendments to this Declaration at any time and from time to time which amend this Declaration: (a) to comply with requirements of the FNMA, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration, or any other governmental agency or an other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities or any institutional lender issuing a commitment to make Mortgage loans covering twenty percent (20%) or more of the Units; (b) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee Mortgages secured by any Unit; (c) to conform this Declaration with the requirements of the Act; or, (d) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant, or to the Board of Directors, as the case may be, to make or consent to a Special Amendment on behalf of each Unit Owner. Each deed, Mortgage or other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and consent to the reservation of, the power reserved to Declarant, or to the Board of Directors, as the case may be, to make, execute and record Special Amendments. The rights reserved to the Declarant under this Section 15.02 shall terminate at such time as the Declarant no longer holds or controls title to any part of the Property or three (3) years from the date this Declaration is recorded, whichever first occurs.

ARTICLE XVI. TERMINATION OF CONDOMINIUM

The Condominium may be terminated upon the approval of a termination agreement by a unanimous vote of the Unit Owners holding one hundred percent (100%) of the Votes in the Association. A Unit Owner whose Unit is subject to a Mortgage shall first obtain his Mortgagee's written consent to the vote. The termination agreement, which shall be executed by those who voted in favor of termination, shall include provisions relating to the use and maintenance of Common Elements after termination. The termination agreement shall also provide for the allocation and transfer of title to the Common Elements such that title to the Common Elements, other than the Limited Common Elements, shall be vested in the successors to the Unit Owners as tenants-in-common in proportion to their predecessor Unit Owner's Allocated Interests, and title to Limited Common Elements shall be vested in the former Unit or Units to which they appertain, individually or as tenants-in-common, as the case may be. The termination agreement

shall be recorded in the Register of Deeds office for Milwaukee County.

ARTICLE XVII. ADDITIONAL PROVISIONS

Section 17.01 Rights of Action. In the event any Unit Owner fails to comply with any provision of this Declaration or any Condominium Document, the Declarant or the Association, in addition to any other rights or remedies they may have hereunder or at law or in equity, shall be entitled to recover their actual attorneys' fees expended in enforcing compliance with this Declaration or the Condominium Documents by the Unit Owner. An award of such attorneys' fees may be added to any assessment against the Unit Owner and Unit to which it pertains and a lien for the amount of such fees shall attach to the Unit to secure the payment of such fees to the Association.

Section 17.02 Waiver. The failure of the Declarant or Association to enforce any provision of this Declaration or any provision in the Condominium Documents, to exercise any right or option, or to serve any notice or to institute any action, shall not be construed as a waiver by the either the Declarant or Association.

Section 17.03 Severability. The provisions contained herein shall be construed as independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not be deemed to impair or affect the validity or enforceability of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect. Any conflict between any provision of any Condominium Document and the Act, or any question regarding the interpretation of any Condominium Documents, shall be governed by the Act.

Section 17.04 Captions. The captions and headings of various Sections and Paragraphs of this Declaration are for convenience only and are not to be construed as defining or limiting the scope or intent of the provisions hereof.

Section 17.05 No Obligations. Nothing contained in the Condominium Documents shall be deemed to impose upon the Declarant or its successors or assigns any obligations of any nature to build, renovate or provide any improvements except to the extent required by the Act.

Section 17.06 Number and Gender. Whenever used herein, the singular number shall include the plural, the plural the singular, and use of any gender shall include all genders.

Section 17.07 Registered Agent. The registered agent for service of process shall be Bruce A. McIlroy, c/o Maynard McIlroy Schmitt & Button, Ltd., 1150 Washington Street, Grafton, WI 53024 or such other person or entity as may be designated by the Board of Directors and upon proper filing of such name with the Wisconsin Department of Financial Institutions.

[SIGNATURE OF DECLARANT FOLLOWS]

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

Blatz Condominium Joint Venture, LLC,
a Wisconsin limited liability company

By: Robert C. Ruvin
Its: Member, Blatz Development Group, LLC
By: William R. Arpe
Its: President, Blatz Real Estate Development, Inc.

Attest: _____
Its: _____

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this 16th day of May, 2006, the above-named William R. Arpe, the President of the above-named corporation and acknowledged that he executed the foregoing instrument as such officer as the deed of such corporation by its authority.

Marilyn J. Klemann

* Marilyn J. Klemann
(type or print name here)
Notary Public, State of Wisconsin
My Commission (is)(expires): 01/24/10

[SIGNATURE OF FINANCIAL INSTITUTION FOLLOWS]

LENDER:

LASALLE BANK NATIONAL ASSOCIATION,
a national banking association

By: [Signature]
Name: Vito J. Taphorn
Title: FIRST VICE PRESIDENT

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this 17th day of May, 2006, the above-named
Vito J. Taphorn, the First Vice President of the above-named
banking association and acknowledged that he executed the foregoing instrument as such officer
as the deed of such corporation by its authority.

[Signature]
* Bruce A. McInay
(type or print name here)
Notary Public, State of Wisconsin
My Commission (is)(~~expires~~): permanent

This instrument was drafted by, and
after recording should be returned to:

Bruce A. McInay
Maynard McInay Schmitt & Button, Ltd.
1150 Washington Street
Grafton, WI 53024
(262) 376-1287

AUTHENTICATION

Signature(s) of Richard C. Ruvin, Blatz Development
Group, LLC, Member

authenticated on May 22, 2006

Bruce A. McIlroy
* Bruce A. McIlroy
TITLE: STATE BAR OF WISCONSIN

(If not, _____
authorized by Wis. Stat. § 706.06

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

FEBRUARY 28, 2008
BLATZ CONDOMINIUM JOINT VENTURE, LLC
DRAWING NO. 12237 - CLH

1. COMMON ELEMENTS ARE ALL AREAS WITHIN THE CONDOMINIUM AND OUTSIDE OF THE UNIT.
2. REFER TO THE ORIGINAL DECLARATION OF CONDOMINIUM FOR DESCRIPTIONS OF THE LIMITED COMMON ELEMENTS.

1127 - LIMITED POWER OF ATTORNEY

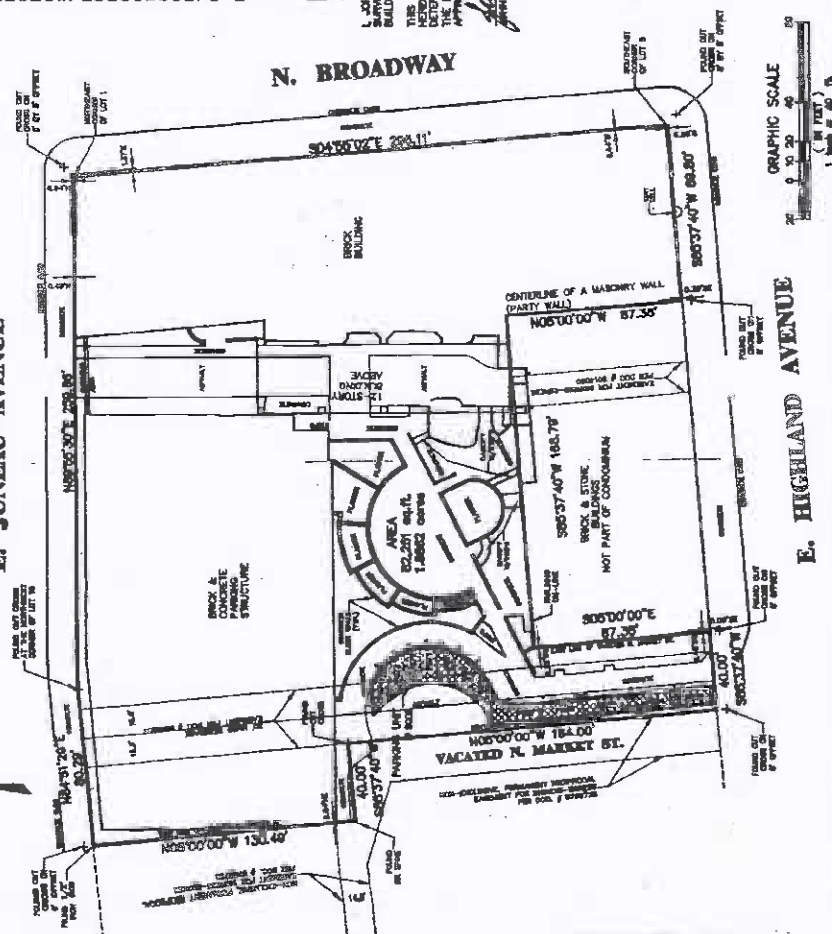
Strong Unit

I, JOHN P. CARLOS, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXISTING 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 BLAZZ CONDOMINIUM AS PROPOSED AT THE DATE HEREOF, AND THE IDENTIFICATION AND IMPROVED 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 DIMENSIONS, AREA, OR VOLUME OF THE CONDOMINIUM BUILDING(S) AND UNITS CONTAINED IN THE PLAT AND THE DIMENSIONAL FLOOR PLANS OF THE CONDOMINIUM BUILDING(S) AND UNITS CONTAINED IN THE PLAT AND THE DIMENSIONAL DIMENSIONS AND FLOOR AREAS THEREOF.

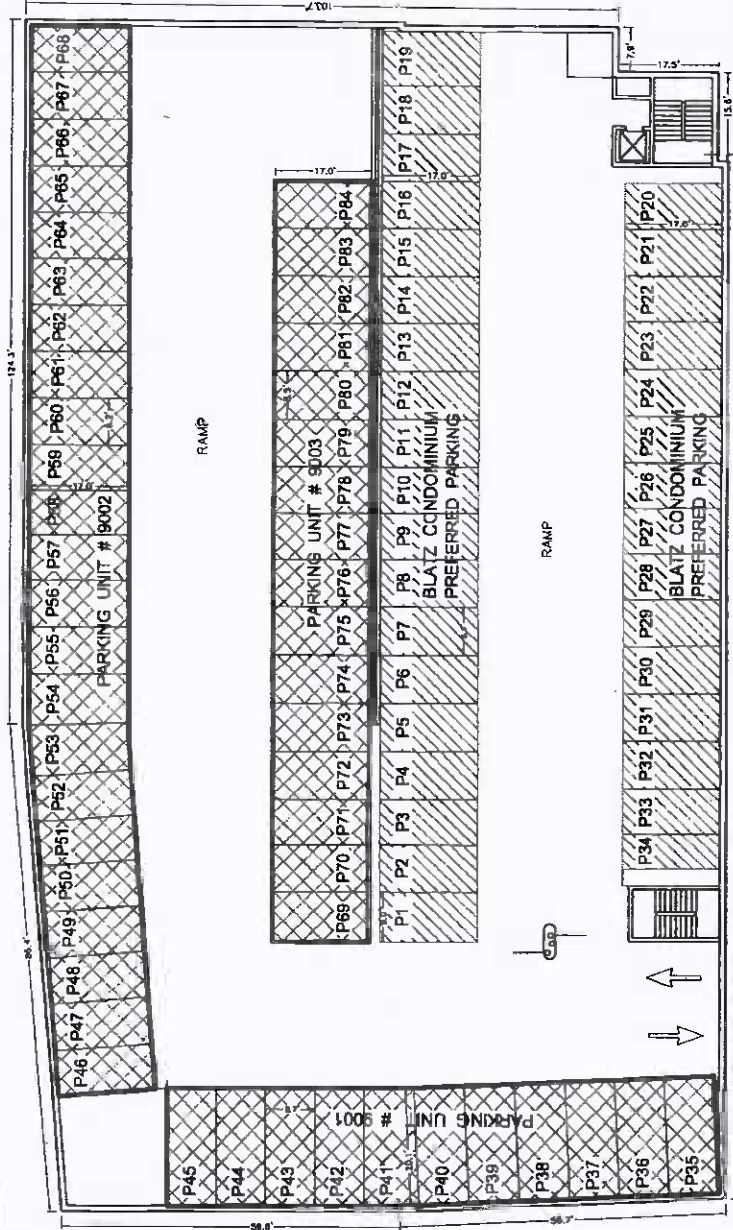
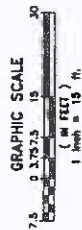
Mar 22, 2006

4



THE BLATZ CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



PARKING UNIT AREA
AND PARKING SPACE

UNIT #	SPACE COUNT	UNIT AREA
P001	11	1,800
P002	23	3,240
P003	18	2,350
P004	14	2,030
P005	11	1,580
P006	10	1,480
P007	17	2,330
P008	11	1,580
P009	12	1,780

* ALL MEASUREMENTS ARE BASED ON SHOT FIELD MEASUREMENTS AND PROPOSED CONSTRUCTION.

PARKING GARAGE - LOWER LEVEL

////// RESIDENTIAL LIMITED COMMON ELEMENT

XXXXX PARKING UNIT

National Survey & Engineering
 202-711-1000
 14743 N. Greenwood Road
 Suite 200
 Brookfield, WI 53005-3938
 A Division of N.A. Smith & Associates, Inc.
 www.nasmi.com
 601.683.7897
 C of Professional Engineers
 SUBSET 2 OF 22

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

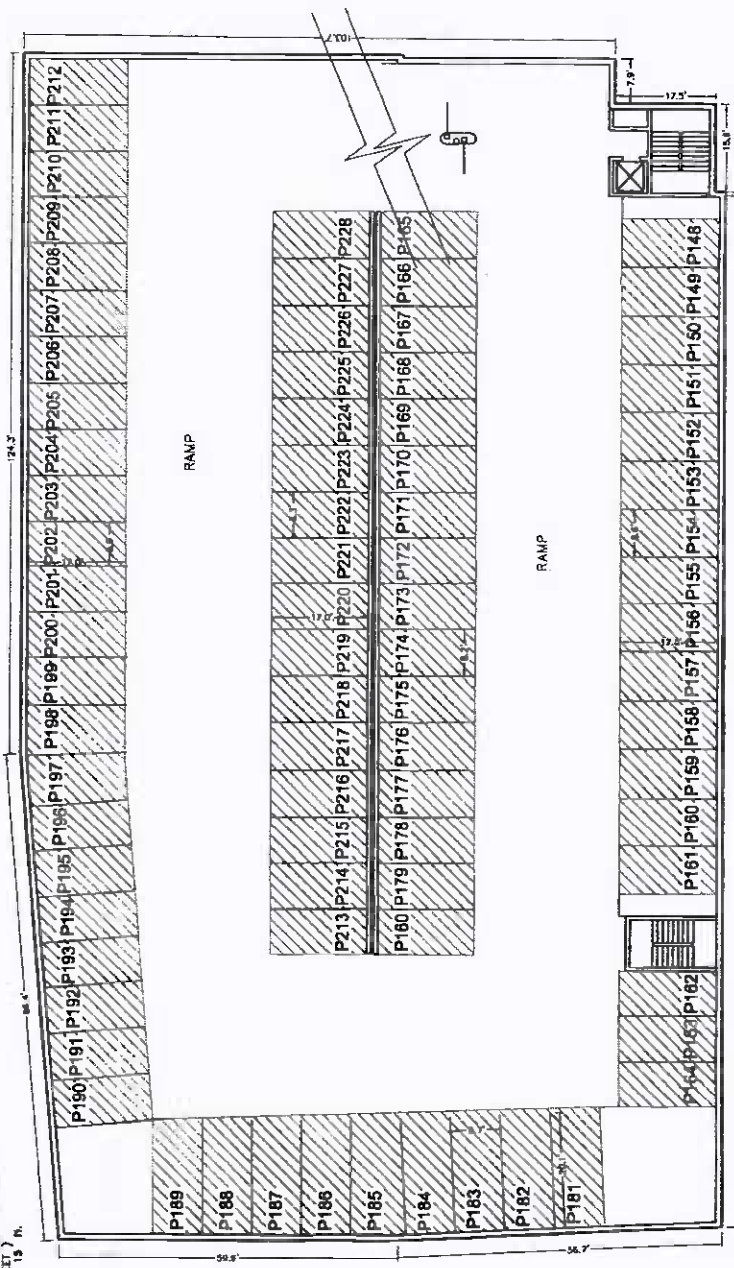


PARKING GARAGE - 1ST FLOOR

RESIDENTIAL LIMITED COMMON ELEMENT
PARKING UNIT

THE BLATZ CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

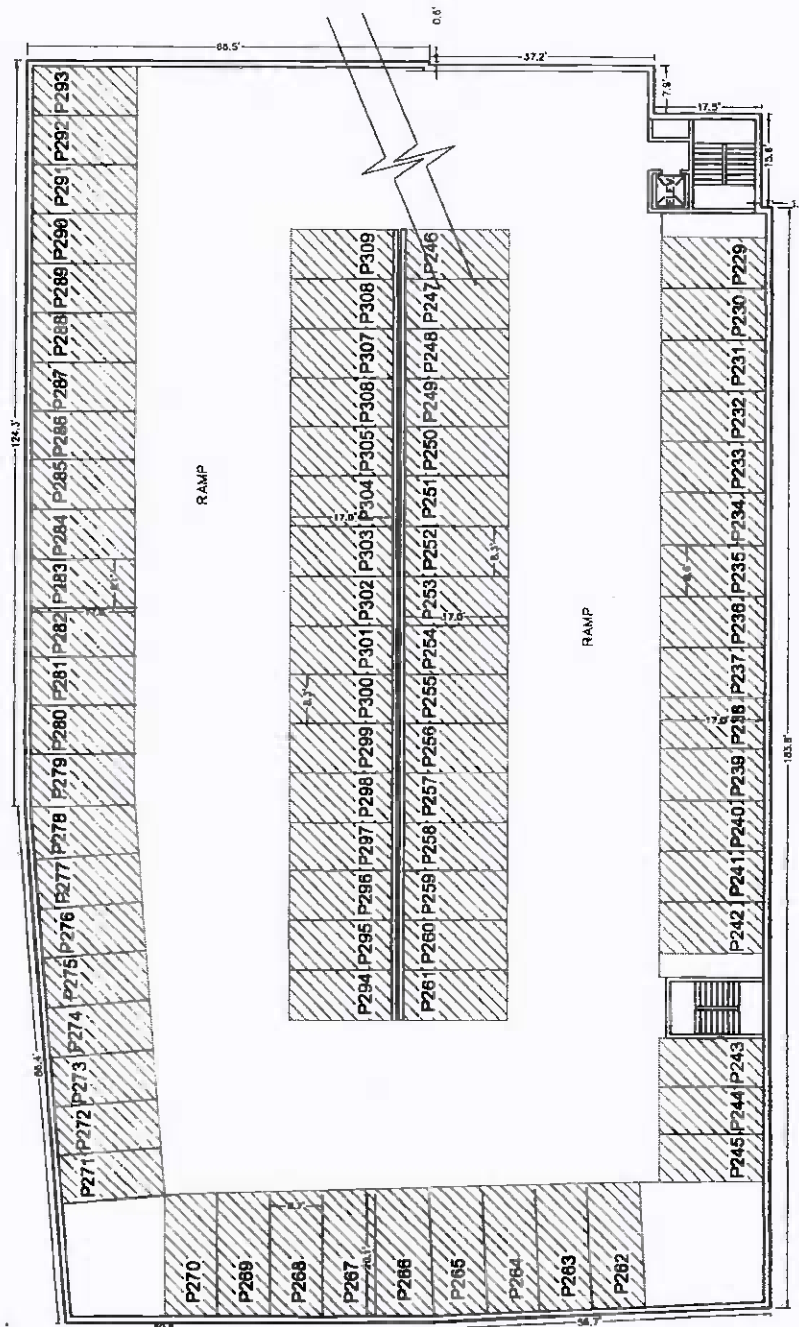
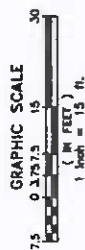


National Survey & Engineering
 252-781-1000
 Fax 252-797-7372
 16743 W. International Road
 Raleigh, NC 27615
 919-286-5998
 A Division of N.A. Smith & Associates, Inc.
 NAI 10217-0000
 CIP 10217-0000
 SHEET 4 OF 22

PARKING GARAGE - 2ND FLOOR

RESIDENTIAL LIMITED COMMON ELEMENT

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



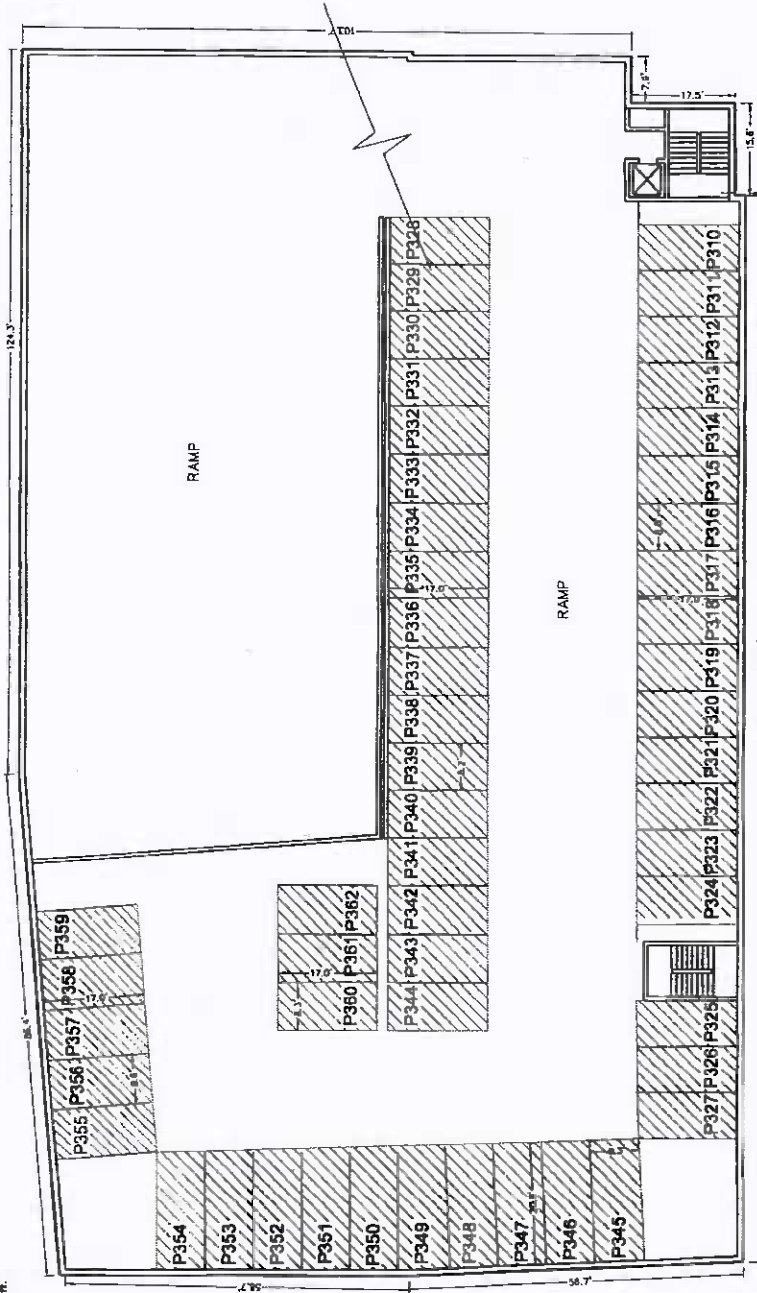
PARKING GARAGE - 3RD FLOOR

RESIDENTIAL LIMITED COMMON ELEMENT

**National
Survey &
Engineering**
A Division of E.A. Angell & Associates, Inc.
262-781-1000
Fax 262-791-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938
Weymouth, MA 01981
Burlington, VT 05405
C/O 106 Juncy Rd
SHEET # OF 22

THE BLATZ CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



National Survey & Engineering
202.781.1600
16743 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5928
www.nse.com
A Division of NSE Inc. a subsidiary of
CH2M HILL
SHEET 6 OF 12

PARKING GARAGE - ROOF

RESIDENTIAL LIMITED COMMON ELEMENT

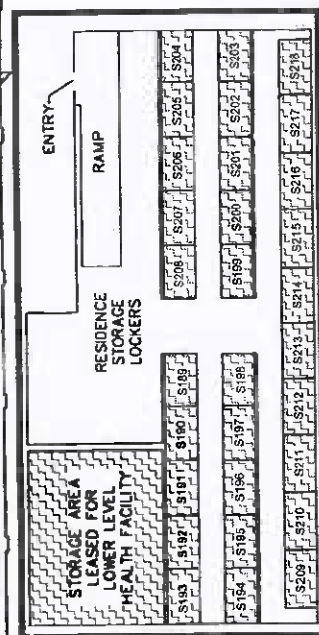
CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



Unit	Unit Area (S.F.)
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UNIT AREAS AND DIMENSIONS ARE
BASED ON FIELD SPOT MEASUREMENTS.

RESIDENTIAL LIMITED COMMON ELEMENT	LEASEABLE COMMON ELEMENT
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11
12	12
13	13
14	14
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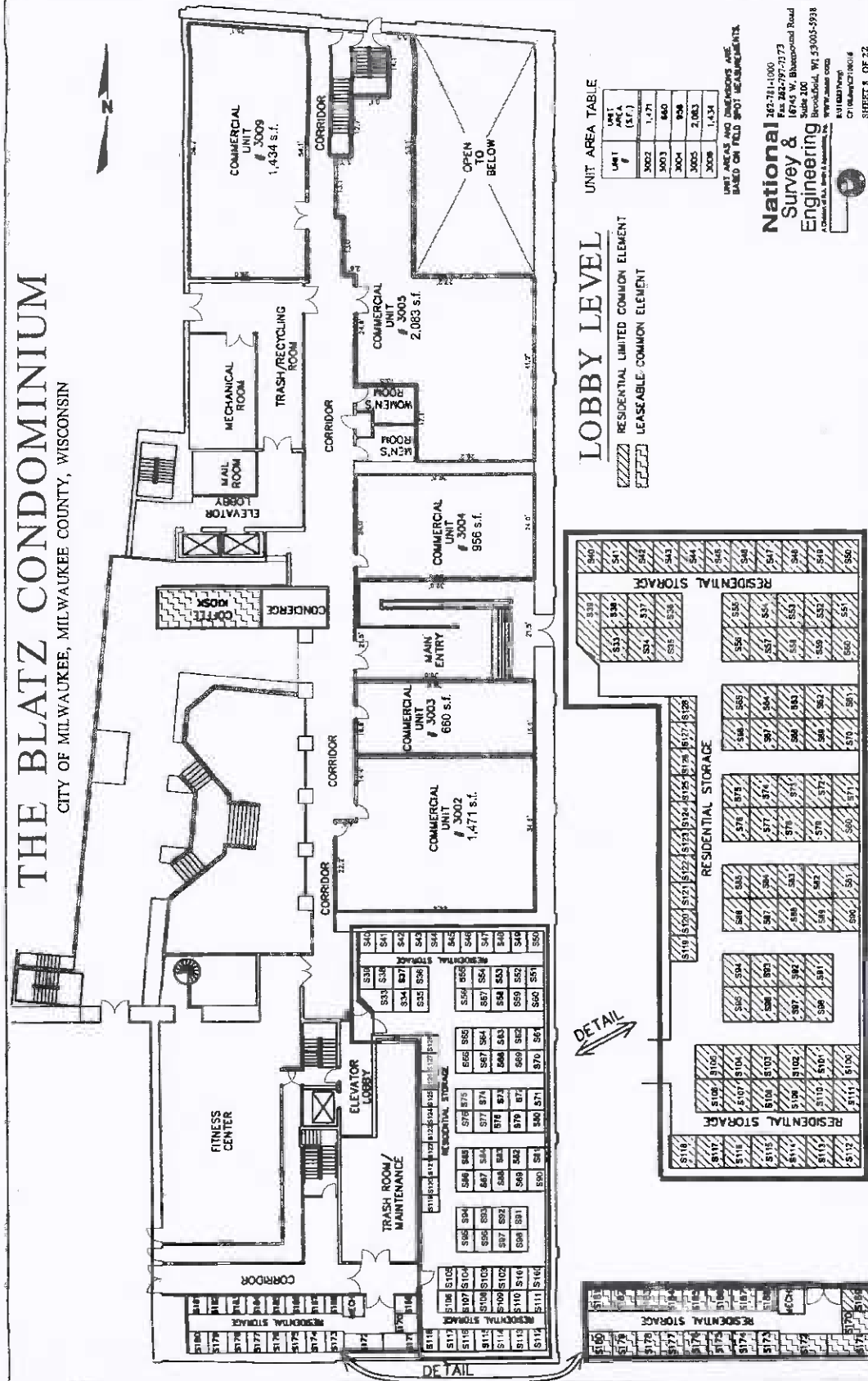
**National
Survey &
Engineering**
A Division of A.S. Smith & Associates, Inc.

262-781-1000
Fax 262-797-7573
16745 N. Bloomfield Road
Suite 200
Brookfield, WI 53005-0938
www.nse.com
E: NSE@nse.com
C: 1 (262) 797-1000

SHEET 7 OF 22

THE BLATZ CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



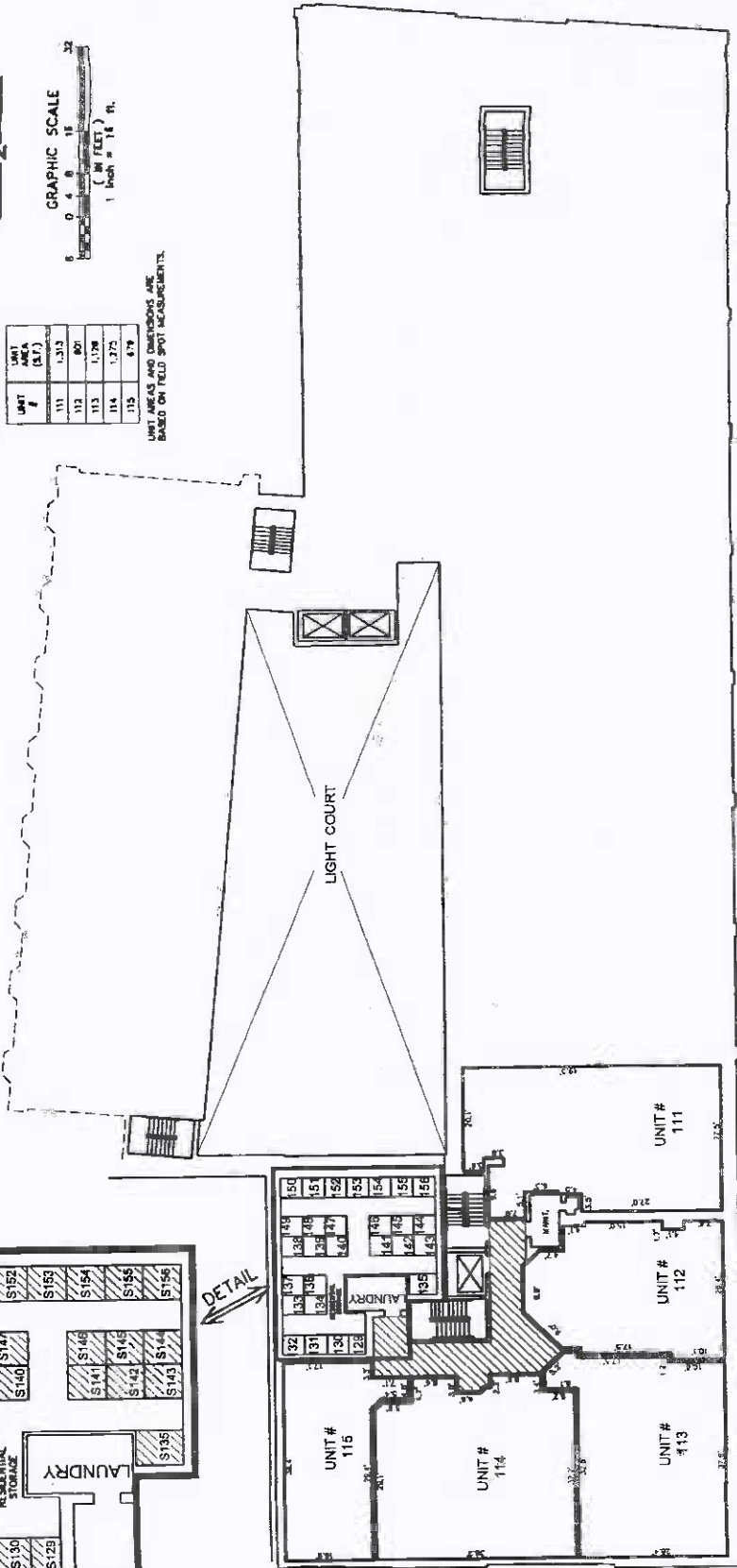
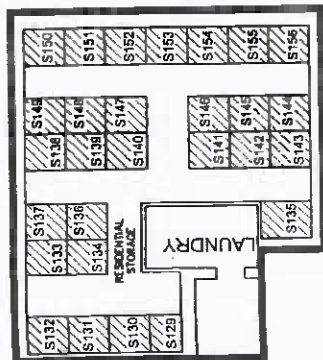
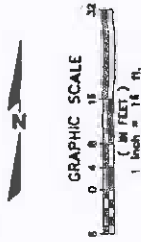
THE BLATZ CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

UNIT AREA TABLE

UNIT #	UNIT AREA (S.F.)
111	1,313
112	801
113	1,178
114	1,272
115	679

UNIT AREAS AND DIMENSIONS ARE BASED ON FIELD SPOT MEASUREMENTS.



1ST FLOOR

RESIDENTIAL UNITED COMMON ELEMENT

National Survey & Engineering
 262-281-1000
 Fax 262-297-7373
 16745 W. Bluemound Road
 Suite 200
 Brookfield, WI 53005-5938
 Owners: U.S. Bank & Associates, Inc.
 11111 W. Bluemound Road
 Brookfield, WI 53005-5938
 SHEET 1 OF 22

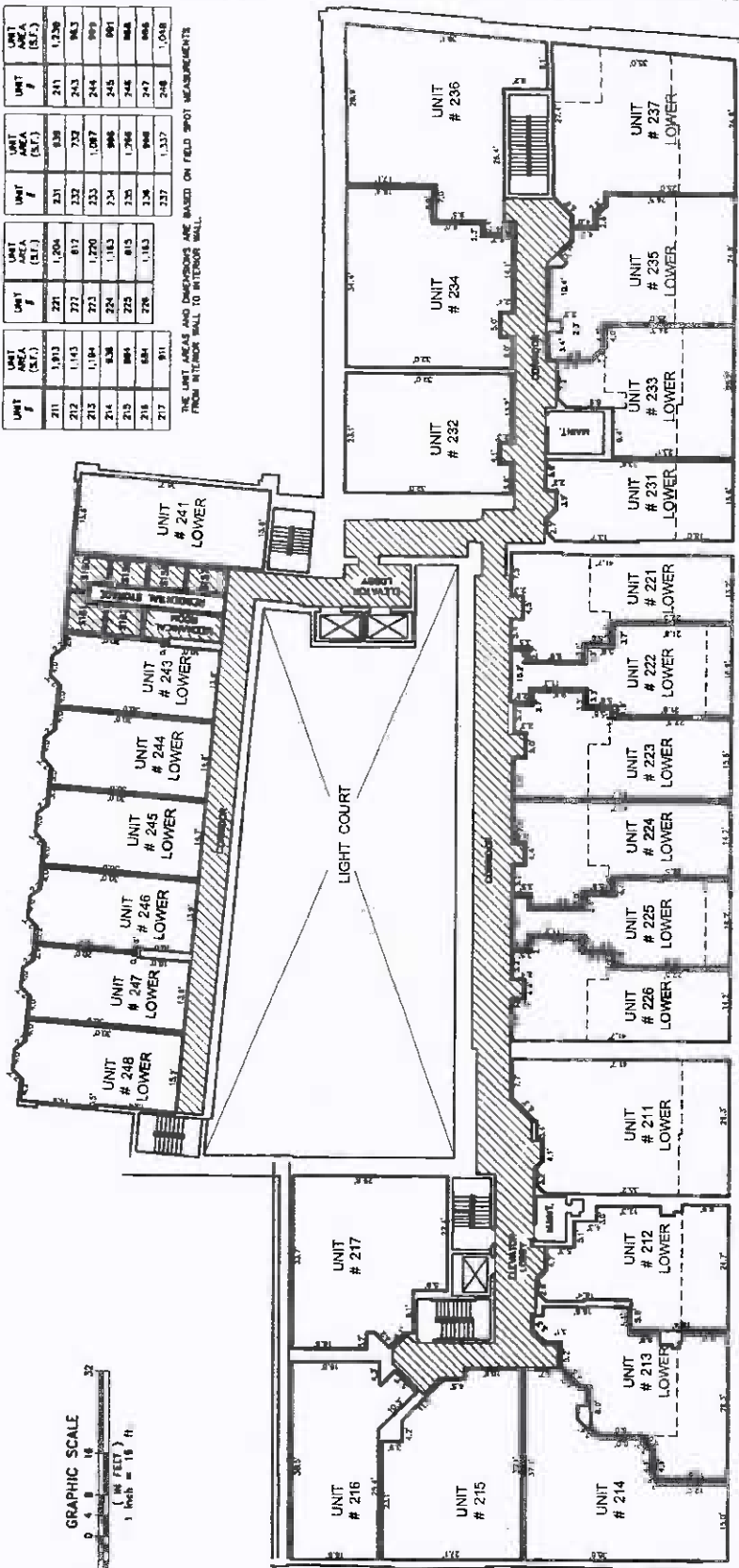
THE BLATZ CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

UNIT AREA TABLE

UNIT #				UNIT #				UNIT #				UNIT #			
UNIT AREA (S.F.)		UNIT #		UNIT AREA (S.F.)		UNIT #		UNIT AREA (S.F.)		UNIT #		UNIT AREA (S.F.)		UNIT #	
211	1,812	221	1,204	231	838	241	1,226	212	1,143	222	817	232	732	242	963
213	1,194	223	1,270	233	1,017	243	989	214	838	224	1,183	234	946	244	991
215	884	225	815	235	1,766	245	968	216	684	226	278	236	946	246	968
217	911			237	1,337	247	1,048								

THE UNIT AREAS AND DIMENSIONS ARE BASED ON FIELD SPOT MEASUREMENTS FROM INTERIOR WALL TO INTERIOR WALL.



2ND FLOOR

RESIDENTIAL LIMITED COMMON ELEMENT

National Survey & Engineering
 265-711-0800
 16745 W. Blomquist Road
 Suite 200
 Brookfield, WI 53005-5938
 A member of N.A. Engineering, Inc. www.nae.com

CS/DA/PC/6/01/4
 SHEET 10 OF 22

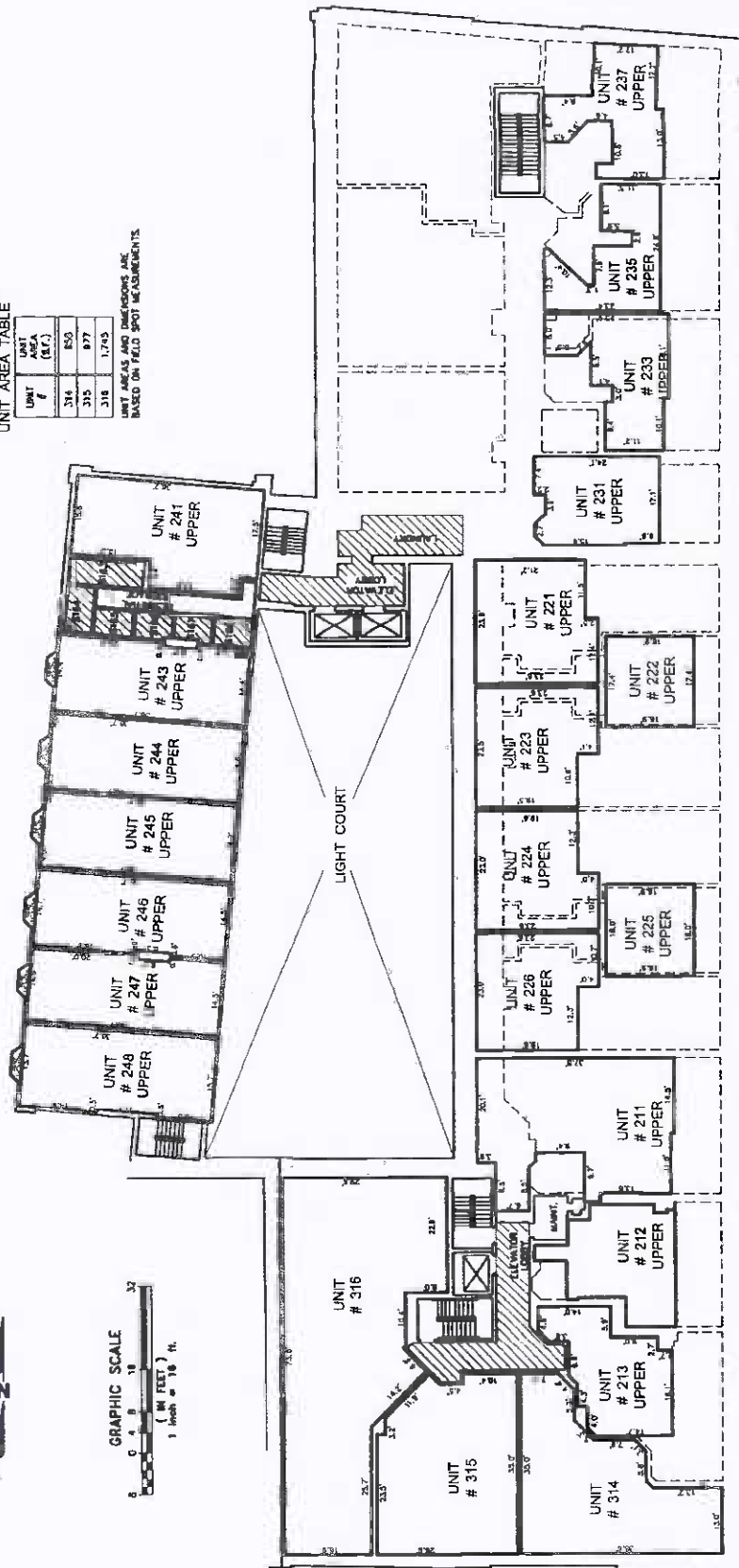
THE BLATZ CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

UNIT AREA TABLE

UNIT #	UNIT AREA (S.F.)
314	850
315	977
316	1,743

UNIT AREAS AND DIMENSIONS ARE BASED ON FIELD SPOT MEASUREMENTS



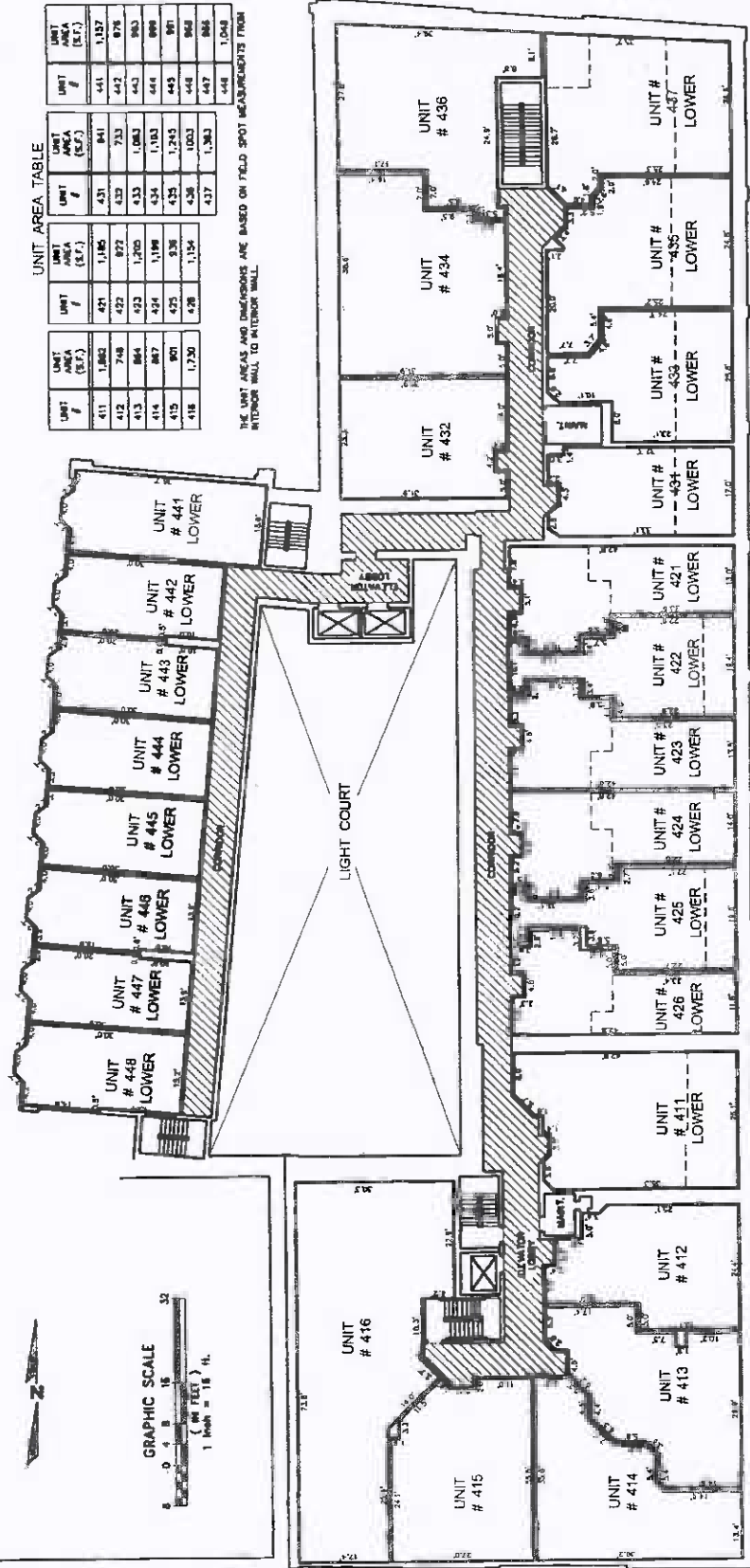
3RD FLOOR

RESIDENTIAL LIMITED COMMON ELEMENT

National Survey & Engineering
 242-381-1000
 Fax 242-372-3373
 16745 W. Riverwood Road
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 Brookfield, WI 53005-5938
 A COMM-FLEX, Inc. & Associates, Inc. member company
 ALL RIGHTS RESERVED
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 SHEET 11 OF 21

THE BLATZ CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

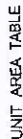


National Survey & Engineering
 262-781-1000
 1000 West Wisconsin Road
 Suite 200
 Brookfield, WI 53005-5938
 A Division of National Survey & Engineering, Inc.
 S.U. 00077007
 CTR 00077007
 SHEET 12 OF 22

4TH FLOOR

RESIDENTIAL LIMITED COMMON ELEMENT

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



UNIT #	UNIT AREA (S.F.)
512	750
513	798
514	852
515	904
516	1,337

THE UNIT AREAS AND DIMENSIONS ARE BASED ON FIELD SPOT MEASUREMENTS FROM INTERIOR WALL TO INTERIOR WALL.

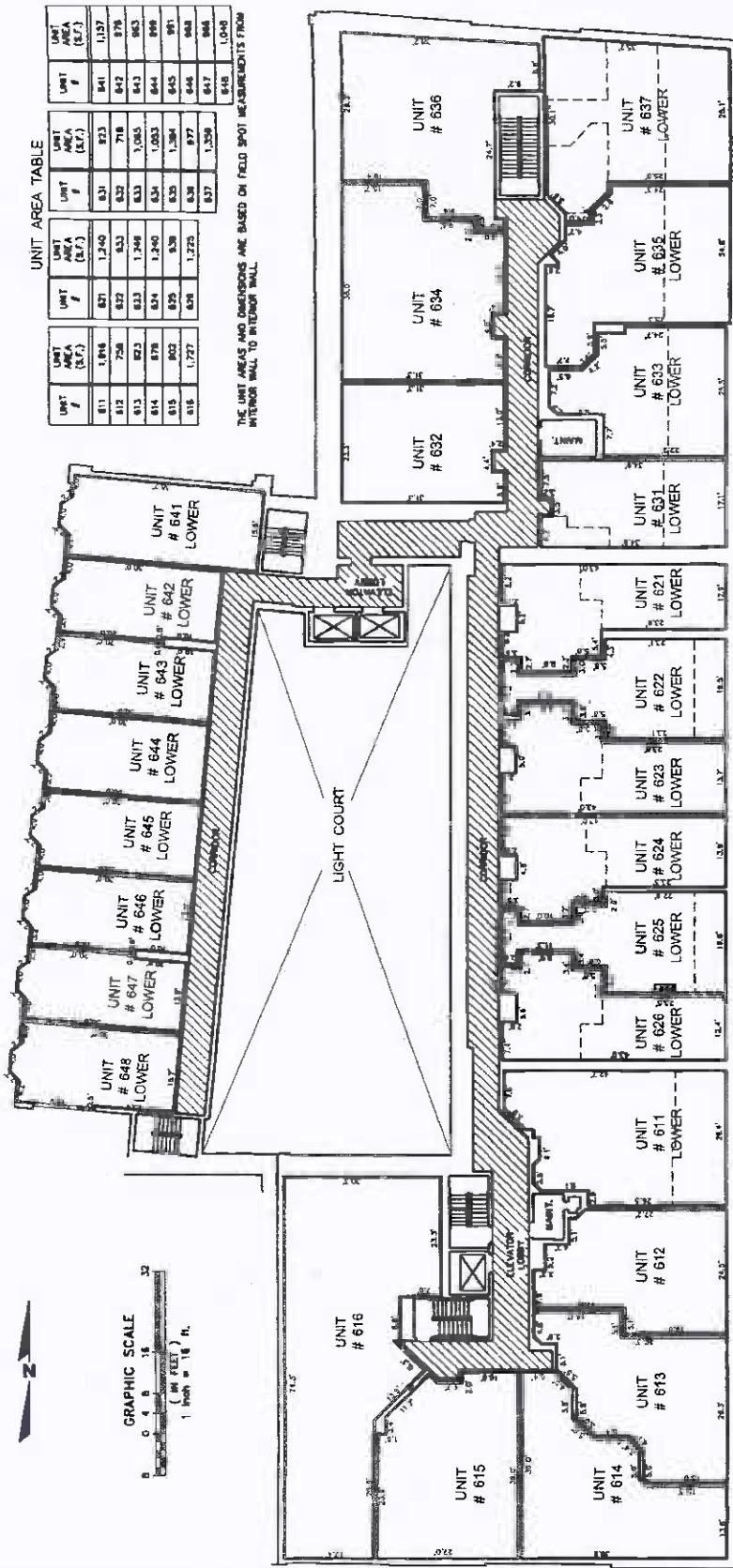
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RESIDENTIAL LIMITED COMMON ELEMENT

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1.800.777.4641
CP105.AvgVCP:00016
SHEET 13 OF 22

THE BLATZ CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



UNIT AREA TABLE

UNIT #	UNIT AREA (S.F.)	UNIT #	UNIT AREA (S.F.)	UNIT #	UNIT AREA (S.F.)
611	1,846	621	1,240	631	973
612	758	622	633	632	718
613	823	623	1,748	633	1,085
614	878	624	1,240	634	1,083
615	802	625	938	635	1,384
616	1,777	626	608	636	977
				637	1,326
				638	1,048

THE UNIT AREAS AND DIMENSIONS ARE BASED ON FIELD SPOT MEASUREMENTS FROM INTERIOR WALL TO INTERIOR WALL.

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 18745 W. Blumensaat Road
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 www.nasurvey.com
 6/11/2017
 07/08/2017/08014
 SHEET 14 OF 22

6TH FLOOR

RESIDENTIAL UNITED COMMON ELEMENT

THE BLATZ CONDOMINIUM

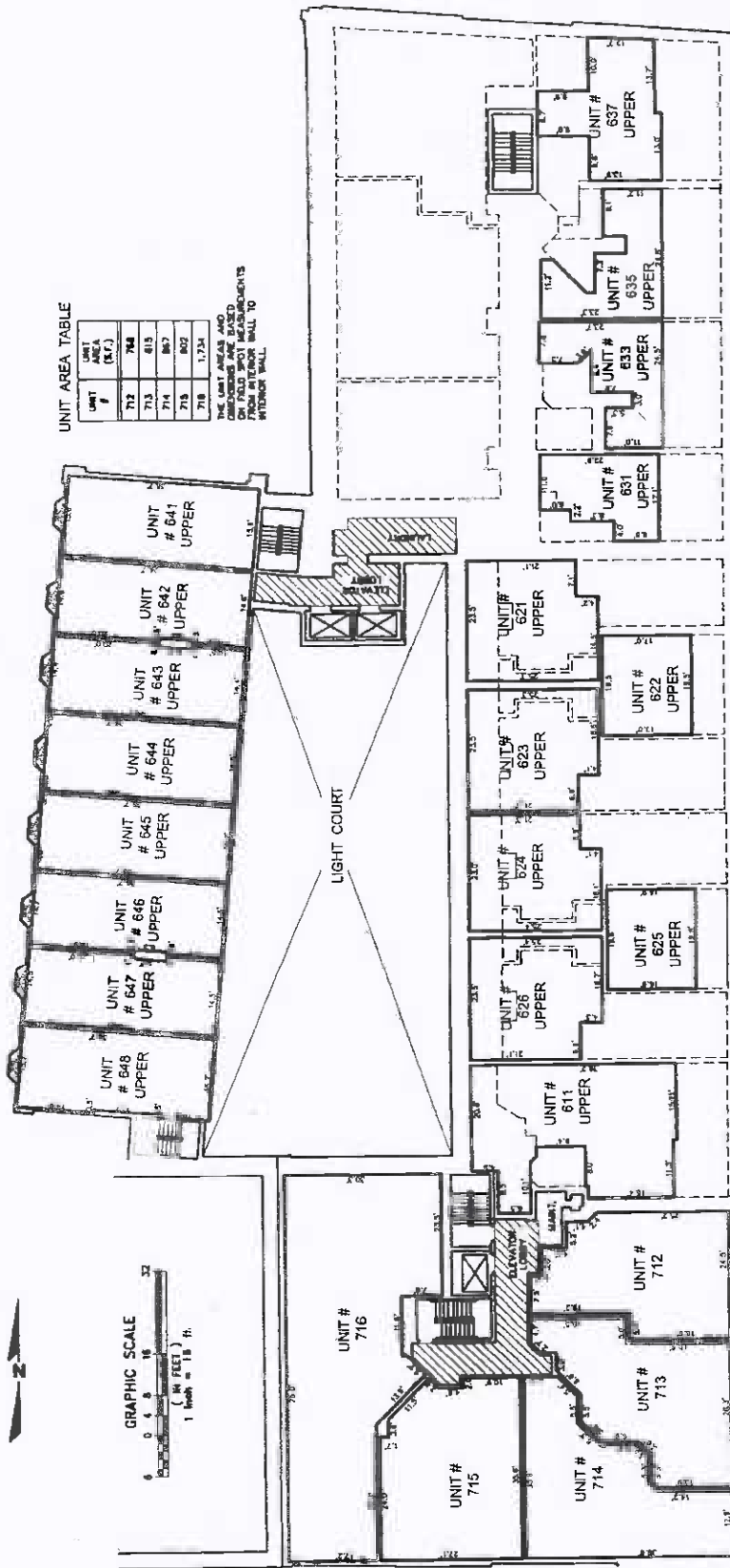
CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



UNIT AREA TABLE

UNIT #	UNIT AREA (S.F.)
712	748
713	815
714	867
715	802
716	1,734

THE UNIT AREAS AND DIMENSIONS ARE BASED ON FIELD SPOT MEASUREMENTS AND ARE SUBJECT TO INTERIOR WALL.

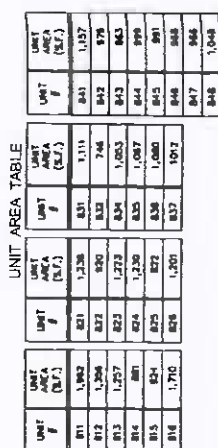


7TH FLOOR

RESIDENTIAL LIMITED COMMON ELEMENT

National Survey & Engineering
A Division of N.A. Smith & Associates, Inc.
352-781-1000
Fax: 352-797-7573
17401 W. Blinnwood Road
Suite 200
Brookfield, WI 53005-5318
www.nseinc.com
LS10317963
C:\Survey\CD\0016
SHEET 15 OF 22

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



THE UNIT AREAS AND DIMENSIONS ARE BASED ON FIELD NOTES TAKEN BY THE INVESTIGATOR IN 1968. THE UNIT AREAS ARE BASED ON THE AREA OF THE WALLS OF THE TUNNELS.

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Engineering**
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8TH FLOOR

RESIDENTIAL LIMITED COMMON ELEMENT

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FBI - NEW YORK
SHEET 16 OF 22

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



THE UNIT AREAS AND DIMENSIONS ARE BASED ON FIELD SPOT MEASUREMENTS FROM INTERIOR WALL TO INTERIOR WALL.

**National
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Engineering**
162-781-1000
Fax 262-797-7373
16745 W. Blumentown Road
Suite 200
Brookfield, WI 53005-5938

262-781-1000

For 262-797-7373

18745 W. Blumound Road

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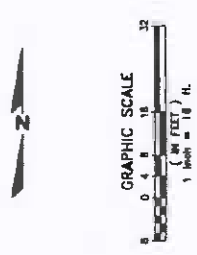
663021

877-761-1313

9TH FLOOR

 RESIDENTIAL LIMITED COMMON ELEMENT

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



UNIT #	UNIT AREA (S.F.)	UNIT #	UNIT AREA (S.F.)	UNIT #	UNIT AREA (S.F.)
1021	1,115	1021	1,241	1031	1,158
1012	818	1022	877	1032	978
1013	1,186	1023	1,272	1033	981
1015	1,777	1024	914	1034	988
1016	1,750	1025	937	1035	981
		1026	1,038	1046	948
			2,175	1047	968

THE UNIT AREAS AND DIMENSIONS ARE BASED ON FIELD SPOT MEASUREMENTS FROM INTERIOR WALL TO INTERIOR WALL.

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16743 W. Bluemound Road
Fox 262-797-7373
262-781-1000
Brentfield, WI 53005-5938
WWW.NASE.COM

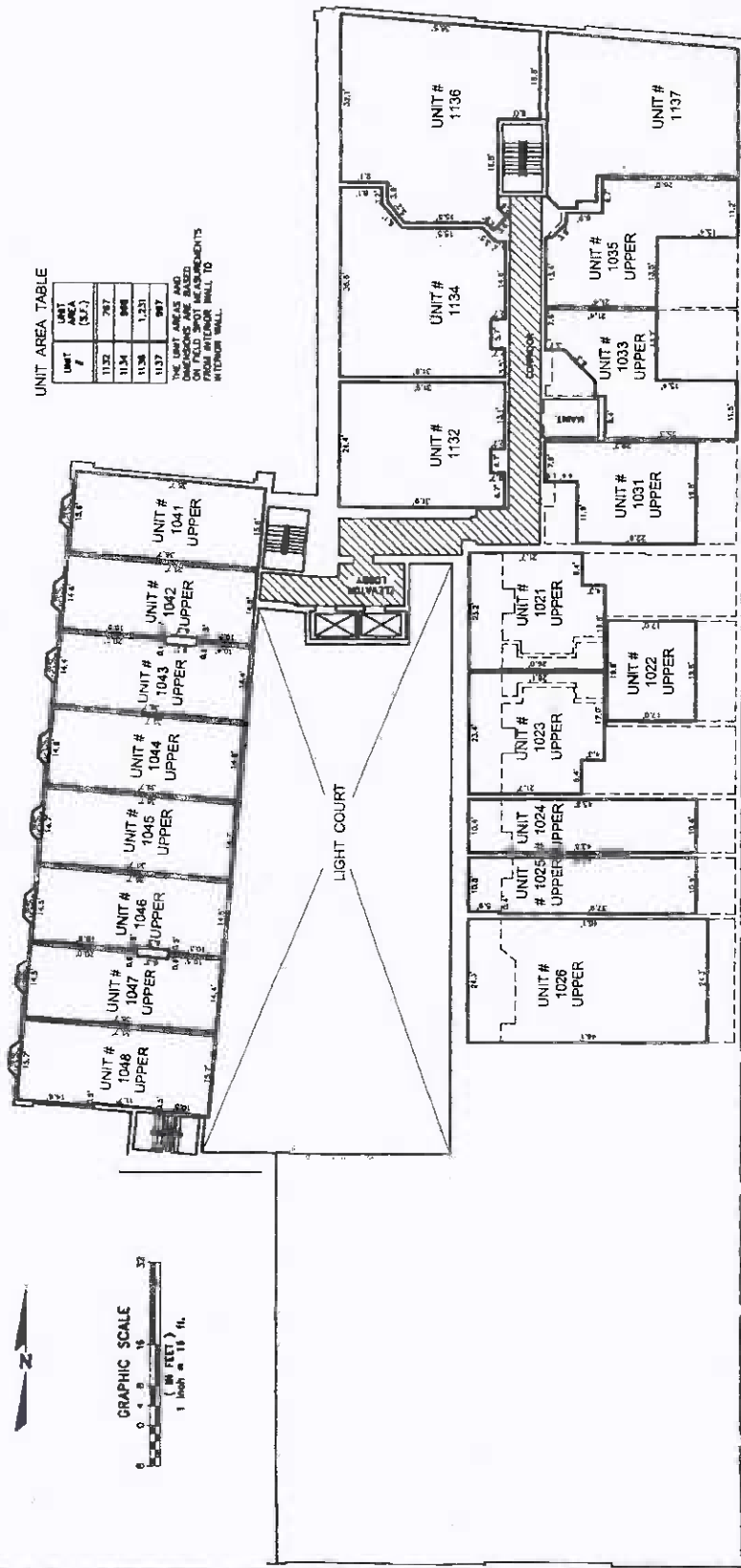
10TH FLOOR

RESIDENTIAL LIMITED COMMON ELEMENT

91060107 JEFF/001216
SHEET 18 OF 22

THE BLATZ CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

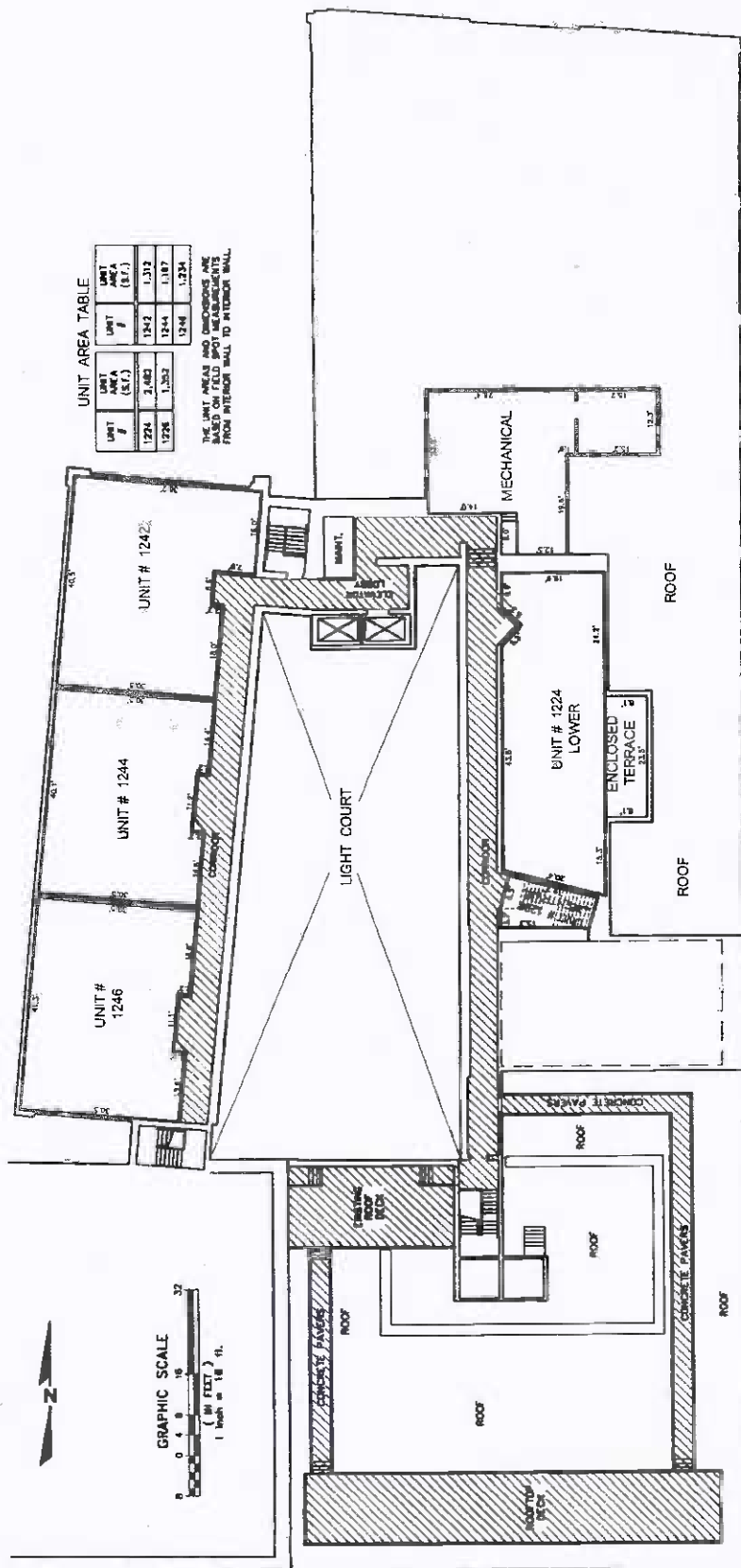


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Fax 262-797-7373
16747 W. Bluemound Road
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West Allis, WI 53091-0738
www.nsewi.com
NSES010700
CIVIL ENGINEER LICENSE
SHEET 19 OF 22

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

UNIT AREA TABLE			
UNIT #	UNIT AREA (S.F.)	UNIT #	UNIT AREA (S.F.)
1224	2,482	1242	1,312
1226	1,352	1244	1,187
		1246	1,234

THE LIMIT AREAS AND DIMENSIONS ARE BASED ON FIELD SPOT MEASUREMENTS FROM INTERIOR WALL TO INTERIOR WALL.



**National
Survey &
Engineering**
262-741-1000
Fax 262-797-7373
16745 W. Blomound Road
Suite 200
Brookfield, WI 53005-5938

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6745 W. Riverway
Chicago, IL 60631-1000

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www.ama-assn.org

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SHEET 20 OF 22

12TH FLOOR

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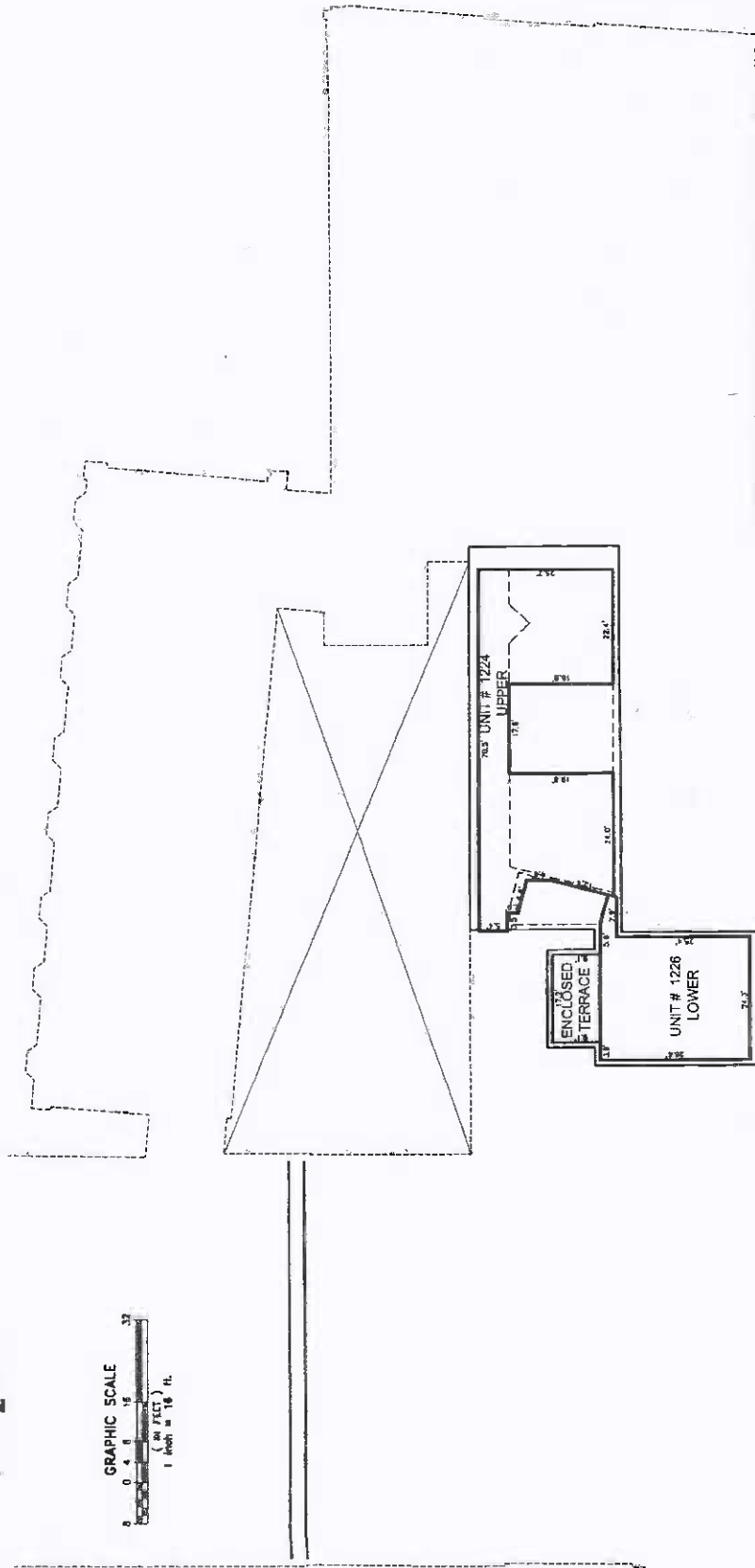
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77 JOURNAL OF THE AMERICAN MEDICAL ASSOCIATION
PUBLISHED WEEKLY
CHICAGO, ILL., MAY 1, 1935
Vol. 51, No. 18
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Published by the American Medical Association, 535 North Dearborn Street, Chicago, Ill.
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THE BLATZ CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



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 N.E. 16837 Ave. N.
 Chanhassen, MN 55015
 SHEET 21 OF 22

EXHIBIT B

The following list of easements and encumbrances is based solely on Schedule B of the First American Title Insurance Company Policy of Title Insurance, Policy No. OP 6594470, dated December 8, 2005 and listing Blatz Condominium Joint Venture, LLC, as the Insured. Prospective purchasers and Unit Owners are encouraged to review the above-referenced Policy and supporting documents, a copy of which are available for inspection at the office of The Blatz Condominium Association, Inc. during normal business hours.

EASEMENTS AFFECTING THE PROPERTY

1. Redevelopment Plan for the North Market Street—East Highland Avenue Urban Renewal Project recorded on July 24, 1985 in Reel 1776, Image 418, as Document No. 5829778.
 - A. Amendment No. 1 to the Redevelopment Plan for the North Market Street—East Highland Avenue Urban Renewal Project recorded on February 13, 1986 in Reel 1847, Image 903, as Document No. 5888525.
 - B. Amendment No. 2 to the Redevelopment Plan for the North Market Street—East Highland Avenue Urban Renewal Project recorded on July 29, 1987 in Reel 2124, Image 2124, as Document No. 6088957.
2. Easement for sewer and appurtenances conveyed to the Milwaukee Metropolitan Sewerage District, recorded on February 2, 1987 in Reel 2037, image 80, as Document No. 6016282 (Exception 15).
3. Easement for sewer facilities conveyed to the City of Milwaukee recorded on February 6, 1987 in Reel 2039, Image 120, as Document No. 6018262 (Exception 16).
4. Party Wall Agreement for supporting structure between the adjoining office complex and the Property recorded on December 4, 1987 in Reel 2166, Image 1368, as Document No. 6129365 (Exception 17).
5. Grant of Easement to adjoining the office complex for ingress and egress, recorded on December 4, 1987 in Reel 2166, Image 1375, as Document No. 6129366 (Exception 18).
6. Declaration of Restrictions regarding compliance with 1986 Wisconsin State Building Code, recorded on August 8, 1988 in Reel 2241, Image 1120, as Document No. 6197511 (Exception 19).
7. Declaration of Restrictions regarding compliance with 1986 Wisconsin State Building Code, recorded on October 5, 1988 in Reel 2260, Image 1433, as Document No. 6215227 (Exception 20).
8. Encroachment Easement Agreement between the office complex and the Property recorded on January 19, 2001 as Document No. 8014061 (Exception 21).

9. Reciprocal Easement and Operating Agreement between the office complex and the Property for HVAC, fire escape and protection, garbage and gas main systems, loading dock, mechanical services, and shared lobby and courtyard, recorded on August 25, 2003 in Reel 5653, Image 9078, as Document No. 8604591 (Exception 22).

10. Amendment to the Parking Agreement recorded on September 24, 2003 in Reel 5674, Image 903, as Document No. 8632695 (Exception 23). The Parking Agreement dated November 25, 1987, is attached as Exhibit C to the Amendment.

11. Reciprocal Easement, Construction and Operating Agreement between the office complex and the Property addressing, without limitation, construction, parking structure, ingress and egress, vacated Market Street, and maintenance, recorded on December 2, 1987 in Reel 2165, Image 1199, as Document No. 6128527 (Exception 24). A Quit Claim Deed from the office complex to the Property which included conveyance of right of reverter referenced in the Reciprocal Easement, Construction and Operating Agreement was recorded on December 14, 2000 as Document No. 8001130.

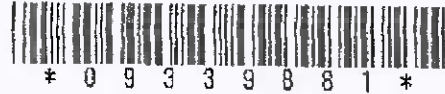
12. Encroachment of 3 story building into the Property on the south and east as shown on an ALTA/ASCM Land Title Survey prepared by National Survey & Engineering under a date of December 1, 2005, as Survey No. 150107 (Exception 25).

13. Encroachment of brick building located on the Property into the premises abutting on the north, east and south as shown on an ALTA/ASCM Land Title Survey prepared by National Survey & Engineering under a date of December 1, 2005, as Survey No. 150107 (Exception 26).

14. Encroachment of walk into the Property on the north as shown on an ALTA/ASCM Land Title Survey prepared by National Survey & Engineering under a date of December 1, 2005, as Survey No. 150107 (Exception 27).

15. Sewer Easement – (SE2428-8) and 15-inch combined sewer in that portion of vacated North Market Street as shown on an ALTA/ASCM Land Title Survey prepared by National Survey & Engineering under a date of December 1, 2005, as Survey No. 150107 (Exception 28).

4



DOCUMENT NUMBER	DOCUMENT TITLE
	First Amendment to Declaration of The Blatz Condominium
LEGAL DESCRIPTION	
The Blatz Condominium, created by a Declaration of Condominium recorded on May 23, 2006, in the Office of the Register of Deeds for Milwaukee County, Wisconsin, as Document No 09240320, and by its Condominium Plat, recorded on May 23, 2006, in the Office of the Register of Deeds for Milwaukee County, Wisconsin, as Document No 09240322, being part of the Northeast 1/4 of Section 29, in Town 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin This First Amended Declaration is made effective as of the 9th day of October, 2006, by Blatz Condominium Joint Venture, LLC, a Wisconsin limited liability company ("Declarant") The Declaration of The Blatz Condominium, dated May 15, 2006, and recorded on June 23, 2006, in the Office of the Register of Deeds for Milwaukee County, Wisconsin, as Document No 9240320, is hereby amended as follows 1. The following Defined Terms in Article I, Section 1.01, of the Declaration are amended to read "Plat" means the Condominium Plat, attached to the Declaration as EXHIBIT A, and Addendum No 1 to the Condominium Plat attached to this First Amendment of the Declaration of The Blatz Condominium, as EXHIBIT A-1, being recorded pursuant to the Act simultaneously with this First Amendment to the Declaration "Leasable Common Elements" means those portions of the Common Elements as to which the Association reserves the right to lease to third parties. Such Leasable Common Elements are identified on sheets 7 and 8 of the Plat and sheets 1 and 2 of the First Addendum to the Plat 2. EXHIBIT A-1 attached hereto is added to the Declaration. Except as expressly provided herein, the Declaration is unchanged in all respects. <i>[Signatures of Declarant and Financial Institution follow]</i>	

DOC.# 09339881

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED 11/15/2006 02:00PM

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT: 25.00

THIS SPACE RESERVED FOR RECORDING DATA

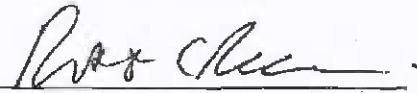
NAME AND RETURN ADDRESS

Bruce A McInay
McInay Schmitt & Button, Ltd
1150 Washington Street
Grafton, WI 53024392-1304-110-3, 392-1304-220-7
Parcel Identification Number (PIN)

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

Blatz Condominium Joint Venture, LLC
a Wisconsin limited liability company

Blatz Development Group, LLC

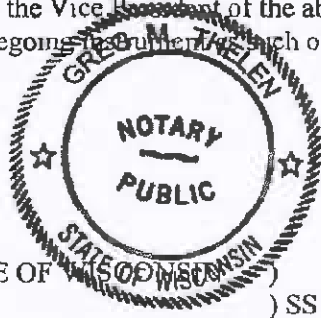
By 
Robert C. Ruvin, Member

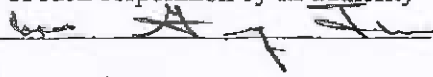
Fiduciary Real Estate Development, Inc

By 
Brett K. Miller, Vice-President

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

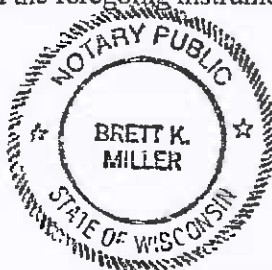
Personally came before me this 19 day of October, 2006, the above-named Brett K. Miller, the Vice President of the above-named corporation and acknowledged that he executed the foregoing instrument as the deed of such corporation by its authority

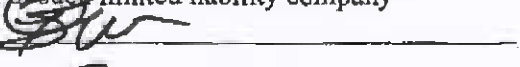



* Gretchen Thelen
(type or print name here)
Notary Public, State of Wisconsin
My Commission (is)(expires) 04/08/09

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this 20th day of October, 2006, the above-named Robert C. Ruvin, a member of the above-named limited liability company and acknowledged that he executed the foregoing instrument on behalf of such limited liability company




* Brett K. Miller
(type or print name here)
Notary Public, State of Wisconsin
My Commission (is)(expires) permanently

[SIGNATURE OF FINANCIAL INSTITUTION FOLLOWS]

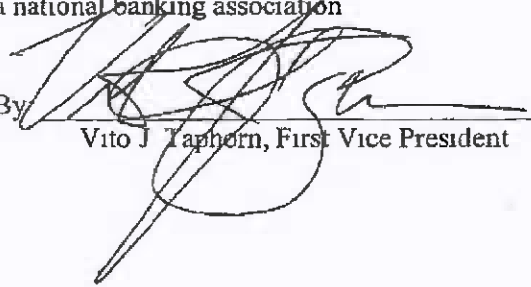
CONSENT OF MORTGAGEE

The undersigned, as the mortgagee of Blatz Condominium Joint Venture, LLC, hereby consents to the foregoing Amendment, and agrees that its interest in the property shall be subject in all respects to the terms of the same.

Dated this 20 day of October, 2006

LaSalle Bank National Association,
a national banking association

By

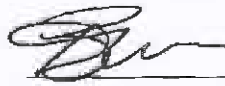

Vito J. Taphorn, First Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this 20th day of October, 2006, the above-named Vito J Taphorn, the First Vice President of LaSalle Bank N A and acknowledged that he executed the foregoing instrument as such officer as the deed of such corporation by its authority





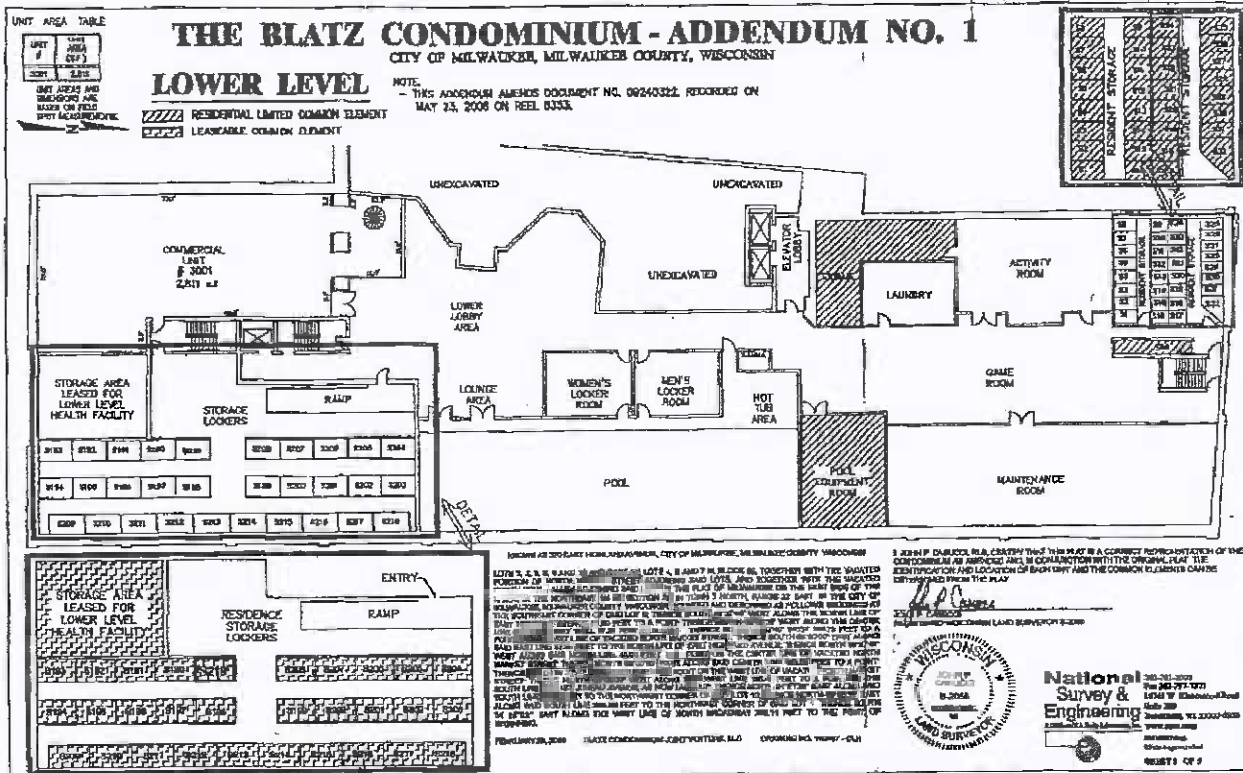
* BRETT K. MILLER

(type or print name here)

Notary Public, State of Wisconsin

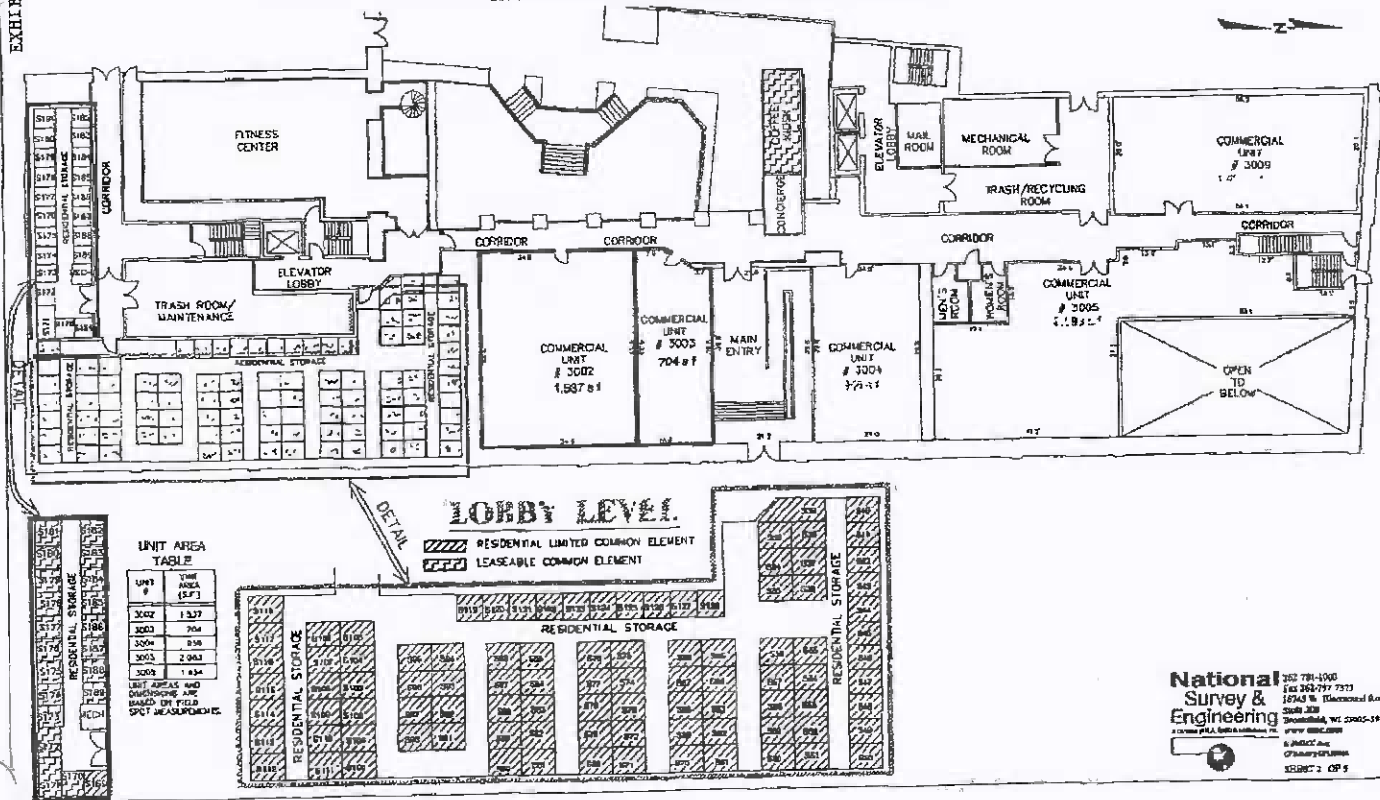
My Commission (is) ~~(expires)~~ permanent.

This instrument was drafted by.
Bruce A. McInay
McInay Schmitt & Button, Ltd
1150 Washington Street
Grafton, WI 53024



THE BLATZ CONDOMINIUM - ADDENDUM NO. 1

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

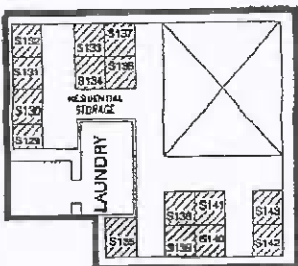


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 Suite 300
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 www.nsewi.com
 A JACOBS Inc. Company
 SSGM-2-03-5

EXHIBIT A-1

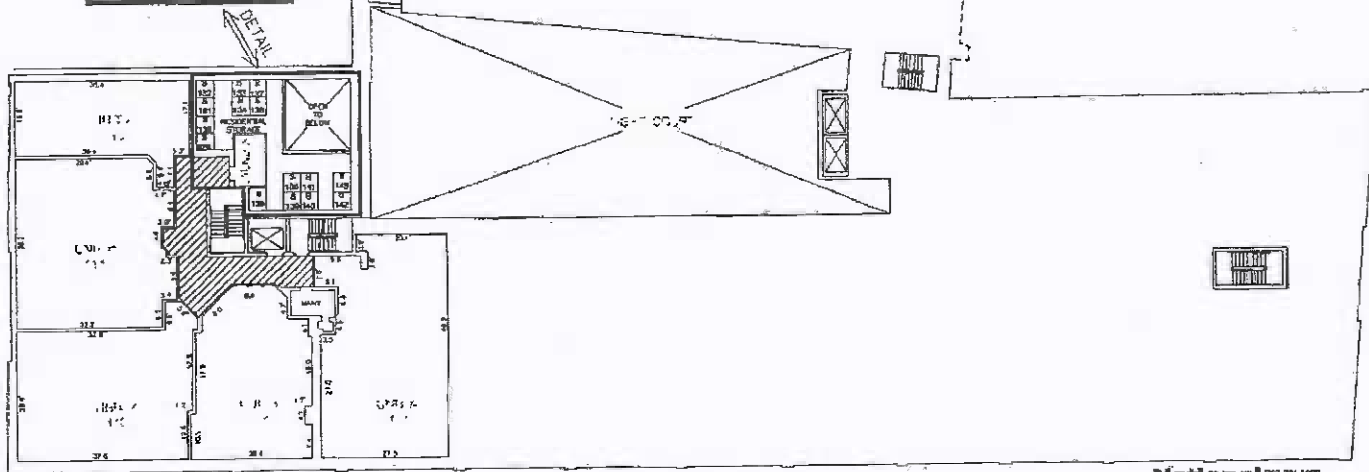
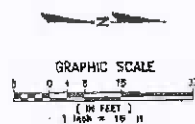
THE BLATZ CONDOMINIUM - ADDENDUM NO. 1

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



UNIT #	GROSS AREA (SF)
101	1,315
102	971
103	1,128
104	1,272
105	870

NET AREAS AND DIMENSIONS ARE BASED ON FIELD SPOT MEASUREMENTS



1ST FLOOR

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 S. J. JENSEN
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 LICENSE # 10100

INDEX

GRAPHIC SCALE

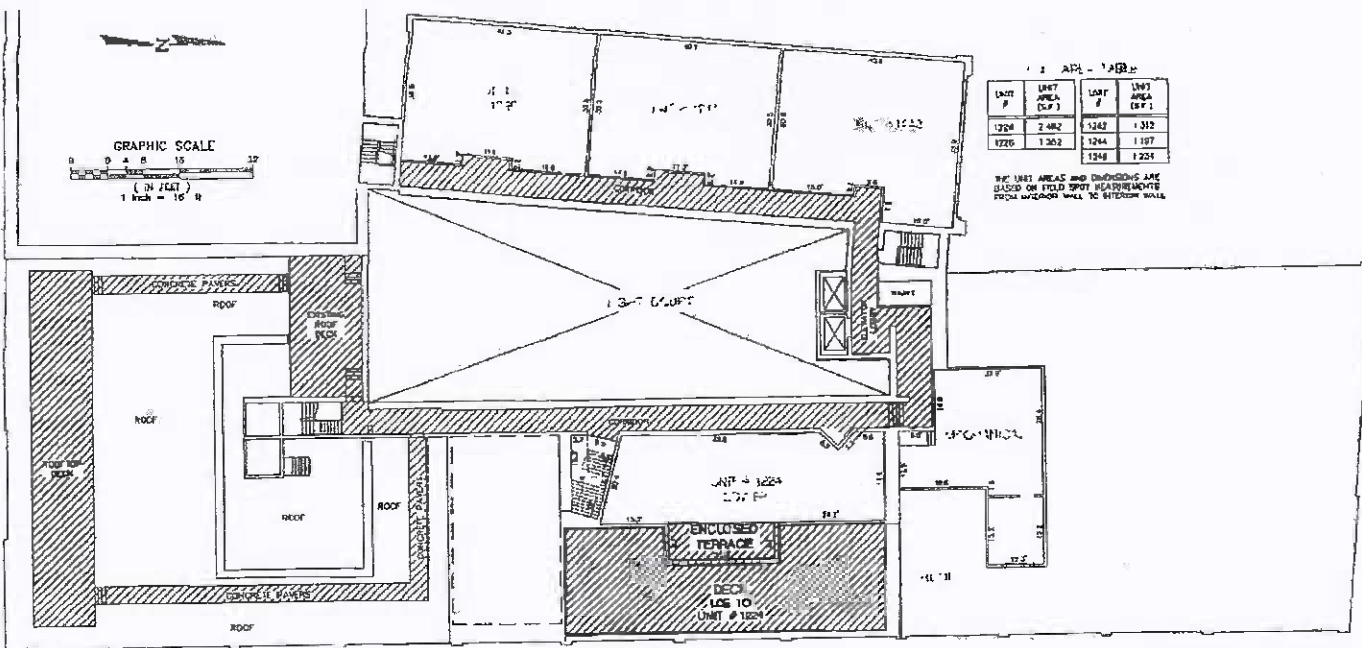
0 0.5 1 1.5 2 2.5 3 3.5 4 4.5 5 5.5 6 6.5 7 7.5 8 8.5 9 9.5 10

(IN FEET)

1 inch = 16 ft

UNIT #	UNIT AREA (sq ft)	UNIT #	UNIT AREA (sq ft)
1224	2 482	1242	1 312
1226	1 362	1244	1 197
		1246	1 224

THE UNIT AREAS AND DIMENSIONS ARE
BASED ON FIELD SPOT MEASUREMENTS
FROM OUTCROPS WALL TO OUTCROPS WALL



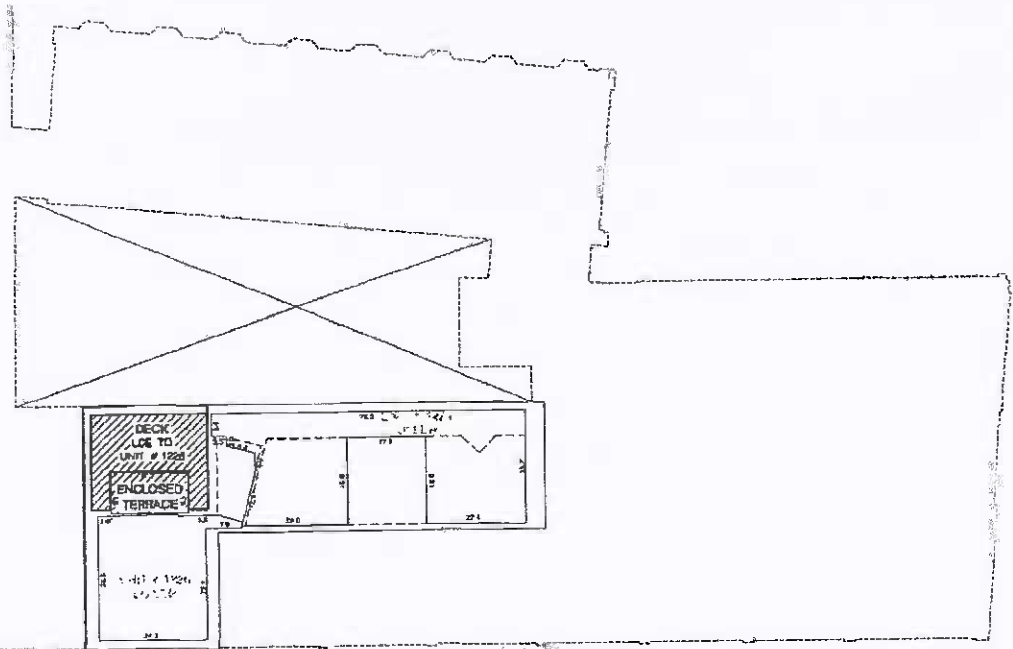
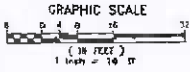
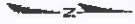
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