

Document Number	Document Title	
	DECLARATION OF CONDOMINIUM	<p>DOC. # 8556391</p> <p>REGISTER'S OFFICE SS Milwaukee County, WI</p> <p>RECORDED AT 9:58 AM 06-18-2003</p> <p>JOHN LA FAVE REGISTER OF DEEDS</p> <p>AMOUNT 149.00</p>
		<p>REEL 5606</p>
		<p>IMAGE 2207</p>
		<p><u>Recording Area</u> <u>NAME AND RETURN ADDRESS</u></p> <p>J. Miles Goodwin O'Neil, Cannon & Hollman, S.C. 111 East Wisconsin Avenue, Suite 1400 Milwaukee, WI 53202</p>

Tax Key No. 361-0900-112-5

**CONDOMINIUM DECLARATION OF
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS**

FOR

WAREHOUSE LOFTS CONDOMINIUM

This Declaration is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes, as now existing and as it may be amended or renumbered from time to time. (hereinafter the "Act") this 13th day of June, 2003 by SECOND PROPERTY, LLC, a Wisconsin limited liability company (hereinafter the "Declarant"). This Declaration is also executed by THIRD PROPERTY, LLC, a Wisconsin limited liability (hereinafter "Third Property") for purposes of acknowledging that Third Property no longer intends the Property being submitted to the condominium form of ownership in accordance with this Declaration to be Expansion Real Estate as further addressed in Section 25 below.

WHEREAS, the Declarant is the owner in fee simple of certain improved real estate located in the City and County of Milwaukee, State of Wisconsin, as more particularly described herein; and

WHEREAS, the Declarant desires and intends by this Declaration to submit and subject said real estate together with any building, structures, improvements and other permanent fixtures of whatsoever kind thereon, now existing or hereafter constructed, and all rights and privileges belonging or in anyway pertaining thereto to the provisions of the Act; and

WHEREAS, the Declarant desires to establish certain rights and easements in, over and upon said real estate for the benefit of itself and the benefit of all future owners or occupants of the said real estate or any part thereof (which shall be known as the Warehouse Lofts Condominium), and any unit(s) thereof or therein contained, and to provide for the harmonious,

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beneficial and proper use and conduct of the property and all unit(s), together with mutually beneficial restrictions and obligations with respect to the use and maintenance thereof; and

WHEREAS, the Declarant desires and intends that owners, mortgagees, occupants and other persons hereinafter acquiring any interest in said real estate shall at all times enjoy the benefits of and hold their interests subject to the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote, enhance and protect the common amenities and to facilitate the proper administration of said real estate.

WHEREAS, the Declarant contemplates that Units 600 and 620 established hereunder may be expanded to include second floors which would be located on portions of the present roof top of the Building, which would result in additional Unit space being added to the Condominium established hereunder, but the Declarant is not under any obligation to add any part or all of the contemplated second floor Units to the Condominium established hereunder, and the Declarant makes no warranty or representation that any part or all of the expansion rights reserved herein shall be exercised.

NOW, THEREFORE, the Declarant, as the holder of title of said real estate hereinafter described, and for the purpose hereinabove set forth, declares and states as follows:

1. STATEMENT OF DECLARATION.

The purpose of this Declaration is to submit the lands hereinafter described and the improvements constructed thereon to the condominium form of ownership in the manner provided by the Act and this Declaration. The Warehouse Lofts Condominium is a mixed use condominium consisting of residential and commercial units, as more particularly described herein. The Declarant hereby declares that it is the sole owner of the real property, described in Exhibit "A" attached hereto and incorporated herein by reference, together with all buildings and

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improvements thereon (hereinafter the "Property") which is hereby submitted to the condominium form of ownership as provided in the Act and this Declaration. The Property shall be held, sold, conveyed, encumbered, mortgaged, leased, occupied, used, improved and in any and all other respects affected subject to the provisions, conditions, covenants, restrictions and easements of this Declaration and the Act. All provisions hereof shall be deemed to run with the land and inure to the benefit of and shall be binding upon the Declarant, its successors and assigns and all parties hereafter having an interest of any kind in the Property and their heirs, personal representatives, successors and assigns.

2. DEFINITIONS.

The terms used herein shall have the same meanings as set forth in the Act and as follows, unless the context otherwise requires:

(a) "Association" means WAREHOUSE LOFTS CONDOMINIUM OWNERS ASSOCIATION, INC., a non-stock, non-profit corporation organized and existing pursuant to Chapter 181 of the Wisconsin Statutes, its successors and assigns, which is the means through which the condominium unit owners, acting as a group, shall administer, manage, operate and control the Property. The use of the term "Association" herein does not necessarily mean that the entire Association is entitled to vote on a particular matter since the Association acts through its Board.

(b) "Board" or "Board of Directors" mean the governing body of the Association, elected in accordance with the Bylaws.

(c) "Building" means the freestanding structure located on the Property.

(d) "Bylaws" mean the Bylaws of the Association.

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(e) "Commercial Units" means those Units used solely for non-residential purposes, which are located on the first floor of the Building and Roof Unit 700, as depicted on the Plat and as herein defined.

(f) "Commercial Unit Owners" means the owners of the Commercial Units.

(g) "Common Elements" means all of the Condominium except its Units and its Parking Units and Storage Units (until designated Limited Common Elements). Common Elements are available for the nonexclusive use and enjoyment of all Unit Owners. Other Common Elements are referred to as "Limited Common Elements". Some Common Elements are referred to as "Restricted Common Elements" because access thereto and use thereof is regulated and controlled by the Association.

(h) "Common Expenses" mean any and all expenses incurred by the Association in connection with the management of the Condominium, maintenance, repair and replacement of the Common Elements and administration of the Association, including expenses for maintenance, repair, replacement, landscaping, lawn care, snow removal, improvements to the Common Elements, security lighting, municipal utility services for the Common Elements, maintenance and management wages and fees of outside consultants or management personnel.

(i) "Common Expenses and Common Surpluses" mean the expenses and surpluses of the Association.

(j) "Condominium" means the Property together with the Units, Parking Units, Storage Units and Common Elements as they are currently constructed or as they may hereafter be constructed on the Property.

(k) "Condominium Documents" mean this Declaration, the Articles of Incorporation and Bylaws of the Association, and such Rules as may be adopted by the Board pursuant to this Declaration or the Bylaws.

(l) "The Declarant" means Second Property, LLC, a Wisconsin limited liability company with offices in Milwaukee, Wisconsin and the successors and assigns of the Declarant pursuant to assignment in accordance with Section 34 of this Declaration.

(m) "Declaration" shall mean this Declaration of Condominium of Warehouse Lofts Condominium as the same may be amended from time to time.

(n) "Director" shall mean a member of the Board.

(o) "Expansion Space" shall mean cubicles of air located in certain space on the roof top level of the Building, as described on Exhibit "B", which are herein reserved for possible construction and annexation to the Condominium pursuant to Section 24 of this Declaration and the adjoining public alleyways on the east and north property lines of the Property, as more fully described in paragraph 22.4 herein.

(p) "Interest" means the proportionate undivided interest in the Common Elements appurtenant to each particular Unit in the Condominium.

(q) "Limited Common Elements" mean those Common Elements identified in this Declaration or the Plat as reserved for the exclusive use of one or more but less than all of the Unit Owners, which are appurtenant to such Unit(s) including, without limitation, outdoor decks and balconies. Parking Units and Storage Units will become Limited Common Elements after being designated and conveyed by the Declarant.

(r) "Majority" or "Majority of Unit Owners" mean the Unit Owners with more than fifty percent (50%) of the votes assigned to the Units in this Declaration.

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(s) "Mortgagee" means the holder of any recorded mortgage encumbering one or more Units or a land contract vendor.

(t) "Occupant" shall mean the Owner or any other person or entity having possession of or residing in a Unit.

(u) "Parking Unit" shall mean a separate freehold estate, which is a part of the Condominium intended for the parking of vehicles, including one or more cubicles of air located inside or outside the Building. An interior Parking Unit shall have the following outer boundaries: the horizontal boundaries being the upper surface of the pavement of such Parking Unit and the lower surface of the ceiling or structural components affixed to the ceiling above the Parking Unit and the vertical boundaries being the planes perpendicular to the horizontal boundaries, extended in each case to an intersection with the Unit's horizontal boundaries, as shown on the Plat. An exterior (surface) Parking Unit shall have the following outer boundaries: the horizontal boundary being the upper surface of the pavement of such Parking Unit and the vertical boundaries being the planes perpendicular to the horizontal boundary, extended in each case to an intersection with the Parking Unit's horizontal boundary, as shown on the Plat. The upper horizontal boundary of an exterior Parking Unit will be a plane located fifteen (15) feet above the upper surface of the pavement of such Parking Unit. An Owner of a Parking Unit shall not own any Interest in the Common Elements of the Condominium except a right of access by vehicle or foot to and from the Parking Unit in the Condominium. The Parking Units shall not share in the Common Expenses and Common Surpluses of the Condominium. Upon the purchase of a Parking Unit by a Unit Owner, the Parking Unit shall thereupon become a Limited Common Element, appurtenant to the Unit to which it is conveyed.

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(v) "Plat" shall mean that certain plat of condominium comprised of a plat of survey of the Property, Building floor plans, Unit designations and Parking and Storage Unit designations, as recorded in the Register of Deeds Office of Milwaukee County and as the same may be amended from time to time.

(w) "Property" shall mean the real estate, together with all buildings and improvements located thereon which is described in Exhibit "A", which is hereby being submitted to the condominium form of ownership.

(x) "Residential Units" means those Units used solely for residential purposes.

(y) "Residential Unit Owners" mean the owners of the Residential Units.

(z) "Restricted Common Elements" mean those Common Elements identified in this Declaration or the Plat which contain electrical and mechanical components of the Building, areas designated for storage of maintenance and janitorial equipment and supplies, and areas designated for providing security for the Condominium. Restricted Common Elements will be kept locked and secured with use and access thereto being regulated and controlled by the Association.

(aa) "Rules" shall mean rules and regulations established by the Association as provided in the Bylaws of the Association.

(bb) "Storage Unit" shall mean a separate freehold estate, which is a part of the Condominium intended for the storage of a Unit Owner's personal property, including one or more cubicles of air located inside the Building. A Storage Unit shall have the following outer boundaries: the horizontal boundaries being the upper surface of the floor of such Storage Unit and the lower surface of the ceiling or structural components affixed to the ceiling above the Storage Unit, extended in each case to an intersection with the Storage Unit's vertical

boundaries, as shown on the Plat and the vertical boundaries being the center lines of the Storage Unit's perimeter walls, extended in each case to an intersection with the Storage Unit's horizontal boundaries, as shown on the Plat. An Owner of a Storage Unit shall not own any Interest in the Common Elements of the Condominium except a right of access to and from the Storage Unit in the Condominium. The Storage Units shall not share in the Common Expenses and Common Surpluses of the Condominium. Upon the purchase of a Storage Unit by a Unit Owner, the Storage Unit shall thereupon become a Limited Common Element, appurtenant to the Unit to which it is conveyed.

(cc) "Unit" shall mean a separate freehold estate, which is a part of the Condominium intended for any type of individual, private or independent use, including one or more cubicles of air at one or more levels of space or one or more rooms or enclosed spaces located on one or more floors (or parts thereof) in the Building. A Unit shall have outer boundaries as follows:

(1) The vertical boundaries of a Unit are the center lines of the Unit's perimeter walls and any enclosed mechanical, utility or fireplace chases or the like, extended in each case to an intersection with the Unit's horizontal boundaries.

(2) The horizontal boundaries of a Unit are the planes of the under surfaces of the plywood sub flooring and planes of the under surfaces of the finished wood ceilings of each Unit, extended in each case to an intersection with the Unit's vertical boundaries.

(3) All non-structural wall, ceiling and flooring materials installed within the vertical and horizontal boundaries of a Unit (including, but not limited to, drywall,

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paint, plaster, wall paper, sub flooring or underlayment, wood flooring, tile, and carpeting) shall be considered part of the Unit.

(4) The entrance door(s) of a Unit and any balcony/deck doors (other than the outer surface), all interior window and door trim (casing, moldings, etc.) and the interior frame surfaces on the windows and all doors of a Unit, and all hardware (handles, locks, hinges, etc.), screens or screening and glass for or in such windows and doors, shall be considered part of the Unit.

(5) All equipment, systems, fixtures, mechanicals, fireplace chases and installations, and all components thereof (pipes, wires, ducts, outlets, etc.) for providing air conditioning, electricity, gas, hot and cold water, telephone, television, cable or satellite broadcast services, internet service, heat or other utility services exclusively for one Unit shall be considered part of that Unit even though portions thereof may be located outside the boundaries of the Unit and shall be repaired and maintained by and at the expense of the Unit Owner. All heating, ventilation, air conditioning, utility lines, plumbing equipment, mechanicals, fireplace chases, telephone, television, cable or satellite broadcast services, internet service and the like located outside of a Unit and serving more than one Unit or the Common Elements and any utility lines, plumbing equipment, mechanicals, fireplace chases and the like contained inside the boundaries of a particular Unit but which service more than one Unit or the Common Elements are Common Elements and shall be repaired and maintained by and at the expense of the Association, except as otherwise provided in this Declaration or the Bylaws of the Association. Said outer boundaries are shown on the Plat and the building and floor plans attached hereto marked Exhibit "B" and are incorporated herein by reference. A Unit shall include all fixtures and improvements including, but not limited to, pipes, ducts, electric wiring

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and conduits, plumbing, heating, ventilation and air-conditioning units and water heaters contained therein, which service only that Unit. The term "Unit" includes Residential Units and Commercial Units.

(dd) "Unit Owner" means a person, combination of persons, a partnership (either general or limited), a corporation, a limited liability company, a trustee or any other legal entity, whether foreign or domestic, who holds legal title to a Unit which is part of the Property or who has equitable ownership of a Unit as a land contract vendee, but the definition excludes those having an interest or lien in a Unit as security for the performance of an obligation. The Declarant is a Unit Owner with respect to each Unit to which it holds title. At times herein, the term "Owner" may be used interchangeably with the term "Unit Owner" and shall carry the same meaning. The term "Unit Owner" shall include the Residential Unit Owners and the Commercial Unit Owners.

3. NAME AND ADDRESS OF CONDOMINIUM.

The Property and all buildings and improvements now and/or hereafter located thereon shall be known as the WAREHOUSE LOFTS CONDOMINIUM. The address of the WAREHOUSE LOFTS CONDOMINIUM is 413 North Second Street, Suite 100, City and County of Milwaukee, Wisconsin 53203.

4. DESCRIPTION AND LOCATION OF BUILDING AND UNITS.

The Condominium consists of one (1) six (6) floor Building with an underground floor for parking and a roof top Unit or Units located on the Property. The Building contains a total of fifty (50) Units. There are six (6) Commercial Units located on the first floor of the Building and one (1) Commercial Unit located on the roof of the Building (herein "Roof Unit 700"), all as more specifically set forth on the Plat. There are nine (9) Residential Units on each of the

second, third and fourth floors of the Building. There are eight (8) Residential Units on the fifth floor and eight (8) Residential Units on the sixth floor. Residential Units 600 and 620, if the Condominium is expanded, would each contain two floors, one of which is located on the sixth floor of the Building and the second floor would be located at roof level with Roof Unit 700, all as more specifically set forth on the Plat. Portions of the roof area surrounding Roof Unit 700 and the expanded roof area on top of Residential Units 600 and 620, if expanded, would be designated Limited Common Elements appurtenant to Roof Unit 700, which areas, in addition to the air space above such areas, are reserved for the exclusive use and enjoyment by the Owner of Roof Unit 700. As presently configured, each Unit is located on one (1) floor in the Building. There are thirty-one (31) indoor Parking Units in the underground portions of the Building and forty-three (43) outdoor surface Parking Units. There are thirty-six (36) Storage Units which Unit Owners may purchase, as hereinafter provided. The Building, Units, Parking Units, Storage Units, Common Elements, Restricted Common Elements, Limited Common Elements and Plat are more fully described in Exhibit "B" depicting the layout, location, unit numbers and dimensions thereof.

5. IDENTIFICATION AND MODIFICATION OF UNITS.

5.1 Identification. The Units are designated and identified in a sequential numerical order, and the respective Unit designations, post office addresses and Interests appurtenant thereto are set forth on Exhibit "C", attached hereto and incorporated herein by reference.

5.2 Modification. Except as otherwise restricted herein, a Unit Owner may make any improvements or alterations within the Unit owned by the Unit Owner that do not impair the structural integrity or lessen the support of any portion of the Condominium. A Unit

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Owner, other than the Unit Owner of Roof Unit 700, may not change the exterior appearance of a Unit or of any other portion of the Condominium without the prior written approval of the Association, which approval may be withheld or given upon such terms and conditions as the Association, in its sole discretion, deems appropriate. In connection with the rights granted in Section 9.5 herein, the Unit Owner of Roof Unit 700, may change the exterior appearance of any portion of the Limited Common Element appurtenant to his Unit without the prior written approval of the Association. If any Unit Owners of adjoining Units whose mutual boundaries may be relocated desire to relocate said boundaries, those boundaries may be relocated in accordance with the pertinent provisions, i.e., Section 703.13 (6), of the Act, subject to the prior written approval of the Association which approval may be withheld or given upon such terms and conditions as the Association, in its sole discretion, deems appropriate. If a Unit Owner owns two (2) or more adjoining or adjacent Units (side-by-side or above-below), such Unit Owner may make such structural changes to the Common Elements between such Units to provide access between such Units for common living purposes, including the elimination of any hallways between such Units if such hallways do not serve any other Units subject to the prior written approval of the Association which approval may be withheld or given upon such terms and conditions as the Association, in its sole discretion, deems appropriate. If any Unit Owners of Units whose mutual boundaries have been modified or relocated or combined in any fashion as permitted herein thereafter desire to relocate said boundaries, those boundaries may be relocated and the Units may be separated in accordance with the pertinent provisions, i.e., Section 703.13 (7), of the Act, subject to the prior written approval of the Association which approval may be withheld or given upon such terms and conditions as the Association, in its sole discretion, deems appropriate. No Unit may be separated pursuant to the terms hereof or Section

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703.13 (7), of the Act unless it has previously been modified as permitted herein. Any such structural change by a Unit Owner, other than the Unit Owner of Roof Unit 700, shall, in all instances, be subject to the prior written approval of the Association, which approval may be withheld or given upon such terms and conditions as the Association, in its sole discretion, deems appropriate. Any such work shall be subject to Section 13 of this Declaration and, notwithstanding any such work, the Units involved shall remain separate Units in the Condominium and under this Declaration.

6. COMMON ELEMENTS.

The Common Elements shall consist of all of the Condominium and all improvements and appurtenances thereon, except the Units and the fixtures and equipment, wherever located, serving only one of the Units, as the same are defined hereunder, and shall include, without limitation, the land on which the Building is located, all common utility services and lines, all common water and sewer laterals and systems, outside walls and roof, elevators, common stair ways, entrances, halls, loading docks, trash collection areas, walks, driveways, landscaping and all other facilities which will be available for the common use of the Unit Owners, Occupants, lessees and their respective families and guests. Certain Common Elements are labeled as "Restricted Common Elements" on the Plat. The Restricted Common Elements are available for the nonexclusive use and enjoyment of all Unit Owners, however, access to and use of these areas is regulated and controlled by the Association. The Restricted Common Elements consist of such areas as utility rooms for electrical and mechanical equipment and the like, storage spaces for maintenance and janitorial equipment and supplies used by the Association and areas for providing security services for the Building. Any Unit Owner who has a need to enter Restricted Common Elements must contact the Association for supervised entry. The

Association shall have the right to keep the access to and use of Restricted Common Elements limited for the safety of all Unit Owners.

7. LIMITED COMMON ELEMENTS.

7.1 Description. A portion of the Common Elements are designated as "Limited Common Elements", as shown on Exhibit "B". Such Limited Common Elements shall be reserved for the exclusive use of the Owner or Occupant of the Unit or Units to which they are appurtenant. The Limited Common Elements shall include such Storage Units and Parking Units which have been conveyed to Unit Owners and are then appurtenant to such Units, any decks and balconies appurtenant to each Unit, roof areas appurtenant to Roof Unit 700 and to Residential Units 600 and 620 and such other Common Elements as are designated Limited Common Elements on Exhibit "B".

7.2 Use. The manner of use of the Limited Common Elements shall be governed by this Declaration, the Bylaws of the Association and such Rules as may be established thereunder. No Unit Owner, other than the Unit Owner of Roof Unit 700, shall alter, modify, remove, repair, maintain, decorate, landscape or adorn any Limited Common Element, or permit such, in any manner contrary to this Declaration, the Bylaws and Rules. Covered propane and natural gas cooking grills are the only types of combustible items permitted on decks and balconies. Moreover, balconies and decks may not be used for storage purposes. Laundry, clothing, towels, blankets, carpets and the like may not be hung anywhere on the balconies or decks or on railings attached thereto at any time. For safety reasons, the number of people on a balcony at any one time may not exceed twenty (20) and the maximum amount of weight on a balcony at any one time may not exceed four thousand (4,000) pounds.

8. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

Each Unit Owner shall own an undivided Interest in the Common Elements and Limited Common Elements as a tenant in common with all other Unit Owners and, except as otherwise limited in this Declaration, shall have the nonexclusive right to use and occupy the Common Elements for all purposes incident to the use and occupancy of a Unit and in accordance with the provisions of Sections 6 and 7 herein, which rights shall be appurtenant to and run with the Units. The percentage of such undivided Interest in the Common Elements and Limited Common Elements appertaining to each Unit and its Owner for all purposes, including proportionate payment of Common Expenses and rights to Common Surpluses, shall be as provided in Exhibit "C".

9. PURPOSE OF PROPERTY.

9.1 General. The Building, its Units, Parking Units, Storage Units, Common Elements and Limited Common Elements are intended for and restricted exclusively to (i) commercial use on the first floor and Roof Unit 700, (ii) residential use on floors two through six (including the roof top second floors of Residential Units 600 and 620 if constructed), and (iii) parking and recreational facilities for Unit Owners, Occupants and their respective families, lessees and/or guests as governed by the terms and conditions contained herein, the Bylaws and the Rules as may be established thereunder. Any amendments to this Section 9 relating to an Owner's use of his Unit in the Building shall require the written consent of eighty-five percent (85%) of the Unit Owners and their respective Mortgagees. The Association may permit (in the form of a revocable, nonassignable license) the Unit Owners of the Soap Works Condominium, which is adjacent to the Condominium, access to and use of the fitness center and party room located in the Common Elements of the Condominium, with or without charge.

9.2 Residential Units. No Residential Unit may be leased for a term of less than one (1) year, except by the Declarant, unless otherwise approved by the Board, which approval may be withheld or given upon such terms and conditions as the Association, in its sole discretion, deems appropriate. All lease and occupancy agreements pertaining to Residential Units, other than Declarant's leases and occupancy agreements, must be approved in advance by the Association. Any such agreement pertaining to a Residential Unit not previously approved by the Association shall be voidable by the Association. In the event of a lease or occupancy agreement affecting a Residential Unit (other than Declarant's), the Association shall have the right to deal with the Unit Owner, or at its option, directly with the Occupant with respect to any issues that may arise relating to the Residential Unit or any default or violation hereunder or under the Bylaws or Rules. No Residential Unit may be owned or occupied by more than three (3) individuals who are unrelated by blood, marriage or adoption. The time-sharing of a Residential Unit or conversion of an ownership interest in a Residential Unit into intervals or segments of time is expressly prohibited. No trade or business shall be carried on anywhere in Residential Units, except for (i) the use of a Residential Unit for personal or home/office business conducted by mail and telecommunications which does not unreasonably burden the use of the Common Elements by excessive deliveries, pick-ups or visits by business service providers or customers, subject to any Rules related thereto, or (ii) the sale or lease of Residential Units, subject to the other provisions hereof and any Rules related thereto, or (iii) the establishment of offices or model Residential Units by the Declarant or its agents for sales of Residential Units or by the Association for conducting its affairs in a manner which would not detract from the principal use of the Residential Units as residences. Any business use of a

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Residential Unit shall be conducted only as provided herein and as may be permitted under the City of Milwaukee Code of Ordinances.

9.3 Pets. Ownership of pets in all Units of the Condominium is limited to not more than (i) two (2) cats or (ii) one (1) dog of any size and weight or (iii) one (1) dog and one (1) cat or (iv) one (1) bird, which will not have a loud call audible outside a Unit and, at maturity, will not exceed fourteen (14) inches in length from beak to tail tip. No exotic animals and no reptiles shall be allowed in the Condominium, and pet ownership shall, in all events, be subject to this Declaration, the Bylaws and the Rules established by the Association. No pet may be kept in a Unit or the Condominium for commercial or breeding purposes. The provisions contained herein, in the Bylaws and any Rules relating to pets shall not, however, prohibit the keeping of a service dog or other animal which is used for the aid of a handicapped person. The Association shall have the right to compel any Unit Owner or Occupant to permanently remove any undesirable pet from a Unit and/or the Condominium, as may be provided in the Bylaws and Rules.

9.4 Commercial Units. The Commercial Units on the first floor may be used only for commercial and office purposes (excluding retail). Prohibited uses for Commercial Units on the first floor are contained on Exhibit "F" attached hereto and incorporated herein by reference. The Commercial Units on the first floor may be leased for any lease term and may be subdivided into multiple commercial spaces. In the event of a lease or occupancy agreement affecting a Commercial Unit (other than Declarant's), the Association shall have the right to deal with the Unit Owner, or at its option, directly with the Occupant with respect to any issues that may arise relating to the Commercial Unit or any default or violation hereunder or under the Bylaws or Rules. The Declarant, and any subsequent owner of a Commercial Unit, shall have

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full authority and responsibility, without the vote or consent of the Board or the Association or the Residential Unit Owners, and as long as such change is in compliance with Section 5.2, to make alterations, additions or improvements in, to and upon the Commercial Unit; change the layout or number of rooms of the Commercial Unit from time to time. The entrance way or ways to a Commercial Unit may not be changed without the prior approval of the Association, which approval may be withheld or given upon such terms and conditions as the Association, in its sole discretion, deems appropriate. The time-sharing of a Commercial Unit or conversion of an ownership interest in a Commercial Unit into intervals or segments of time is expressly prohibited. Any use of a Commercial Unit shall be conducted only as provided herein and as may be permitted under the City of Milwaukee Code of Ordinances.

9.5 Roof Unit 700. Notwithstanding anything to the contrary contained herein, Unit 700 and the Limited Common Element appurtenant thereto may be used by the Unit Owner or licensed or leased, for any period of time, to third parties for any lawful purpose including, but not limited to, the installation, operation, maintenance, repair, replacement and removal of electronic equipment and antennae, microwave dishes and antennae and any and all other forms of equipment for the reception and transmission of signals of voice or data, cellular (analog or digital) communications, internet service, television, satellite or cable transmissions, wired or wireless systems in connection with any of the above, and any other present or future forms of equipment used for the transmission of voice, data or images. The Unit Owner of Roof Unit 700, may improve, alter, modify, remove, and repair any portion of the Limited Common Element appurtenant to Roof Unit 700 in connection with his use thereof without the consent of the Association.

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10. RESERVATIONS AND EASEMENTS OF DECLARANT.

The Declarant and the Declarant's duly authorized agents, representatives and employees shall have the right to maintain model Units and a sales office on the Property and to use those model Units and the sales office during the period that any of the proposed Units in the Building remain unsold. The location and approximate size of the Units shall be as shown on Exhibit "B" and it is intended that every model Unit shall ultimately be sold to a Unit Owner. The Declarant shall have the right to enter into leases or occupancy agreements for the Residential and the Commercial Units owned by Declarant for any period of time and with such other terms and provisions as desired by Declarant, in its sole discretion. Notwithstanding anything to the contrary contained herein, the Association shall deal solely with the Declarant in connection with any issues relating to any tenant or any other occupant of any Unit owned by Declarant. The Declarant shall have the right to use signs, flags or other types of devices in any portion of the Condominium to promote the development and sale of the Units. The Declarant and persons it may select shall have the right of ingress and egress in, over and across the Common Elements and the Limited Common Elements and the right to store materials thereon and make such other use thereof as may be reasonably necessary incident to construction, remodeling, development, sales and operation of the Condominium, Units, Common Elements and Limited Common Elements thereof. 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 or its successor or assign under Section 34 of this Declaration and thereafter for the Association, the right to grant and/or dedicate to the City of Milwaukee, the County of Milwaukee, any other governmental agency or public or semipublic utility companies (including cable or satellite television companies), easements and rights-of-way (and any and all improvements contained

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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, television broadcasts, internet service, in any form, voice or data transmission (whether wired or wireless) 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 or any other governmental agency shall require or that the Declarant and/or the Association 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 such an easement may be created.

11. ASSOCIATION OF UNIT OWNERS.

11.1 Powers of Association. The Association shall be incorporated and shall have all of the powers of a non-stock corporation as presently enumerated in the Wisconsin Non-Stock Corporation Law, Chapter 181 of Wisconsin Statutes and all of the powers of an association, absolute and conditional, as presently enumerated in the Act and as said statutes may be hereafter amended including, but not limited to, the power to borrow money and pledge assets, tangible and intangible, in support and furtherance of its rights and obligations in connection with the Condominium. The Board is authorized to establish Rules for the use of the Condominium, Units, Parking Units, Storage Units, Common Elements and the Limited Common Elements in furtherance of the purpose of the Condominium and prescribe fines, penalties, and/or special assessments for any violation thereof and shall furnish such Rules in writing to the Unit Owners who shall be bound thereby.

11.2 Membership, Duties and Obligations. All Unit Owners shall be entitled and required to be members of the Association which shall be responsible for carrying out the purposes of this Declaration, including the management and control of the Common Elements and the Limited Common Elements. Each Unit Owner and the Occupants of the Units shall abide by and be subject to all of the terms and provisions of this Declaration, the Bylaws and the Rules of the Association.

11.3 Voting Rights. The Association shall have two (2) classes of voting membership, which will consist of Residential Unit Owners and Commercial Unit Owners. The Declarant will, initially, be a member of both classes. The class of voting membership is based on the type of Unit owned by the Unit Owner, i.e., Residential or Commercial. The Owners of Residential Units and Commercial Units shall have the same voting powers, to wit: one vote for each Unit, subject however to the following limitations: (i) the Owners of Residential Units shall have the right to vote for and elect all but one (1) of the directors of the Association and to remove any directors elected by Residential Unit Owners with or without cause at any time and to fill all vacancies of all directors elected by Residential Unit Owners; and (ii) the Owners of the Commercial Units have the sole right to vote for and elect one (1) director of the Association and to remove any director elected by Commercial Unit Owners with or without cause at any time and to fill all vacancies of any director elected by Commercial Unit Owners. If title to a Unit is held by more than one person, the membership related to that Unit shall be shared by such Owners in the same proportionate interests and by the same type of tenancy in which title to the Unit is held; however, such Unit Owners shall designate one (1) person to cast the vote appurtenant to such Unit. Such Unit Owners will provide the Association with written notice of the designated voter for their Unit, which designation may be changed, in writing, from time to

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time thereafter. No vote may be cast for any Unit Owners who have not notified the Association of the designated voter for such Unit. Voting rights may not be split, and shared membership interests must be voted pursuant to said designation. Parking Units and Storage Units have no voting rights separate or apart from the voting rights accruing to the Unit to which they may become appurtenant as Limited Common Elements.

11.4 Rights of Declarant. Notwithstanding any other provisions herein contained, the Declarant, its successors and assigns, shall have the right, at its option, to appoint and remove the Directors and officers of the Association and to exercise the powers and responsibilities otherwise assigned by this Declaration or the Act to the Association, its Board or officers until the earlier of thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element Interest to purchasers or ten (10) years from the date the first Unit is conveyed by the Declarant to anyone other than the Declarant or its successors and assigns under Section 34 of this Declaration. All present and future Owners, Mortgagees, lessees and Occupants of Units in the Condominium shall be deemed, by acceptance of any deed to or mortgage on any Unit or by entering into a land contract or lease affecting a Unit or by the act of occupancy of a Unit, to agree, approve, and consent to the right of the Declarant to so control the Association. Prior to the conveyance of twenty-five percent (25%) of the Common Element Interests to purchasers, the Association shall hold a meeting, and the Owners, other than the Declarant, shall elect at least twenty-five (25%) of the Directors. Prior to the conveyance of fifty percent (50%) of the Common Element Interests to purchasers, the Association shall hold a meeting, and the Owners, other than the Declarant, shall elect at least thirty-three and one-third percent (33 1/3 %) of the Directors.

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11.5 Association Personnel. The Association may obtain and pay for the services of any person or entity to manage its affairs, to the extent it deems advisable, and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the Condominium. The Association may contract for such services as may be required for the Units, the Building, the Common Elements and/or the Limited Common Elements.

11.6 Working Capital Fund. Each purchaser of a Unit from the Declarant shall pay to the Association the equivalent of three (3) monthly installments of the existing or estimated assessment for Common Expenses at the time of conveyance by the Declarant. This payment shall not be an advance payment of the assessment, but rather an additional assessment for a working capital fund. The Declarant may not utilize the working capital fund to defray its own expenses while it maintains control of the Association. The Association may determine how to use or apply the working capital fund, including, but not limited to, an addition to any reserve fund, a deposit to a segregated fund for any purpose, a refund to Units Owners or a reduction in the assessment in any amount in any year. Nothing herein shall prevent a Unit Owner from recouping any payments made to the Association under this paragraph 11.6 from a subsequent purchaser of the Unit Owner's Unit.

12. REPAIRS AND MAINTENANCE.

12.1 Individual Units. Each Unit Owner shall be responsible for keeping the interior of his Unit and all of its equipment, fixtures and appurtenances including, but not limited to, pipes, ducts, electrical wiring and conduits, plumbing, heating, utility lines, fireplace chases and air-conditioner units (including any portions thereof located in a Common Element or Limited Common Element) in good order, condition and repair and in a clean and sanitary

condition, and shall be responsible for such maintenance, repair and replacement with respect to his Unit as is more fully set forth herein and in the Bylaws and Rules.

12.2 Common Elements and Limited Common Elements. The Association shall be responsible for the management and control of the Common Elements and the Limited Common Elements (including Parking Units and Storage Units after conveyance to a Unit Owner and the Common Elements and Limited Common Elements created after any expansion hereunder) and shall cause the same to be maintained, repaired, replaced and kept in good, clean, attractive and sanitary condition, order and repair, except to the extent individual Unit Owners are responsible therefor, as is more fully set forth herein and in the Bylaws and Rules.

13. UNIT OWNER'S RIGHTS WITH RESPECT TO INTERIORS.

Except as otherwise provided below, each Unit Owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise refurnish and decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of his Unit and all walls, ceilings, floors and doors within such boundaries, and to erect partition walls of a non-structural nature, provided that such Unit Owner shall take no action which in any way will materially change any common walls, except as otherwise provided herein with reference to relocation of boundaries. A Unit Owner may not paint, paper, tile, repaint, decorate, modify or alter the wood ceiling, any brick walls forming the perimeter of a Unit, any steel bracing rods, turnbuckles or any wood column, beam, joist or purlin located in a Unit. A Unit Owner may stain the wood floor in the Unit. No Owner of a 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 establish uniform standards for all window treatments throughout the Condominium, which will mandate the type, style and

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color of such treatments. Each Unit Owner shall, at the Owner's expense, abide by such uniform window treatment standards. The Association may 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. Notwithstanding the foregoing, the Commercial Unit Owners shall be entitled to place signage in designated areas established by the Association on the first floor. The size and type of signage must be approved by the Association, which approval may be withheld or given upon such terms and conditions as the Association, in its sole discretion, deems appropriate.

14. RIGHT OF FIRST REFUSAL ON SALE.

The Association shall have a right of first refusal with respect to sale of any Unit. Each Unit Owner, after acceptance of an offer or contract to purchase but prior to sale of his Unit or any interest therein shall first deliver to the Association a written notice containing the terms and conditions of the proposed sale. Such notice may be delivered personally or by deposit thereof in the United States Mail properly addressed with postage prepaid to the Association. Thereafter, the Association shall have five (5) business days within which to elect to purchase the subject Unit on the terms and conditions stated in the notice, in which event the selling Owner shall sell the Unit described to the Association pursuant to the terms and conditions stated in the notice within sixty (60) days thereafter. If the Association does not respond to such notice within such five (5) business day period, the Association shall be conclusively deemed to have refused to purchase the Unit under the first refusal right. If the selling Owner does not so sell the Unit pursuant to the terms of the notice within ninety (90) days after refusal by the Association, or if a sale is proposed at a price or upon terms and conditions different from those refused by the Association, the Association shall again be entitled to its right to first refusal hereunder.

15. RIGHT OF DECLARANT TO DISPOSE OF UNITS.

The provisions of Section 14 shall not be applicable to or binding upon the Declarant until subsequent to the initial sale of all Units in the Condominium. The Declarant shall have the right to lease Units for any term, sell or otherwise dispose of Units by deed, land contract or other form of installment sale, or by such other means of conveyance as it may choose, and in the event that the Declarant shall be forced to foreclose or otherwise recover possession of any Unit as the result of the default of a purchaser under a land contract, installment sale or mortgage, the Declarant shall be free to dispose of any such Unit by any means whatsoever, free of the first refusal rights set forth in Section 14 above. The Declarant's rights provided in this Section 15 shall also apply to any Parking Units and Storage Units owned by Declarant.

16. DESTRUCTION; RECONSTRUCTION AND CONDEMNATION.

16.1 Damage and Reconstruction. Except as otherwise provided herein or in the Bylaws, in the event of a partial or total destruction of a Unit or Units, a Parking or a Storage Unit or Units, the Building, Common Elements or Limited Common Elements, they shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built. In the event the Condominium is damaged or destroyed to an extent more than available insurance proceeds, the Condominium shall be subject to an action for partition upon the written consent of at least seventy-five percent (75%) of the members of the Association. In the event of partition, the net proceeds of sale together with any net proceeds of insurance shall be considered as one fund and shall be divided among all Unit Owners in proportion to their Interests in the Common Elements, and shall be distributed in accordance with the priority of the Owners' interests in each Unit. On reconstruction, the design, plan and specifications of any Building, Unit, Common Element or Limited Common Element may vary

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from that of the original upon approval of the Association, provided, however, that the number of square feet of living area of any Unit may be decreased by any amount but may not be increased above the number of square feet for such Unit or Building as originally constructed, and the location of the Building shall be substantially the same as prior to damage or destruction and shall not violate any ordinance or other applicable governmental rule or regulation relating to the Condominium. The proceeds of any insurance provided by the Association and collected for such damage or destruction shall be available to the Association for the purpose of repair or reconstruction, as provided in Section 17 hereof. In the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction and the determination is made to repair or reconstruct, all costs of repair or reconstruction in excess of available insurance proceeds shall be a Common Expense.

16.2 Condemnation. In the event of a "taking under the power of eminent domain" as defined in the Act, the Association shall proceed with rebuilding, relocation or restoration or an allocation of any award as provided in the Bylaws or, if not provided for in the Bylaws, in the Act. In any event, if the taking under the power of eminent domain results in the remaining Condominium portion being diminished to such extent that reconstruction or restoration is not practical, the Condominium shall be subject to an action for partition upon obtaining the written consent of the Unit Owners having 75% or more of the vote. In the case of partition, the net proceeds of sale, together with any net proceeds of the award for taking, shall be considered as one fund and shall be divided among all Unit Owners in proportion to their interest and shall be distributed in accordance with the priority of interests in each Unit. A taking of all or part of a Unit may not include any of the Interests or vote appurtenant to the Unit. The Owner of each Unit taken shall have the individual right of appeal of the necessity of taking

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and of the condemnation award made for the taking. The Association shall have the right of appeal of the necessity of taking of the Common Elements and the right of appeal of the condemnation award made for the taking of the Common Elements. An appeal by the Association shall be binding upon the Unit Owners for the necessity of taking or the condemnation award made for the taking of the Common Elements. Unit Owners having an ownership interest in Limited Common Elements may individually or as a group appeal the necessity of taking or the condemnation award made for the taking of the Limited Common Elements.

17. INSURANCE AND WAIVER OF SUBROGATION.

The Board of Directors shall provide and maintain fire, multi-peril, broad form extended coverage insurance on the Condominium and any portion thereof in an amount equal to the replacement value of the Condominium from time to time, including endorsements for automatic changes in insurance coverage as fluctuating values may warrant. Such insurance shall be obtained in the name of the Association as trustee for each of the Unit Owners and their respective Mortgagees as their interests may appear. Premiums shall be a Common Expense. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against Unit Owners, the Association, and their respective servants, agents and guests, and that the insurance cannot be cancelled, invalidated or suspended on account of conduct of any one or more Unit Owners, the Association or their servants, agents and guests without thirty (30) days' prior written notice to the Association, giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary or advisable by the Board of Directors

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to conform to the requirements of replacement value. If in the event of partial or total destruction of the Building, a Unit or Units, a Parking or a Storage Unit or Units, Common Elements or Limited Common Elements, it is determined to repair or reconstruct such Unit or Units, a Parking or a Storage Unit or Units, Building, Common Elements or Limited Common Elements, in accordance with Section 16 hereof, the proceeds of such insurance shall be paid to the Association to be applied to the cost thereof. If insurance coverage is available to combine protection for the Association and a Unit Owner's individual Unit, the Board of Directors is hereby given discretionary power to negotiate such combinations of insurance protection on an equitable cost-sharing basis under which the Unit Owner would be assessed individually for the amount of insurance which he directs the Board of Directors to include in such policies for his additional protection. Copies of all such policies shall be provided to each Mortgagee upon request. Nothing contained in this Section shall be deemed to prohibit any Unit Owner, at his own expense, from obtaining any additional insurance coverage on his improvements. The Board of Directors shall also provide casualty and public liability insurance covering the Common Elements and the Limited Common Elements in such amounts as may be determined at the discretion of the Board of Directors from time to time. The Board of Directors may also provide workmen's compensation insurance, fidelity bonds and such other forms of insurance coverage in such amounts as is determined by the Board of Directors to be necessary or advisable from time to time.

By acceptance of title to a Unit or occupancy of a Unit, each Unit Owner or Occupant thereby waives, releases and discharges the Declarant, its agents or employees, any other Owner or Occupant of the Condominium, the Association, its Directors and officers from all claims or demands whatsoever which any Unit Owner may have or may acquire in the future

arising out of damage to or destruction of the Condominium or any portion thereof or any property of such Unit Owner located therein occasioned by fire, casualty or extended coverage risk, whether such claim or demand may arise because of the negligence of the Declarant, its agents or employees, any other Owner or Occupant of the Condominium, the Association, its Directors and officers or otherwise, and each Unit Owner and/or Occupant agrees to look only to insurance coverage in the event of such loss.

18. LIABILITY FOR COMMON EXPENSES.

The costs of administration of the Association, insurance, repair, maintenance, replacement and other expenses of the Common Elements and Limited Common Elements, except as otherwise specified in the Bylaws of the Association, and common services provided to the Unit Owners shall be paid for by the Association. The Association shall make assessments against the Unit Owners, as well as the Units themselves, for such Common Expenses in accordance with the percentage of Interest in the Common Elements and Limited Common Elements relating to each Unit, and in the manner provided herein and in the Bylaws of the Association. No Unit Owner may exempt himself or his Unit ownership from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or Limited Common Elements or by the abandonment of his Unit; and no conveyance shall relieve the Unit Owner-grantor or his Unit of such liability, and he shall be jointly, severally and personally liable along with his grantee in any such conveyance for the Common Expenses incurred up to the date of sale until all Common Expenses charged to his Unit have been paid.

All Common Expenses and assessments, when due, shall immediately become a personal debt of the Unit Owner and also a lien, until paid, against the Unit to which charged, as provided

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in the Act. The Association shall perfect and enforce said lien in the manner provided in the Act. Subsequent to the first conveyance of a Unit by the Declarant to a purchaser, the Declarant's obligation for assessments for all Units owned by the Declarant shall be as follows:

(i) for each completed Unit owned by the Declarant that is or has been occupied by tenants or guests of the Declarant, the 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 the Declarant and each completed Unit owned by the Declarant that has never been occupied, the 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 the Declarant and fully assessable under subparagraph (i), above) and the actual monthly expenses incurred by the Association. For purposes of the Declarant's obligations for assessments, a "completed" Unit shall be a Unit for which the City of Milwaukee has issued an occupancy permit.

19. PARTITION OF COMMON ELEMENTS PROHIBITED.

Except as otherwise provided herein, there shall be no partition of the Common Elements and Limited Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the Property is withdrawn from its terms or from the terms of the applicable statutes regarding Unit ownership or Condominium ownership; provided, however, that if any Unit shall be owned by two or more Owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of said single Unit as between such Owners.

20. CONVEYANCE TO INCLUDE INTERESTS IN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

The percentage of the Interest in the Common Elements and Limited 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 percentage of Interest in the Common Elements and Limited Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect the one without including the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

21. EASEMENTS, RESERVATIONS AND ENCROACHMENTS.

21.1 Utilities. Irrevocable easements are hereby declared and granted for the benefit of the Unit Owners and the Association and reserved for the benefit of the Declarant for utility purposes, including the right to install, lay, maintain, repair and replace wells, water mains and pipes, sewer lines, septic systems, gas mains, telephone wires and equipment, master television antenna, cable or satellite system wires and equipment, electrical conduits, cables, computer connections, wires and equipment used in the transmission of voice, data or images, including power transformers, in, over, under, through, along and on any part of the Units, Buildings, Common Elements and Limited Common Elements, to service the Condominium.

21.2 Roof Unit 700. Irrevocable easements are hereby declared and granted for the benefit of the Roof Unit 700 Owner(s) for the purpose of engaging in any lawful purpose including, without limitation, installing, altering, modifying, removing, repairing and replacing equipment and structures on any portion of the Limited Common Element appurtenant to Roof Unit 700 and for supplying power to and making connections with the equipment located, from

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time to time, on the Limited Common Element appurtenant to Roof Unit 700 including the right to install, lay, maintain, repair and replace all necessary wires, cables, conduit, equipment, transformers and the like in, over, under, through, along and on any part of the Units, Building, Common Elements and Limited Common Elements.

21.3 Driveways and Walkways. To the extent that the Plat and building plans attached hereto show the common use of driveways and walkways for purposes of access, ingress and egress, valid easements are hereby established and shall exist for the mutual benefit of all Unit Owners and the Declarant for such uses.

21.4 Repair Easement. An irrevocable right and easement is hereby granted and declared for the benefit of the Association (and the Declarant during the period of the Declarant's control of the Association) to enter Units and to make repairs to Units or Common Elements when repairs reasonably appear necessary for public safety or to prevent damage to other portions of Condominium. Except in cases involving manifest danger to public safety or property, the Association or the Declarant shall make a reasonable effort to give notice to the Unit Owner of the need for entry for the purpose of any repairs.

21.5 Encroachments and Attachments. If any portion of any Common Element or Limited Common Element encroaches on any Unit or if any portion of a Unit, now or hereafter existing, encroaches on any Common Element or Limited Common Element, as a result of settling, shifting, duly authorized construction, reconstruction or repair of the Building or Unit, a valid easement for the encroachment and for the maintenance of same shall exist so long as the Building or Unit stands; provided, however, that in no event shall a valid easement for encroachment be created in favor of a Unit Owner or Owners if said encroachment occurred due to the willful, unauthorized conduct of said Unit Owner or Owners. Except as otherwise

restricted herein, each Unit Owner shall have a valid easement to the interior portions of the walls, ceilings and floors on the exterior boundaries of the Unit Owner's Unit for purposes of adding additional utility outlets, wall hangings, light fixtures, non-bearing partition walls, and the like, where such easement is necessary for such uses, provided that the Unit Owner shall do nothing to jeopardize the soundness or safety of the Property, reduce the value thereof, or impair any other easement or hereditament, and provided further that the Common Elements and facilities be restored to their former condition by the Unit Owner, at his sole expense, upon completion or termination of the use requiring the easement.

21.6 Binding Effect. All easements and rights described herein are covenants and easements appurtenant, running with the land, and are subject to the control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the Declarant, its successors and assigns, and on all Unit Owners, purchasers, Mortgagees, lessees and Occupants and their heirs, executors, administrators, successors and assigns. The Declarant and, after Declarant's control ends, the Association shall have the authority to execute all documents necessary to carry out the intent of this Section 21.

22. **PARKING UNITS, STORAGE UNITS AND ALLEY WAYS.**

22.1 Parking Units Interior Parking Units identified as Parking Units 1-31, inclusive, and exterior, surface Parking Units identified as Parking Units 101-124, inclusive, and 201-219, inclusive, (as shown on Exhibit "B") are available to be conveyed by the Declarant as Limited Common Elements, but such Parking Units have not yet been designated by the Declarant as appurtenant to particular Units. Exterior Parking Units which are not numbered but which are designated for handicapped parking, will be conveyed by the Declarant to the

Association and become part of the Common Element. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept in any Parking Unit. No vehicle repairs, other than emergency repairs, shall be permitted in any Parking Unit. Unit Owners of Commercial Units may provide only outdoor surface parking to employees, customers and suppliers. The Declarant may convey particular Parking Units for particular Units by deed and such Parking Units shall thereupon be Limited Common Elements appurtenant to such Units. Except as provided below, if a Parking Unit becomes appurtenant to a Unit, it must remain appurtenant to that Unit. A Unit may have more than one (1) Parking Unit. If two (2) or more Parking Units are conveyed as Limited Common Elements appurtenant to a Unit, at least one (1) of the Parking Units shall always remain appurtenant to said Unit thereafter, but the Unit Owner may transfer and convey any additional appurtenant Parking Units to another Unit Owner. When a Parking Unit is transferred by the Declarant, a Unit Owner or the Association, such transfer shall not be deemed complete until the transferee provides the Association with a copy of the transfer instrument, which instrument shall also designate the Unit to which such Parking Unit is assigned. Only a Unit Owner may receive a transfer of or the right to use a Parking Unit in the Condominium. The Association shall keep such copy in its permanent files and shall maintain at all times a current record of the Unit to which each Parking Unit is assigned and has become appurtenant (other than those owned by the Declarant or the Association). If a Unit Owner fails to transfer any Parking Unit held by such Unit Owner on or before the date on which such Unit Owner ceases to own a Unit, such Parking Unit shall be deemed transferred automatically, without cost or charge, to the subsequent Owner of the Unit to which the Parking Unit is appurtenant. The Declarant and the Association may use any Parking Units they hold for any purpose, in their sole discretion, subject to any applicable law, rule or regulation. Each

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Parking Unit held by a Unit Owner may be used only for the parking of an operative motor vehicle, motorcycle and/or bicycle by the Unit Owner or Occupant of a Unit. Declarant may sell, transfer and convey any remaining Parking Unit(s) to any Unit Owner.

22.2 Storage Units. Storage Units, identified as Storage Units 1-31, inclusive, on Exhibit "B", are or will be located in the underground basement section of the Building in the Common Element space marked for such Storage Units on the Plat. Storage Units, identified as Storage Units 32-36, are or will be located on the second through six floors (one per floor) as identified on Exhibit B. Each Storage Unit is designated as shown on Exhibit "B" and may be conveyed by the Declarant as Limited Common Elements. The Declarant may convey particular Storage Units for particular Units by deed, and such Storage Units shall thereupon be Limited Common Elements appurtenant to such Units.

22.3 Rights of Declarant and Association. In the case of each Parking Unit and Storage Unit, until conveyance by the Declarant, the Declarant shall have the exclusive right to use such Parking Unit or Storage Unit. The Declarant shall have the continuing right to so convey Parking Units and Storage Units after all Units have been conveyed by the Declarant, provided that Parking Units and Storage Units may only be conveyed or used in connection with Units or with the Association. The Declarant may impose a separate charge for such Parking Units and Storage Units at the time of conveyance. At such time as the Declarant conveys the last Unit owned by the Declarant (to a party other than a successor to or assign of the Declarant as provided in Section 34 herein), Declarant may convey any remaining Parking Unit(s) or Storage Unit(s) to any Unit Owner.

22.4 Public Alleys. There are public alleys along the east and north property lines of the Property, which may, at some point in the future, be vacated. The Declarant reserves

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the right, for ten (10) years from the date of recording of this Declaration, to add some or all of such public alleys to the Condominium, in which event such added land shall become part of the Condominium. In no event shall the addition of such alley ways or portions thereof change the Interests in the Common Elements, the liabilities for Common Expenses, the rights to Common Surpluses, or the number of votes appurtenant to each Unit. Any such addition of the alleyways will be made in the manner provided in Section 24 of this Declaration. *See Exhibit "D"*

23. RIGHTS OF LENDERS

23.1 Mortgagee Notices. As to any Mortgagee or insurer or guarantor of any mortgage (hereinafter collectively 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 28 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 Unit Owners or the Board of Directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Association's Articles of Incorporation or the Bylaws; and

(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 Association's Articles of Incorporation, the Bylaws and Rules promulgated thereunder, and any amendments thereto, simultaneously with the giving of required notice to any Unit Owner of such failure or violation; and

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

(iv) The Board of Directors shall notify the Lender of physical damage to structure, fixtures or equipment of a Unit in an amount exceeding One Hundred Thousand Dollars (\$100,000.00) 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 One Million Dollars (\$1,000,000.00). 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, the books and records of the Association (including current copies of this Declaration, Association Bylaws, and all Rules promulgated thereunder) and upon request shall furnish the Lender annual reports and such other financial data as it sends to Unit Owners.

23.2 Mortgagee Consents. Unless two-thirds of the Mortgagees (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 Act the Association shall not:

(i) Change the Interest in Common Elements of the Condominium appertaining to Units (except in the case of any expansion of the Condominium as provided herein); or

(ii) Partition or subdivide any Unit of the Condominium (except that this subsection shall not apply to any permitted separation of Units, reallocation of boundaries or joinder or connection of Units or subdivision of Commercial Units under this Declaration); or

(iii) By act or omission, seek to partition, subdivide, encumber, sell or transfer the Common Elements, except that the granting of easements pursuant to 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 16 of this Declaration in the instance of insufficient insurance proceeds, use hazard insurance proceeds for losses to the Condominium (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of the Condominium.

Unless all Mortgagees 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 otherwise provided in this Declaration. Notwithstanding the provisions of Section 27 of this Declaration, this Section 23 shall not be amended unless all Lenders have given their prior written approval.

24. EXPANSION OF CONDOMINIUM

24.1 Right to Expand. In addition to the alleyways described in paragraph 22.4 herein, the Declarant also reserves the right to expand the Condominium, without the consent or approval of any Unit Owner other than the Unit Owners of Units 600 and 620, at any time and from time to time on or prior to the expiration of ten (10) years from the date of recording of this Declaration, by subjecting all or any portion of the Expansion Space, which currently comprises Limited Common Element appurtenant to Units 600 and 620, to this Declaration. The Declarant is under no obligation to and the Declarant makes no representation or warranty that it will in fact expand the Condominium.

24.2 Use of Expansion Space; Units. The Expansion Space may only be used as second floors of Units 600 and 620, i.e. as portions of those Residential Units, with

designation of portions thereof continuing as Limited Common Elements appurtenant to those particular Units as depicted on Exhibit "B" hereto.

24.3 Effect of Expansion. Upon such expansion, there will be changes in the Interests of the Unit Owners, the Owners' liabilities for and rights to Common Expenses and Common Surpluses following the addition of the Expansion Space or portions thereof, as more particularly described on Exhibit "E" attached hereto and incorporated herein by reference. Each Unit thus expanded shall continue to have only one (1) vote and the provisions of this Declaration shall apply to the Units 600 and 620, as expanded, with respect to voting and all other matters.

24.4 Method of Expansion. Expansion shall occur upon recording an amendment or amendments to this Declaration and an addendum to the Plat describing and showing the location of the second floors of Units 600 and 620 and any Limited Common Elements arising out of or resulting from the expansion. Amendments need be executed only by the Declarant or its successors and assigns under Section 34 herein and by the then Unit Owners of Units 600 and 620. The Plat contains a description, in general terms, of the approximate size and location of the Expansion Space within the Limited Common Elements appurtenant to Units 600 and 620 on the roof top level of the Building.

24.5 Matters Related to Expansion. Notwithstanding Section 27 of this Declaration, the expansion rights reserved by the Declarant in this Section 24 may not be amended or terminated without the prior written consent of the Declarant.

25. **RELEASE FROM EXPANSION PROVISION.**

The Property which is the subject of this Declaration was previously designated as Expansion Real Estate in the Condominium Declaration for Transportation District

REEL 5606
IMAGE 2247

Condominium which was recorded by its declarant, Third Property, in the Office of the Register of Deeds of Milwaukee County on July 19, 2000, as Document No. 7937458 (the "Third Property Condominium Declaration"). By executing this Declaration, Third Property, the declarant under the Third Property Condominium Declaration, hereby confirms that it will not expand the Transportation District Condominium as provided in the Third Property Condominium Declaration and the Property shall no longer be considered Expansion Real Estate under the Third Property Condominium Declaration.

26. FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER.

The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, the Bylaws or the Rules established thereunder, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of any such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a Unit Owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

27. AMENDMENTS TO DECLARATION.

Except as otherwise provided herein or by the Act with respect to termination of the condominium form of ownership, this Declaration may be amended by an affirmative vote of not less than seventy-five percent (75%) of all votes entitled to be cast by members of the Association. Copies of amendments shall be certified by the President and Secretary of the

REEL 5606
IMAGE 2248

Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Milwaukee County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at his address on file with the Association. No amendment shall adversely affect any special right conferred on or reserved to the Declarant or the Unit Owner of Roof Unit 700 under this Declaration without the prior written consent of the Declarant or the Unit Owner of Roof Unit 700, as the case may be.

28. NOTICES.

Notices and other documents to be served upon the Declarant shall be given to the Resident Agent specified for receipt of process herein. All Owners shall provide the Association with an address for the mailing or service of any notice or other documents and the Association shall be deemed to have discharged its duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with it.

29. SERVICE OF PROCESS.

The person (Resident Agent) to receive service of process shall be the registered agent for the Association, which designation and any changes thereof shall be filed with the Department of Financial Institutions of the State of Wisconsin. The initial registered agent is Jeffrey G. Nowak, 413 North 2nd Street, Suite 100, Milwaukee, Wisconsin 53203.

30. NUMBER AND GENDER.

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

31. CAPTIONS.

The captions and section headings herein are inserted only as a matter of convenience and for reference and in no way define or limit the scope or intent of the various provisions hereof.

32. SEVERABILITY.

The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portion of said provision or of any other provision hereof.

33. GOVERNING LAW.

This Declaration, the Articles of Incorporation of the Association, the Bylaws of the Association and the Rules established thereunder shall be governed by and construed under the laws of the State of Wisconsin.

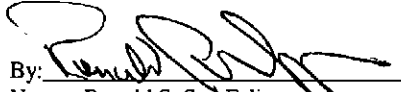
34. ASSIGNMENT OF DECLARANT'S INTEREST.

The Declarant may from time to time assign any or all of the rights and benefits conferred on or reserved herein for the Declarant in its status as such (as opposed to those rights or benefits conferred on or reserved for all Unit Owners or groups thereof), by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded in the Office of the Register of Deeds for Milwaukee County.

REEL 5606
IMAGE 2250

IN WITNESS WHEREOF, SECOND PROPERTY, LLC, a Wisconsin limited liability company, the Declarant, has caused this Declaration to be executed as of the date first above written.

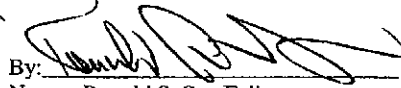
SECOND PROPERTY, LLC

By: 
Name: Ronald S. San Felippo
Title: Managing Member

The undersigned, Third Party, LLC, confirms that it will not expand onto the Property, which was identified as Expansion Real Estate under the Third Property Condominium Declaration, as defined above.

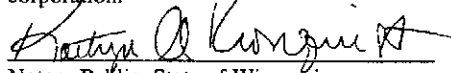
DATED: June 13, 2003

THIRD PROPERTY, LLC

By: 
Name: Ronald S. San Felippo
Title: Managing Member

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

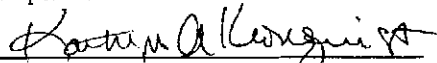
Personally came before me this 13th day of June, 2003, the above-named Ronald S. San Felippo known to me to be the person who executed the foregoing instrument on behalf of SECOND PROPERTY, LLC, and who acknowledged the same as the act and deed of the corporation.


Notary Public, State of Wisconsin
My Commission: is permanent

REEL 5606
IMAGE 2251

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this 13th day of June, 2003, the above-named Ronald S. San Felippo known to me to be the person who executed the foregoing instrument on behalf of THIRD PROPERTY, LLC, and who acknowledged the same as the act and deed of the corporation.


Notary Public, State of Wisconsin
My Commission: is permanent

THIS DOCUMENT WAS DRAFTED BY
AND SHOULD BE RETURNED TO:

J. MILES GOODWIN
O'NEIL, CANNON & HOLLMAN, S.C.
SUITE 1400
111 EAST WISCONSIN AVENUE
MILWAUKEE, WISCONSIN 53202

REEL

5606

IMAGE

2252

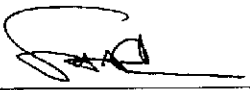
MORTGAGEE CONSENT

The undersigned, M&I Marshall & Ilsley Bank, as a mortgagee under a real estate mortgage affecting the Property, hereby consents to the terms and provisions of this Declaration and the submission of the Property to the condominium form of ownership as provided in this Declaration and under the Act, as defined herein.

Dated: JUNE 12, 2003

M&I MARSHALL & ILSLEY BANK

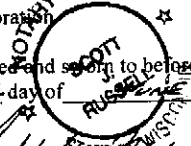
By:


SCOTT A. KRAEMER
COMMUNITY BANK PRESIDENT

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this 12th day of JUNE 2003, the above-named SCOTT A. KRAEMER, known to me to be the person who executed the foregoing instrument on behalf of M&I MARSHALL & ILSLEY BANK, and who acknowledged the same as the act and deed of the corporation.

Subscribed and sworn to before me
this 12th day of JUNE, 2003.


Notary Public, State of Wisconsin
My Commission 3/27/2005

REEL

5606

IMAGE

2253

Exhibit "A"
Legal Description of Property

Lots (9), twelve (12), thirteen (13), and sixteen (16) in block eighty five (85) in plat of the Town of Milwaukee, on the Westside of the River, in the Southeast one-quarter (1/4) of Section twenty-nine (29), in Township (7) North, Range twenty-two (22) East in the City of Milwaukee, State of Wisconsin.

Tax Key No. 361-0900-112-5

Address: 413 N. 2nd Street
Milwaukee, WI 53203

REEL 5606

IMAGE 2254

Exhibit "B"

Plat

(Copy Attached Hereto)

REEL

5606

IMAGE

2255

CITY OF MILWAUKEE, INCORPORATED 1848, CHARTERED 1852

SECOND PRIORITY: SURVEY IN PROGRESS

2. FULL DEVICES & PREVIOUS WORK



+ SOIL BROWNE/MANUFACTURED WELL

- # **Journal**

Telephone 800-791-1000
Fax 717-707-7070

THEORY



BOOKS

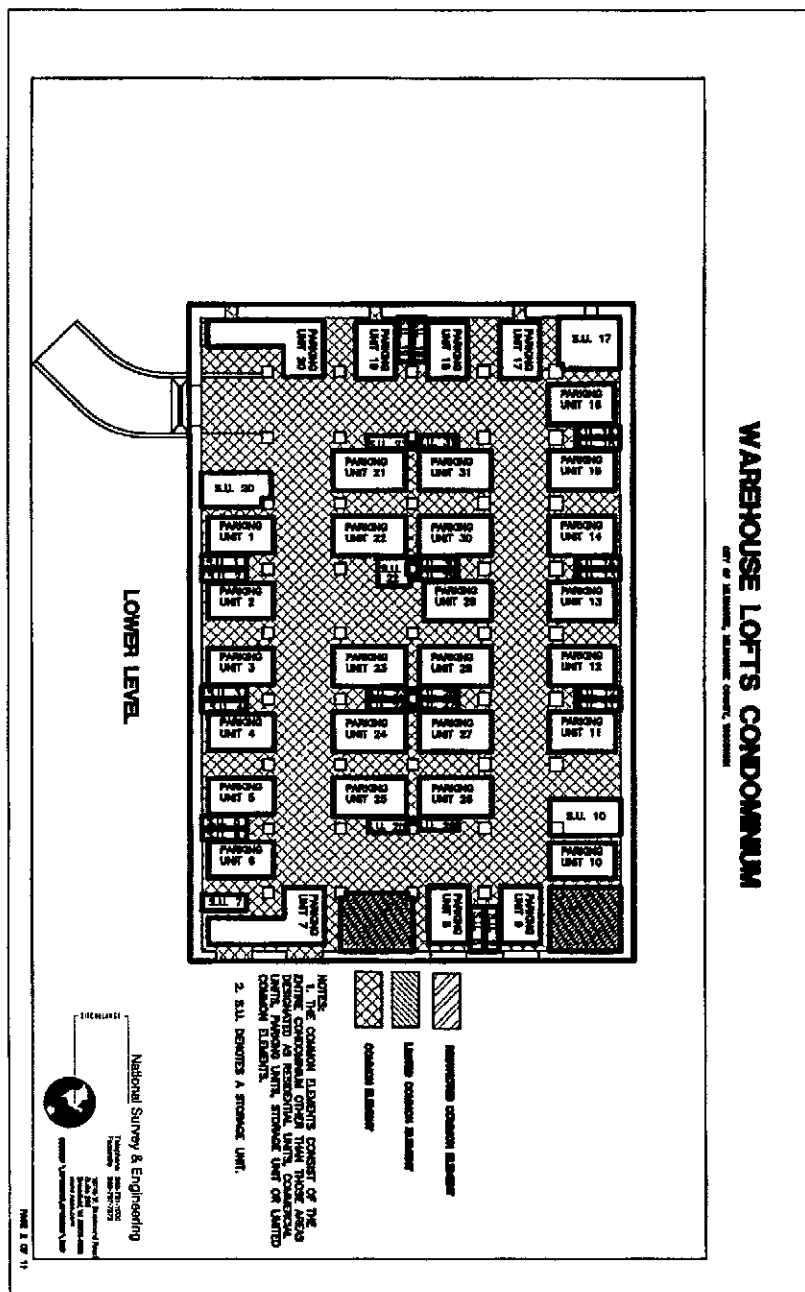
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1

NAME

REEL 5606

IMAGE 2257

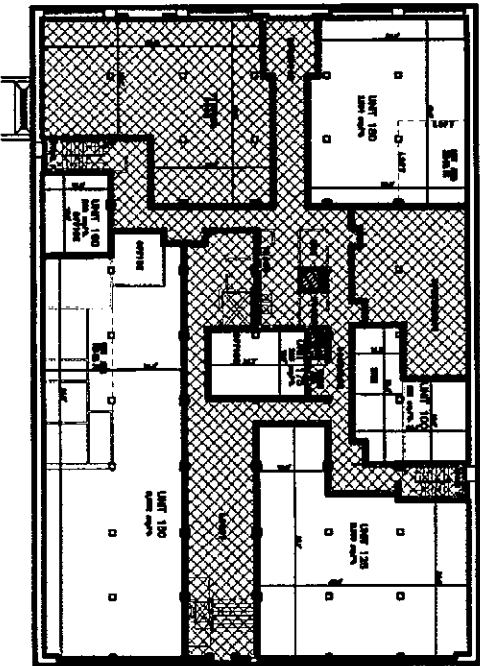


REEL 5606

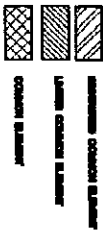
IMAGE 2258

WAREHOUSE LOFTS CONDOMINIUM

CITY OF ALBUQUERQUE, NEW MEXICO COUNTY, NEW MEXICO



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

[illegible]

COMMON MISTAKES

National Survey & Engineering



Telephone 800-778-1234
Facsimile 800-778-7529

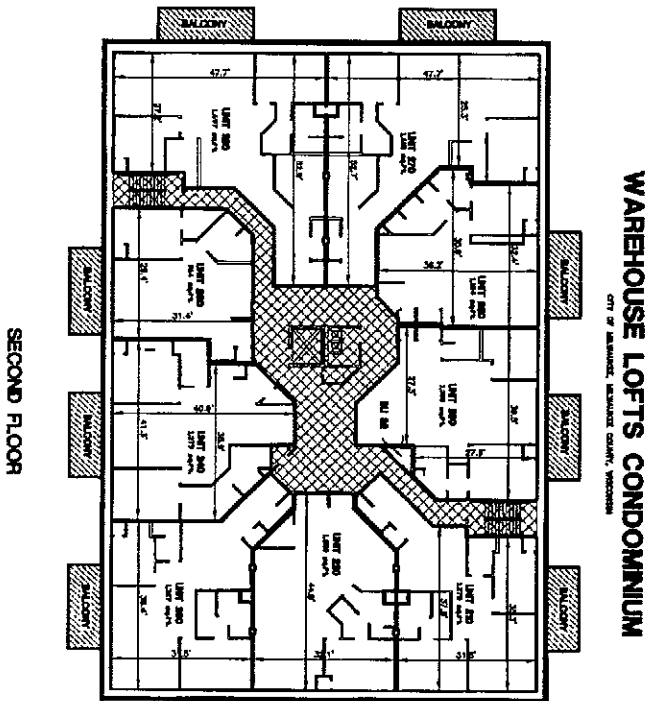
Telephone 800-778-1223
Facsimile 800-778-7529

Telephone 800-778-1223
Facsimile 800-778-7529

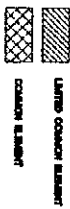
Telephone 800-778-1234
Facsimile 800-778-7529

Telephone 800-778-1234
Fax 800-778-1234

REEL 5606 IMAGE 2259

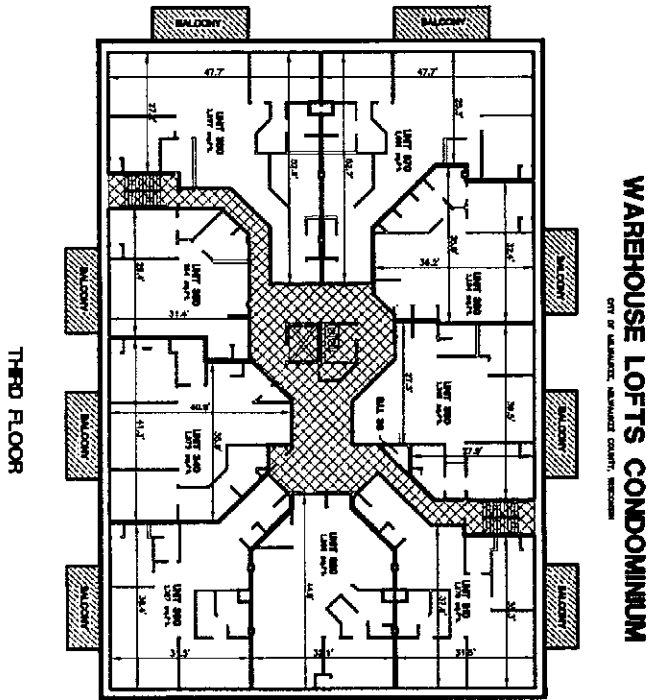


- NOTES:**
1. THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM OTHER THAN THOSE AREAS DESIGNATED AS RESIDENTIAL UNITS OR LIMITED COMMON ELEMENTS.
 2. S.U. DENOTES A STORAGE UNIT.



National Survey & Engineering
 1000 N. National Ave.
 Manassas, VA 20108
 Phone: 703-791-7000
 Fax: 703-791-7001
 Email: info@ns-engineering.com
 Website: www.ns-engineering.com

REEL 5606 IMAGE 2260



- NOTES:**
1. THE COMMON ELEMENTS CONSIST OF THE DRIVE, COMMON CORRIDOR, STAIRS, ELEVATORS, LOBBY, ENTRY, REAR PORCH, TERRACE, UNIT, COMMON ELEMENTS, UNIT, STORAGE UNIT OR LIMITED COMMON ELEMENTS.
 2. S.U. DENOTES A STORAGE UNIT.



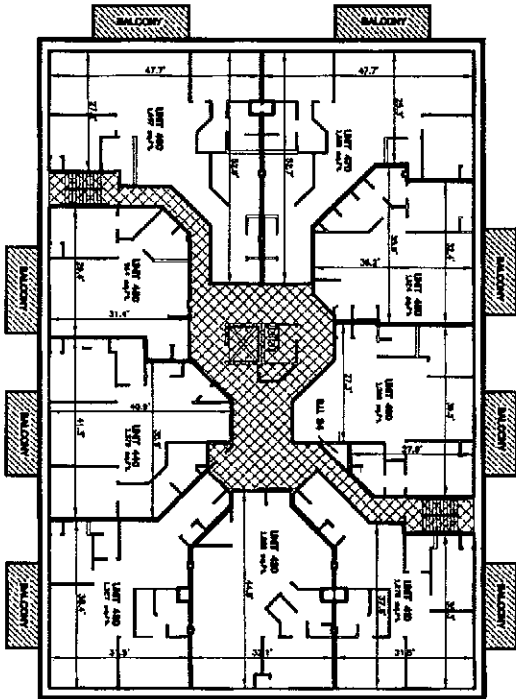
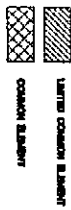
REEL 5606

IMAGE 2261

WAREHOUSE LOFTS CONDOMINIUM

CITY OF INDIANAPOLIS, INDIANA COUNTY, INDIANA

FOURTH FLOOR



- NOTES:
1. THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM OTHER THAN THOSE UNITS, COMMON AREAS, COMMON ELEMENTS, COMMON AREAS, PARKING UNITS, STORAGE UNIT OR LIMITED COMMON ELEMENTS.
 2. S.U. DENOTES A STORAGE UNIT.

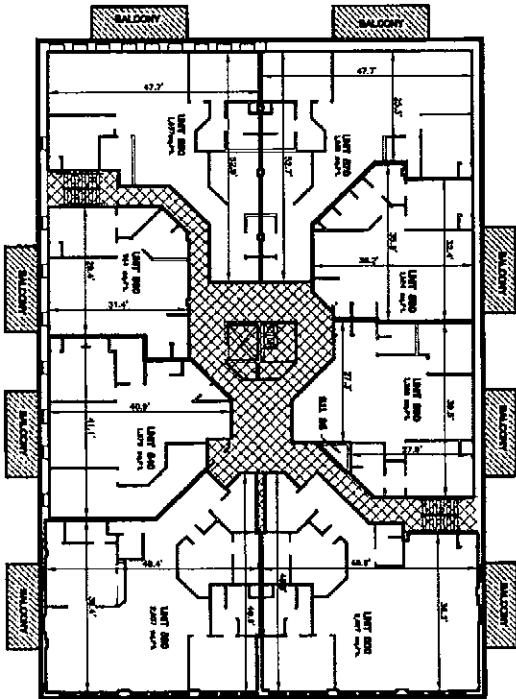


REEL 5606

IMAGE 2262

WAREHOUSE LOFTS CONDOMINIUM
CITY OF ANNARBOR, MICHIGAN COUNTY, WOODHURST

CITY OF CLINTON, MISSISSIPPI COUNTY, MISSOURI



LIMITED COORDINATION ELEMENT

COORDINATION ELEMENT

COLLECTION UNIVERSITY

NOTES:

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

2. S.U. DENOTES A STORAGE UNIT.

2.5U. DEDOTES A STORAGE UNIT,

National Survey & Engineering

Telephone: 800-771-1100
Website: 303-777-7373

Telephone: 800-771-1100
Website: 303-777-7373

Telephone: 800-771-1100
Website: 303-777-7373

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Website: 303-777-7373



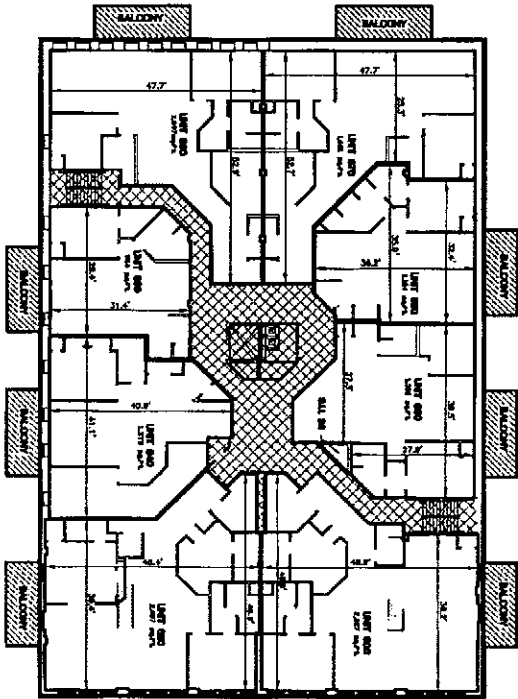
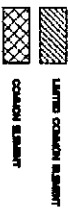
REEL 5606

IMAGE 2263

WAREHOUSE LOFTS CONDOMINIUM

CITY OF MANASSAS, MANASSAS COUNTY, VIRGINIA

SIXTH FLOOR



NOTES:
1. THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM OTHER THAN THOSE AREAS DESIGNATED AS RESIDENTIAL UNITS, COMMON AREAS, AND STORAGE UNITS OR LIMITED COMMON ELEMENTS.
2. S.U. DENOTES A STORAGE UNIT.

National Survey & Engineering

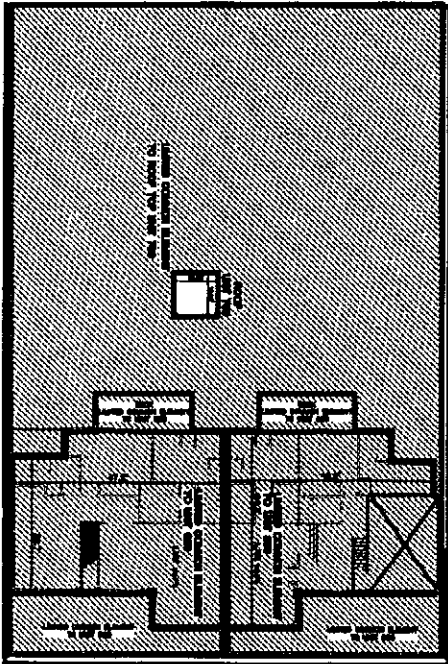


REEL 5606

IMAGE 2264

WAREHOUSE LOFTS CONDOMINIUM

CITY OF ALABAMA, BARBoursVILLE, ALABAMA



ROOF TOP



NOTES:
1. COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM OTHER THAN THOSE AREAS DESIGNATED AS RESIDENTIAL UNITS, COMMERCIAL UNITS, PARKING UNITS, STORAGE UNITS OR LIMITED COMMON ELEMENTS.
2. S.H. DENOTES A STORAGE UNIT.

National Survey & Engineering

7000 Highway 100
Birmingham, AL 35243
Phone: 205-991-7777
Fax: 205-991-7778
Email: info@nsurvey.com
Web: www.nsurvey.com



REEL

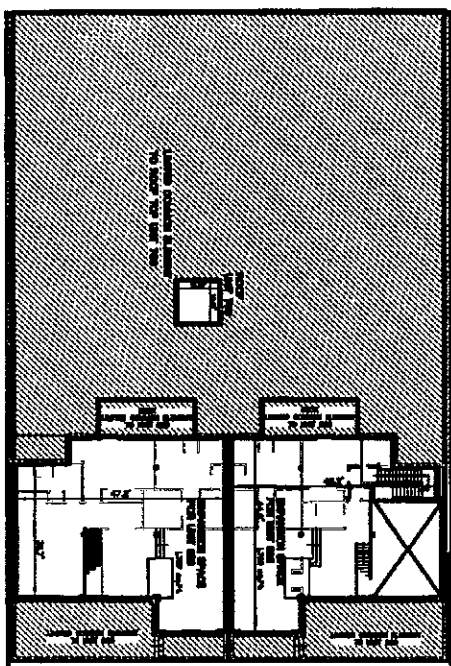
5606

IMAGE

2265

WAREHOUSE LOFTS CONDOMINIUM

CITY OF WILMINGTON, DELAWARE COUNTY, DELAWARE



EXPANSION SPACE



NOTES:

1. THE COMMON ELEMENTS, CONSIST OF THE ENTIRE COMMONALTY OTHER THAN THOSE AREAS DESIGNATED AS RESIDENTIAL UNITS, COMMERCIAL UNITS, PARKING UNITS, STORAGE UNIT OR LIMITED COMMON ELEMENTS.

2. S.U. DENOTES A STORAGE UNIT.

National Survey & Engineering

Transportation 288-781-1000
Reservations 288-787-7333

1974-75. *Manuscript No.*
1210-1211

Figure 1

1. Introduction

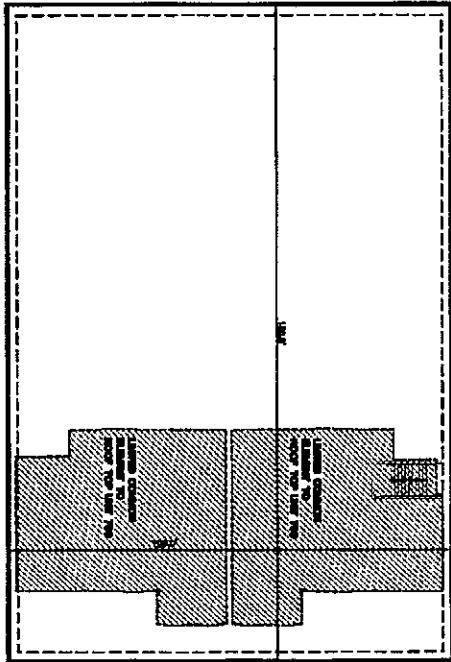
2000

REEL 5606

IMAGE 2266

WAREHOUSE LOFTS CONDOMINIUM

CITY OF BIRMINGHAM, ALABAMA COUNTY, BIRMINGHAM



UPPER ROOF OF EXPANSION SPACE



NOTES:
1. THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM OTHER THAN THOSE AREAS DESIGNATED AS RESIDENTIAL UNITS, COMMON ELEMENTS, LIMITED COMMON ELEMENTS OR LIMITED COMMON ELEMENTS.
2. S.U. DENOTES A STORAGE UNIT.



Exhibit "C"
Identification and Designation of Units and Interests

<u>Unit Number</u>	<u>Unit Address</u>	<u>Appurtenant Interest (Percentage)</u>
Unit 100	Unit 100, 413 North 2 nd Street Milwaukee, Wisconsin 53203	.89%
Unit 125	Unit 125, 413 North 2 nd Street Milwaukee, Wisconsin 53203	2.89%
Unit 150 PLUS LOFT AREA	Unit 150, 413 North 2 nd Street Milwaukee, Wisconsin 53203	5.30%
Unit 160	Unit 160, 413 North 2 nd Street Milwaukee, Wisconsin 53203	.40%
Unit 175	Unit 175, 413 North 2 nd Street Milwaukee, Wisconsin 53203	.55%
Unit 180 PLUS LOFT AREA	Unit 180, 413 North 2 nd Street Milwaukee, Wisconsin 53203	2.60%
Unit 210	Unit 210, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.84%
Unit 220	Unit 220, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.84%
Unit 230	Unit 230, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.91%
Unit 240	Unit 240, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.98%
Unit 250	Unit 250, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.40%
Unit 260	Unit 260, 413 North 2 nd Street Milwaukee, Wisconsin 53203	2.44%

REEL 5606
IMAGE 2267

<u>Unit Number</u>	<u>Unit Address</u>	<u>Appurtenant Interest (Percentage)</u>
Unit 270	Unit 270, 413 North 2 nd Street Milwaukee, Wisconsin 53203	2.42%
Unit 280	Unit 280, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.62%
Unit 290	Unit 290, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.88%
Unit 310	Unit 310, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.84%
Unit 320	Unit 320, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.84%
Unit 330	Unit 330, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.91%
Unit 340	Unit 340, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.98%
Unit 350	Unit 350, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.40%
Unit 360	Unit 360, 413 North 2 nd Street Milwaukee, Wisconsin 53203	2.44%
Unit 370	Unit 370, 413 North 2 nd Street Milwaukee, Wisconsin 53203	2.42%
Unit 380	Unit 380, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.62%
Unit 390	Unit 390, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.88%

REEL 5606
IMAGE 2268

<u>Unit Number</u>	<u>Unit Address</u>	<u>Appurtenant Interest (Percentage)</u>
Unit 410	Unit 410, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.84%
Unit 420	Unit 420, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.84%
Unit 430	Unit 430, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.91%
Unit 440	Unit 440, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.98%
Unit 450	Unit 450, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.40%
Unit 460	Unit 460, 413 North 2 nd Street Milwaukee, Wisconsin 53203	2.44%
Unit 470	Unit 470, 413 North 2 nd Street Milwaukee, Wisconsin 53203	2.42%
Unit 480	Unit 480, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.62%
Unit 490	Unit 490, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.88%
Unit 500	Unit 500, 413 North 2 nd Street Milwaukee, Wisconsin 53203	2.92%
Unit 520	Unit 520, 413 North 2 nd Street Milwaukee, Wisconsin 53203	2.96%
Unit 540	Unit 540, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.98%
Unit 550	Unit 550, 413 North 2 nd Street Milwaukee, Wisconsin 53203	2.44%
Unit 560	Unit 560, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.40%

REEL

5606

IMAGE

2269

<u>Unit Number</u>	<u>Unit Address</u>	<u>Appurtenant Interest (Percentage)</u>
Unit 570	Unit 570, 413 North 2 nd Street Milwaukee, Wisconsin 53203	2.42%
Unit 580	Unit 580, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.62%
Unit 590	Unit 590, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.88%
Unit 600	Unit 600, 413 North 2 nd Street Milwaukee, Wisconsin 53203	2.92%
Unit 620	Unit 620, 413 North 2 nd Street Milwaukee, Wisconsin 53203	2.96%
Unit 640	Unit 640, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.98%
Unit 650	Unit 650, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.40%
Unit 660	Unit 660, 413 North 2 nd Street Milwaukee, Wisconsin 53203	2.44%
Unit 670	Unit 670, 413 North 2 nd Street Milwaukee, Wisconsin 53203	2.42%
Unit 680	Unit 680, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.62%
Unit 690	Unit 690, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.88%
Roof Unit 700	Unit 700, 413 North 2 nd Street Milwaukee, Wisconsin 53203	.145%

REEL

5606

IMAGE

2270

Exhibit "D"

Legal Description of Expansion Space

The public alleyways adjoining the Property on the east and north property lines thereof, if
vacated.

REEL

5606

IMAGE

2271

Exhibit "E"
Changes in Identification/Designation of Units
and Interests After Expansion

<u>Unit Number</u>	<u>Unit Address</u>	<u>Appurtenant Interest (Percentage)</u>
Unit 100	Unit 100, 413 North 2 nd Street Milwaukee, Wisconsin 53203	.85%
Unit 125	Unit 125, 413 North 2 nd Street Milwaukee, Wisconsin 53203	2.75%
Unit 150 PLUS LOFT AREA	Unit 150, 413 North 2 nd Street Milwaukee, Wisconsin 53203	5.05%
Unit 160	Unit 160, 413 North 2 nd Street Milwaukee, Wisconsin 53203	.38%
Unit 175	Unit 175, 413 North 2 nd Street Milwaukee, Wisconsin 53203	.53%
Unit 180 PLUS LOFT AREA	Unit 180, 413 North 2 nd Street Milwaukee, Wisconsin 53203	2.47%
Unit 210	Unit 210, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.75%
Unit 220	Unit 220, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.75%
Unit 230	Unit 230, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.82%
Unit 240	Unit 240, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.89%
Unit 250	Unit 250, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.32%
Unit 260	Unit 260, 413 North 2 nd Street Milwaukee, Wisconsin 53203	2.32%

REEL 5606

IMAGE 2272

<u>Unit Number</u>	<u>Unit Address</u>	<u>Appurtenant Interest (Percentage)</u>
Unit 270	Unit 270, 413 North 2 nd Street Milwaukee, Wisconsin 53203	2.30%
Unit 280	Unit 280, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.54%
Unit 290	Unit 290, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.79%
Unit 310	Unit 310, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.75%
Unit 320	Unit 320, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.75%
Unit 330	Unit 330, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.82%
Unit 340	Unit 340, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.89%
Unit 350	Unit 350, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.32%
Unit 360	Unit 360, 413 North 2 nd Street Milwaukee, Wisconsin 53203	2.32%
Unit 370	Unit 370, 413 North 2 nd Street Milwaukee, Wisconsin 53203	2.30%
Unit 380	Unit 380, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.54%
Unit 390	Unit 390, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.79%

REEL 5606
IMAGE 2273

<u>Unit Number</u>	<u>Unit Address</u>	<u>Appurtenant Interest (Percentage)</u>
Unit 410	Unit 410, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.75%
Unit 420	Unit 420, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.75%
Unit 430	Unit 430, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.82%
Unit 440	Unit 440, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.89%
Unit 450	Unit 450, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.32%
Unit 460	Unit 460, 413 North 2 nd Street Milwaukee, Wisconsin 53203	2.32%
Unit 470	Unit 470, 413 North 2 nd Street Milwaukee, Wisconsin 53203	2.30%
Unit 480	Unit 480, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.54%
Unit 490	Unit 490, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.79%
Unit 500	Unit 500, 413 North 2 nd Street Milwaukee, Wisconsin 53203	2.77%
Unit 520	Unit 520, 413 North 2 nd Street Milwaukee, Wisconsin 53203	2.82%
Unit 540	Unit 540, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.89%
Unit 550	Unit 550, 413 North 2 nd Street Milwaukee, Wisconsin 53203	2.32%
Unit 560	Unit 560, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.32%

REEL 5606
IMAGE 2274

<u>Unit Number</u>	<u>Unit Address</u>	<u>Appurtenant Interest (Percentage)</u>
Unit 570	Unit 570, 413 North 2 nd Street Milwaukee, Wisconsin 53203	2.30%
Unit 580	Unit 580, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.54%
Unit 590	Unit 590, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.79%
Unit 600 (TWO FLOORS)	Unit 600, 413 North 2 nd Street Milwaukee, Wisconsin 53203	5.22%
Unit 620 (TWO FLOORS)	Unit 620, 413 North 2 nd Street Milwaukee, Wisconsin 53203	5.26%
Unit 640	Unit 640, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.89%
Unit 650	Unit 650, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.32%
Unit 660	Unit 660, 413 North 2 nd Street Milwaukee, Wisconsin 53203	2.32%
Unit 670	Unit 670, 413 North 2 nd Street Milwaukee, Wisconsin 53203	2.30%
Unit 680	Unit 680, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.54%
Unit 690	Unit 690, 413 North 2 nd Street Milwaukee, Wisconsin 53203	1.79%
Roof Unit 700	Unit 700, 413 North 2 nd Street Milwaukee, Wisconsin 53203	.140%

REEL 5606
IMAGE 2275

Exhibit "F"

Prohibited Uses of Commercial Units on First Floor of Building

No use shall be permitted in any Commercial Unit on the first floor of the Building which is inconsistent with the operation of a first class mixed use condominium or which is not in compliance with applicable laws, ordinances, rules and regulations. Without limiting the generality of the foregoing, the following uses shall not be permitted:

(A) Any use which emits an obnoxious odor, noise, or sound which can be heard or smelled outside of any Unit;

(B) Any operation primarily used as a storage warehouse operation and any assembling, manufacturing, distilling or industrial operation;

(C) Any retail store including, without limitation, a pharmacy;

(D) Any central laundry, dry cleaning plant, or laundromat; provided, however, this prohibition shall not be applicable to drop off/pick up facilities for the ultimate consumer;

(E) Any movie theater or live performance theater;

(F) Any residential use, including but not limited to any form of living quarters, sleeping apartments, or lodging rooms;

(G) Any medical, dental or veterinary facilities;

(H) Any establishment selling or exhibiting pornographic materials or drug-related paraphernalia or tattoo or massage parlors;

(I) Any bar, tavern, restaurant or other establishment selling food or intoxicating beverages for on or off site consumption or providing live entertainment of any kind; or

(J) Any amusement or video arcade, pool or billiard hall, dance hall, gentlemen's club, gambling facility or operation, including but not limited to off-track or sports betting parlor; table games such as black-jack or poker; slot machines, video poker/black-jack/keno machines or similar devices or bingo hall.

Second Property, LLC

413 N. Second Street
Suite 100
Milwaukee, WI 53203
414-273-LOFT (5638)
414-273-7627 – FAX

February 8, 2009

To: The Owners of **The Warehouse Lofts**

Re: Proposed changes to our Condo Docs.

While we encourage you to closely read the attached amendments to be recorded, we thought it might be helpful to provide sort of an "Executive Summary" to you.

These are the first set of changes since the inception of The Warehouse Lofts Condominium Association.

The two major changes are to make the Docs accurately reflect the outside parking lots, (changes were made initially, and more recently because of the highway construction), and to convert the three large first floor commercial spaces into residential condo units.

Second Property LLC had a new survey done at its cost in order to show the now existing outside parking configuration. The new survey is included in the amendment.

The total number of condo units will increase as a result of converting 3 commercial units into 8 residential but there will be no impact whatsoever on your percentage of the building or on your condo dues. The new units just subdivide the previous units. The only change you will notice inside will be some relocation of door and artwork locations on the south wall of the lobby. Anything new will match our existing. The units will be built out to the same standards of the rest of our building. Because there will not be commercial tenants, employees or customers in those areas, we will be able to improve building security by keeping the front doors locked except during our office hours. Outside, we will be adding windows on the south wall up at the first floor loft level. The new windows will match our existing exactly, and in fact were removed from the building when we installed the balcony doors. We will replace the old plate glass first floor front windows with historically correct windows matching those we installed on the second and upper floors. We believe this will improve the look of the front of the building. All of the physical changes will be paid for by Second Property LLC, none by the condo assn.

We are removing the language that allowed owners of Soapworks to use the gym and party rooms, providing for a dedicated handicapped parking space per code, and extending the timeframe for the proposed 7th floor expansion of units 600 and 620. The roof space is a separate owned condo unit, and the area that may be used for expansion has always been part of units 600 and 620. There never has been any common area on the roof.

Should those units be expanded they would pay additional condo fees based on the then increased square footage.

Please feel free to give Jeff, Ron or Kim a call if you have any questions or would like to discuss any of the proposed changes. We hope to see you at the meeting. Thanks

NOTICE OF ANNUAL MEETING AND PROPOSED AMENDMENTS TO THE CONDOMINIUM DECLARATION

At the annual meeting of the Warehouse Lofts Condominium Association Inc. (the Association) to be held on February 10th at 7pm, the following proposed amendments to the Condominium Declaration of Conditions, Covenants, Restrictions and Easements for Warehouse Lofts Condominiums (the Declaration) and consent resolution) shall be voted on by the members of the Association eligible to vote. If passed the amendment will be recorded and become part of the Declaration.

The proposed amendment and resolution are attached. Please note that one of the proposals deletes the following language from section 23.2 of the Declaration: "Unless two-thirds of the Mortgagees (based on one vote for each mortgage held)". Please make your mortgage holder aware of this proposed change prior to the meeting.

The Warehouse Lofts Condominium Association, Inc (the Association) hereby adopts the following as an Amendment to the Condominium Declaration of Conditions, Covenants, Restrictions and Easements for Warehouse Lofts Condominiums (the Declaration), effective as of the date of their adoption:

- (1) Page 10, Section 4 **amend** *The Building contains a total of fifty (50) Units. There are six (6) Commercial Units located on the first floor of the Building and one (1) Commercial Unit located on the roof of the Building (herein "Roof Unit 700"), all as more specifically set forth on the Plat .* **to** The Building contains a total of fifty (55) Units. There are three (3) Commercial Units located on the first floor of the Building and one (1) Commercial Unit located on the roof of the Building (herein "Roof Unit 700"), all as more specifically set forth on the Plat. There are eight (8) Residential units on the first floor.
- (2) Page 11, Section 4 **amend** *There are thirty-one (31) indoor Parking Units in the underground portions of the Building and forty-three (43) outdoor surface Parking Units.* **to** There are thirty-one (31) indoor Parking Units in the underground portions of the Building and forty-six (46) outdoor surface Parking Units
- (3) Page 13, Section 4 **amend** *The Restricted Common Elements consist of such areas as utility rooms for electrical and mechanical equipment and the like, storage spaces for maintenance and janitorial equipment and supplies used by the Association and areas for providing security services for the Building.* **to** The Restricted Common Elements consist of such areas as utility rooms for electrical and mechanical equipment and the like, storage spaces for maintenance and janitorial equipment and supplies used by the Association and areas for providing security services for the Building and public parking spaces and one handicapped parking space.
- (4) Page 15, Section 9.1(ii) **amend** *residential use on floors two through six (including the roof top second floors of Residential Units 600 and 620 if constructed).* **to** residential use on floors one through six (including the roof top second floors of Residential Units 600 and 620 if constructed). **delete** The Association may permit (in the form of a revocable, nonassignable license) the Unit Owners of the Soap Works Condominium, which is adjacent to the Condominium, access to and use of the fitness center and party room located in the Common Elements of the Condominium, with or without charge.

- (5) Page 22, Section 11.4 **amend** *Notwithstanding any other provisions herein contained, the Declarant, its successors and assigns, shall have the right, at its option, to appoint and remove the Directors and officers of the Association and to exercise the powers and responsibilities otherwise assigned by this Declaration or the Act to the Association, its Board or officers until the earlier of thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element Interest to purchasers or ten (10) years from the date the first Unit is conveyed by the Declarant to anyone other than the Declarant or its successors and assigns under Section 34 of this Declaration.* **to** *Notwithstanding any other provisions herein contained, the Declarant, its successors and assigns, shall have the right, at its option, to appoint and remove the Directors and officers of the Association and to exercise the powers and responsibilities otherwise assigned by this Declaration or the Act to the Association, its Board or officers until the earlier of thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element Interest to purchasers or Twenty (20) years from the date the first Unit is conveyed by the Declarant to anyone other than the Declarant or its successors and assigns under Section 34 of this Declaration.*
- (6) Page 34, Section 22.1 **amend** *Interior Parking Units identified as parking units 1-31, inclusive and exterior, surface Parking Units identified as Parking Units 101-124, inclusive, and 201-219, inclusive, (as shown on Exhibit "B") are available to be conveyed by the Declarant as Limited Common Elements, but such Parking Units have not yet been designated by the Declarant as appurtenant to particular Units.* **to** *Interior Parking Units and Exterior Surface Parking Units, (as shown in the amended Exhibit B) are assigned as set forth in the amended Exhibit B attached hereto. Parking spaces not designated in the amended Exhibit B are available to be conveyed by the Declarant as Limited Common Elements, but such Parking Units have not yet been designated by Declarant as appurtenant to particular Units.*
- (7) Pages 35, Section 22.1 delete *Unit owners of Commercial Units may provide only outdoor surface parking to employees, customers and suppliers.*
- (8) Page 38, Section 23.2 **amend** *Unless two-thirds of the Mortgagees (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 Act the Association shall not:* **to** *Unless 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 Act Association shall not:*

- (9) Page 39, Section 24.1 **amend Right to Expand**. *In addition to the alleyways described in paragraph 22.4herein, the Declarant also reserves the right to expand the Condominium, without the consent or approval of any Unit Owner other than the Unit Owners of Units 600 and 620, at any time and from time to time on or prior to the expiration of ten (10) years from the date of recording of this Declaration, by subjecting all or any portion of the Expansion Space, which currently comprises Limited Common Element appurtenant to Units 600 and 620, to this Declaration.* **to Right to Expand**. In addition to the alleyways described in paragraph 22.4herein, the Declarant also reserves the right to expand the Condominium, without the consent or approval of any Unit Owner other than the Unit Owners of Units 600 and 620, at any time and from time to time on or prior to the expiration of twenty (20) years from the date of recording of this Declaration, by subjecting all or any portion of the Expansion Space, which currently comprises Limited Common Element appurtenant to Units 600 and 620 and is set forth in the amended plat of survey attached hereto as Exhibit B
- (10) The attached amended exhibits C and E shall replace the Declaration's original exhibits C and E.
- (11) Exhibit F "Prohibited uses of Commercial Units on First Floor of Building" is **deleted**.

The Association adopts the following resolution:

The Association also hereby approves the Declarant's additions of doors and windows to new units on the first floor of the Condominium.