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Document Number

DECLARATION OF CONDOMINIUM FOR RIVERWALK PLAZA CONDOMINIUM

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Name and Return Address

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392-0956-100-3

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DECLARATION OF CONDOMINIUM
for
RIVERWALK PLAZA CONDOMINIUM

DOCUMENT NUMBER

NAME AND RETURN ADDRESS

Bruce T. Block, Esq.
Reinhart, Boerner, et al.
1000 North Water Street, Suite 2100
Milwaukee, WI 53202

PARCEL IDENTIFICATION NUMBERS:
392-0957-2, 392-0956-100-3 and 392-0974-100-1

Historic Riverwalk Plaza LLC, a Wisconsin limited liability company (the "Declarant"), does hereby declare that the real estate described below is subject to the Wisconsin Condominium Ownership Act. The said real estate and all the improvements now or subsequently placed thereon and all appurtenant rights shall be known and described as Riverwalk Plaza Condominium (the "Condominium"). The address of the Condominium shall be 141-143 and 201-203 North Water Street, Milwaukee, Wisconsin.

1. Description of Land. The land which is the subject of this Declaration and upon which the buildings and improvements are located (the "Land") is in Milwaukee County, Wisconsin, and is more particularly described on Exhibit A attached hereto. The portion of the Land identified on Exhibit C has been submitted to this Declaration subject to a limited right of removal pursuant to section 10(j) of this Declaration. A survey of the Land, showing the boundaries of the Condominium, is contained in the Riverwalk Plaza Condominium Plat (the "Condominium Plat"). A copy of the Condominium Plat is attached to this Declaration as Exhibit D.

2. Description of Buildings. Two buildings (collectively the "Buildings," or individually a "Building") containing a total of 81 units and one free-standing covered parking facility are or will be located upon the Land located as shown on the Condominium Plat filed for record in the office of the Register of Deeds for Milwaukee County, Wisconsin and incorporated herein by reference (Construction of the free-standing covered parking facility is subject to the terms of section 10(j) of this Declaration). Seventy-nine of these units shall be restricted

to residential use (the "Residential Units"); two of the units (Unit 1 and Unit 2, one on the ground floor of each Building) may be used for commercial purposes (the "Commercial Units"). The Residential Units and Commercial Units are collectively referred to as the "units" and individually as a "unit."

3. Description of Units.

(a) Units are identified by number as indicated on the Condominium Plat. Each unit and the approximate area, location, appurtenant limited common elements and immediate common areas to which it has access are shown on the survey and floor plans included in the Condominium Plat. Working drawings and general specifications for the project are on file at the office of Declarant.

(b) The boundaries of each unit shall consist of that part of a Building as follows:

(i) The vertical or perimetrical boundaries of the unit shall be the plane of the interior surfaces of the walls bounding the unit (as shown on the Condominium Plat), extended in each case to an intersection with the upper and lower boundaries. Windows and doors located within perimeter walls shall not be part of the unit.

(ii) The upper boundary of the unit shall be the plane of the interior surfaces of the ceiling joists and the lower boundary shall be the plane of the upper surface of the base concrete topping material (i.e., all floor coverings shall be included as part of the unit).

(c) All utility lines, plumbing equipment and fireplace chases located outside of a unit but serving only one unit shall be deemed to be part of the unit served and shall be repaired and maintained by and at the expense of the owner of such unit. All utility lines, plumbing equipment and fireplace chases located outside of a unit and serving more than one unit, and any utility lines, plumbing equipment or fireplace chase contained inside the boundaries of a particular unit but which service a different unit or units, are common elements and shall be repaired and maintained by and at the expense of the Riverwalk Plaza Condominium Association, Inc. (the "Association"), except as otherwise provided in this Declaration or the By-Laws of the Association. The air conditioning unit (including the air conditioning condensing unit located on the roof of a Building and the lineset running from the roof condensing unit to the unit) and the heating system serving each unit are part of the respective unit serviced by said items and shall be repaired and maintained by and at the expense of the owner of said unit.

(d) If any portion of the common or limited common elements (as hereafter defined) shall encroach upon any unit, or if any unit shall encroach upon any other unit or upon any portion of the common or limited common elements as a result of the duly authorized construction, reconstruction or repair of the Buildings, or as a result of settling or shifting of the Buildings, a valid easement for the encroachment and for its maintenance shall exist so long as the Buildings stand. The existing physical boundaries of a unit or common elements constructed or reconstructed in substantial conformity with the Condominium Plat shall be conclusively presumed to be its boundaries, regardless of the settling or shifting of a Building and regardless of minor variations between the physical boundaries described in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such unit or common element.

4. Description of Common Elements. The common elements shall consist of all of the Condominium except its units. The common elements shall be operated, repaired and maintained by and at the expense of the Association, except as otherwise provided in this Declaration or the By-Laws of the Association.

5. Description of Limited Common Elements. The following common elements are designated as limited common elements and are assigned to and limited to the use of one or more units as follows and/or as shown on the Condominium Plat (the "limited common elements"):

(a) Each balcony, deck or patio shall be appurtenant to the unit to which it is immediately adjacent. Portions of the surface of the fifth floor roof of the Building located at 201-203 North Water Street that are adjacent to Units 501 and 502 and not presently covered by a deck are reserved for the future expansion of the limited common element decks appurtenant to Units 501 and 502, as shown on the Condominium Plat. Any expansion of such decks shall be made in accordance with the By-Laws of the Association. In addition, the surface of the roof area directly above each Unit located on the top floor of each Building (i.e., the surface of the roof areas above Units 501, 502, 504, 505, 506, 60, 61, 62, 63, 64, 65, 66, 67 and 68) may be converted to a limited common element appurtenant to the unit located directly below. The owner of a top floor unit may convert the surface of the roof area above such unit to a limited common element by making improvements to the unit and to the roof area directly above providing for access from the unit to the roof. The owner may also install decking on the appurtenant roof surface. All improvements made to the unit, the Building and the roof area in connection with the conversion of a portion of the roof surface into a limited common element shall be made in strict accordance with the By-Laws of the Association. No such improvements (including installation or expansion of decks)

shall affect the structural soundness of or damage any portion of any Building, including, without limitation, any roof.

(b) The right to the exclusive use of one or more underground parking spaces located in the basement of each Building (the "Underground Parking Spaces"), shall be appurtenant to any unit whose owner elects to purchase the right to the exclusive use of such space or spaces from Declarant or from another unit owner.

(c) Subject to the terms of section 10(j) of this Declaration, the right to the exclusive use of one or more garage parking spaces located in the covered parking facility on the east side of North Water Street across from the Buildings (the "Garage Parking Spaces"), shall be appurtenant to any unit whose owner elects to purchase the right to the exclusive use of such space or spaces from Declarant or from another unit owner.

(d) The right to the exclusive use of one or more surface parking spaces located on either side of vacated Chicago Street between North Water Street and the Milwaukee River or, subject to the terms of section 10(j) of this Declaration, located adjacent to the covered parking facility on the east side of the North Water Street (the "Surface Parking Spaces"), shall be appurtenant to any unit whose owner elects to purchase the right to the exclusive use of such space or spaces from Declarant or from another unit owner.

(e) One storage locker (a "Storage Locker") located on a floor of one of the Buildings shall be appurtenant to a unit. The Declarant will assign a Storage Locker to a unit at the time of conveyance of such unit by the Declarant. The exclusive right to use a second Storage Locker may be purchased from Declarant (to the extent of availability); such exclusive right to the second Storage Locker may be subsequently reassigned to another unit owner.

(f) Boat slips extending into the Milwaukee River (the "Boat Slips") are located adjacent to the Riverwalk (as hereafter defined) and identified by number on the survey included with the Condominium Plat. The right to the exclusive use of one or more Boat Slips shall be appurtenant to any unit whose owner elects to purchase the right to the exclusive use of such Boat Slip from the Declarant or another unit owner. Each Boat Slip consists of a cubicle of air, the boundaries of which are as follows: (i) the vertical or perimetrical boundaries are as shown on the survey included with the Condominium Plat extending in each case to an intersection with the upper and lower horizontal boundaries and (ii) the lower horizontal boundary is a plane which is parallel to, and two feet above, the average elevation of the bed of the Milwaukee River and extending to an intersection with the vertical boundaries,

and the upper horizontal boundary is a plane which is parallel to, and thirty feet above, the lower horizontal boundary. Each finger pier separating two Boat Slips shall be a limited common element appurtenant to the units to which the adjacent Boat Slips are appurtenant. The boardwalk or pier structure to which the finger piers are attached shall be a limited common element appurtenant to all of the units to which Boat Slips are appurtenant.

For as long as Declarant owns at least one unit in the Condominium, all Underground Parking Spaces, Garage Parking Spaces, Surface Parking Spaces, Storage Lockers and Boat Slips that have not been specifically assigned to a unit by Declarant shall be appurtenant to all of the units owned by Declarant. At such time as Declarant conveys the last unit owned by Declarant (to a party other than a successor to Declarant), any of the foregoing limited common elements that have not been specifically assigned to a unit shall become common elements under the control of the Association and may be used, leased or assigned by the Association to other units or unit owners as the Association deems appropriate.

6. Percentage Interests, Voting and Assessments.

(a) The undivided percentage interest in the common elements (including limited common elements) appurtenant to each unit is based upon the horizontal square footage of each unit (as determined by the Declarant) as of the date of the recording of this Declaration and is set forth on Exhibit B attached hereto.

(b) There shall be one vote in the Association appurtenant to each unit.

(c) All funds for the payment of common expenses and for the creation of reserves for the payment of future common expenses shall be obtained by assessments against the owner of each unit in the manner described in the By-Laws of the Association. Subsequent to the first conveyance of a unit by the Declarant to a purchaser, Declarant's obligation for assessments for all units owned by Declarant shall be as follows:

(i) for each completed unit owned by Declarant that is or has been occupied by tenants or guests of Declarant, Declarant shall pay monthly assessments to the Association on the same basis as any other unit owner; and

(ii) for each uncompleted unit owned by Declarant and each completed unit owned by Declarant that has never been occupied, Declarant shall have the option of either paying monthly assessments to the

Association for each of such units on the same basis as any other unit owner, or paying to the Association the difference between the aggregate amount of the monthly assessments assessed against all owners of completed units (including those owned by Declarant and fully assessable under subparagraph (i), above) and the actual monthly expenses incurred by the Association.

For purposes of Declarant's obligations for assessments, a "completed" unit shall be a unit for which the City of Milwaukee has issued an occupancy permit.

7. Use. The Residential Units are intended for and shall be restricted to use for residential purposes only and such ancillary uses (such as a home office) as do not detract from the principal use of the units as residences. No activities requiring deliveries, pick-ups or customer visits are permitted in the Residential Units. The Commercial Units may be used only for those uses presently permitted under subsections 295-472(6) and (7) of the City of Milwaukee Code of Ordinances (as such uses are presently defined under the City of Milwaukee Code of Ordinances).

8. Service of Process. The resident agent for the Condominium shall be the Declarant. Service of process shall be made upon the Declarant at Firstar Community Investment Corporation, c/o Robert D. Lemke, 141 North Water Street, Milwaukee, Wisconsin 53202, as to matters provided in the Wisconsin Condominium Ownership Act until all units have been sold, conveyed and paid for or until the first meeting of the unit owners, at which time the Association may designate a successor by vote of a simple majority of a quorum present at any meeting (members or Board of Directors) of the Association.

9. Damage or Destruction. In the event the Condominium is destroyed or damaged in an amount in excess of 20% of the replacement cost of the entire Condominium, and insurance proceeds, if any, constitute less than 80% of the cost of completing repair or reconstruction, action by the Association by vote of 75% or more of all unit owners taken within 90 days after such damage or destruction shall be necessary to determine not to repair or reconstruct the Condominium as more fully described in section 3, Article V of the By-Laws. Damage or destruction to a lesser extent, and damage or destruction to a greater extent but for which insurance proceeds are equal to or greater than 80% of the cost of completing repair or reconstruction, shall be repaired and reconstructed pursuant to arrangement by the Board of Directors of the Association as provided in said section of the By-Laws.

10. Binding Covenants and Declarant's Reservation of Rights.

(a) All present and future owners of units, tenants of such owners and any other occupants of units, employees of owners, or any other persons that in any manner use or come upon the Condominium or any part thereof shall be subject to and shall comply with the provisions of this Declaration, the Articles of Incorporation of the Association (the "Articles"), and the By-Laws and rules and regulations of the Association, as such instruments may be amended from time to time. The acceptance of a deed or other conveyance, or the entering into of a lease, or the entering into occupancy of any unit shall constitute an acceptance by such owner, tenant or occupant of the provisions of such instruments, as they may be amended from time to time. The provisions contained in such instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and fully stipulated in each deed, conveyance or lease thereof. The enforcement may be by such proceedings as the Board of Directors of the Association may deem appropriate under these instruments and the provisions of the Wisconsin Condominium Ownership Act.

(b) The Declarant hereby reserves the right, for a period of ten years from the date of recording of this Declaration, to cause one or more of the units it owns to be maintained as a model unit, and to maintain a sales office in the Condominium at a location selected by Declarant, and to display such models and the common elements of the Condominium for purposes of selling units in the Condominium.

(c) Rules and regulations (in addition to the By-Laws) concerning the use of the units, the common and limited common elements may be promulgated and amended by the Board of Directors of the Association. Copies of such rules and regulations shall be furnished by the Board of Directors of the Association to each unit owner prior to their effective date.

(d) The Declarant hereby reserves for itself, until such time as all units in the Condominium have been sold or conveyed to parties other than the Declarant, and thereafter for the Association acting by and in the discretion of its Board of Directors, the right to grant and/or dedicate to the City of Milwaukee, Wisconsin, the County of Milwaukee, Wisconsin, or public or semi-public utility companies (including cable television companies), easements and rights-of-way (and any and all improvements contained therein) for the erection, construction and maintenance of all poles, wires, pipes and conduits (either above or below ground) for the transmission of electricity, gas, water, sewer, telephone, cable television and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains, and similar services, and for performing any public or quasi-public utility function that the City of Milwaukee or Milwaukee County shall require or that the Declarant and/or the Board of Directors may deem fit and

proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as possible, in underground pipes or other conduits, and shall include the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

(e) The Declarant hereby further reserves for itself a perpetual right of access over, across and through the Land and Buildings for purposes of transporting construction materials, for making underground or aboveground utility connections and/or for any other reasonable use related to the construction of units, common elements and limited common elements in the Condominium. Any exercise of this right shall not constitute a nuisance.

(f) The riverwalk located to the west of the Buildings along the Milwaukee River (the "Riverwalk") is a common element. The Association is responsible for the maintenance and repair of the Riverwalk and all costs relating to same are common expenses of the Association. The Riverwalk is or will be subject to an easement granted by the Declarant to the City of Milwaukee that grants public access across a portion of the Riverwalk for a term of 99 years.

(g) That portion of Chicago Street located between North Water Street and the Milwaukee River and immediately adjacent to each of the Buildings has been or will be vacated by the City of Milwaukee in order to create a plaza area adjacent to the Riverwalk, to provide the Surface Parking Spaces and access to the basements of the Buildings and otherwise to increase the boundaries of the Land. The City will retain easements under, through or across the vacated portion of Chicago Street for maintenance of utilities and for public access from North Water Street to the public easement across the Riverwalk.

(h) Declarant has or will grant to the City of Milwaukee a facade preservation easement for each Building which shall, among other things, preclude the Declarant and the Association from making modifications to the exterior appearance of the Buildings (after completion of renovation by the Declarant) without the City's prior consent.

(i) The boundaries of units may be relocated and units may be separated in accordance with the requirements of sections 703.13(6) and 703.13(7) of the Wisconsin Condominium Ownership Act. Further, if two or more horizontally or vertically adjacent units are under common ownership, the owner of such units may, subject to Article V, Section 14 of the By-Laws, make modifications to such units so that they function as a single dwelling unit.

Notwithstanding such physical modifications, the units shall retain their separate legal identity (including, but not limited to, voting rights in the Association).

(j) Concurrently with the development of the Condominium by Declarant, the Historic Third Ward Association, Inc. ("HTW") and Business Improvement District No. 2 ("BID-2") have commenced feasibility analysis and preliminary development plans for the construction of a parking structure capable of accommodating 300 or more vehicles (the "Parking Structure") that would service existing and future parking needs of properties in the Historic Third Ward. HTW and BID-2 believe that the ideal location for the Parking Structure would be on the north two thirds of the east side of North Water Street on the block between Chicago and Erie Streets. This location includes the portion of the Condominium identified on Exhibit C to this Declaration (the "Parking Site Property"), upon which all of the Garage Parking Spaces and some of the Surface Parking Spaces are or are intended to be located. Declarant believes that it is in the best interest of both the Historic Third Ward and the Condominium that HTW, BID-2 and/or their agents or designees develop the Parking Structure. Accordingly, Declarant has submitted the Parking Site Property to the terms of this Declaration subject to the following terms, conditions and reservations of rights:

(i) At any time during the ten year period following the date of recording of this Declaration with the Register of Deeds, Declarant shall have the right to record amendments to this Declaration and to the Condominium Plat that withdraw the Parking Site Property from the Condominium for the sole purpose of accommodating the development and construction of the Parking Structure. Declarant shall provide the Association with copies of the proposed amendments at least ten business days prior to recording same with the Register of Deeds. Such amendment shall be effective immediately upon recording. Upon such withdrawal, the Parking Site Property and all limited common elements located within the boundaries of the Parking Site Property shall be permanently eliminated from the Condominium and neither the Association nor any unit owner (or such unit owner's mortgagee) shall have any legal or equitable ownership interest in or to the Parking Site Property. All legal and equitable title to the Parking Site Property and any improvements located thereon shall revert exclusively to Declarant.

(ii) Upon withdrawal of the Parking Site Property from the Condominium, Declarant shall make the Parking Site Property available for the development of the Parking Structure and for such purpose may convey the Parking Site Property and any improvements located thereon, including the covered parking facility (which will likely be demolished), to the developer of the Parking Structure or the developer's designee.

(iii) Upon completion of construction of the Parking Structure, the owner of each unit to which a Garage Parking Space or Surface Parking Space (located on the Parking Site Property) was appurtenant shall be assigned, for no additional consideration, a covered parking space within the Parking Structure (a "Substitute Space"). The rights and benefits provided to each assignee of a Substitute Space shall be generally equivalent to the rights and benefits previously (or contemplated to be) afforded by the eliminated Garage Parking Space or Surface Parking Space (i.e., the Substitute Space shall be secure and shall be assignable to any transferee of the unit serviced by the Substitute Space). There shall be no rental or license charges for use of a Substitute Space; however, the user of a Substitute Space may be assessed a monthly or annual maintenance fee by a third party equivalent to the maintenance fees that would have been charged by the Association for a Garage Parking Space.

(iv) Declarant may exercise the rights granted in this section 10(j) at any time within the ten year period set forth in subsection 10(j)(i), above, whether or not Declarant retains ownership of any units in the Condominium at the time of exercise. During the period of time that the Parking Structure is under construction, Declarant shall be responsible for providing alternative temporary parking for all unit owners who have lost limited common element parking spaces at the Parking Site Property. Such alternative parking shall be provided at Declarant's expense.

(v) Declarant may not withdraw the Parking Site Property from the Condominium for any purpose other than for construction of the Parking Structure and only if all of the requirements of subsections (iii) and (iv), above, will be met.

(k) All terms used in this Declaration shall have the same meanings as used or defined in the Wisconsin Condominium Ownership Act unless the context of this Declaration requires or specifically provides otherwise.

11. Rights of Lenders.

(a) As to the holder of any mortgage or land contract vendor or insurer or guarantor of any mortgage (the "Lender") of a unit which has notified the Association in writing delivered or mailed by certified mail to the place for service of process stated in section 8 of this Declaration that it desires to receive notice of the following matters:

(i) The Board of Directors shall give the Lender written notice by mail of the call of any meeting of the membership or the Board

of Directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles or the By-Laws;

(ii) The Board of Directors shall give the Lender by mail a copy of the notice of default which is given to any unit owner on any failure to comply with or violation of any of the provisions of this Declaration, the Articles, the By-Laws and rules and regulations promulgated thereunder, and any amendments thereto, simultaneously with the giving of required notice to any unit owner which shall be not later than within 30 days of such failure;

(iii) The Board of Directors shall notify the Lender of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(iv) The Board of Directors shall notify the Lender of physical damage to structure, fixtures or equipment of a unit in an amount exceeding $10,000 when such damage is known to the Board of Directors and shall notify all Lenders if common elements of the Condominium are damaged in an amount exceeding $20,000. The Board shall also notify the Lender in writing of any condemnation proceedings concerning the Condominium; and

(v) The Board of Directors shall permit the Lender to examine during normal business hours books and records of the Association (including current copies of this Declaration, Association By-Laws, and all rules and regulations promulgated thereunder) and upon request shall furnish the Lender annual reports and such other financial data as it sends to unit owners.

(b) Unless two-thirds of the number of holders of first mortgages on units (based on one vote for each mortgage held) and all owners of affected units have given their prior written approval, or unless the Association obtains such higher proportion of consent as may be required by the Wisconsin Condominium Ownership Act, the Association shall not:

(i) Change the undivided percentage interest in the common elements of the Condominium appertaining to each unit (except as provided in sections 10(i) and 12 of this Declaration);

(ii) Partition or subdivide any unit of the Condominium (except that this subsection shall not apply to any separation of units or reallocation of boundaries under section 10(i) of this Declaration);

(iii) By act or omission, seek to partition, subdivide, encumber, sell or transfer the common elements, except that the granting of

easements pursuant to section 10(d) of this Declaration or for other public purposes consistent with the intended use of the common elements by the Condominium shall not be deemed a transfer within the meaning of this clause; or

(iv) Except as provided in section 9 of this Declaration, use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such condominium property.

(c) Unless all holders of first mortgages on units shall have given their prior written approval, the Association shall not by act or omission seek to abandon the condominium status of the Condominium except as provided in section 9 of this Declaration.

(d) Notwithstanding the provisions of section 13 of this Declaration, this section shall not be amended unless all Lenders have given their prior written approval.

12. Minor Variations to Units and Common Elements During Construction.

In addition to the rights reserved in section 10(j) of this Declaration, Declarant hereby reserves the right to make minor adjustments to the configuration of common elements and the size and/or floor plans of any unit during the course of construction of the common elements and the units. In the event the actual location or configuration of common elements or the size and/or floor plans of any unit, as constructed, is materially different from what is shown in the Condominium Plat, Declarant shall file an amendment to the Condominium Plat showing the actual location and/or configuration and/or dimensions and floor plans for the common elements or units.

13. Amendment of Declaration. Except as provided in sections 10(j) and 12 and where a higher percentage of approval is expressly required, this Declaration may only be amended with the written consent of at least two-thirds of the unit owners (based on one vote for each unit), provided that the mortgagee (if any) of any consenting owner must also consent to such amendment.

14. Successors and Assigns. All rights granted to or reserved by Declarant hereunder shall be similarly granted to or reserved by and for the benefit of Declarant's successors and assigns.

15. Limitations on Ownership and Use. In addition to such limitations and restrictions as may be contained in the By-Laws and the rules and

regulations of the Association, all unit owners and their respective units shall be subject to the following limitations:

(a) The time sharing of a unit or conversion of an ownership interest in a unit into intervals or segments of time is expressly prohibited.

(b) No owner of a Residential Unit may erect, post or display posters, signs or any form of advertising materials in the common elements or limited common elements or within a unit but visible outside of such unit (e.g., inside a window). The Association shall make available in a location it deems appropriate a display area in which units that are available for sale may be listed in a manner established by the Association. The owner of a Commercial Unit shall be entitled to place advertising in the windows and/or doors located in the perimeter walls of such unit; provided, however, that all such advertising shall be first approved by the Association.

(c) In order to promote the highest possible living environment, it is the intention of Declarant that the Residential Units be occupied principally by the owners of such units. Accordingly, the following limitations shall apply to the occupancy of all Residential Units after conveyance by the Declarant: (i) all unit owners must notify the Association in writing in advance of any proposed rental or leasing of their units; (ii) no more than 10% of the Residential Units may be leased or rented to non-unit owners at any point in time; (iii) all occupancy agreements must be approved in advance by the Association; (iv) any occupancy agreement not previously approved by the Association shall be voidable by the Association; and (v) except) in the event of unique circumstances or undue hardship (to be determined in the sole discretion of the Board of Directors of the Association), all occupancy agreements shall be for a term of at least one year. The foregoing restrictions shall not apply to any Residential Units owned by the Declarant.

(d) There shall be no dogs or other animals permitted in or on any portion of the Condominium at any time except as set forth herein. Unit owners may keep up to two cats and/or other small household pets in their units; however, no pet shall be permitted to create a nuisance or to disturb other unit owners. The Association reserves the right to compel any unit owner to temporarily or permanently remove any undesirable pet from a unit and/or the Condominium.

(e) Any amendments to this section 14 shall require the written consent of 90% of the unit owners and their respective mortgagees.

IN WITNESS WHEREOF, this document has been executed this 5th day of November, 1998 by Declarant.

HISTORIC RIVERWALK PLAZA LLC

BY Wisconsin Preservation Fund, Inc., Member

Bruce T. Block

Bruce T. Block, President

BY Firstar Community Investment Corporation, Member

Diane Shumaker

Diane Shumaker, Secretary

State of Wisconsin)
: SS
Milwaukee County)

This instrument was acknowledged before me on November 5, 1998 by Bruce T. Block, as President of Wisconsin Preservation Fund, Inc., a member of Historic Riverwalk Plaza LLC.

[Seal]

Deborah C. Tomczyk

(Deborah C. Tomczyk)
Notary Public, State of Wisconsin
My commission is permanent.

State of Wisconsin)
: SS
Milwaukee County)

This instrument was acknowledged before me on November 5, 1998 by Diane Shumaker, as Secretary of Firstar Community Investment Corporation, a member of Historic Riverwalk Plaza LLC.

[Seal]

Deborah C. Tomczyk
(Deborah C. Tomczyk)
Notary Public, State of Wisconsin
My commission is permanent.

This instrument was drafted by and should be returned to:

Bruce T. Block, Esq.
Reinhart, Boerner, Van Deuren,
Norris & Rieselbach, s.c.
1000 North Water Street,
Suite 2100
Milwaukee, Wisconsin 53202

EXHIBIT A

Legal Description
of
RIVERWALK PLAZA CONDOMINIUM
CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

Lots 1, 2 and the North 1/2 of Lot 3, in Block 33, in the Town of Milwaukee, on the East side of the Milwaukee River, in the Southeast 1/4 of Section 29, in Town 7 North, Range 22 East, City of Milwaukee, County of Milwaukee, State of Wisconsin. Together with that portion of vacated East Chicago Street bounded and described as follows:

All of East Chicago Street, in the Southeast 1/4 of Section 29, Town 7 North, Range 22 East, lying between a line drawn from the Southeast corner of Lot 9, in Block 32 of Plat of Milwaukee, a recorded subdivision, in said 1/4 Section to the Northeast corner of Lot 1, in Block 33 of said subdivision and the dock line of the left bank of the Milwaukee River established per Ordinance No. 754, File No. 63-3847-a, adopted on March 17, 1964.

Tax Key No. 392-0957-2

ADDRESS: 141-143 North Water Street

Lots 8 and 9, in Block 32, in the Plat of the Town of Milwaukee on the East Side of the River in Fractional Lot 2, in the Southeast 1/4 of Section 29, Town 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, including that part of vacated East Chicago Street adjoining said Lot 9 on the Southwest.

Tax Key No. 392-0956-100-3

ADDRESS: 201 North Water Street

Lots 16 and 17, in Block 35, in the Plat of the Town of Milwaukee on the East Side of the River in Fractional Lot 2, in the Southeast 1/4 of Section 29, Town 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

Tax Key No. 392-0974-100-1

ADDRESS: 128 North Water Street

MW3\56336DCT:LC 10/15/98

EXHIBIT B

Undivided Percentage Interests

Unit	Undivided Percentage Interest	Unit	Undivided Percentage Interest	Unit	Undivided Percentage Interest
1	3.92	57	1.14	504	1.16
10	1.58	58	.77	505	.95
11	1.12	60	1.32	506	1.16
12	1.10	61	1.17	Total	100.00%
13	1.68	62	1.16		
20	1.26	63	1.70		
21	1.14	64	1.45		
22	1.11	65	1.00		
23	1.70	66	1.00		
24	1.41	67	1.16		
25	.97	68	.78		
26	.97	2	2.30		
27	1.13	100	1.27		
28	.77	101	1.16		
30	1.28	102	1.16		
31	1.16	103	1.23		
32	1.14	200	1.29		
33	1.69	201	1.18		
34	1.44	202	1.18		
35	.99	203	1.24		
36	.99	204	1.14		
37	1.11	205	.94		
38	.75	206	1.12		
40	1.30	300	1.30		
41	1.16	301	1.17		
42	1.15	302	1.17		
43	1.70	303	1.23		
44	1.44	304	1.12		
45	.99	305	.93		
46	.99	306	1.13		
47	1.13	400	1.31		
48	.77	401	1.17		
50	1.30	402	1.17		
51	1.17	403	1.25		
52	1.15	404	1.15		
53	1.70	405	.94		
54	1.44	406	1.15		
55	.99	501	1.19		
56	.99	502	1.71		

EXHIBIT C

Legal Description of the Parking Site Property

Lots Sixteen (16) and Seventeen (17) in Block Thirty-five (35) in PLAT OF THE TOWN OF MILWAUKEE ON THE EAST SIDE OF THE RIVER in Fractional Lot Two (2), in the Southeast One-quarter (1/4) of Section Twenty-nine (29), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin. Containing 13,062 sq. ft or 0.299 acres more or less.

Tax Key No: 392-0974-100-1

EXHIBIT D

Copy of Condominium Plat

CONDOMINIUM PLAT

FOR

RIVERWALK PLAZA CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

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REEL 4432 IMAGE 1978

LAND
INFORMATION
SERVICES
INC.
ENGINEERS, SURVEYORS
and CONSULTANTS
1748 DR. N. MARTIN LUTHER KING JR. DR.
MILWAUKEE, WISCONSIN 53212
414-291-9488

SURVEYOR'S CERTIFICATION

I, Mark L. Wertz, being a licensed land surveyor authorized to practice land surveying in the State of Wisconsin do hereby certify this plat is a correct representation of the condominiums described and identified on RIVERWALK PLAZA CONDOMINIMUMS and its attachments. Diagrammatic floor plans for each building and is appropriate dimensions, floor area and locations of each unit with all common elements to be attached to the plat.

Mark L. Wertz

Mark L. Wertz RLS-1915

Dated this 29 day of January, 1998

MARK L. WERTZ S-1915 MILWAUKEE, WI

LAND SURVEYOR

January 29, 1998

RIVERWALK PLAZA CONDOMINUIMS
CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

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RIVERWALK PLAZA CONDOMINIUMS
CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSI

LEGAL DESCRIPTION

Lots One (1), Two (2) and the Norh One-half (1/2) of Lot Three (3), in Block Thirty-three (33) in the TOWN OF MILWAUKEE ON THE EAST SIDE OF THE MILWAUKEE RIVER, in the Southeast One-quarter (1/4) of Section Twenty-nine (29), in Township Seven (7) North, Range Twenty-two (22) East, City of Milwaukee, County of Milwaukee, State of Wisconsin; together with that portion of vacated East Chicago Street bounded and described as follows: All of East Chicago Street, in the Southeast ¼ of Section Twenty-nine (29), Township 7 North, Range 22 East, lying between a line drawn from the Southeast corner of Lot 9, in Block Thirty-two (32) of the PLAT OF MILWAUKEE, a recorded subdivision, in said ¼ Section, to the Northeast corner of Lot 1, in Block Thirty-three (33) of said subdivision and the dock line of the left bank of the Milwaukee River established per Ordinance No. 754, File No. 63-3847-a, adopted on March 17, 1964.

ADDRESS: 141--143 N. Water Street

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REEL 4432 IMAGE 1980

RIVERWALK PLAZA CONDOMINIUMS
CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

LEGAL DESCRIPTION (CONT.)

Lots Eight (8), and Nine (9) in Block Thirty-two (32) in the PLAT OF THE TOWN OF MILWAUKEE ON THE EAST SIDE OF THE RIVER in Fractional Lot Two (2), in the Southeast One-quarter (1/4) of Section Twenty-nine (29), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, including that part of vacated East Chicago Street adjoining said Lot Nine (9) on the Southwest.

ADDRESS: 201-203 North Water Street

Lots Sixteen (16) and Seventeen (17) in Block Thirty-five (35) in the PLAT OF THE TOWN OF MILWAUKEE ON THE EAST SIDE OF THE RIVER, in Fractional Lot Two (2), in the Southeast (1/4) of Section Twenty-nine (29), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

ADDRESS: 128 North Water Street

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RIVERWALK PLAZA CONDOMINIUMS
CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

EXPLANATORY NOTES
FOR
RIVERWALK PLAZA CONDOMINIUMS

1. Each balcony, deck and patio is a limited common element appurtenant to the unit to which it is immediately adjacent.

2. Garage Parking Spaces, Surface Parking Spaces, Underground Parking Spaces, Boat Slips and Storage Lockers are limited common elements assigned to units in accordance with Section 5 of the Declaration of Condominium for Riverwalk Plaza Condominium and the By-Laws of the Riverwalk Plaza Condominium Association, Inc.

3. The portion of the Condominium upon which all of the Garage Parking Spaces and some of the Surface Parking Spaces are located is subject to Declarant's right to withdraw such portion of the land from the Condominium pursuant to Section 10(j) of the Declaration.

4. Unit areas in both the 141 and 201 N. Water Street buildings increase generally as the floors get higher due to the reduced width of the exterior walls on the higher floor levels.

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RIVERWALK PLAZA CONDOMINIUMS
CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN
141 N. WATER STREET

SQUARE FOOTAGE OF UNITS
ON EACH FLOOR.

FLOOR NUMBER	GROSS SQ. FOOTAGE	UNIT#	UNIT SQ.FOOTAGE
Basement	11,369		
First	11,495		9,106
		1	3,802
		10	1,528
		11	1,089
		12	1,064
		13	1,623
Second	11,443		10,139
		20	1,222
		21	1,103
		22	1,079
		23	1,645
		24	1,370
		25	943
		26	940
		27	1,090
		28	747
Third	11,525		10,223
		30	1,237
		31	1,127
		32	1,109
		33	1,634
		34	1,391
		35	957
		36	959
		37	1,079
		38	730

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REEL 4432 IMAGE 1983

RIVERWALK PLAZA CONDOMINIUMS

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

141 N. WATER STREET

SQUARE FOOTAGE OF UNITS
ON EACH FLOOR.

FLOOR NUMBER	GROSS SQ. FOOTAGE	UNIT#	UNIT SQ.FOOTAGE
Fourth	**11,603**		**10,305**
		40	1,256
		41	1,129
		42	1,111
		43	1,647
		44	1,399
		45	959
		46	961
		47	1,098
		48	745
Fifth	**11,612**		**10,316**
		50	1,258
		51	1,131
		52	1,113
		53	1,647
		54	1,397
		55	961
		56	963
		57	1,101
		58	745
Sixth	**11,682**		**10,393**
		60	1,279
		61	1,137
		62	1,119
		63	1,648
		64	1,402
		65	965
		66	966
		67	1,121
		68	756
TOTALS	**80,694**		**60,481**

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REEL 4432 IMAC 1984

RIVERWALK PLAZA CONDOMINIUMS

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

201 N. WATER STREET

SQUARE FOOTAGE OF UNITS ON EACH FLOOR.

FLOOR NUMBER	GROSS SQ. FOOTAGE	UNIT#	UNIT SQ.FOOTAGE
Basement	8,879		
First	8,889		6,900
		2	2,224
		100	1,228
		101	1,128
		102	1,128
		103	1,192
Second	8,912		7,840
		200	1,249
		201	1,143
		202	1,143
		203	1,205
		204	1,104
		205	907
		206	1,089
Third	8,876		7,801
		300	1,260
		301	1,133
		302	1,133
		303	1,190
		304	1,089
		305	902
		306	1,094

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REEL 4432 IMAG 1985

RIVERWALK PLAZA CONDOMINIUMS

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

201 N. WATER STREET

SQUARE FOOTAGE OF UNITS
ON EACH FLOOR.

FLOOR NUMBER	GROSS SQ. FOOTAGE	UNIT#	UNIT SQ.FOOTAGE
Fourth	8,961		7,887
		400	1,273
		401	1,131
		402	1,131
		403	1,214
		404	1,117
		405	911
		406	1,110
Fifth	7,005		5,967
		501	1,148
		502	1,653
		504	1,129
		505	916
		506	1,121
TOTALS	51,522		36,395

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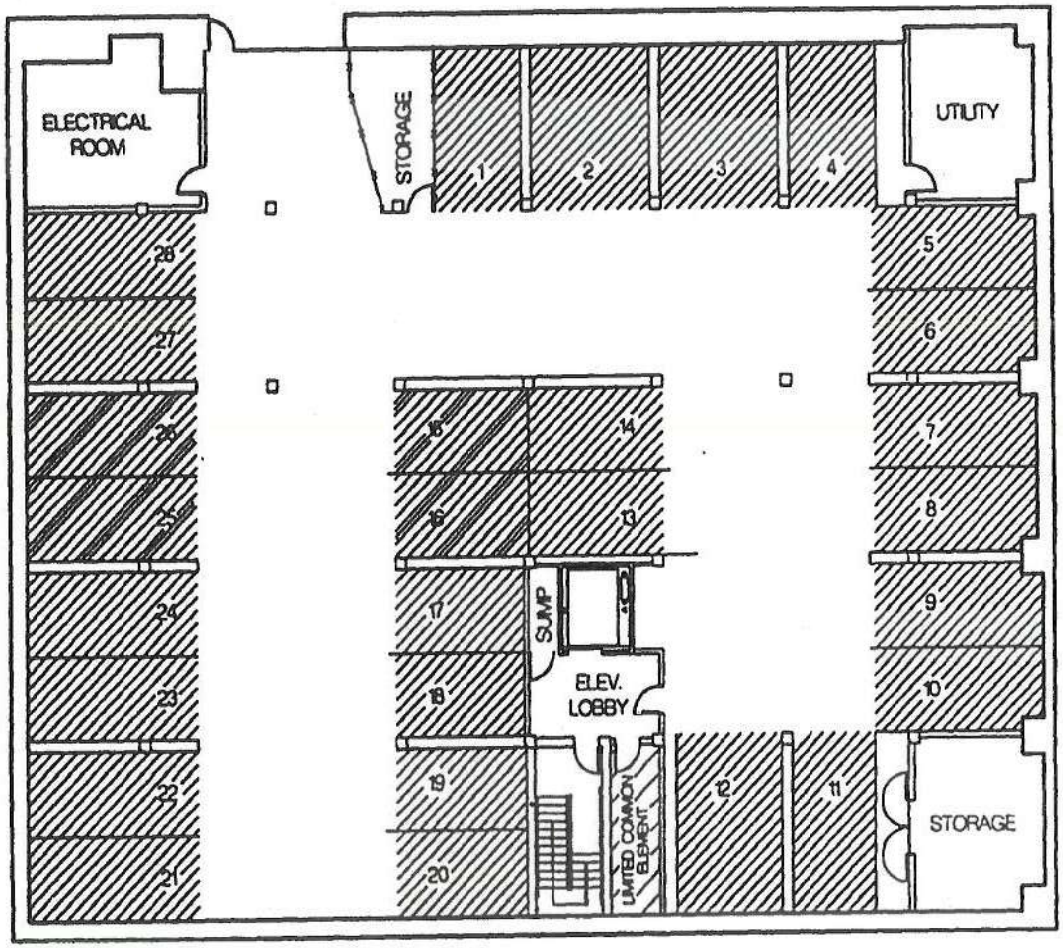
REEL 4432 IMAC 1986

RIVERWALK PLAZA CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

141 N. WATER STREET

= UNDERGROUND PARKING SPACES LIMITED COMMON ELEMENTS



BASEMENT FLOOR PLAN

SCALE: 1" = 20.00'

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REEL 4432 IMAGE 1987

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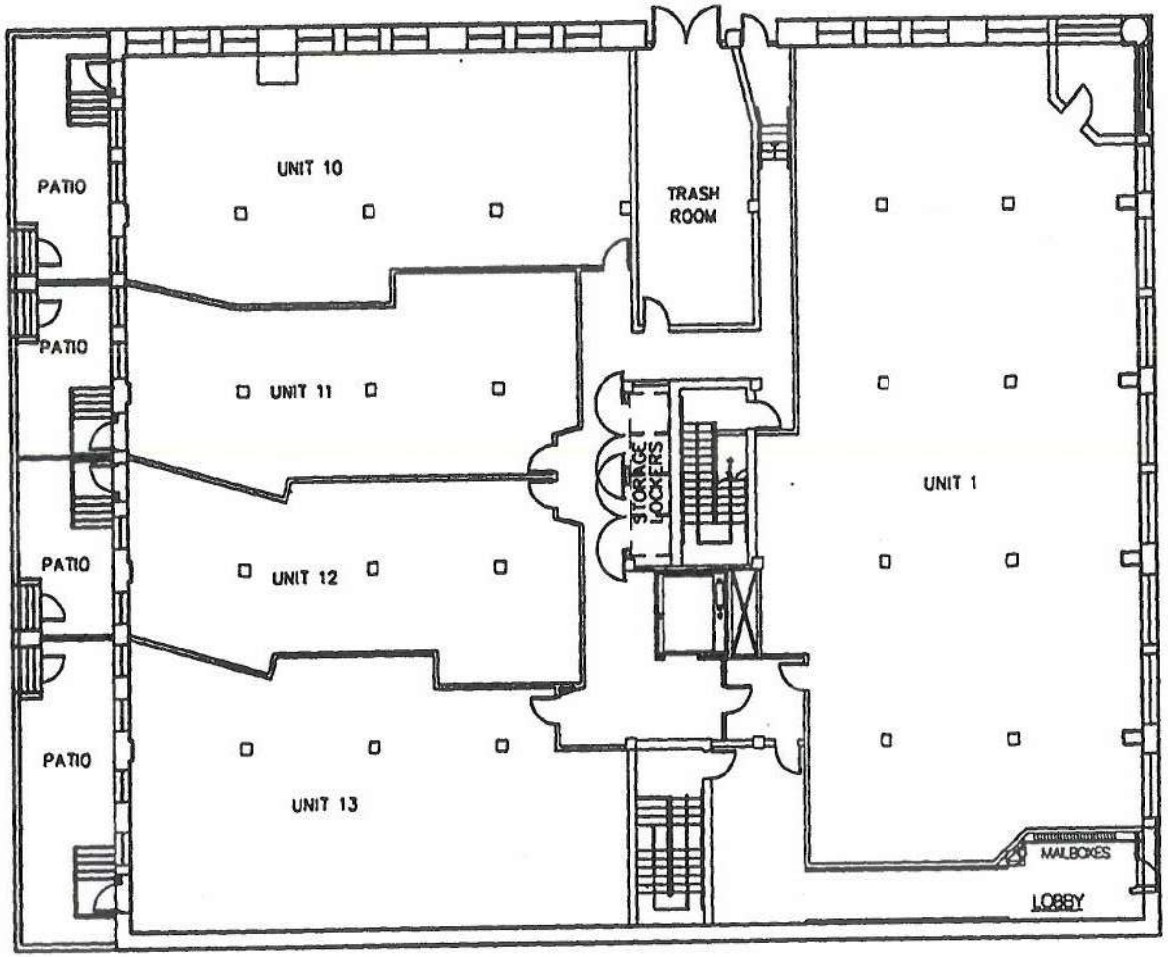
RIVERWALK PLAZA CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

141 N. WATER STREET



FIRST FLOOR PLAN

SCALE: 1" = 20.00'

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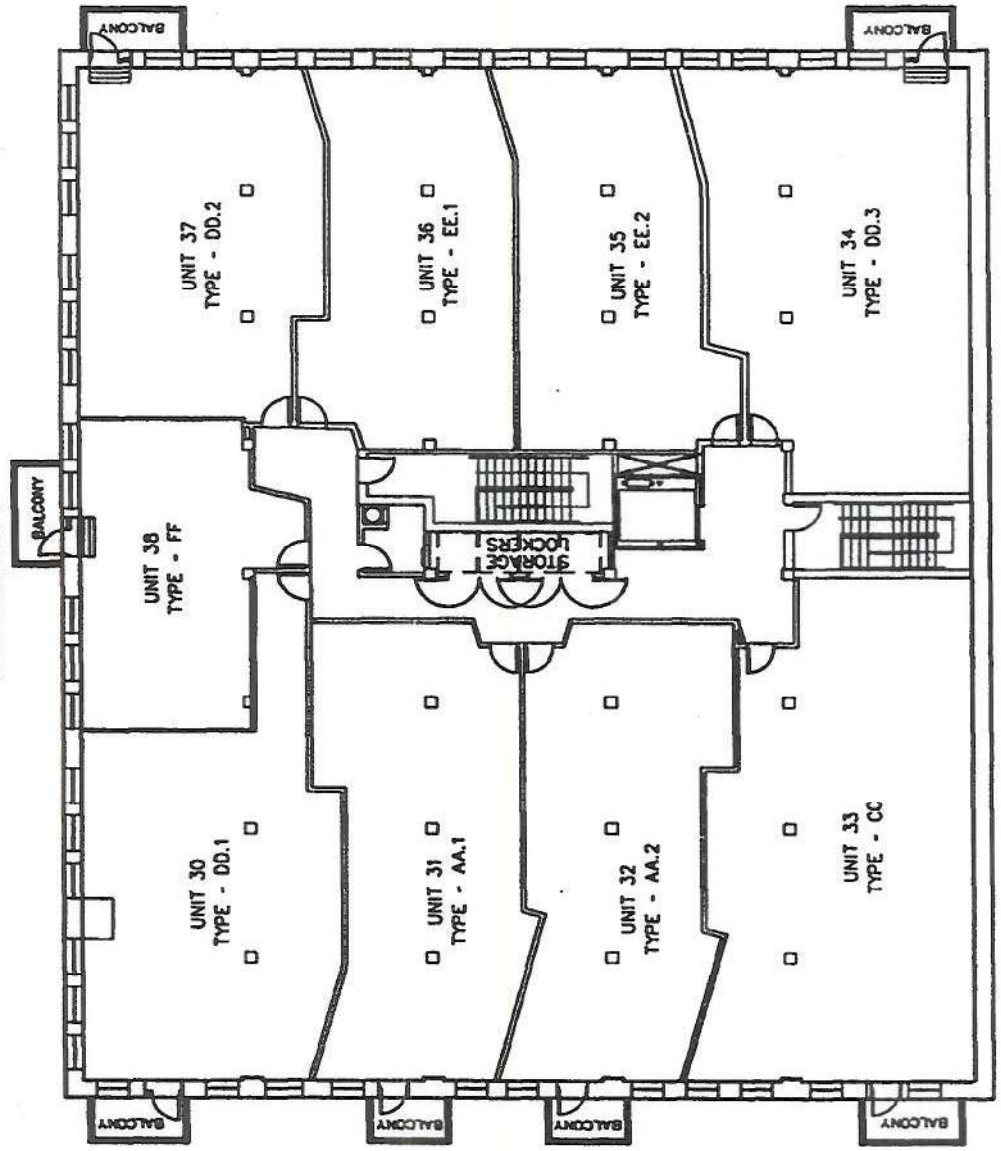
RIVERWALK PLAZA CONDOMINIUM
CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

141 N. WATER STREET

SECOND FLOOR PLAN

SCALE: 1" = 20.00'

RIVERWALK PLAZA CONDOMINIUM
CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN
141 N. WATER STREET



THIRD FLOOR PLAN

SCALE: 1" = 20.00'

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