SECTION 19 --RIGHTS OF ACTION AND NON WAIVER

Section 19.1 Rights of Action.

If any Unit owner fails to comply with this Declaration or the Bylaws or decisions made by the Association, the Association may sue such Unit owner for damages caused by such failure or for injunctive relief. In addition, the Association shall have the enforcement authority contained in the Bylaws of the Association.

Section 19.2 No 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, 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 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 as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed on behalf of the Association.

SECTION 20 --AMENDMENTS TO DECLARATION

Except as otherwise provided by the Act, this Declaration may be amended with the written consent of at least seventy-five percent (75.00%) of the Commercial Unit owners and seventy five percent (75.00%) of the Residential Unit Owners and their respective Permitted Mortgagees (wherein each Unit Owner's percentage vote is determined in accordance with Section 12 hereof). A Unit owner's written consent is not effective unless it is approved by the Permitted Mortgagee of the Unit, if any. An amendment becomes effective when it is recorded in the same manner as this Declaration. A copy of the amendment shall also be mailed or personally delivered to each Unit owner at the address on file with the Association.

SECTION 21 --EMINENT DOMAIN

(a) Whenever any proceeding is instituted that could result in the temporary or permanent taking, injury or destruction of all or part of the Common Elements or one or more Units or parts of Units by the exercise of the power of, or power in the nature of, eminent domain or by an action or conveyance in lieu of condemnation, the Board and each Unit owner shall be entitled to notice. As applicable, the Declarant or the Board shall, and the Unit owners at their respective expenses may, participate in the proceedings.

(b) With respect to Common Elements, any damages or awards will be determined for the taking, injury or destruction as a whole and not for each Unit owner's interest in the Common Elements. After that determination, each Unit owner will be entitled to a share of the

damages in the same proportion as his or her allocable Common Interests. This provision does not prohibit the Board, pursuant to authorization by a majority of all Unit Owners, from restoring the Common Elements so taken on the remaining land or on other acquired land, provided that this Declaration and the Condominium Plats are fully amended.

(c) With respect to one or more Units or parts of Units, the damages or awards will be deposited with the Board, as trustee, even though the damages or awards may be payable to one or more Unit owners. In the event a Unit owner refuses to deposit his or her award with the Board, then at the option of the Board, either a special assessment will be made against the defaulting Unit owner and his or her Unit in the amount of this award or the amount of the award will be set off against the sums made payable to that Unit owner by the provisions below.

(d) In the event the Property is removed from the provisions of the Act pursuant to Sections 15 hereof, the proceeds of the damages or awards will be distributed or used in accordance with the provisions of Section 15.2.

(e) If one or more Units are taken, in whole or in part, and the Property is not removed from the provisions of the Act, the taking will have the following effect:

(1) If the taking reduces the size of a Unit and the remaining portion of the Unit may be made habitable, as determined by the Board, the Unit will be made habitable. If the cost of this work exceeds the amount of the award, the additional funds required will be assessed against the Unit owner. The balance of the award, if any, will be distributed to the mortgagee to the extent of the unpaid balance of its mortgage and the excess, if any, will be distributed to the Unit owner. If there is a balance of the award distributed to the Unit owner or a mortgagee, the Unit owner's percentage of undivided interest in the Common Elements will be equitably reduced. This will be done by recomputing the percentages of undivided interests of all Unit owners in the Common Elements, taking into account the reduction in floor area occasioned by the taking.

(2) If the taking destroys or so reduces the size of a Unit that it cannot be made habitable, as determined by the Board, the award will be distributed to the mortgagee of the Unit to the extent of the unpaid balance of its mortgage and the excess, if any, will be distributed to the Unit owner. The remaining portion of the Unit, if any, will become a part of the Common Elements and will be placed in condition for use by all Unit owners in the manner approved by the Board. The percentages of undivided interests in the Common Elements appurtenant to the Units that continue as part of the Property will be equitably adjusted to distribute the ownership of the Common Elements among the reduced number of Unit owners.

(f) Notwithstanding anything to the contrary in this Declaration, changes in Units, in the Common Elements and in the ownership of the Common Elements that are affected by the taking referred to in this Section 21, will be evidenced by an amendment to this Declaration and the Plat, without the approval of such amendment(s) by the Unit owners.

SECTION 22 -- SALES OR CONVEYANCES

On the sale or conveyance of a Unit, all unpaid amounts owed by a Unit owner to the Association will first be paid out of the sales price; provided, however, that if these unpaid amounts are not paid or collected at the time of a sale or conveyance of a Unit, the grantee of the Unit will be jointly and severally liable with the selling Unit owner for all unpaid assessments against the selling Unit owner to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the selling Unit owner the amounts paid by the grantee. Any Person who has entered into a written agreement to purchase a Unit will be entitled, on written request, to a statement from the Board setting forth all such unpaid amounts against the selling Unit owner and that grantee will not be liable for, nor will the Unit conveyed be subject to, a lien for any unpaid amounts owed to the Association by the selling Unit owner in excess of the amount set forth in the statement; provided, however, that the former Unit owner will remain liable for all unpaid amounts.

SECTION 23 --NOTICES

All notices and other documents required to be given by this Declaration shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the Agent specified for receipt of process herein. All owners shall provide the Secretary of the Association with an address for the mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

SECTION 24 --RESIDENT AGENT

The resident agent for the Condominium shall be Scott C. Fergus, whose address is 259 West Broadway, Suite 100, Waukesha, WI 53186. The name or address of the resident agent may be changed in accordance with the Act, as may be amended from time to time.

SECTION 25 --MORTGAGEE RIGHTS

The holder, insurer or guarantor of any first mortgage or land contract upon a Unit in the Condominium ("Permitted Mortgagee"), upon the submission of a written request to the Association delivered to the resident agent, shall be entitled to receive written notice from the Association of the following matters:

(a) Any default or delinquency in the performance by the individual Unit owner who is the Permitted Mortgagee's mortgagor as to any obligation under the Condominium documents, which default or delinquency is not cured within thirty (30) days after written notice of said default or delinquency by the Association to the said mortgagor;

(b) The call of any meeting of the membership of the Board to be held for the purpose of considering any proposed amendment to the Declaration, the Articles of Incorporation of the Association, or the Bylaws of the Association in any material respect. A change to any of the following is considered material hereunder:

(1) voting rights;

(2) assessments, assessment liens, or the priority of assessment liens;

(3) reserves for maintenance and repairs;

(4) responsibility for maintenance and repairs;

(5) reallocation of interests in the Common or Limited Common Elements;

(6) redefinition of any Unit boundaries;

(7) expansion or contraction of the Condominium, or the addition, annexation or withdrawal of Property to or from the same;

(8) insurance or fidelity bond:

(9) imposition of any restrictions on a Unit owner's right to sell or transfer his or her Unit;

(10) restoration or repair of the Condominium after a hazard damage or partial condemnation in a manner other than that specified in the Declaration;

(11) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or

(12) any provisions contained in this Declaration that expressly benefit mortgage holders, insurers or guarantors.

(c) Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing its mortgage, at such time as such condemnation or casualty loss is made known to the Association.

(d) A lapse, cancellation or material modification in any insurance policy or fidelity bond maintained by the Association.

(e) Any proposed action that requires the consent of a specified percentage of Permitted Mortgagees.

(f) To be entitled to receive notification as provided for herein, the Permitted Mortgagee must send a written request to the resident agent of the Association, stating its name, address and the Unit number or address on which it has a mortgage, insurance policy or guaranty. The

Permitted Mortgagee shall pay the Association the Association's costs of obtaining, compiling and furnishing the information.

SECTION 26 --RIGHT OF ENTRY

The Declarant, for itself and its successors and assigns, reserves the right of entry to each Unit by itself or its agents or any person authorized by the Declarant or Association to make installations, alteration or repairs, upon prior request and at times convenient for the owner or occupant thereof; provided, however, that in case of emergency, entry of the Unit may be made immediately, whether the owner or occupant of the Unit is or is not present and without liability to the Declarant, Association or their agents.

SECTION 27 --REQUIREMENTS OF CERTAIN FEDERAL AGENCIES

If any Unit is subject to a mortgage owned or guaranteed under Freddie Mac, Fannie Mae, HUD or VA regulations, then the Condominium created hereunder may not be amended in a manner that would be inconsistent with regulations as may be amended from time promulgated by the aforementioned entities.

SECTION 28 --CONSTRUCTION AND EFFECT

Section 28.1 Number and Gender.

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

Section 28.2 Captions.

Captions and other headings contained herein are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Declaration or any provision hereof.

Section 28.3 Successors and Assigns.

All rights and benefits reserved or covenanted in favor of the Declarant under this Declaration shall inure to the benefit of and be binding upon its successors and assigns.

Section 28.4 Severability.

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

Section 28.5 Deemed Interests.

Wherever in this Declaration a specified percentage of Unit Owners or Common Element interests is required for any action, decision or diminution of Declarant control or Declarant's rights, Declarant shall be deemed to own all of the Units, less any interests for Units already conveyed at the time of such determination.

Section 28.6 Liberal Construction.

The provisions of any Condominium instruments filed under the Act, amendments thereto, and the Bylaws, shall be liberally construed to facilitate the creation and operation of the Condominium.

Section 28.7 Statutory Rules.

The Condominium instruments, including this Declaration, shall be construed in accordance with section 703.30 of the Act, as may be amended from time to time.

Section 28.8 Incorporation by Reference.

Every exhibit, schedule, and other appendix attached to this Declaration and referred to herein is incorporated in this Declaration by reference unless this Declaration expressly otherwise provides.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Declarant, through its authorized signatory, has caused this document to be executed as of the date first set forth above.

For: 601 EAST OGDEN, LLC

By: ITS MANAGING MEMBER, SCF GROUP, LLC
BY: Scott C. Fergus, Managing Member

State of Wisconsin)
) ss.
County of Waukesha)

The foregoing instrument was acknowledged before me this 3rd day of March, 2005, by Scott C. Fergus, Managing Member of SCF Group, LLC who is personally known by me and executed this document.

NEERA ANAND

Notary Public, State of Wisconsin
My Commission is PERMANENT

This document was drafted by:

Neera Anand, Esq.
259 West Broadway, #100
Waukesha, WI 53186

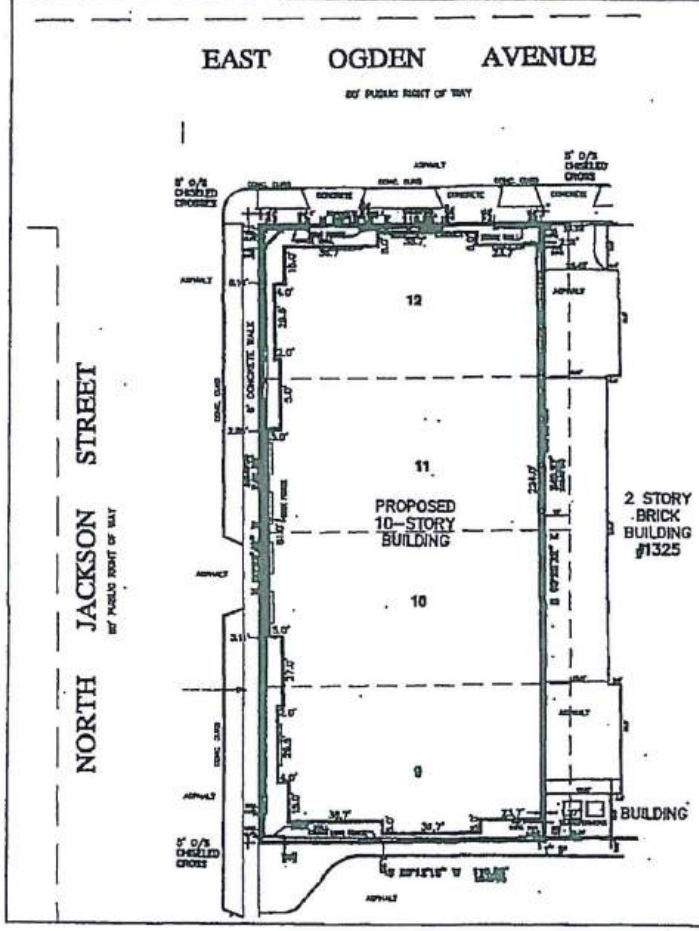
EXHIBIT A --COPY OF CONDOMINIUM PLAT & LEGAL DESCRIPTION

LEGAL DESCRIPTION

Lots Nine (9), Ten (10), Eleven (11) and Twelve (12), excepting therefrom the East Ten (10) feet thereof, in Block One Hundred Twenty-eight (128) in FRACTIONAL WEST 1/2 OF THE SOUTHWEST 1/4 of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

Together with a temporary construction easement as contained in a Maintenance of Set-Back Agreement and Temporary Construction Easement recorded on September 11, 2002 in Reel 5410, Image 3522, as Document No. 8344293.

1b



601 LOFTS CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

KNOWN AS 601 EAST OGDEN AVENUE, CITY OF MILWAUKEE, WISCONSIN

LOTS NINE (9), TEN (10), ELEVEN (11), AND TWELVE (12), EXCEPTING THEREFROM THE EAST TEN (10) FEET THEREOF, IN BLOCK ONE HUNDRED TWENTY-EIGHT (128) IN FRACTIONAL WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION TWENTY-ONE (21), IN TOWNSHIP SEVEN (7) NORTH, RANGE TWENTY-TWO (22) EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.

TOGETHER WITH A TEMPORARY CONSTRUCTION EASEMENT AS CONTAINED IN A MAINTENANCE OF SETBACK AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT RECORDED ON SEPTEMBER 11, 2002 IN REEL 3410, IMAGE 1321, AS DOCUMENT NO. 8340382.

JULY 6, 2004 — 601 EAST OGDEN, LLC — SURVEY NO. 1377-CLM

TAX KEY NO. 392-1325-114-2

LEGEND

IRON PIPE FOUND	SQUARE INLET
IRON PIPE SET	SANITARY MANHOLE
BOLLARD	SANITARY CLEANOUT OR SEPTIC VENT
SIGN	SANITARY INTERCEPTOR MANHOLE
CONTROL BOX	MISCELLANEOUS MANHOLE
TRAFFIC SIGNAL	WATER VALVE
CABLE PEDESTAL	HYDRANT
POWER POLE	WATER MANHOLE
GUY POLE	TELEPHONE MANHOLE
GUY WIRE	TELEPHONE PEDESTAL
LIGHT POLE	MARKED FIBER OPTIC
HANDICAPPED PARKING	GAS VALVE
ELECTRIC MANHOLE	GAS METER
ELECTRIC PEDESTAL	STORM MANHOLE
ELECTRIC METER	ROUND INLET

NOTES:

1. COMMON ELEMENTS ALL AREAS WITHIN THE CONDOMINIUM, EXCEPT THE RESIDENTIAL UNITS, COMMERCIAL UNITS, COMMERCIAL PARKING UNITS AND RESIDENTIAL PARKING UNITS.

2. REFER TO THE ORIGINAL DECLARATION OF CONDOMINIUM OF 601 LOFTS CONDOMINIUMS FOR DEFINITIONS AND DESCRIPTIONS OF GENERAL COMMON ELEMENTS, RESIDENTIAL COMMON ELEMENTS, RESIDENTIAL LIMITED COMMON ELEMENTS, COMMERCIAL COMMON ELEMENTS AND COMMERCIAL LIMITED COMMON ELEMENTS.

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

THIS CONDOMINIUM PLAT IS A CORRECT REPRESENTATION OF 601 LOFTS CONDOMINIUM AS PROPOSED AT THE DATE HEREOF, AND THE IDENTIFICATION AND PROPOSED LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE UNDERSIGNED SURVEYOR MAKES NO CERTIFICATION AS TO THE ACCURACY OF THE DIAGRAMMATIC FLOOR PLANS OF THE CONDOMINIUM BUILDING AND UNITS CONTAINED IN THE PLAT AND THE APPROXIMATE DIMENSIONS AND FLOOR AREAS THEREOF; WHICH DOCUMENTS WERE PROVIDED TO SURVEYOR BY EPPSTEIN UHEN ARCHITECTS.

July 6, 2004

DONALD C. CHAPUT, R.L.S. S-1325 — DONALD C. CHAPUT — DATE

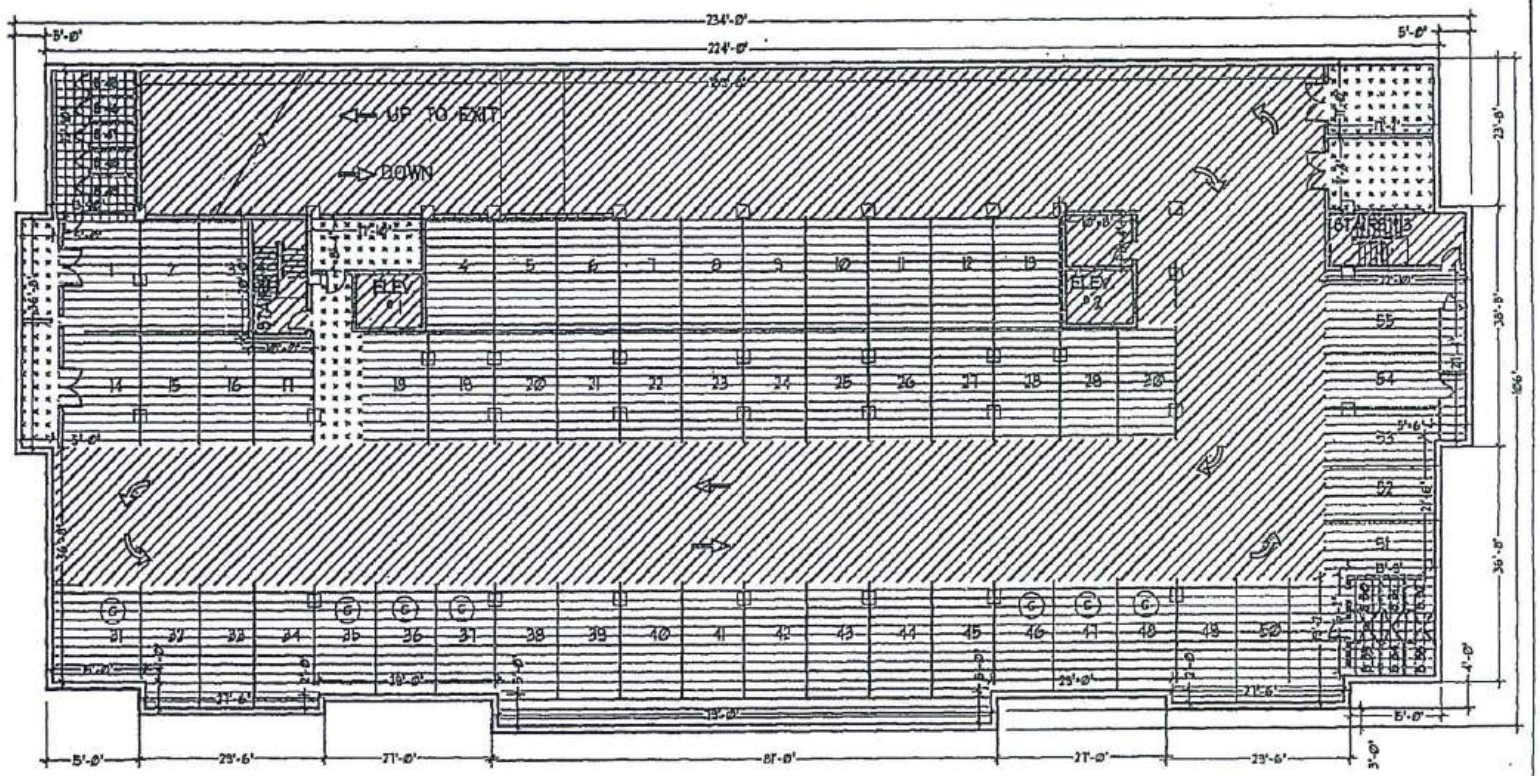
WISCONSIN — DONALD C. CHAPUT — LAND SURVEYOR

National Survey & Engineering

SHEET 1 OF 13

601 LOFTS CONDOMINIUM

CITY OF MILWAUKE, MILWAUKEE COUNTY, WISCONSIN



NOTES:
- AREAS AND DIMENSIONS ARE BASED ON PROPOSED DRAWINGS PROVIDED TO SURVEYOR BY EPSTEIN UHEN ARCHITECTS.
- AREAS AND DIMENSIONS ARE APPROXIMATE.
- AREAS AND DIMENSIONS MAY VARY FROM ACTUAL CONSTRUCTED UNIT SIZES.

GRAPHIC SCALE

7.5 0 3.75 7.5 15 30

(IN FEET)

1 inch = 15 ft.

LEGEND

- GCE – GENERAL COMMON ELEMENTS
- RCE – RESIDENTIAL COMMON ELEMENTS
- RLCE – RESIDENTIAL LIMITED COMMON ELEMENTS
- CCU – COMMERCIAL COMMON ELEMENTS
- RPU – RESIDENTIAL PARKING UNITS
- NU – NON-HATCHED AREAS
- CU – COMMERCIAL UNITS
- CLCE – COMMERCIAL LIMITED COMMON ELEMENTS
- CPU – COMMERCIAL PARKING UNITS
- (C) – ALL "RPUS" & "CPUS" MINIMUM SIZES ARE 8'-0" X 18'-0" UNLESS THEY ARE DESIGNATED WITH A "C" THESE ARE FOR COMPACT CARS 8'-0" X 16'-0"

LOWER LEVEL

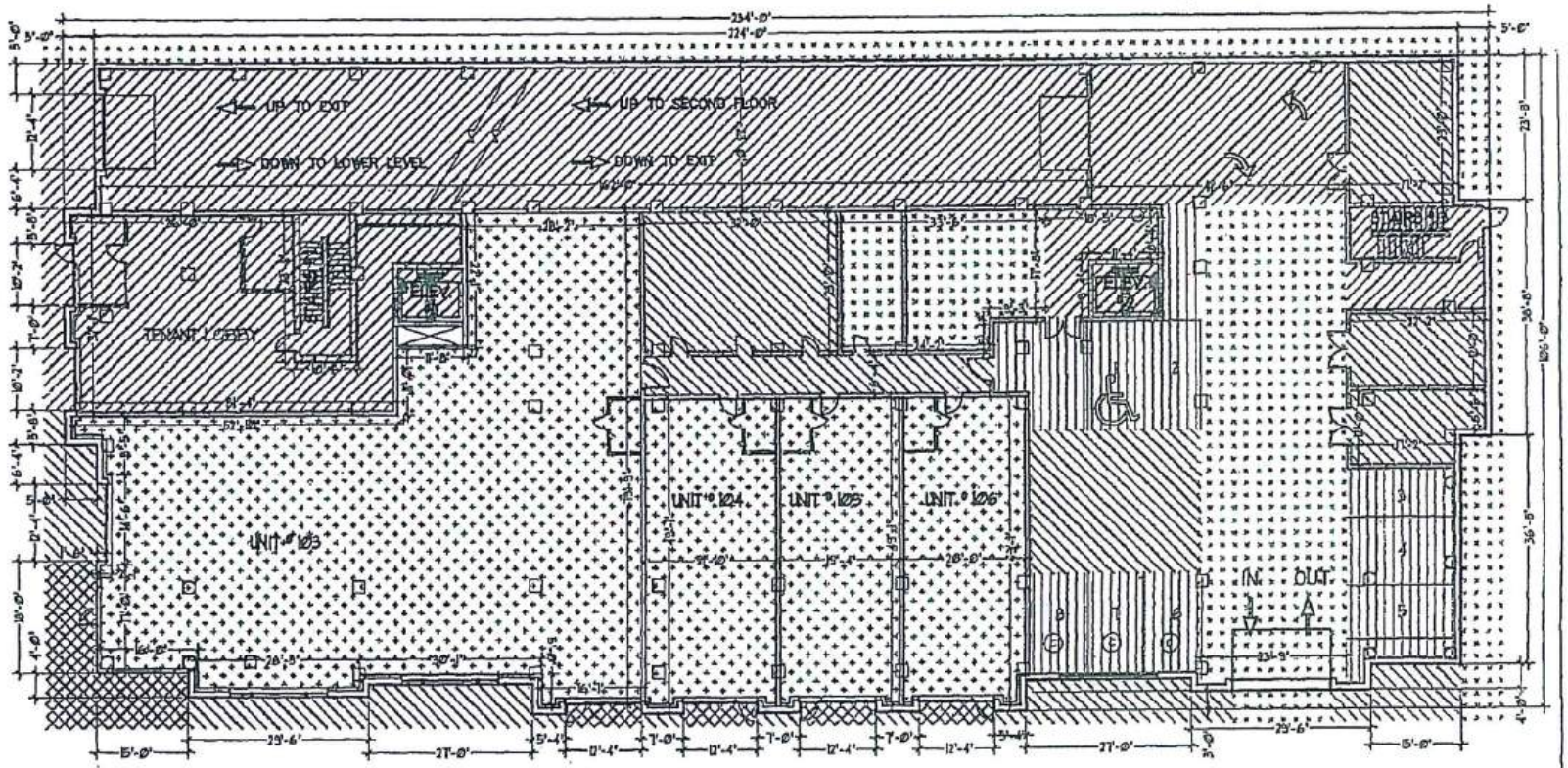
DISCLAIMER: THE LOCATION, FLOOR AREA AND DIMENSIONS OF EACH RESIDENTIAL UNIT COMMERCIAL UNIT, RESIDENTIAL PARKING UNIT, AND/OR COMMERCIAL PARKING UNIT AS DEPICTED ON THIS PLAT ARE APPROXIMATE AND ARE SHOWN FOR DESCRIPTIVE PURPOSES ONLY. SEE SECTION 8 DESCRIPTION OF THE BUILDING FOR ADDITIONAL INFORMATION.

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

SHEET 2 OF 13

601 LOFTS CONDOMINIUM

CITY OF MILWAUKE, MILWAUKEE COUNTY, WISCONSIN



UNIT #	UNIT AREA* (S.F.)
103	5,040
104	1,128
105	993
106	1,020

* UNIT AREA IS APPROXIMATE AND WAS PROVIDED TO SURVEYOR BY EPPSTEIN UHEN ARCHITECTS.

GRAPHIC SCALE

7.5 0 3.75 7.5 15 30

(IN FEET)

1 inch = 15 ft.

LEGEND

- GCE – GENERAL COMMON ELEMENTS
- RCE – RESIDENTIAL COMMON ELEMENTS
- RLCE – RESIDENTIAL LIMITED COMMON ELEMENTS
- CCE – COMMERCIAL COMMON ELEMENTS
- RPU – RESIDENTIAL PARKING UNITS
- RU – NON-HATCHED AREAS
- CU – COMMERCIAL UNITS
- CLCE – COMMERCIAL LIMITED COMMON ELEMENTS
- CPU – COMMERCIAL PARKING UNITS

© – ALL "PRUS" & "CPUS" MINIMUM SIZES ARE 8'-0" X 16'-0" UNLESS THEY ARE DESIGNATED WITH A "C" THESE ARE FOR COMPACT CARS 8'-0" X 16'-0"

FIRST FLOOR

DISCLAIMER: THE LOCATION, FLOOR AREA AND DIMENSIONS OF EACH RESIDENTIAL UNIT COMMERCIAL UNIT, RESIDENTIAL PARKING UNIT, AND/OR COMMERCIAL PARKING UNIT AS DEPICTED ON THIS PLAT ARE APPROXIMATE AND ARE SHOWN FOR DESCRIPTIVE PURPOSES ONLY. SEE SECTION 8 DESCRIPTION OF THE BUILDING FOR ADDITIONAL INFORMATION.

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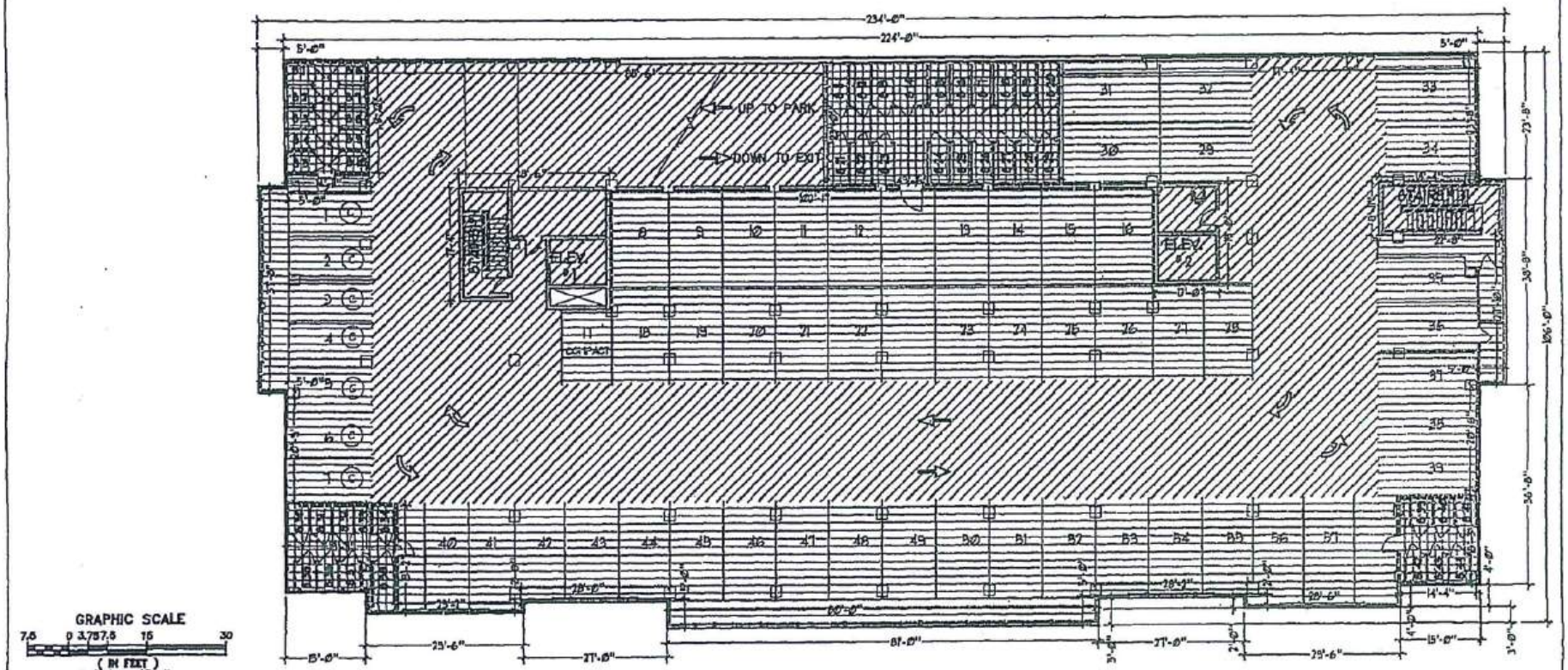
www.nse.com

SHEET 3 OF 13

601 LOFTS CONDOMINIUM

CITY OF MILWAUKE, MILWAUKEE COUNTY, WISCONSIN



SECOND FLOOR

LEGEND

- GCE – GENERAL COMMON ELEMENTS
- RCE – RESIDENTIAL COMMON ELEMENTS
- RLCE – RESIDENTIAL LIMITED COMMON ELEMENTS
- CCU – COMMERCIAL COMMON ELEMENTS
- RPU – RESIDENTIAL PARKING UNITS
- RU – NON-HATCHED AREAS RESIDENTIAL UNITS
- CU – COMMERCIAL UNITS
- CLCE – COMMERCIAL LIMITED COMMON ELEMENTS
- CPU – COMMERCIAL PARKING UNITS
- (C) – ALL "PRUS" & "CPUS" MINIMUM SIZES ARE 8'-0" X 18'-0" UNLESS THEY ARE DESIGNATED WITH A "C" THERE ARE FOR COMPACT CARS 8'-0" X 16'-0"

DISCLAIMER: THE LOCATION, FLOOR AREA AND DIMENSIONS OF EACH RESIDENTIAL UNIT COMMERCIAL UNIT, RESIDENTIAL PARKING UNIT, AND/OR COMMERCIAL PARKING UNIT AS DEPICTED ON THIS PLAT ARE APPROXIMATE AND ARE SHOWN FOR DESCRIPTIVE PURPOSES ONLY. SEE SECTION 6 DESCRIPTION OF THE BUILDING FOR ADDITIONAL INFORMATION.

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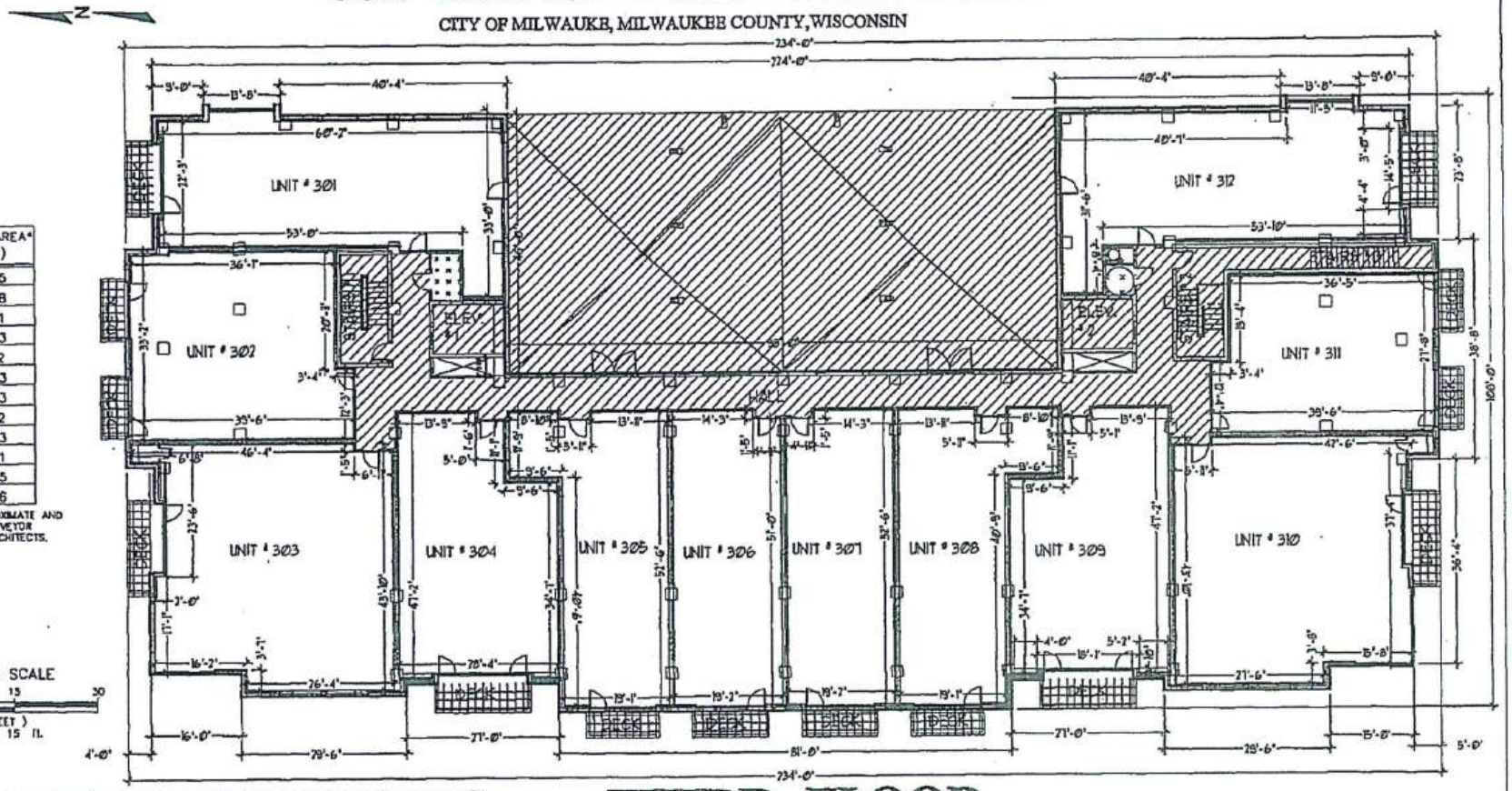
www.rasmith.com

601 LOFTS CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



UNIT #	UNIT AREA* (S.F.)
301	1,525
302	1,298
303	1,861
304	1,273
305	1,172
306	1,053
307	1,053
308	1,172
309	1,273
310	1,851
311	1,095
312	1,536

* UNIT AREA IS APPROXIMATE AND WAS PROVIDED TO SURVEYOR BY EPPSTEIN UHEN ARCHITECTS.

GRAPHIC SCALE

7.5 0 3.737.5 15 30

(IN FEET)

1 inch = 15 ft.

LEGEND

- GCE – GENERAL COMMON ELEMENTS
- RCE – RESIDENTIAL COMMON ELEMENTS
- RLCE – RESIDENTIAL LIMITED COMMON ELEMENTS
- CCU – COMMERCIAL COMMON ELEMENTS
- RPU – RESIDENTIAL PARKING UNITS
- RU – NON-HATCHED AREAS
- CU – COMMERCIAL UNITS
- CLCE – COMMERCIAL LIMITED COMMON ELEMENTS
- CPU – COMMERCIAL PARKING UNITS

Ⓒ – ALL "PRUS" & "CPUS" MINIMUM SIZES ARE 8'-0" X 18'-0" UNLESS THEY ARE DESIGNATED WITH A "C" THESE ARE FOR COMPACT CARS 8'-0" X 16'-0"

THIRD FLOOR

DISCLAIMER: THE LOCATION, FLOOR AREA AND DIMENSIONS OF EACH RESIDENTIAL UNIT COMMERCIAL UNIT, RESIDENTIAL PARKING UNIT, AND/OR COMMERCIAL PARKING UNIT AS DEPICTED ON THIS PLAT ARE APPROXIMATE AND ARE SHOWN FOR DESCRIPTIVE PURPOSES ONLY. SEE SECTION 5 DESCRIPTION OF THE BUILDING FOR ADDITIONAL INFORMATION.

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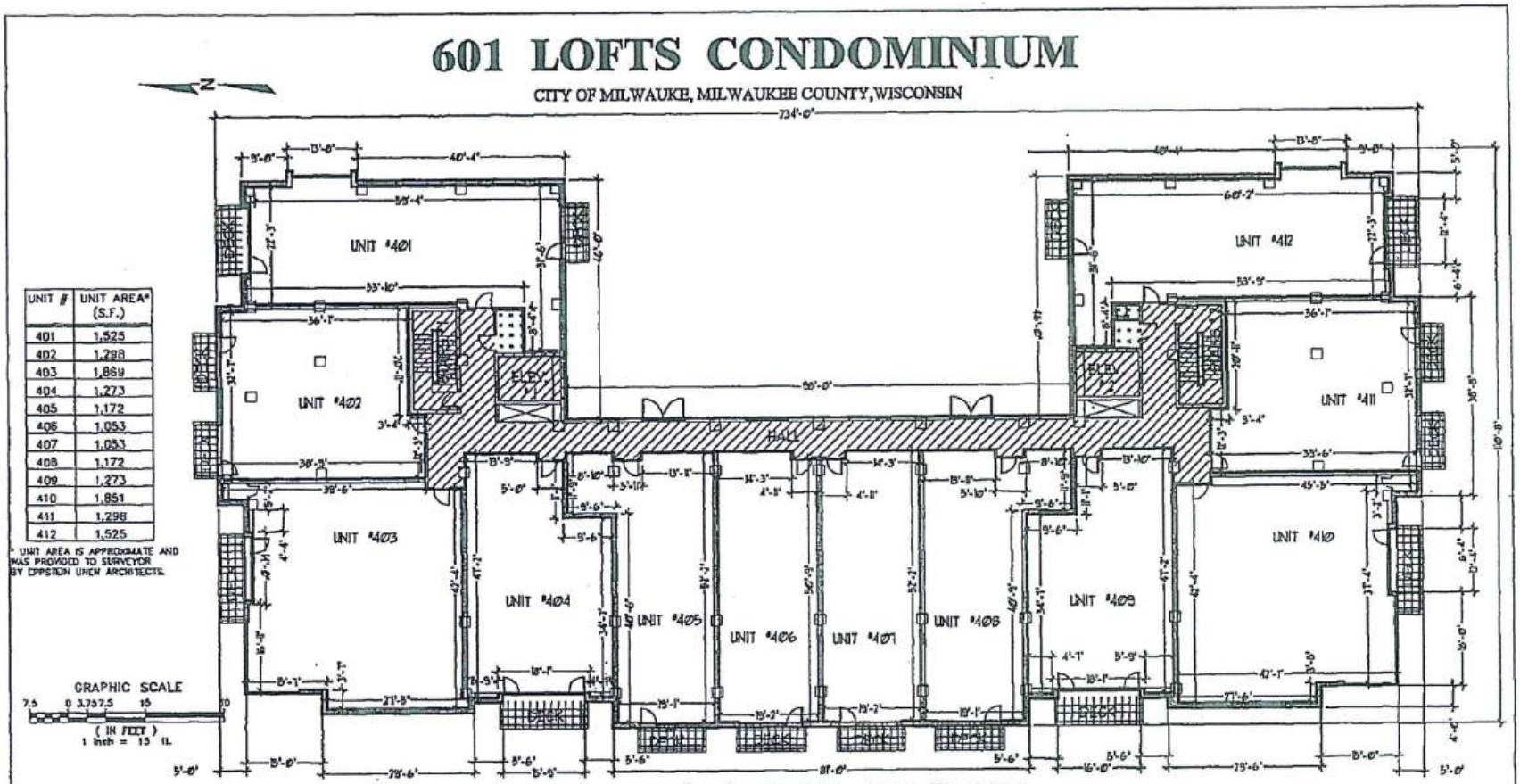
SHEET 5 OF 13

601 LOFTS CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



UNIT #	UNIT AREA* (S.F.)
401	1,525
402	1,288
403	1,869
404	1,273
405	1,172
406	1,053
407	1,053
408	1,172
409	1,273
410	1,851
411	1,298
412	1,525

* UNIT AREA IS APPROXIMATE AND WAS PROVIDED TO SURVEYOR BY EPPSTEIN UHEN ARCHITECTS.

LEGEND

- CCE – CENTRAL COMMON ELEMENTS
- RCE – RESIDENTIAL COMMON ELEMENTS
- RLCE – RESIDENTIAL LIMITED COMMON ELEMENTS
- CCU – COMMERCIAL COMMON ELEMENTS
- RPU – RESIDENTIAL PARKING UNITS
- NU – NON-HATCHED AREAS
- CU – COMMERCIAL UNITS
- CLCE – COMMERCIAL LIMITED COMMON ELEMENTS
- CPU – COMMERCIAL PARKING UNITS

© – ALL "RPUS" & "CPUS" MINIMUM SIZES ARE 9'-0" X 18'-0" UNLESS THEY ARE DESIGNATED WITH A "C" THESE ARE FOR COMPACT CARS 8'-0" X 16'-0"

FOURTH FLOOR

DISCLAIMER: THE LOCATION, FLOOR AREA AND DIMENSIONS OF EACH RESIDENTIAL UNIT COMMERCIAL UNIT, RESIDENTIAL PARKING UNIT, AND/OR COMMERCIAL PARKING UNIT AS DEPICTED ON THIS PLAT ARE APPROXIMATE AND ARE SHOWN FOR DESCRIPTIVE PURPOSES ONLY. SEE SECTION 5 DESCRIPTION OF THE BUILDING FOR ADDITIONAL INFORMATION.

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Brookfield, WI 53005-5938
www.nse.com

SHEET 6 OF 13

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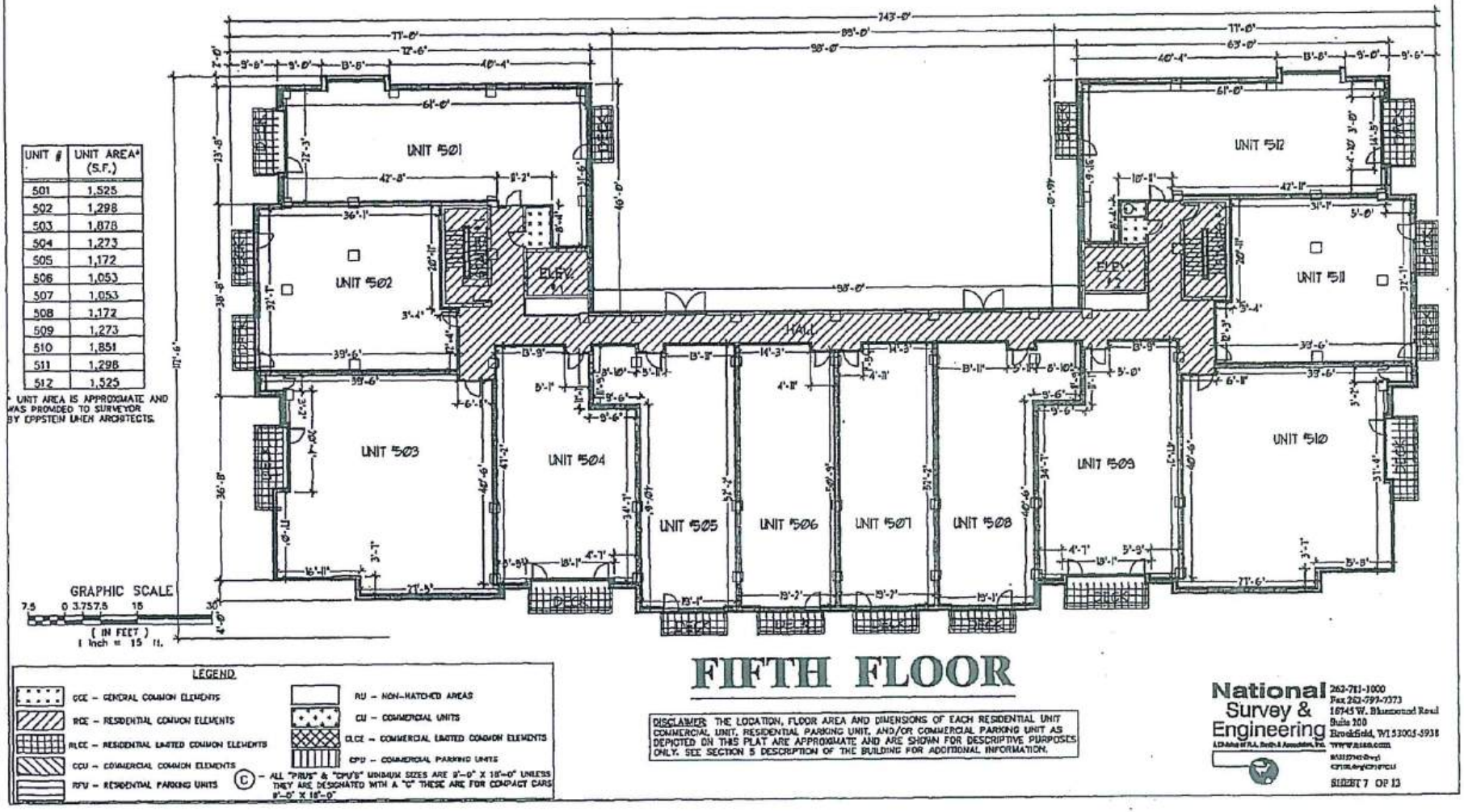
601 LOFTS CONDOMINIUM

CITY OF MILWAUKE, MILWAUKEE COUNTY, WISCONSIN



UNIT #	UNIT AREA* (S.F.)
501	1,525
502	1,298
503	1,878
504	1,273
505	1,172
506	1,053
507	1,053
508	1,172
509	1,273
510	1,851
511	1,298
512	1,525

* UNIT AREA IS APPROXIMATE AND WAS PROVIDED TO SURVEYOR BY EPPSTEIN UHEN ARCHITECTS.

LEGEND

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- RU – NON-HATCHED AREAS
- CU – COMMERCIAL UNITS
- CLCE – COMMERCIAL LIMITED COMMON ELEMENTS
- CPU – COMMERCIAL PARKING UNITS
- (C) – ALL "PRU'S" & "CPU'S" MINIMUM SIZES ARE 9'-0" X 18'-0" UNLESS THEY ARE DESIGNATED WITH A "C" THESE ARE FOR COMPACT CARS 8'-0" X 18'-0"

FIFTH FLOOR

DISCLAIMER: THE LOCATION, FLOOR AREA AND DIMENSIONS OF EACH RESIDENTIAL UNIT COMMERCIAL UNIT, RESIDENTIAL PARKING UNIT, AND/OR COMMERCIAL PARKING UNIT AS DEPICTED ON THIS PLAT ARE APPROXIMATE AND ARE SHOWN FOR DESCRIPTIVE PURPOSES ONLY. SEE SECTION 5 DESCRIPTION OF THE BUILDING FOR ADDITIONAL INFORMATION.

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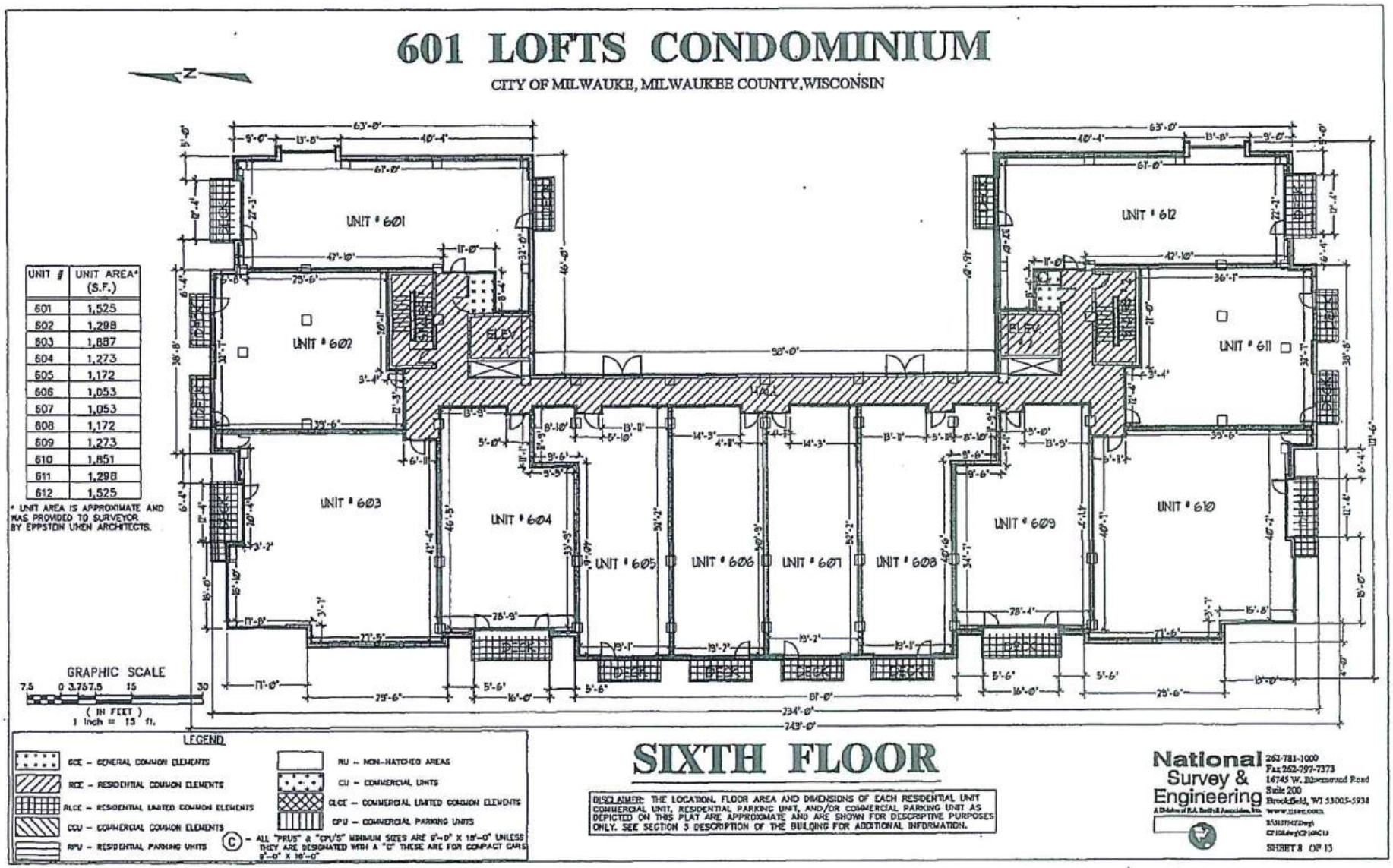
262-781-1000
Fax 262-781-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938

SHEET 7 OF 13

601 LOFTS CONDOMINIUM

CITY OF MILWAUKE, MILWAUKEE COUNTY, WISCONSIN



UNIT #	UNIT AREA* (S.F.)
601	1,525
602	1,298
603	1,887
604	1,273
605	1,172
606	1,053
607	1,053
608	1,172
609	1,273
610	1,851
611	1,298
612	1,525

* UNIT AREA IS APPROXIMATE AND WAS PROVIDED TO SURVEYOR BY EPPSTEIN UHEN ARCHITECTS.

LEGEND

- GCE – GENERAL COMMON ELEMENTS
- RCE – RESIDENTIAL COMMON ELEMENTS
- RLCE – RESIDENTIAL LIMITED COMMON ELEMENTS
- CCU – COMMERCIAL COMMON ELEMENTS
- RPU – RESIDENTIAL PARKING UNITS
- RU – NON-HATCHED AREAS
- CU – COMMERCIAL UNITS
- CLCE – COMMERCIAL LIMITED COMMON ELEMENTS
- CPU – COMMERCIAL PARKING UNITS
- (C) – ALL "PRUS" & "CPU'S" MINIMUM SIZES ARE 9'-0" X 18'-0" UNLESS THEY ARE DESIGNATED WITH A "C" THESE ARE FOR COMPACT CARS 8'-0" X 16'-0"

SIXTH FLOOR

DISCLAIMER: THE LOCATION, FLOOR AREA AND DIMENSIONS OF EACH RESIDENTIAL UNIT COMMERCIAL UNIT, RESIDENTIAL PARKING UNIT, AND/OR COMMERCIAL PARKING UNIT AS DEPICTED ON THIS PLAT ARE APPROXIMATE AND ARE SHOWN FOR DESCRIPTIVE PURPOSES ONLY. SEE SECTION 3 DESCRIPTION OF THE BUILDING FOR ADDITIONAL INFORMATION.

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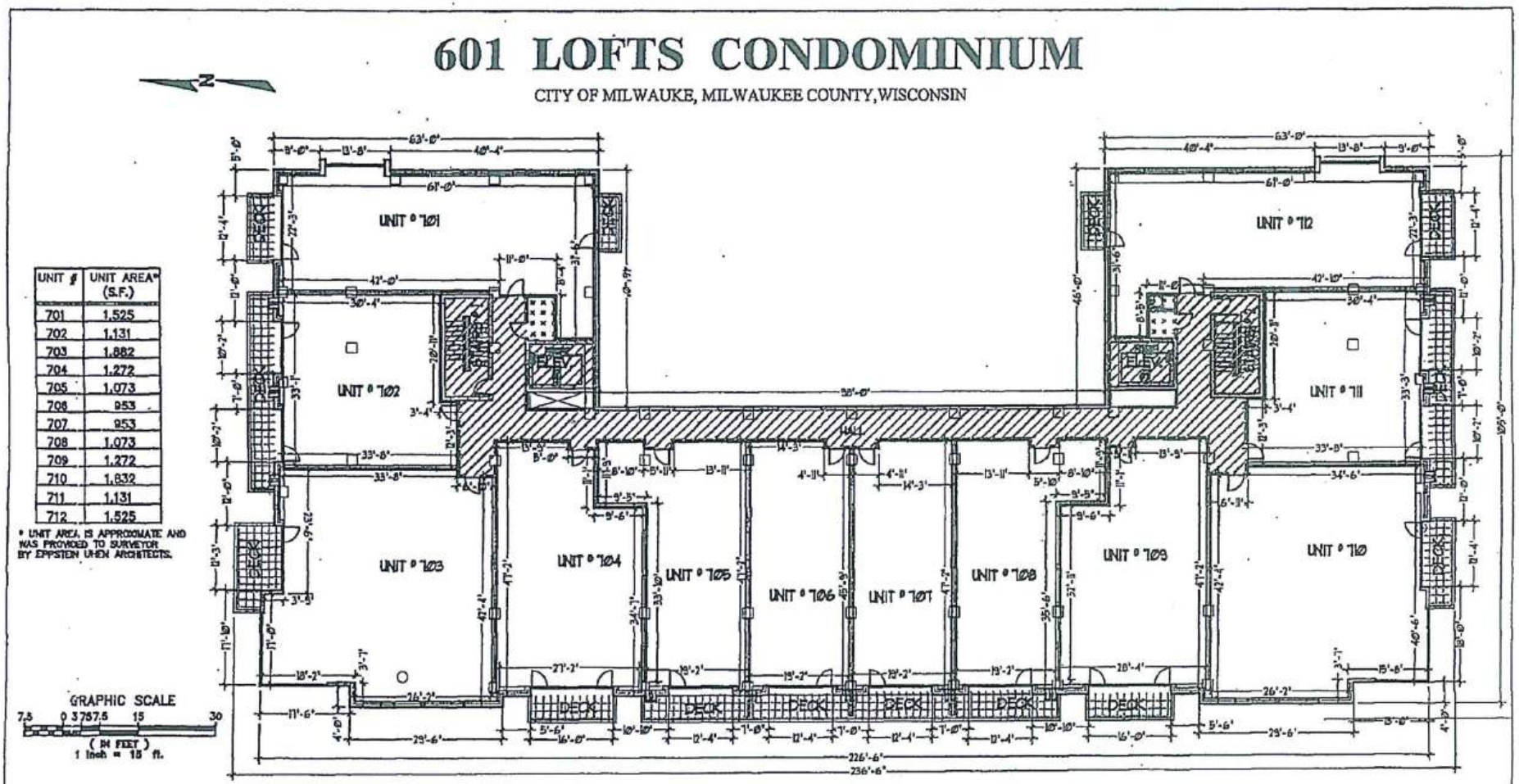
www.nsae.com

SHEET 8 OF 13

601 LOFTS CONDOMINIUM

CITY OF MILWAUKE, MILWAUKEE COUNTY, WISCONSIN



UNIT #	UNIT AREA* (S.F.)
701	1,525
702	1,131
703	1,882
704	1,272
705	1,073
706	953
707	953
708	1,073
709	1,272
710	1,832
711	1,131
712	1,525

* UNIT AREA IS APPROXIMATE AND WAS PROVIDED TO SURVEYOR BY EPPSTEIN UHEN ARCHITECTS.

GRAPHIC SCALE

7.5 0 3 7.5 15 30

(IN FEET)

1 inch = 15 ft.

LEGEND

- GCE – GENERAL COMMON ELEMENTS
- RCE – RESIDENTIAL COMMON ELEMENTS
- RLCE – RESIDENTIAL LIMITED COMMON ELEMENTS
- CCU – COMMERCIAL COMMON ELEMENTS
- RPU – RESIDENTIAL PARKING UNITS
- NU – NON-HATCHED AREAS
- CU – COMMERCIAL UNITS
- CLCE – COMMERCIAL LIMITED COMMON ELEMENTS
- CPU – COMMERCIAL PARKING UNITS
- © – ALL "RPUS" & "CPUS" MINIMUM SIZES ARE 8'-0" X 18'-0" UNLESS THEY ARE DESIGNATED WITH A "C" THESE ARE FOR COMPACT CARS 8'-0" X 16'-0"

SEVENTH FLOOR

DISCLAIMER: THE LOCATION, FLOOR AREA AND DIMENSIONS OF EACH RESIDENTIAL UNIT COMMERCIAL UNIT, RESIDENTIAL PARKING UNIT, AND/OR COMMERCIAL PARKING UNIT AS DEPICTED ON THIS PLAT ARE APPROXIMATE AND ARE SHOWN FOR DESCRIPTIVE PURPOSES ONLY. SEE SECTION 5 DESCRIPTION OF THE BUILDING FOR ADDITIONAL INFORMATION.

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Suite 200
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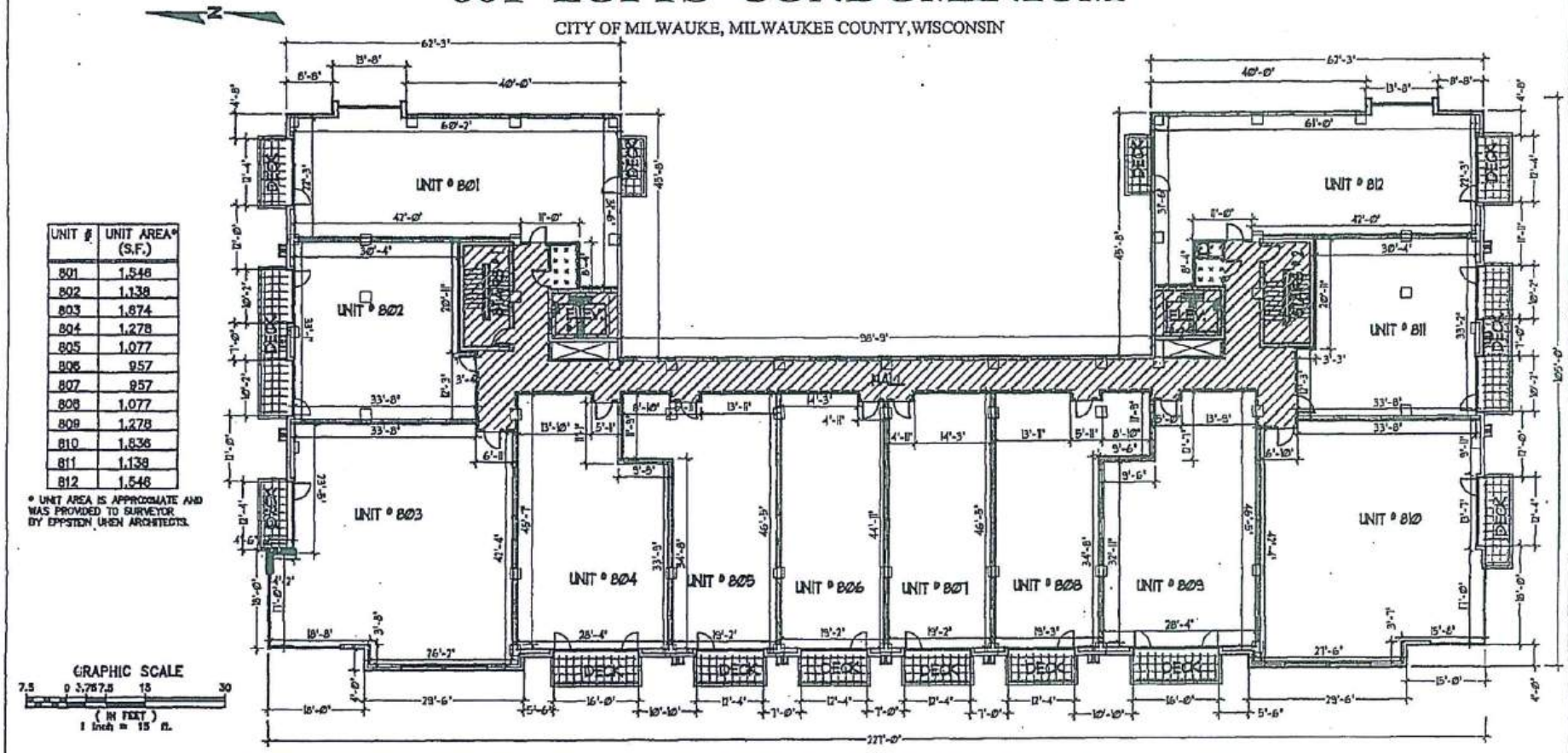
www.RASmith.com

601 LOFTS CONDOMINIUM

CITY OF MILWAUKE, MILWAUKEE COUNTY, WISCONSIN



UNIT #	UNIT AREA* (S.F.)
801	1,546
802	1,138
803	1,874
804	1,278
805	1,077
806	957
807	957
808	1,077
809	1,278
810	1,836
811	1,138
812	1,546

* UNIT AREA IS APPROXIMATE AND WAS PROVIDED TO SURVEYOR BY EPPSTEIN UHEN ARCHITECTS.

GRAPHIC SCALE

7.5 0 3.75 7.5 15 30

(IN FEET)

1 inch = 15 ft.

LEGEND

- POE – GENERAL COMMON ELEMENTS
- RCE – RESIDENTIAL COMMON ELEMENTS
- RLCE – RESIDENTIAL LIMITED COMMON ELEMENTS
- CCU – COMMERCIAL COMMON ELEMENTS
- RPU – RESIDENTIAL PARKING UNITS
- RU – NON-HATCHED AREAS
- CU – COMMERCIAL UNITS
- CLCE – COMMERCIAL LIMITED COMMON ELEMENTS
- CPU – COMMERCIAL PARKING UNITS

Ⓒ – ALL "PRUS" & "CPUS" MINIMUM SIZES ARE 8'-0" X 18'-0" UNLESS THEY ARE DESIGNATED WITH A "C" THOSE ARE FOR COMPACT CARS 8'-0" X 16'-0"

EIGHTH FLOOR

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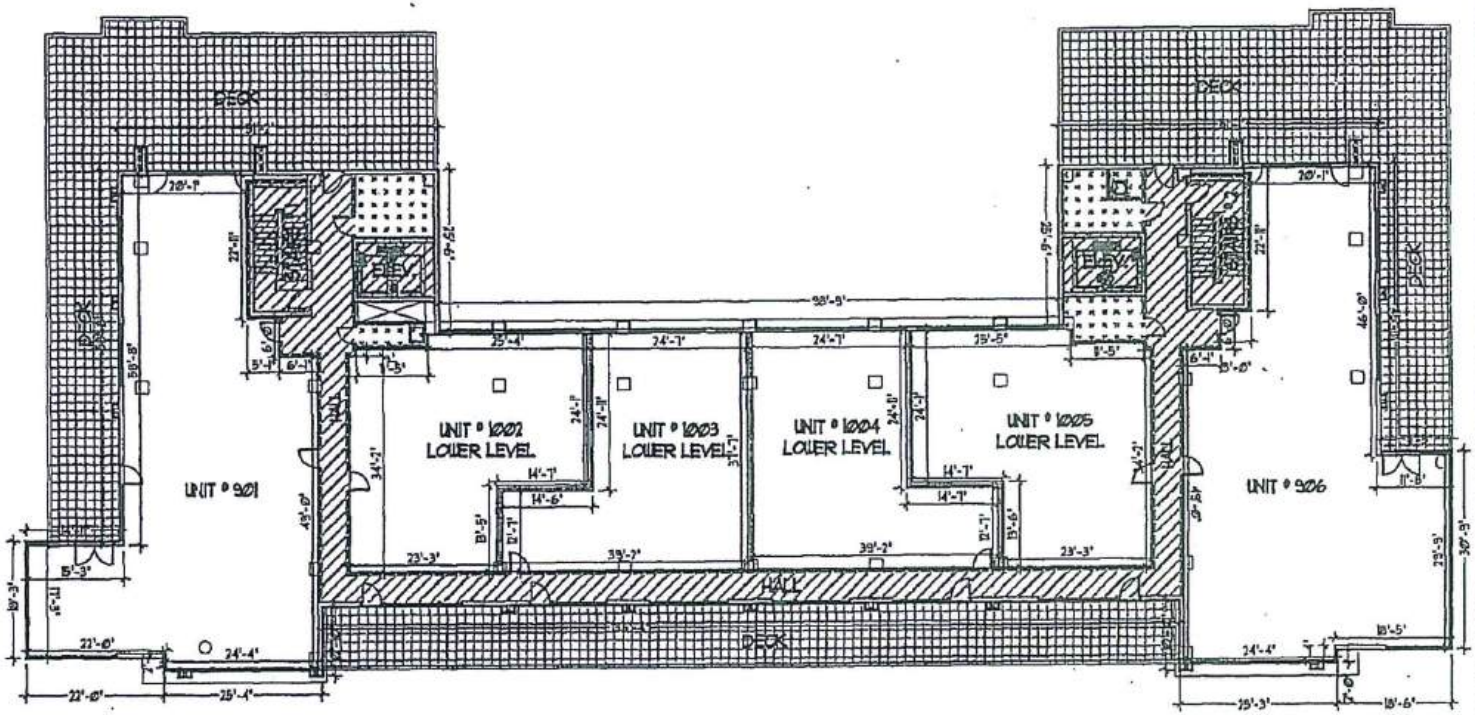
Suite 200
Brookfield, WI 53005-5938
www.nsae.com

601 LOFTS CONDOMINIUM

CITY OF MILWAUKE, MILWAUKEE COUNTY, WISCONSIN

UNIT #	UNIT AREA* (S.F.)
901	2,486
1002(L)	1,195
1003(L)	1,177
1004(L)	1,177
1005(L)	1,267
906	2,570

* UNIT AREA IS APPROXIMATE AND WAS PROVIDED TO SURVEYOR BY EPPSTEIN UHEN ARCHITECTS.
(L) LOWER LEVEL OF UNIT



GRAPHIC SCALE

7.5 0 3.75 7.5 15 30

(IN FEET)
1 inch = 15 ft.

NINTH FLOOR

LEGEND

- GCE – GENERAL COMMON ELEMENTS
- RCE – RESIDENTIAL COMMON ELEMENTS
- RLCE – RESIDENTIAL LIMITED COMMON ELEMENTS
- CLU – COMMERCIAL COMMON ELEMENTS
- RPU – RESIDENTIAL PARKING UNITS
- RU – NON-HATCHED AREAS
- CU – COMMERCIAL UNITS
- CLCE – COMMERCIAL LIMITED COMMON ELEMENTS
- CPU – COMMERCIAL PARKING UNITS

(C) – ALL "PRUS" & "CPUS" MINIMUM SIZES ARE 8'-0" X 18'-0" UNLESS THEY ARE DESIGNATED WITH A "C" THESE ARE FOR COMPACT CARS 8'-0" X 18'-0"

DISCLAIMER: THE LOCATION, FLOOR AREA AND DIMENSIONS OF EACH RESIDENTIAL UNIT COMMERCIAL UNIT, RESIDENTIAL PARKING UNIT, AND/OR COMMERCIAL PARKING UNIT AS DEPICTED ON THIS PLAT ARE APPROXIMATE AND ARE SHOWN FOR DESCRIPTIVE PURPOSES ONLY. SEE SECTION 8 DESCRIPTION OF THE BUILDING FOR ADDITIONAL INFORMATION.

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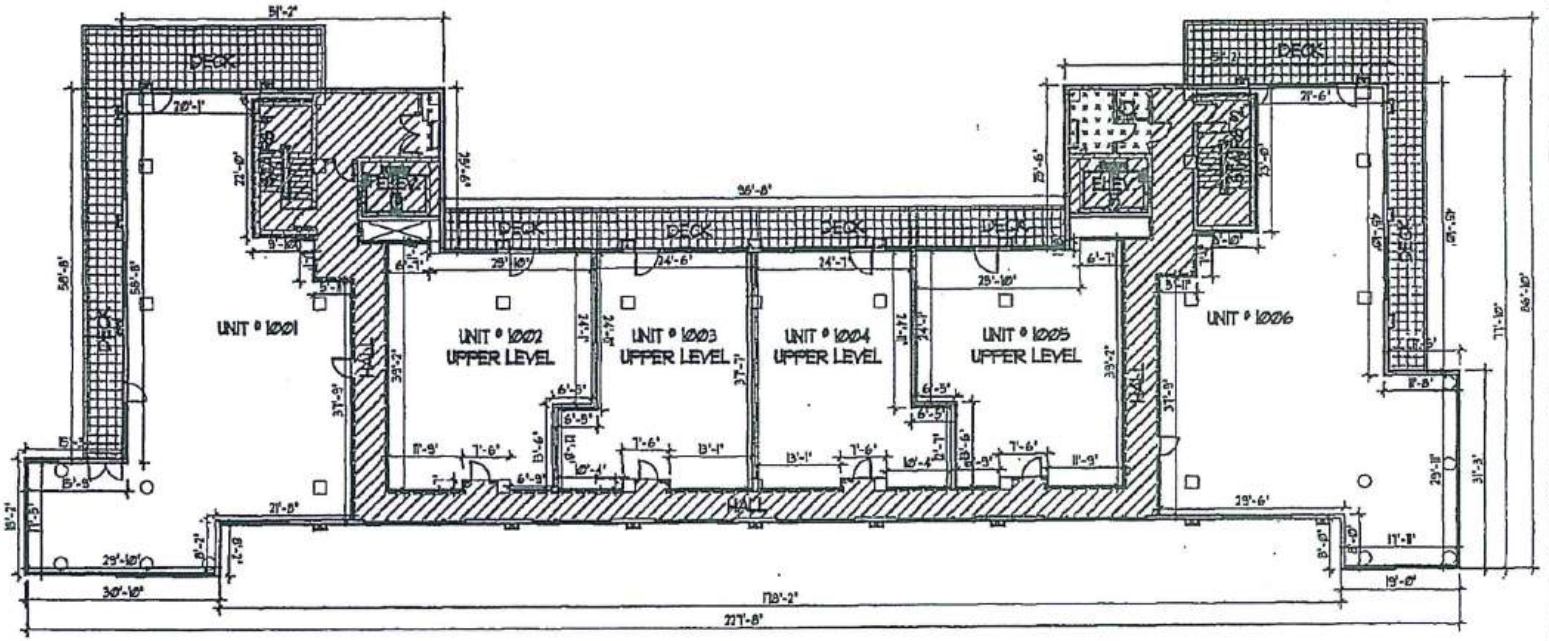
SHEET 11 OF 13

601 LOFTS CONDOMINIUM

CITY OF MILWAUKE, MILWAUKEE COUNTY, WISCONSIN



UNIT #	UNIT AREA* (S.F.)
1001	2,526
1002(U)	1,203
1003(U)	1,059
1004(U)	1,059
1005(U)	1,203
1006	2,532

* UNIT AREA IS APPROXIMATE AND WAS PROVIDED TO SURVEYOR BY EPPSTEIN UHEN ARCHITECTS.
(U) UPPER LEVEL OF UNIT

GRAPHIC SCALE

7.5 0 3.75 7.5 15 30

(IN FEET)

1 inch = 15 ft.

TENTH FLOOR

LEGEND

- GCE – GENERAL COMMON ELEMENTS
- RCE – RESIDENTIAL COMMON ELEMENTS
- RLCE – RESIDENTIAL LIMITED COMMON ELEMENTS
- CCU – COMMERCIAL COMMON ELEMENTS
- RPU – RESIDENTIAL PARKING UNITS
- RU – RESIDENTIAL UNITS
- CU – COMMERCIAL UNITS
- CLCE – COMMERCIAL LIMITED COMMON ELEMENTS
- CPU – COMMERCIAL PARKING UNITS

© – ALL "PRUS" & "CPU'S" MINIMUM SIZES ARE 8'-0" X 18'-0" UNLESS THEY ARE DESIGNATED WITH A "C" THESE ARE FOR COMPACT CARS 8'-0" X 16'-0"

DISCLAIMER: THE LOCATION, FLOOR AREA AND DIMENSIONS OF EACH RESIDENTIAL UNIT COMMERCIAL UNIT, RESIDENTIAL PARKING UNIT, AND/OR COMMERCIAL PARKING UNIT AS DEPICTED ON THIS PLAT ARE APPROXIMATE AND ARE SHOWN FOR DESCRIPTIVE PURPOSES ONLY. SEE SECTION 5 DESCRIPTION OF THE BUILDING FOR ADDITIONAL INFORMATION.

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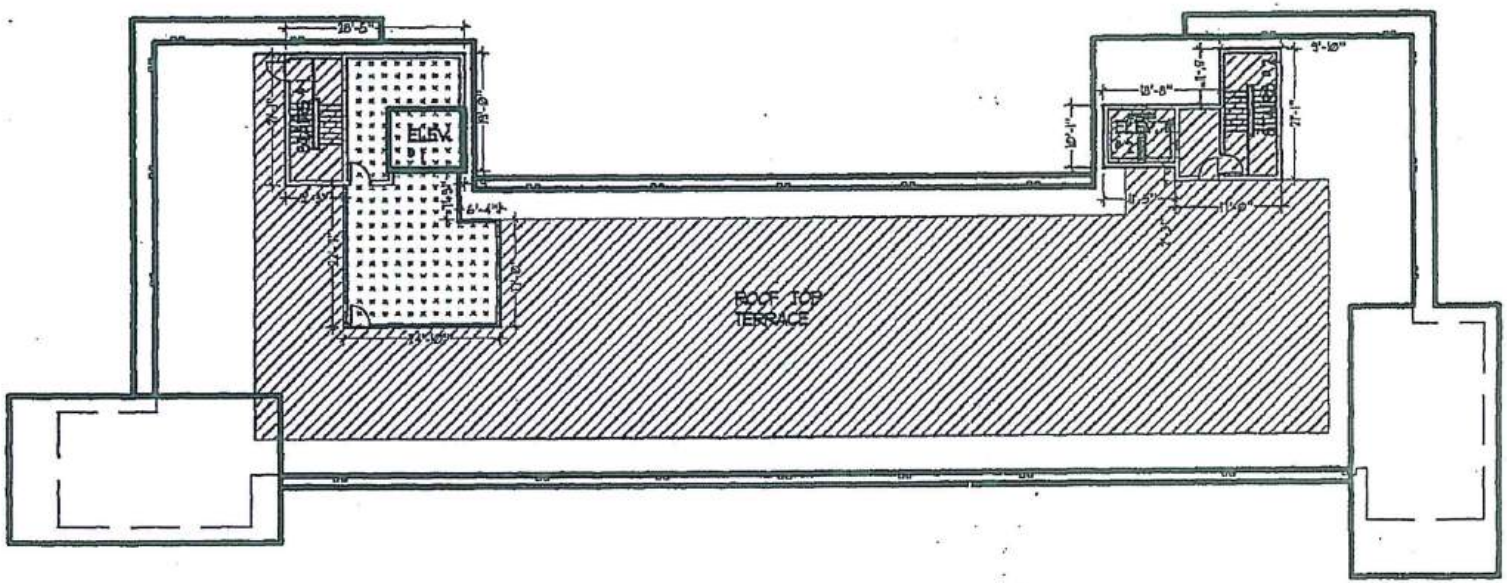
www.nse.com

601 LOFTS CONDOMINIUM

CITY OF MILWAUKE, MILWAUKEE COUNTY, WISCONSIN



GRAPHIC SCALE

7.5 0 3.75 7.5 15 30

(IN FEET)

1 inch = 15 ft.

LEGEND

GCE – GENERAL COMMON ELEMENTS

RCE – RESIDENTIAL COMMON ELEMENTS

RLCE – RESIDENTIAL LIMITED COMMON ELEMENTS

CCU – COMMERCIAL COMMON ELEMENTS

RPU – RESIDENTIAL PARKING UNITS

RU – NON-HATCHED AREAS

CU – COMMERCIAL UNITS

CLCE – COMMERCIAL LIMITED COMMON ELEMENTS

CPU – COMMERCIAL PARKING UNITS

© – ALL "PRUS" & "CPUS" MINIMUM SIZES ARE 8'-0" X 18'-0" UNLESS THEY ARE DESIGNATED WITH A "C" THERE ARE FOR COMPACT CARS: 8'-0" X 16'-0"

ROOF LEVEL

DISCLAIMER: THE LOCATION, FLOOR AREA AND DIMENSIONS OF EACH RESIDENTIAL UNIT COMMERCIAL UNIT, RESIDENTIAL PARKING UNIT, AND/OR COMMERCIAL PARKING UNIT AS DEPICTED ON THIS PLAT ARE APPROXIMATE AND ARE SHOWN FOR DESCRIPTIVE PURPOSES ONLY. SEE SECTION 6 DESCRIPTION OF THE BUILDING FOR ADDITIONAL INFORMATION.

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SHEET 13 OF 13

EXHIBIT D --PERCENTAGE INTERESTS IN SUM OF (COMMERCIAL COMMON ELEMENTS AND COMMERCIAL LIMITED COMMON ELEMENTS)

EAST·OGDEN

KeyBridge

601 LOFTS ALL COMMERCIAL UNIT OWNERS PERCENTAGE OF TOTAL (COMMERCIAL COMMON ELEMENTS PLUS COMMERCIAL LIMITED COMMON ELEMENTS)

FLOOR	UNIT NO.	FACING	SIZE	Percentage of Sum of Commercial Common Elements & Commercial Limited Common Elements)
FIRST	103	W	5,040	61.60616%
	104	W	1,128	13.78805%
	105	W	993	12.13788%
	106	W	1,020	12.46791%
TOTAL			8,181	100.00000%

EXHIBIT B --PERCENTAGE INTEREST IN GENERAL COMMON ELEMENTS

EAST·OGDEN

KeyBridge

601 LOFTS ALL UNIT OWNERS PERCENTAGE OF GENERAL COMMON ELEMENTS

FLOOR	UNIT NO.	FACING	SIZE	Percentage of General Common Elements
FIRST	103	W	5,040	4.05686%
	104	W	1,128	0.90796%
	105	W	993	0.79930%
	106	W	1,020	0.82103%
THREE	301	NE**	1525	1.22752%
	302	N*	1298	1.04480%
	303	NW*	1861	1.49798%
	304	W	1273	1.02468%
	305	W	1172	0.94338%
	306	W	1053	0.84759%
	307	W	1053	0.84759%
	308	W	1172	0.94338%
	309	W	1273	1.02468%
	310	SW**	1851	1.48993%
	311	S*	1095	0.88140%
	312	SE**	1536	1.23638%
FOUR	401	NE**	1525	1.22752%
	402	N*	1298	1.04480%
	403	NW**	1869	1.50442%
	404	W	1273	1.02468%
	405	W	1172	0.94338%
	406	W	1053	0.84759%
	407	W	1053	0.84759%
	408	W	1172	0.94338%
	409	W	1273	1.02468%
	410	SW**	1851	1.48993%
	411	S*	1298	1.04480%
	412	SE*	1525	1.22752%
FIVE	501	NE**	1525	1.22752%
	502	N*	1298	1.04480%
	503	NW**	1878	1.51166%
	504	W	1273	1.02468%

601 EAST·OGDEN

KeyBridge

601 LOFTS ALL UNIT OWNERS PERCENTAGE OF GENERAL COMMON ELEMENTS

FLOOR	UNIT NO.	FACING	SIZE	Percentage of General Common Elements
	505	W	1172	0.94338%
	506	W	1053	0.84759%
	507	W	1053	0.84759%
	508	W	1172	0.94338%
	509	W	1273	1.02468%
	510	SW*	1851	1.48993%
	511	S*	1298	1.04480%
	512	SE**	1525	1.22752%
SIX	601	NE**	1525	1.22752%
	602	N*	1298	1.04480%
	603	NW*	1887	1.51891%
	604	W	1273	1.02468%
	605	W	1172	0.94338%
	606	W	1053	0.84759%
	607	W	1053	0.84759%
	608	W	1172	0.94338%
	609	W	1273	1.02468%
	610	SW**	1851	1.48993%
	611	S*	1298	1.04480%
	612	SE**	1525	1.22752%
SEVEN	701	NE**	1525	1.22752%
	702	N*	1131	0.91038%
	703	NW**	1882	1.51488%
	704	W	1272	1.02387%
	705	W	1073	0.86369%
	706	W	953	0.76710%
	707	W	953	0.76710%
	708	W	1073	0.86369%
	709	W	1272	1.02387%
	710	SW**	1832	1.47464%
	711	S*	1131	0.91038%
	712	SE**	1525	1.22752%

601 EAST·OGDEN

KeyBridge

601 LOFTS ALL UNIT OWNERS PERCENTAGE OF GENERAL COMMON ELEMENTS

FLOOR	UNIT NO.	FACING	SIZE	Percentage of General Common Elements
EIGHT	801	NE**	1546	1.24443%
	802	N*	1138	0.91601%
	803	NW**	1874	1.50844%
	804	W	1278	1.02870%
	805	W	1077	0.86691%
	806	W	957	0.77032%
	807	W	957	0.77032%
	808	W	1077	0.86691%
	809	W	1278	1.02870%
	810	SW**	1836	1.47786%
	811	S*	1138	0.91601%
	812	SE**	1546	1.24443%
NINE:	901	E/N/W**	2486	2.00106%
	906	E/S/W**	2570	2.06868%
TEN:	1001	E/N/W****	2526	2.03326%
	1002	E/W***	2398	1.93023%
	1003	E/W***	2236	1.79983%
	1004	E/W***	2236	1.79983%
	1005	E/W***	2470	1.98818%
	1006	E/S/W****	2532	2.03809%
TOTAL			124,234	100.00000%

EXHIBIT C --PERCENTAGE INTERESTS IN SUM OF (RESIDENTIAL COMMON ELEMENTS AND RESIDENTIAL LIMITED COMMON ELEMENTS)

EAST·OGDEN

KeyBridge

601 LOFTS ALL RESIDENTIALUNIT OWNERS PERCENTAGE OF TOTAL (RESIDENTIAL COMMON ELEMENTS PLUS RESIDENTIAL LIMITED COMMON ELEMENTS)

FLOOR	UNIT NO.	FACING	SIZE	Percentage of Sum of (Residential Common Elements & Residential Limited Common Elements)
THREE	301	NE**	1525	1.31405%
	302	N*	1298	1.11845%
	303	NW*	1861	1.60358%
	304	W	1273	1.09691%
	305	W	1172	1.00988%
	306	W	1053	0.90734%
	307	W	1053	0.90734%
	308	W	1172	1.00988%
	309	W	1273	1.09691%
	310	SW**	1851	1.59496%
	311	S*	1095	0.94353%
	312	SE**	1536	1.32353%
FOUR	401	NE**	1525	1.31405%
	402	N*	1298	1.11845%
	403	NW**	1869	1.61047%
	404	W	1273	1.09691%
	405	W	1172	1.00988%
	406	W	1053	0.90734%
	407	W	1053	0.90734%
	408	W	1172	1.00988%
	409	W	1273	1.09691%
	410	SW**	1851	1.59496%
	411	S*	1298	1.11845%
	412	SE*	1525	1.31405%
FIVE	501	NE**	1525	1.31405%
	502	N*	1298	1.11845%
	503	NW**	1878	1.61823%
	504	W	1273	1.09691%



KeyBridge

601 LOFTS ALL RESIDENTIALUNIT OWNERS PERCENTAGE OF TOTAL (RESIDENTIAL COMMON ELEMENTS PLUS RESIDENTIAL LIMITED COMMON ELEMENTS)

FLOOR	UNIT NO.	FACING	SIZE	Percentage of Sum of (Residential Common Elements & Residential Limited Common Elements)
	505	W	1172	1.00988%
	506	W	1053	0.90734%
	507	W	1053	0.90734%
	508	W	1172	1.00988%
	509	W	1273	1.09691%
	510	SW*	1851	1.59496%
	511	S*	1298	1.11845%
	512	SE**	1525	1.31405%
SIX	601	NE**	1525	1.31405%
	602	N*	1298	1.11845%
	603	NW*	1887	1.62598%
	604	W	1273	1.09691%
	605	W	1172	1.00988%
	606	W	1053	0.90734%
	607	W	1053	0.90734%
	608	W	1172	1.00988%
	609	W	1273	1.09691%
	610	SW**	1851	1.59496%
	611	S*	1298	1.11845%
	612	SE**	1525	1.31405%
SEVEN	701	NE**	1525	1.31405%
	702	N*	1131	0.97455%
	703	NW**	1882	1.62167%
	704	W	1272	1.09605%
	705	W	1073	0.92458%
	706	W	953	0.82118%
	707	W	953	0.82118%
	708	W	1073	0.92458%

EAST·OGDEN

KeyBridge

601 LOFTS ALL RESIDENTIALUNIT OWNERS PERCENTAGE OF TOTAL (RESIDENTIAL COMMON ELEMENTS PLUS RESIDENTIAL LIMITED COMMON ELEMENTS)

FLOOR	UNIT NO.	FACING	SIZE	Percentage of Sum of (Residential Common Elements & Residential Limited Common Elements)
	709	W	1272	1.09605%
	710	SW**	1832	1.57859%
	711	S*	1131	0.97455%
	712	SE**	1525	1.31405%
EIGHT	801	NE**	1546	1.33215%
	802	N*	1138	0.98059%
	803	NW**	1874	1.61478%
	804	W	1278	1.10122%
	805	W	1077	0.92802%
	806	W	957	0.82462%
	807	W	957	0.82462%
	808	W	1077	0.92802%
	809	W	1278	1.10122%
	810	SW**	1836	1.58204%
	811	S*	1138	0.98059%
	812	SE**	1546	1.33215%
NINE:	901	E/N/W**	2486	2.14212%
	906	E/S/W**	2570	2.21451%
TEN:	1001	E/N/W****	2526	2.17659%
	1002	E/W***	2398	2.06630%
	1003	E/W***	2236	1.92671%
	1004	E/W***	2236	1.92671%
	1005	E/W***	2470	2.12834%
	1006	E/S/W****	2532	2.18176%
TOTAL			116,053	100.00000%