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Landmark on the Lake Condominium Association Ltd.

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LANDMARK
ON THE LAKE

DECLARATION

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Landmark on the Lake Condominium Association

There are two amendments to the declaration that are included at the end of this document.

First Amendment to Condominium Declaration
July 14, 2010 - Section 12

Second Amendment to Condominium Declaration
June 20, 2024 - Section 14

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CONDOMINIUM DECLARATION

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CONDOMINIUM PLAT

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CONDOMINIUM DECLARATION
OF
LANDMARK ON THE LAKE CONDOMINIUM

Document Number | Document Title

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DOC.# 09197162

REGISTER'S OFFICE | SS
Milwaukee County, WI|

RECORDED 03/10/2006 09:09AM

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT: 79.00

Recording Area

Name and Return Address

Scott L. Langlois, Esq.
Quarles & Brady LLP
411 East Wisconsin Avenue
Milwaukee, WI 53202

Parcel Identification Number (PIN)

LANDMARK ON THE LAKE CONDOMINIUM

Declarant:

Landmark on the Lake, LLC
111 West Maple, Suite 3302
Chicago, Illinois 60610

Agent:

Lawdock, Inc.
411 East Wisconsin Avenue
Suite 2040
Milwaukee, Wisconsin 53202

CONDOMINIUM DECLARATION

LANDMARK ON THE LAKE CONDOMINIUM

THIS DECLARATION is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act") this 28th day of February, 2006, by Landmark on the Lake, LLC, an Illinois limited liability company (hereinafter referred to as "Declarant").

1. **STATEMENT OF DECLARATION.**

The purpose of this Declaration is to submit the lands hereinafter described and the improvements constructed or to be constructed thereon to the condominium form of ownership in the matter provided by the Act and this Declaration.

Declarant hereby declares that it is the sole owner of the real property described in Section 3 hereof, together with all buildings and improvements thereon or to be constructed thereon (hereinafter refeirred to as "the Property") which is hereby submitted to the condominium form of ownership as provided in the Act and this Declaration. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

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2. **NAME AND ADDRESS.**

The real estate described in Section 3 and all buildings and improvements thereon and thereto shall be known as **LANDMARK ON THE LAKE CONDOMINIUM**. The address of the Condominium is 1660 North Prospect Avenue, Milwaukee, Wisconsin 53202.

3. **LEGAL DESCRIPTION.**

The following described real estate, also described in the condominium plat attached hereto as Exhibit A (the "Condominium Plat"), is hereby subjected to the provisions of this Declaration:

PART OF LOTS EIGHTEEN (18) AND NINETEEN (19), BLOCK ONE HUNDRED NINETY-NINE (199), IN ROGER'S ADDITION TO MILWAUKEE, BEING A SUBDIVISION OF A PART OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID LOT 18; THENCE SOUTH 55°00'00" EAST ALONG THE SOUTH LINE OF LOT 18 AFORESAID, 7.00 FEET TO THE PRESENT EASTERLY LINE OF NORTH PROSPECT AVENUE AND THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE NORTH 35°00'00" EAST ALONG SAID EASTERLY LINE 205.05 FEET TO A POINT WHICH IS 82.35 FEET NORTH 35°00'00" EAST OF THE SOUTH LINE OF SAID LOT 19; THENCE SOUTH 55°00'00" EAST AND PARALLEL WITH THE SOUTH LINE OF LOT 19 AFORESAID, 291.70 FEET TO A POINT ON THE WESTERLY LINE OF THE FORMER CHICAGO, NORTHWESTERN RIGHT-OF-WAY (NOW ABANDONED); THENCE SOUTHWESTERLY ALONG SAID WESTERLY LINE 135.41 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 2897.79 FEET AND WHOSE LONG CHORD BEARS SOUTH 37°57'58" WEST 135.39 FEET TO A POINT; THENCE CONTINUING SOUTHWESTERLY ALONG SAID WESTERLY LINE 69.93 FEET ON THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST WHOSE RADIUS IS 7659.44 FEET AND WHOSE CHORD BEARS SOUTH 37°51'49" WEST 69.93 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 18; THENCE NORTH 55°00'00" WEST ALONG SAID SOUTH LINE 281.21 FEET TO THE POINT OF BEGINNING.

4. **DEFINITION AND DESCRIPTION OF UNITS.**

4.1 **Number.** Two hundred seventy-five (275) residential condominium units (the "Residential Units") and one (1) commercial unit ("Unit 101") for a total of two hundred seventy-six (276) units are hereby declared in **LANDMARK ON THE LAKE CONDOMINIUM** (individually a "Unit" and collectively the "Units").

4.2 **Definition.** A Unit is that separate area within a building intended for independent, private use, comprised of one or more cubicles of air at one or more levels of space, having outer boundaries formed by the interior unfinished surfaces of the perimeter walls, floors, and

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ceilings, including the heating, ventilating and cooling equipment providing service to only the Unit located within the wall of the Unit, the windows, window frames, doors and door frames of the Units, as said boundaries are shown in the Condominium Plat attached hereto, together with all fixtures and improvements therein contained. In the event that Units are not separated by walls, the boundaries between Units will be defined by the vertical plane between such Units as set forth on the Condominium Plat. All utility services, lines, pipes, wires, vents, flues, chimneys, ducts, cables, conduits, antennae, utility lines, fire prevention installations, stairwells, elevators, escalators and service equipment (collectively, the "Service Elements") serving only one Unit and located within the boundaries of such Unit shall be a part of the Unit served. Except as may be otherwise set forth on the Condominium Plat, all Service Elements not located within the Unit served, or serving more than one Unit shall be Limited Common Elements appurtenant to the Unit(s) served, or Common Elements in the event serving all Units. All structural columns, beams, caissons and bearing walls (including all components of the underground foundation) (collectively, the "Structural Components") supporting more than one Unit within the Building shall be Common Elements regardless of where such Structural Components are located.

4.3 **Identification.** The Units are designated by the numbers as set forth on the Condominium Plat. The Unit designations and locations and floor plans for the Units are as set forth on the Condominium Plat attached hereto. The approximate dimensions and square footage area of each Unit, immediate Common Elements (as hereinafter defined) to which the Units have access, and further details identifying and describing the Units are as set forth on the Condominium Plat.

5. DESCRIPTION AND LOCATION OF BUILDING.

There is one (1) Building (the "Building") constructed on the real estate described in Section 3 above. The Building is located on the real estate as indicated on the Condominium Plat. The Building is twenty-nine (29) levels above ground, with a 1st floor lobby level and a 1st floor mezzanine level, designated as First Floor Lobby Level and First Floor Mezzanine Level on the Condominium Plat and a Second Floor Level through a 28th Floor Level as designated on the Condominium Plat (with no Thirteenth Floor Level), with two levels below ground, designated as the Basement Parking Level and the Sub-Basement Parking Level on the Condominium Plat. Unit 101 is located on the first Level of the Building, Units 301 through 312 are located on the 3rd Floor Level of the Building, Units 401 through 412 are located on the 4th Floor Level of the Building, Units 501 through 512 are located on the 5th Floor Level of the Building, Units 601 through 612 are located on the 6th Floor Level of the Building, Units 701 through 712 are located on the 7th Floor Level of the Building, Units 801 through 812 are located on the 8th Floor Level of the Building, Units 901 through 912 are located on the 9th Floor Level of the Building, Units 1001 through 1012 are located on the 10th Floor Level of the Building, Units 1101 through 1112 are located on the 11th Floor Level of the Building, Units 1201 through 1212 are located on the 12th Floor Level of the Building, Units 1401 through 1412 are located on the 14th Floor Level of the Building, Units 1501 through 1512 are located on the 15th Floor Level of the Building, Units 1601 through 1612 are located on the 16th Floor Level of the Building, Units 1701 through 1712 are located on the 17th Floor Level of the Building, Units 1801 through 1812 are located on the 18th Floor Level of the Building, Units 1901 through 1912 are located on the 19th Floor Level of the Building, Units 2001 through 2011 are located on the 20th Floor Level of the Building, Units 2101 through 2111 are located on the 21st Floor Level of the Building, Units 2201 through 2211 located on the 22nd floor Level of the Building, Units 2301 through 2311 are located on the 23rd Floor Level of the Building, Units 2401 through 2408 are located on the 24th Floor Level of the Building, Units 2501 through

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2508 are located on the 25th Floor Level of the Building, Units 2601 through 2608 are located on the 26th Floor Level of the Building, Units 2701 through 2708 are located on the 27th Floor Level of the Building and Units 2800 and 2802 through 2807 are located on the 28th Floor Level of the Building. The Building is constructed with a concrete frame with some steel components and a pre-cast concrete exterior. Floor plans of the Units are attached hereto as a part of the Condominium Plat.

6. COMMON ELEMENTS AND FACILITIES.

6.1 **Description.** The common elements ("Common Elements") shall consist of all of **LANDMARK ON THE LAKE CONDOMINIUM**, except the individual Units and fixtures therein, as defined hereunder, and shall include, without limitation, the land on which the Building is located; Building structure and exterior, perimeter and bearing walls; common sidewalks, driveways and walkways; Building roof; foundations; pipes; ducts; electrical wiring and conduits; utility services; heating, ventilation and air conditioning equipment serving more than one Unit; structural components; public utility lines; master television cable or antenna and lines; water mains and lines, sewer laterals; outside walls; girders, beams and supports; the landscaping comprising or which may comprise the Property; and all other improvements and appurtenances.

6.2 **Unit Owner Easements.** Each Unit owner shall have an easement to the space between the interior and exterior walls or common walls of his or her Unit for purposes of adding additional utility outlets, wall hangings, erection of non-bearing partition walls, and the like, where space between the walls may be necessary for such uses, provided that the Unit owner shall do nothing to impair the structural integrity of the building, and provided further that the Common Elements be restored to their former condition by the Unit owner at his or her sole expense upon completion or termination of the use requiring the easement. Easements are hereby granted and declared for the benefit of the Unit owners and the Association (as hereinafter defined) for the installation, maintenance and repair of common utility services in and on any part of the Common Elements or Units.

6.3 **Declarant Easements.** The following easements shall be deemed and taken to be covenants running with the land. This Section may not be amended except with the written consent of the Declarant or its successors or assigns.

6.3.1 Common Elements. The right of the Unit owners to use and possess the Common Elements as set forth herein shall be subject to a blanket easement over the Common Elements in favor of the Declarant, and its representatives, agents, associates, employees, contractors, subcontractors, tenants, successors and assigns, for the purpose of (i) access and ingress to and egress from the Common Elements or any part thereof, (ii) construction, installation, repair, replacement and restoration of utilities, buildings, landscaping and any other improvements on the Property or any part thereof, (iii) the installation and maintenance of signs advertising the Units on the Property, or any part thereof, and signs directing potential purchasers to the sales office and models erected in connection with such Units, (iv) using and showing one or more unsold or unconveyed Units, or portion or portions of the Common Elements specifically, without limitation, including the loading dock, the social center and/or the fitness center as a model Unit or Units, sales office, construction office or administrative office or for such other purposes deemed necessary or desirable in connection with such construction, leasing, marketing, sales, or brokerage, (v) setting up, staffing and maintaining marketing materials and tables and closing Unit sales in the Common Elements and using the Common Elements for special events, (vi) posting and maintaining such signs and lighting on the Condominium property as are deemed necessary or desirable in connection

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with (iv) and (v) above, and (vii) using the offices of the Building for management of the Building, construction activities at the Building and sales or leasing activity concerning the Building. Notwithstanding anything contained in this Declaration to the contrary, the right is reserved by the Declarant and its agent or agents, to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and on any part of the Common Elements. Declarant shall have a blanket easement over the Common Elements for its representatives, agents, associates, employees, contractors, subcontractors, tenants, successors and assigns for purposes of access and ingress to and egress from said Common Elements, and for purposes of marketing, sales, brokerage, construction, installation, repair, replacement and restoration of utilities, driveways, buildings, landscaping and any other improvements on said Common Elements for three years following the Declarant's conveyance of the last Unit in the Condominium.

6.3.2 Roof. The Declarant and its representatives, agents, associates, employees, contractors, subcontractors, tenants, successors and assigns shall have a perpetual easement for: (i) the non-exclusive right of access and ingress to and egress from the Common Elements to the roof of the Building; (ii) the exclusive right to erect structures, antennae, satellite dishes or other improvements ("Roof Communications") upon the roof of the Building, subject to specific easements that may be granted by the Declarant to the Association from time to time, provided that the Declarant shall be responsible for any damage to the roof caused by such items erected thereon by the Declarant; and (iii) the non-exclusive right to lay, construct, renew, replace, operate and maintain conduits, cables, pipes, wires, transformers, switching apparatus, and other equipment related to the Roof Communications into and through the Common Elements and the Units, where reasonably necessary, as long as such grantees repair any damage to the Property resulting from an exercise of their rights hereunder.

6.3.3 Easements for Construction. Notwithstanding anything contained in this Declaration to the contrary, the Declarant its contractors and subcontractors, and their respective agents and employees, shall have a perpetual easement for ingress, egress and access to and throughout the Property and the Building, including the garbage dumpsters, to perform at any time, and from time to time, and as may be required in connection with, the construction and equipping of any Unit, which easement shall continue, at the Declarant's discretion, for three years following the Declarant's conveyance of the last Unit at the Property. In connection therewith, the Declarant, its contractors and subcontractors, and their respective agents and employees , shall have the right at any time, and from time to time, to take into and through and maintain on the Property and in the Building all material and equipment required in connection with such construction and equipping, and to temporarily suspend operation of entrances, doors, corridors, water risers, telephone, cable television, master antennas and other Common Elements without liability to any Unit owner or occupant and to utilize the garbage dumpsters; provided, however, that at all times Unit owners and occupants shall have reasonable access to their respective Units and Common Elements, and the Declarant shall cause as little inconvenience to Unit owners and occupants as reasonably possible under the circumstances. Declarant shall promptly repair any damage to the Common Elements or any Unit in connection with its exercise of its rights and easements under this section. The Association may not enact rules or regulations to impair the Declarant's rights under this Section.

6.3.4 Easement for Declarant Equipment. Declarant hereby reserves for itself, its contractors, and their successors and their assigns (collectively, the "Declarant Parties") the following perpetual easements: (i) an exclusive easement to install, construct and maintain

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communications antennae, satellite dishes and similar income-producing equipment, including all component parts thereof (collectively, the "Declarant Equipment") on the roof of the Building; (ii) a non-exclusive easement to install and maintain lines, conduits, wiring, cable and other supporting equipment (including, without limitation, a utility meter and standby power generator) collectively, the "Support") on, through and over the Property which are reasonably necessary for the operation of the Declarant Equipment, providing that the location thereof does not unreasonably interfere with the operations of that portion of the Building in which the Support is located; (iii) a non-exclusive easement to use and connect to those facilities (including, without limitation, utilities servicing the Building) which are reasonably necessary for the operation of the Declarant Equipment, provided that the Declarant shall be obligated to pay its equitable share of the cost relating to its use of such facilities as reasonably determined by the Declarant; and (iv) a non-exclusive easement for ingress and egress over the Property (including, without limitation, the elevators) by persons, material and equipment to the extent reasonably necessary to permit access to the Declarant Equipment and to permit the construction, installation, inspection, maintenance, repair, replacement or removal of the Declarant Equipment and the Support, wherever located on the Property. In connection with the construction and installation of the Declarant Equipment and Support, all such work shall be performed at the Declarant's sole cost and expense and in a good and workmanlike manner. All operations of the Declarant Equipment by the Declarant shall be in material compliance with all requirements of the Federal Communications Commission. The Declarant Equipment, including the Support, shall at all times be owned by the Declarant or its contractors and their successors and assigns, and shall be personal property and not fixtures. Subsequent to the installation of the Declarant Equipment and Support by the Declarant, the Association shall not install new equipment on the Property, or permit any other person or entity to do so, if such equipment would be likely to cause interference with the operation of the then-existing Declarant Equipment and Support. This section may not be amended or modified without he written consent of Declarant or its successors or assigns.

6.3.5 Easements for Signage. Declarant hereby reserves the following perpetual easements: (i) an exclusive easement to install, construct and maintain billboard and other signage and similar income-producing equipment, including all component parts thereof (collectively, the "Declarant Signage Equipment") on the Building; (ii) a non-exclusive easement to install and maintain lines, conduits, coning, cable and other supporting equipment (including, without limitation, a utility net and standby power generator) (collectively, the "Signage Support") on, through and over the Property which are reasonably necessary for the operation of the Declarant Signage Equipment, providing that the location thereof does not unreasonably interfere with the operations of that portion of the Building in which the Signage Support is located; (iii) a non-exclusive easement to use and connect to those facilities (including, without limitation, utilities servicing the Building) which are reasonably necessary for the operations of the Declarant Signage Equipment, provided that the Declarant shall be obligated to pay its equitable share of the cost relating to its use of such facilities as reasonably determined by the Declarant; and (iv) a non-exclusive easement for ingress and egress over the Property (including, without limitation, the elevators) by persons, material and equipment to the extent reasonably necessary to permit access to the Reserved Signage Area and to permit the construction, installation, inspection, maintenance, repair, replacement or removal of the Declarant Signage Equipment and the Signage Support, wherever located on the Property. In connection with the construction and installation of the Declarant Signage Equipment and Signage Support, all such work shall be performed at the Declarant's sole cost and expense and in a good and workmanlike manner. All operations of the Declarant Signage Equipment by the Declarant shall be in material compliance with all applicable

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governmental regulations. The Declarant Signage Equipment, including the Signage Support, shall at all times be owned by the Declarant or its contractors and their successors and assigns and shall be personal property and not fixtures. The Association shall not install new equipment on the Property, or permit any other person or entity to do so if such equipment would be likely to cause interference with the Declarant Signage Equipment or any Signage Support.

7. LIMITED COMMON ELEMENTS.

7.1 **Description.** A portion of the Common Elements are designated as "Limited Common Elements," as shown in the Condominium Plat. Such Limited Common Elements shall and will be reserved for the exclusive and appurtenant use of the owner or occupant of the Unit to which they are appurtenant, to the exclusion of all other Units in **LANDMARK ON THE LAKE CONDOMINIUM**. Such Limited Common Elements consist of the balconies adjoining the Residential Units which shall be appurtenant to the Residential Units which they adjoin, the parking areas in the four (4) lowest levels of the Building, two of which are below grade, one of which is at grade and the upper level of which is above grade, which shall be appurtenant to the Units to which such Limited Common Elements are assigned by the initial deed of the Units by the Declarant or by assignment by Declarant, the storage areas on the Sub-Basement Parking Level and the Second (2^{nd}) Floor Level of the Building which shall be appurtenant to the Units to which such Limited Common Elements are assigned by the initial deed of the Units by the Declarant or by assignment by Declarant, all as set forth on the Condominium Plat and such other Limited Common Elements as may be identified on the Condominium Plat.

7.2 **Manner of Use.** The manner of use of the Limited Common Elements shall be governed by the Bylaws of, and such rules and regulations as may be established by, the Association, and no Unit owner shall alter, remove, repair, paint, decorate, landscape or adorn any Limited Common Element, or permit such, in any manner contrary to such Bylaws and rules and regulations. No major or structural changes or alterations shall be made by any Unit owner to any of the Limited Common Elements without the prior written approval of the Association, which approval may be given upon such terms and conditions as the Association deems appropriate.

7.3 **Transfer of Limited Common Elements**. Any Limited Common Element parking space or storage area may be assigned by a Unit owner to another Unit by an instrument of assignment recorded in the Milwaukee County real property records by describing such Limited Common Element in such assignment with reference to the Condominium Plat. Upon any such assignment, such Limited Common Element shall be appurtenant to and reserved for the exclusive use of the Unit referenced in such assignment, and such Unit owner shall have all of the rights and obligations regarding such Limited Common Element as provided in the Declaration. Thereafter, any such Unit owner may likewise assign any such Limited Common Element to any other Unit by a similar assignment recorded in the Milwaukee County real property records, whereupon such Limited Common Element shall be appurtenant to and reserved for the exclusive use of the Unit referenced in such assignment, and such Unit owner shall have all of the rights and obligations regarding such Limited Common Element as provided in the Declaration.

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

Each Unit owner shall own a fee simple interest in his, her or its Unit. Each Unit owner shall also 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

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have the right to use and occupy the Common Elements and Limited Common Elements for all purposes incident to the use and occupancy of a Residential Unit for residential purposes and such other uses allowed at the Property under the City of Milwaukee zoning ordinance, for all purposes incident to the use and occupancy of any Unit owned by the Association for residential and/or Association purposes in connection with the management of the Property and for all purposes incident to the use and occupancy of Unit 101 for Unit leasing or sales purposes, residential purposes, Association purposes or such other uses as may be determined by the Owner of such Unit 101, which rights shall be appurtenant to and run with the Unit.

The percentage of such undivided ownership interest in the Common Elements and Limited Common Elements relating to each Unit and its owner shall be as follows:

Unit No.	Percentage Interest	Unit No.	Percentage Interest
301	0.2633%	511	0.3535%
302	0.3893%	512	0.4246%
303	0.2411%	601	0.2687%
304	0.2427%	602	0.3947%
305	0.3671%	603	0.2464%
306	0.2503%	604	0.2480%
307	0.4005%	605	0.3724%
308	0.2093%	606	0.2556%
309	0.4232%	607	0.4037%
310	0.3689%	608	0.2146%
311	0.3492%	609	0.4349%
312	0.4204%	610	0.3753%
401	0.2654%	611	0.3546%
402	0.3915%	612	0.4257%
403	0.2432%	701	0.2697%
404	0.2448%	702	0.3958%
405	0.3692%	703	0.2485%
406	0.2524%	704	0.2491%
407	0.4015%	705	0.3735%
408	0.2114%	706	0.2567%
409	0.4274%	707	0.4047%
410	0.3710%	708	0.2157%
411	0.3514%	709	0.4381%
412	0.4225%	710	0.3764%
501	0.2676%	711	0.3556%
502	0.3936%	712	0.4268%
503	0.2453%	801	0.2708%
504	0.2469%	802	0.3968%
505	0.3714%	803	0.2496%
506	0.2545%	804	0.2512%
507	0.4026%	805	0.3746%
508	0.2136%	806	0.2577%
509	0.4317%	807	0.4058%
510	0.3732%	808	0.2168%

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Unit No.	Percentage Interest	Unit No.	Percentage Interest
809	0.4413%	1206	0.2631%
810	0.3775%	1207	0.4101%
811	0.3567%	1208	0.2221%
812	0.4279%	1209	0.4510%
901	0.2719%	1210	0.3828%
902	0.3979%	1211	0.3631%
903	0.2507%	1212	0.4343%
904	0.2523%	1401	0.2783%
905	0.3756%	1402	0.4043%
906	0.2588%	1403	0.2571%
907	0.4069%	1404	0.2587%
908	0.2178%	1405	0.3810%
909	0.4435%	1406	0.2642%
910	0.3785%	1407	0.4112%
911	0.3578%	1408	0.2232%
912	0.4289%	1409	0.4542%
1001	0.2729%	1410	0.3839%
1002	0.3990%	1411	0.3642%
1003	0.2528%	1412	0.4353%
1004	0.2544%	1501	0.2804%
1005	0.3767%	1502	0.4065%
1006	0.2599%	1503	0.2582%
1007	0.4080%	1504	0.2598%
1008	0.2189%	1505	0.3821%
1009	0.4467%	1506	0.2652%
1010	0.3796%	1507	0.4122%
1011	0.3588%	1508	0.2243%
1012	0.4300%	1509	0.4574%
1101	0.2751%	1510	0.3850%
1102	0.4011%	1511	0.3663%
1103	0.2539%	1512	0.4375%
1104	0.2555%	1601	0.2826%
1105	0.3789%	1602	0.4086%
1106	0.2620%	1603	0.2592%
1107	0.4090%	1604	0.2608%
1108	0.2210%	1605	0.3831%
1109	0.4478%	1606	0.2663%
1110	0.3807%	1607	0.4133%
1111	0.3610%	1608	0.2253%
1112	0.4321%	1609	0.4606%
1201	0.2772%	1610	0.3860%
1202	0.4032%	1611	0.3685%
1203	0.2560%	1612	0.4396%
1204	0.2576%	1701	0.2836%
1205	0.3799%	1702	0.4097%

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Unit No.	Percentage Interest	Unit No.	Percentage Interest
1703	0.2614%	2101	0.2933%
1704	0.2630%	2102	0.4204%
1705	0.3842%	2103	0.2699%
1706	0.2674%	2104	0.2715%
1707	0.4144%	2105	0.3928%
1708	0.2264%	2106	0.2759%
1709	0.4638%	2107	0.4229%
1710	0.3871%	2108	0.3658%
1711	0.3695%	2109	0.6204%
1712	0.4407%	2110	0.2486%
1801	0.2847%	2111	0.4557%
1802	0.4107%	2201	0.2943%
1803	0.2624%	2202	0.4214%
1804	0.2641%	2203	0.2721%
1805	0.3853%	2204	0.2737%
1806	0.2684%	2205	0.3938%
1807	0.4154%	2206	0.2770%
1808	0.2275%	2207	0.4240%
1809	0.4670%	2208	0.3669%
1810	0.3882%	2209	0.6290%
1811	0.3706%	2210	0.2508%
1812	0.4418%	2211	0.4578%
1901	0.2858%	2301	0.2954%
1902	0.4118%	2302	0.4225%
1903	0.2635%	2303	0.2742%
1904	0.2651%	2304	0.2758%
1905	0.3863%	2305	0.3949%
1906	0.2695%	2306	0.2781%
1907	0.4165%	2307	0.4251%
1908	0.2285%	2308	0.3679%
1909	0.4702%	2309	0.6418%
1910	0.3892%	2310	0.2529%
1911	0.3717%	2311	0.4600%
1912	0.4428%	2401	0.4181%
2001	0.2911%	2402	0.4332%
2002	0.4172%	2403	0.2774%
2003	0.2689%	2404	0.2790%
2004	0.2705%	2405	0.4056%
2005	0.3917%	2406	0.4341%
2006	0.2749%	2407	0.7178%
2007	0.4219%	2408	0.7692%
2008	0.3647%	2501	0.4203%
2009	0.7274%	2502	0.4353%
2010	0.2465%	2503	0.2796%
2011	0.4535%	2504	0.2812%

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Unit No.	Percentage Interest	Unit No.	Percentage Interest
2505	0.4077%	2703	0.2838%
2506	0.4358%	2704	0.2855%
2507	0.6750%	2705	0.4131%
2508	0.7264%	2706	0.4411%
2601	0.4224%	2707	0.6804%
2602	0.4375%	2708	0.7328%
2603	0.2817%	2800	1.1009%
2604	0.2833%	2802	0.4578%
2605	0.4099%	2803	0.2945%
2606	0.4379%	2804	0.2962%
2607	0.6771%	2805	0.4291%
2608	0.7296%	2806	0.4518%
2701	0.4245%	2807	0.6978%
2702	0.4396%	101	0.0543%

9. ASSOCIATION OF UNIT OWNERS.

9.1 **Membership, Duties and Obligations.** All Unit owners shall be entitled and required to be a member of an association of Unit owners to be known as **LANDMARK ON THE LAKE CONDOMINIUM** Association, Ltd. (the "Association") which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the Common Elements and Limited Common Elements. Such Association shall be incorporated as a nonstock corporation under the laws of the State of Wisconsin. Each Unit owner and the occupants of the Units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the Bylaws and rules and regulations of the Association.

9.2 **Voting Rights.** Until the period of Declarant control provided in Section 9.3 below has expired, no Unit owner shall have the right to elect the Board of Directors of the Association; all such Board members shall be appointed as provided in Section 9.3 below. After the period of Declarant control has expired, each Unit shall be entitled to the number of votes equal to the percentage interest of such Unit as provided in Section 8 hereof. The total number of all votes for all Unit owners shall be 100. Only one membership shall exist for each Unit; if title to a Unit is held by more than one person, the membership and votes 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. Voting rights may not be split, and shared membership interests must be voted pursuant to the designation contained in the Membership List maintained pursuant to the Bylaws. The Declarant shall be entitled to cast the votes pertaining to any Unit or Units declared as a part of **LANDMARK ON THE LAKE CONDOMINIUM** but not sold, until such time as the respective Units are sold by Declarant or its successors or assigns.

The respective rights, qualifications and obligations of the members of the Association shall be as set forth in the Bylaws of the Association.

9.3 **Declarant Control.** Notwithstanding any other provisions herein contained, Declarant, its successors and assigns, shall have the right at its option to appoint and remove the members of the Board of Directors and officers of the Association and to amend the Bylaws or rules

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and regulations of the Association, until the earlier of: (a) three (3) years from the date of the closing of the first sale of a Unit by Declarant, (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers by Declarant, or (c) until such earlier time as may be determined by Declarant, subject in each case to provisions of the Act. Each owner of a Unit in **LANDMARK ON THE LAKE CONDOMINIUM** shall be deemed by acceptance of any deed to any Unit to agree, approve, and consent to the right of Declarant to so control the Association.

9.4 **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 **LANDMARK ON THE LAKE CONDOMINIUM**. The Association may contract for common services or utilities as may be required for each Unit.

9.5 **Association Records.** The Association shall have current copies of this Declaration, the Articles of Incorporation and the Bylaws of the Association, the Condominium Plat, any rules or regulations affecting **LANDMARK ON THE LAKE CONDOMINIUM**, and the Association's books, records and financial statements available for inspection during normal business hours by Unit owners or by holders, insurers or guarantors of first mortgages secured by condominium Units in **LANDMARK ON THE LAKE CONDOMINIUM**. Upon written request, the Association shall provide a written financial statement for the preceding fiscal year to any such holder, insurer or guarantor of a first mortgage secured by a Unit in **LANDMARK ON THE LAKE CONDOMINIUM**. The Association shall make available to sellers within ten (10) days after request, current copies of the Declaration, Bylaws of the Association, any rules and regulations affecting **LANDMARK ON THE LAKE CONDOMINIUM**, any other materials necessary for a seller to comply with Section 703.33 of the Act and the most recent financial statement of the Association during normal business hours. The seller shall pay the Association the actual costs of furnishing the information.

10. USES.

The Residential Units are intended for residential uses and such other uses as allowed at the Property under the City of Milwaukee zoning ordinance as governed by the terms and conditions contained herein and the Bylaws of the Association. The use and occupancy of any Unit owned by the Association may be for residential and/or Association purposes in connection with the management of the Property. Unit 101 is initially intended for use as a leasing or sales office but may also be used for residential, Association or commercial purposes as determined by the Owner of Unit 101. Notwithstanding the foregoing, the Declarant reserves the right, at its option and in its sole discretion, to use and occupy various Units, selected by the Declarant, as "model" Units and sales offices, to use the social center located on the Second (2nd) Floor Level of the Building for sales, leasing or closing purposes and to use and designate parking and reserved parking spaces to be used in connection with Declarant's sale activities and to direct prospective buyers to parking areas, until ninety (90) days after all Units have been sold, or until such earlier time as may be determined by Declarant.

11. REPAIRS AND MAINTENANCE.

11.1 **Individual Units.** Each Unit owner shall be responsible for keeping the interior of his or her Unit and all of its equipment, fixtures and appurtenances in good order,

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condition and repair and in a clean and sanitary condition, and shall be responsible for interior decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his or her Unit, all as is more fully set forth in the Bylaws and Rules and Regulations of the Association. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the Unit in good repair, each Unit owner shall be responsible for the maintenance, repair or replacement of any doors and windows (including replacement of broken glass), patio and balcony doors, screens and screening, lighting fixtures, refrigerators, ranges, heating and air conditioning equipment servicing only the Unit, plumbing fixtures, dishwashers, disposals, laundry equipment such as washers and dryers, water heaters, interior electrical wiring and fixtures, door bells, or other equipment which may be in, or connect with, the Unit or the Limited Common Elements appurtenant to the Unit. For purposes of uniformity of external appearance and quality, the Association may specify the type, color and quality of materials to be used in replacing, repairing, painting or maintaining external fixtures such as entry doors, garage doors, lighting fixtures and other items which may be determined from time to time by the Board of Directors of the Association.

11.2 **Common Elements.** Except as provided below, the Association shall be responsible for the replacement, repair, management and control of the Common Elements and Limited Common Elements, and shall cause the same to be kept in good, clean, attractive and sanitary condition, order, and repair except to the extent individual Unit owners are responsible therefor as provided hereafter with respect to Limited Common Elements. Without in any way limiting the foregoing, this shall include all routine painting, repair, and maintenance of Building exteriors, including walls and roof, and repair and maintenance of walkways and driveways, as is all more fully set forth in the Bylaws. Except as provided below, all expenses of maintenance of the Common Elements shall be a common expense of the Association. The Association shall have control over all additions, improvements and alterations to Common Elements and Limited Common Elements. Individual Unit owners may make alterations or additions to Common Elements or Limited Common Elements, upon application to and prior approval by the Association. Individual Unit owners shall be responsible at their sole expense for maintenance, repair and upkeep of all such individual additions, improvements, alterations and changes made to the Common Elements or Limited Common Elements. In the event any repair or maintenance of the Common Elements is necessitated by reason of the negligence or misuse of a Unit owner or the guest or agent of a Unit owner, such expense shall be charged and specially assessed against the responsible Unit owner, unless such loss is covered by insurance.

11.3 **Limited Common Elements.** Each Unit owner shall keep the Limited Common Elements appurtenant to his or her Unit, as defined in Section 7 hereof and as described in the Condominium Plat, in a good, clean, sanitary and attractive condition and shall be responsible for any regular maintenance required to keep the Limited Common Elements in such condition.

11.4 **Prohibition Against Structural Changes by Owner.** A Residential Unit owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to his or her Unit, or in or to the exterior of any building or any Common Elements or Limited Common Elements, or make or install any improvements or equipment which may affect other Units or the owners of other Units. A Unit owner shall not perform, or allow to be performed, any act or work which will impair the structural soundness or integrity of the buildings or Units, or the safety of the Property, or impair any easement or property right, without the prior written consent of the Association.

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11.5 **Entry for Repairs.** The Association may enter any Unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of public utilities or for any other matters for which the Association is responsible. Such entry shall be made with prior notice to the Unit owners, except in the case of an emergency when injury or property damage will result from delayed entry, and with as little inconvenience to the Unit owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense except as allocable to an individual Unit or Units in the discretion of the Board of Directors.

11.6 **Decorating.** Each Unit owner shall have the exclusive right to carpet, paint, repaint, tile, panel, paper or otherwise refurbish and decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of his or her Unit and all walls, ceilings, floors and doors within such boundaries, and to erect partition walls of a non-structural nature within his or her Unit; provided, however, that such construction complies with all applicable laws and ordinances.

12. RELOCATION OF BOUNDARIES AND SEPARATION AND MERGER OF UNITS.

Relocation of boundaries between adjoining Units, separation of Units and merger of Units in **LANDMARK ON THE LAKE CONDOMINIUM** are permitted in accordance with Section 703.13 of the Act. .

13. DESTRUCTION AND RECONSTRUCTION.

In the event of a partial or total damage or destruction of the Building or any other part of the Common Elements, such shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built, so as to be compatible with the remainder of **LANDMARK ON THE LAKE CONDOMINIUM**. However, in the case of damage or destruction, the repair or reconstruction of which would exceed available insurance proceeds, the Association may determine not to rebuild or repair by affirmative vote and written consent of at least 75% of the votes in the Association within 90 days of the date of the damage or destruction. In such event, the Property shall be subject to an action for partition and shall be partitioned pursuant to §703.18 of the Wisconsin Statutes, as amended, providing for distribution of net proceeds of sale of the Property and net proceeds of insurance in proportion to the undivided percentage ownership interests in the Common Elements and in accordance with the priority of interests in each Unit, and the Association shall be dissolved.

On reconstruction, the design, plan and specifications of the Building or any Unit may vary from that of the original upon approval of the Association, provided, however, that the number of square feet of any Unit may not vary by more than ten percent (10%) from the number of square feet for such Unit as originally constructed. 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 14 hereof. The Association shall have the right to levy assessments as a common expense against all Unit owners in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

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14. INSURANCE.

14.1 **Units.** Individual Unit owners shall provide insurance for their respective Units and all fixtures and improvements contained therein. Premiums for such insurance shall be an individual expense of the respective Unit owners.

14.2 **Common Elements.** The Association shall provide and maintain fire and broad form extended coverage insurance on the Building, improvements, and any other Common Elements and Limited Common Elements in an amount not less than the full replacement value thereof from time to time. Such insurance shall be obtained in the name of the Association as trustee for each of the Unit owners and their respective mortgagees in the percentages established in this Declaration, as their interests may appear. Premiums shall be a common expense. All hazard and flood insurance policies shall have the standard mortgagee clause and provide for notice to the mortgagee(s) at least fifteen (15) days before lapse, material modification or cancellation of the policy. To the extent required by law or deemed advisable by the Declarant or the Association, the Association shall provide and maintain flood insurance on the buildings, improvements and any other Common Elements and Limited Common Elements.

In the event of partial or total destruction of the Building and the repair or reconstruction of such Building in accordance with Section 13 hereof, the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost thereof. If it is determined not to reconstruct or repair, then the insurance proceeds together with the net proceeds of sale, shall be distributed to the Unit owners and their mortgagees, if any, as their respective interests may appear, in the manner provided by the Act.

14.3 **Combined Insurance.** If insurance coverage is available to combine protection for the Association and the Unit owner's individual Unit, the Board of Directors is hereby given discretionary power to negotiate such combination 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 or she directs the Board of Directors to include in such policies for his or her additional protection. Copies of all such policies shall be provided to each mortgagee. Nothing contained in this paragraph shall be deemed to prohibit any Unit owner, at his or her own expense, to provide any additional insurance coverage on his or her improvements or on his or her Unit which will not duplicate any insurance provided by the Association.

14.4 **Liability Insurance.** The Association shall also provide public liability insurance covering the Common Elements and the Limited Common Elements with respect to all claims commonly insured against in such amounts as may be determined at the discretion of the Association from time to time. The Association may also provide flood insurance, workman's compensation insurance, directors' and officers' liability insurance and fidelity bonds on such officers and employees in such amounts and with such coverage as is determined by the Board of Directors to be necessary or advisable from time to time.

14.5 **Terms of Insurance.** 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 agents, invitees and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more Unit owners, or the Association, or their agents, invitees and guests, without thirty (30) days prior written notice to the Association and any mortgagees giving it opportunity to cure the defect within that time. The amount of protection and

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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 as determined by the Board of Directors to conform to the requirements of full insurable value.

15. **CONDEMNATION.**

15.1 **General.** This Section shall be deemed to be supplemental to and not in derogation of the provisions of § 703.19 of the Wisconsin Statutes, as amended.

15.2 **Notice and Participation of Unit Owners.** If any of the Common Elements or any part thereof shall be taken, injured or destroyed by eminent domain, each Unit owner affected shall be entitled to notice of such taking and to participate through the Association in the proceedings incident thereto.

15.3 **Allocation of Awards.** Any awards made in connection with such proceedings shall be collected by the Association and applied or distributed by it in accordance with Section 8 hereof, unless the award or decree provides to the contrary.

If a part of the Common Elements is acquired by eminent domain, the award must be paid to the Association unless the decree provides that the Association shall divide any portion of the award not used for any restoration or repair of the remaining Common Elements among the Unit owners affected in proportion to their respective damage suffered and their respective percentage interest in the Common Elements before the taking on an equitable basis.

15.4 **Re-Allocation Following Condemnation.**

15.4.1 **Units Rendered Unusable.** Upon acquisition by the condemning authority, each affected Unit's entire percentage interest and its corresponding liability for payment of Common Expenses shall be automatically reallocated among the remaining Units in accordance with the formula set forth in subparagraph 15.4.3 below. Any remnant of a Unit which has been rendered unusable remaining after a part of a Unit is taken shall thereafter be a Common Element.

15.4.2 **Units Remaining Usable.** Upon acquisition by the condemning authority, each affected Unit's percentage interest and its corresponding liability for payment of Common Expenses shall be adjusted and the amount by which the percentage interest and corresponding liability of each affected Unit is reduced shall thereafter be proportionately reallocated among all Units within the Condominium in accordance with the formula set forth in subparagraph 15.4.3 below.

15.4.3 **Reallocation Formula.** After acquisition by the condemning authority pursuant to subparagraph 15.4.1 or 15.4.1.2 above, each remaining Unit's percentage interest and its corresponding liability for common expenses shall be adjusted in accordance with the proportion to which the square footage of the respective Unit bears to the aggregate square footage of all of the remaining Units.

15.4.4 **Amendment Upon Reallocation.** Upon any reallocation of percentage interests and liability for Common Expenses in accordance with subparagraph 15.4.3 above, the Association shall promptly prepare, execute and record an amendment to this Declaration reflecting the reallocated percentage interest and liability for common expenses as so calculated.

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16. LIABILITY FOR COMMON EXPENSES.

16.1 **Assessments for Common Expenses.** The costs of administration of the Association, insurance, repair, maintenance and other expenses of the Building, improvements, the Common Elements and Limited Common Elements, including, but not limited to, common services provided to the Unit owners such as professional management services, trash removal, common electrical, water, sewer, snow removal, and repair and maintenance of heating and cooling equipment serving more than one Unit, the pools and other recreational amenities, the social center, common hallways, lobbies, elevators, stairways, landscaping, walkways, driveways, and parking areas, shall be paid for by the Association. The Association shall make assessments against the Unit owners and the Units for such common expenses in accordance with the percentage of the undivided interest in the Common Elements relating to each Unit, in the manner provided in the Bylaws of the Association. The Association shall have the right and authority to levy general and special assessments to pay for common expenses. No Unit owner may exempt himself or herself or his or her Unit ownership from liability for his or her contribution toward the common expenses by waiver of the use or enjoyment of any of the Common Elements or Limited Common Elements or services or by abandonment of his or her Unit or because of a dispute over services provided or not provided by the Association; and no conveyance shall relieve the Unit owner-grantor or his or her Unit of such liability, and he or she shall be jointly, severally and personally liable for the common expenses incurred up to the date of sale, until all expenses charged to his or her Unit have been paid, but the obligation shall not pass to a successor in title unless such party agrees to assume the obligation. The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements, and no Unit owner shall have any "self help" rights regarding the Common Elements or Limited Common Elements or any right to reimbursement from the Association for any purported benefit conferred upon any Common Element or Limited Common Element by any Unit owner without the explicit consent of the Association.

16.2 **Assessment Installments.** All 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 in the Act. Assessments shall be made against the Unit owners and the Units at the beginning of each fiscal year of the Association to meet estimated common expenses of the Association for the ensuing year; however, if prorated and paid in installments, the assessments shall not be considered due until the respective installment payment dates. In the event of delinquency in payment, the Association may assess penalties and interest, and may accelerate annual assessments remaining unpaid with respect to such delinquent Unit for purposes of collection or foreclosure action by the Association.

16.3 **Commencement of Payments.** Regular assessments for each and every Unit (including Units owned by Declarant) shall commence on the date of recordation of the first instrument of conveyance to the first Unit, with subsequent installments due on the first day of each month thereafter. Such monthly payments of common expenses shall be in accordance with the proposed annual budget prepared by Declarant for the Association. Installments for partial months shall be prorated.

16.4 **Unpaid Assessments.** If a Unit owner defaults in any payment, the Association shall take appropriate measures as provided by law. The defaulting Unit owner shall be responsible for all costs incurred by the Association in seeking to enforce payment including the Association's actual attorney fees. Unit owners shall be both personally liable for assessments and a lien shall be imposed against such owner's Unit for same; provided, however, such lien shall be

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subordinate to the lien of a first mortgage recorded prior to the due date of the delinquent assessment. Liens for unpaid assessments as provided in the Act shall also extend to and secure interest, fines and reasonable costs of collection including attorneys' fees incurred by the Association incident to the collection of assessments or enforcement of liens. Unpaid real estate taxes for the period before the Units are separately assessed for tax purposes shall also constitute assessments due to the Association for which the Association may impose liens against such delinquent owner's Unit. The Association may purchase a Unit upon the foreclosure of its lien. A lien for assessments will not be affected by the sale or transfer of a Unit, provided that the foreclosure of a first mortgage lien extinguishes the lien for any assessments payable prior to such foreclosure sale, but will not relieve any subsequent Unit owner from paying further assessments.

16.5 **No Statutory Reserve Account**. A statutory reserve account is not established under Section 703.163 of the Act. The foregoing shall constitute a statutory reserve account statement under Section 703.163(11) of the Act. A reserve fund shall be designated as provided in the Bylaws of the Association.

17. PARTITION OF COMMON ELEMENTS PROHIBITED.

There shall be no partition of the Common Elements and Limited Common Elements through judicial proceedings or otherwise, except as otherwise provided in this Declaration, until this Declaration is terminated and the Property is withdrawn from its terms or from the terms of the Act; provided, however, that if any Unit shall be owned by two or more co-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 co-owners.

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

The percentage of undivided 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, lease or other instrument affecting title to such Unit ownership without including therein both his or her interest in the Unit and his or her corresponding percentage of ownership 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, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

19. EASEMENTS, RESERVATIONS AND ENCROACHMENTS.

19.1 **Utilities.** 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 water lines and pipes, sewer lines, gas mains, telephone wires and equipment, master television antenna system or cable wires and equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along and on any part of the Common Elements, to service the Property. The Association or the Declarant has the right to grant permits, licenses and easements for utilities, roads and other purposes under, through or over the Common Elements which are reasonably necessary to the ongoing development and operation of **LANDMARK ON THE LAKE CONDOMINIUM**.

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19.2 **Encroachments.** In the event that by reason of the construction, reconstruction, repair, settlement, movement or shifting of any building, or the design or construction of any Unit, any part of the Common Elements or Limited Common Elements, encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements or Limited Common Elements, or any portion of any Unit encroaches upon any part of any other Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit so long as all or any part of the building containing such Unit shall remain standing, and Unit and Common Element boundaries shall be as provided in the Act. Provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any Unit or in favor of the owner or owners of the Common Elements or Limited Common Elements, if such encroachment occurred due to the willful and knowing conduct of said owner or owners.

19.3 **Rights of Ingress and Egress.** Each Unit owner shall have an unrestricted right of ingress and egress to and from his or her Unit and utilities servicing that Unit that shall be perpetual and pass with the Unit upon transfers of ownership. The Association and the owners of the Units to which the Limited Common Element storage spaces S309 and S310 as shown on the Condominium Plat are appurtenant shall have an easement over the Limited Common Element parking spaces P120, P121, P123 and P124 as shown on the Condominium Plat for access for ingress and egress to the rooms and storage spaces to the east of such parking spaces.

19.4 **Binding Effect.** All easements and rights described in this Section 19 are easements appurtenant, running with the land, and are subject to the reasonable 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 undersigned, its successors and assigns, and on all Unit owners, purchasers and mortgagees and their heirs, personal representatives, successors and assigns. The Association or the Declarant shall have the authority to execute and record all documents necessary to carry out the intent of this Section 19.

20. RIGHTS OF ACTION; FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER.

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

20.2 **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 by the Association.

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21. AMENDMENTS TO DECLARATION.

21.1 **General.** Except as otherwise provided by the Act, or as otherwise provided below, this Declaration may be amended (i) pursuant to Section 703.09(2) of the Act, only with the written consent of Unit owners with not less than two-thirds (2/3) of the aggregate number of votes in the Association, and such consents are approved by the first mortgagee of the Unit, or the holder of an equivalent security interest, if any, or (ii) pursuant to Section 703.093 of the Act with written consent of Unit owners with at least two-thirds (2/3) of the aggregate number of votes in the Association, and such consents are approved by the mortgagees or holders of equivalent security interests in the Units and as otherwise provided in such Section. Notwithstanding anything to the contrary provided in this Declaration, this Declaration may not be amended to amend, change or restrict the uses or manner of uses allowed for Unit 101, increase the obligations upon Unit 101, change the method of allocation of expenses to the detriment of Unit 101, or otherwise alter or abrogate the rights of the owner of Unit 101 without the written consent and affirmative vote of the owner of Unit 101. Prior to completion of construction and initial sale of all Units by Declarant, the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Amendments shall be executed by the President of the Association and shall become effective when recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin. A copy of the amendment shall be recorded with the Office of 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, her or its address on file with the Association.

21.2 **Material Amendments.** Amendments of a material nature, in addition to requiring the written consent of not less than two-thirds (2/3) of the total votes in the Association shall also require approval by Eligible Mortgagees (as hereinafter defined) who represent at least 51% of the votes of Unit owners that are subject to such mortgages. An addition, deletion, modification or change to any provision of this Declaration related to the following matters is defined as "material":

21.2.1 Voting rights;

21.2.2 Increases in assessments which exceed 25% of the previously assessed amount, or changes in the assessment basis, assessment liens, the priority of assessment liens or any method for imposing or determining any charges to be levied against the Unit owners:

21.2.3 Reductions in reserves for maintenance, repair, and replacement of common areas;

21.2.4 Responsibility for maintenance and repairs or any scheme of regulation or enforcement of standards for maintenance, architectural decision or exterior appearance of any improvements on Units;

21.2.5 Reallocation of interests in the Common Elements or the Limited Common Elements, or rights to their use;

21.2.6 Redefinition of any Unit boundaries;

21.2.7 Convertibility of Units into Common Elements or vice versa;

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21.2.8 Expansion or contraction of **LANDMARK ON THE LAKE CONDOMINIUM**, or the addition, annexation, or withdrawal of property to or from **LANDMARK ON THE LAKE CONDOMINIUM**;

21.2.9 Insurance or fidelity bond requirements or using insurance proceeds for purposes other than the construction or repair of the insured improvements;

21.2.10 Further imposition of restrictions on leasing of Units;

21.2.11 Imposition of any restrictions on a Unit owner's right to sell or transfer his or her Unit;

21.2.12 A decision by the Association to establish self-management when professional management had been required previously by **LANDMARK ON THE LAKE CONDOMINIUM's** documents, by the Eligible Mortgagees or by the Unit owners;

21.2.13 Restoration or repair of **LANDMARK ON THE LAKE CONDOMINIUM** (after damage or partial condemnation) in a manner other than that specified in **LANDMARK ON THE LAKE CONDOMINIUM** documents;

21.2.14 Any action or omission serving to abandon or terminate the legal status of **LANDMARK ON THE LAKE CONDOMINIUM** whether after substantial destruction or condemnation or otherwise;

21.2.15 Any provisions that expressly benefit mortgage holders, insurers, or guarantors.

21.2.16 Merging or consolidating the Association;

21.2.17 Abandoning, partitioning, encumbering, mortgaging, conveying, selling or otherwise transferring the boundaries of the Common Elements, except for (i) granting easements which are not inconsistent with or which do not interfere with the intended Common Element use; (ii) dedicating Common Elements as required by a public authority; (iii) limited boundary line adjustments made in accordance with this Declaration; or (iv) transferring Common Elements pursuant to a merger or consolidation with an entity formed for purposes similar to the Association; and

21.2.18 Making capital expenditures (other than for repair or replacement of existing improvements) during any period of twelve (12) consecutive months costing more than twenty percent (20%) of the annual operating budget of the Association.

22. NOTICES.

All notices and other documents required to be given by this Declaration or the Bylaws of the Association 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 Unit 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

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giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

23. **RESIDENT AGENT.**

The Resident Agent for the Condominium shall be Lawdock, Inc., 411 East Wisconsin Avenue, Suite 2040, Milwaukee, Wisconsin 53202-4497, or such other person or entity as may be designated from time to time by the Board of Directors of the Association, which designation shall be filed with the Department of Financial Institutions of the State of Wisconsin. A designation of a Resident Agent in replacement of said Agent shall be filed by the Association within thirty (30) days after the date Declarant has sold all Units in the Condominium, or at such earlier time as may be requested by said Agent. The Association may designate successors to the Resident Agent by affirmative vote of the Unit owners with a majority of the votes present or represented by proxy at a meeting of the Association at which a quorum is in attendance.

24. **MORTGAGEE RIGHTS.**

24.1 The holder, insurer or guarantor of any mortgage or land contract upon a Unit in **LANDMARK ON THE LAKE CONDOMINIUM** ("Mortgagee"), upon the submission of a request to the Association in writing delivered to the Resident Agent (an "Eligible Mortgagee"), shall be entitled to inspect Association documents and records to the same extent as the Unit owners and to receive written notice from the Association of the following matters:

24.1.1 Any condemnation or casualty loss that affects a material portion of **LANDMARK ON THE LAKE CONDOMINIUM**, a Common Element resulting in losses greater than ten percent (10%) of the Association's annual budget or any Unit securing its mortgage;

24.1.2 Any sixty (60) day delinquency in the payment of assessments owed by the owner of the Unit on which it holds a mortgage or any breach of the provisions of any instrument or rule governing **LANDMARK ON THE LAKE CONDOMINIUM** which is not cured by such owner within sixty (60) days of such owner's receipt of notice of such breach;

24.1.3 A termination, lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

24.1.4 Any proposed action that requires the consent of a specified percentage of Eligible Mortgagees as specified below or in Article 21 hereof.

24.2 Except as provided by the Act, the Association shall not, unless two-thirds (2/3) of the Eligible Mortgagees (based on one vote for each Unit mortgaged) have given their prior written consent after a minimum of thirty (30) days' notice is given to the Eligible Mortgagees:

24.2.1 Change the undivided percentage interest in the Common Elements of **LANDMARK ON THE LAKE CONDOMINIUM** appurtenant to any Unit, or the manner of making assessments for common expenses or the allocation of the distribution of insurance proceeds or condemnation awards based upon such percentage;

24.2.2 Partition or subdivide any Unit or Common Elements of **LANDMARK ON THE LAKE CONDOMINIUM**; or

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24.2.3 By act or omission seek to abandon or terminate **LANDMARK ON THE LAKE CONDOMINIUM**, encumber, sell, transfer or convey any part of the Common Elements of **LANDMARK ON THE LAKE CONDOMINIUM** or dissolve the Association.

24.2.4 Use hazard insurance proceeds for losses to any Units or Common Elements for other than the repair, replacement or reconstruction of such Units or Common Elements.

24.3 The termination of the legal status of **LANDMARK ON THE LAKE CONDOMINIUM** or removal of the Property from the provisions of the Act, for reasons other than substantial destruction or condemnation, shall not be effective unless agreed to by Eligible Mortgagees that represent at least 67% of the mortgaged Units, provided that such agreement may be deemed given in the event any Eligible Mortgagee fails to submit a response to any written proposal for an amendment within thirty (30) days after it receives notice of the proposal, provided the notice was delivered by certified or registered mail with return receipt requested.

24.4 A majority of the Eligible Mortgagees (based on one vote for each Unit mortgaged) shall have the right to demand professional management of the Association or an audit for the Association's financial records.

24.5 To be entitled to receive notification as provided for herein and become an Eligible Mortgagee, an Eligible Mortgagee must send a written request to the Resident Agent of Association, stating its name, address and the Unit number(s), address(es) on which it has a mortgage, insurance policy or guaranty.

24.6 A mortgagee having a first mortgage and acquiring title to a Unit pursuant to remedies provided in its mortgage or by a deed in lieu of foreclosure following an owner's default under the mortgage shall not be liable for such Unit's unpaid assessments accruing prior to the mortgagee's acquisition of title to the Unit.

25. 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.

26. CAPTIONS.

The captions and section headings herein are inserted only as matters of convenience and for reference, and in no way define nor limit the scope or intent of the various provisions hereof.

27. SEVERABILITY AND ASSIGNMENT.

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.

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IN WITNESS WHEREOF, the said Landmark on the Lake, LLC, an Illinois limited liability company, Declarant, has caused this document to be executed as of the date first set forth above.

LANDMARK ON THE LAKE, LLC
an Illinois limited liability company

By: NVG Residential, Inc., an Illinois corporation,
Its manager

By: _____
Nicholas V. Gouletas, Its Chairman

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this 28th day of February, 2006, the above named Nicholas V. Gouletas as Chairman of NVG Residential, Inc., an Illinois corporation, manager of Landmark on the Lake, LLC, an Illinois limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of said corporation.

CHRISSIA N. MARQUARDT NOTARY PUBLIC STATE OF WISCONSIN

_____
Notary Public, State of WISCONSIN
My commission expires: 8-25-06

This instrument was drafted by:

Scott L. Langlois
Quarles & Brady LLP
411 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

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CONSENT OF MORTGAGEE

The undersigned first mortgagee of the Property consents and subordinates its mortgage to the recordation of this Declaration and executes this Declaration pursuant to Section 703.09(1c) of the Act.

Corus Bank

By: John R. Markowicz

Name: JOHN R. MARKOWICZ

Title: SENIOR VICE PRESIDENT

STATE OF ILLINOIS)
) SS.
COOK COUNTY)

Personally came before me this 6th day of March, 2006, the above named John R. Markowicz as S.V.P. of Corus Bank, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of said Corus Bank.

"OFFICIAL SEAL"
ROSE ODESHOO
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 03/12/2006

Notary Public, State of _____

My commission expires: _____

CONSENT OF MORTGAGEE

The undersigned mortgagee of the Property consents and subordinates its mortgage to the recordation of this Declaration.

Rubicon Mezzanine Loan Fund II, LLC,
a Delaware limited liability company

By: _____

Name: Bruce Batkin

Title: _____

STATE OF New York)
) SS.
New York COUNTY)

Personally came before me this 8th day of March, 2006, the above named Bruce Batkin as _____ of Rubicon Mezzanine Loan Fund II, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of said Rubicon Mezzanine Loan Fund II, LLC.

ARTHUR DROGAN
Notary Public State of New York
No. 01DR4926146
Qualified in Queens County
Commission Expires April 4, 2006

Notary Public, State of NY.

My commission expires: April 04, 2006

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LANDMARK ON THE LAKE CONDOMINIUM

CONDOMINIUM PLAT

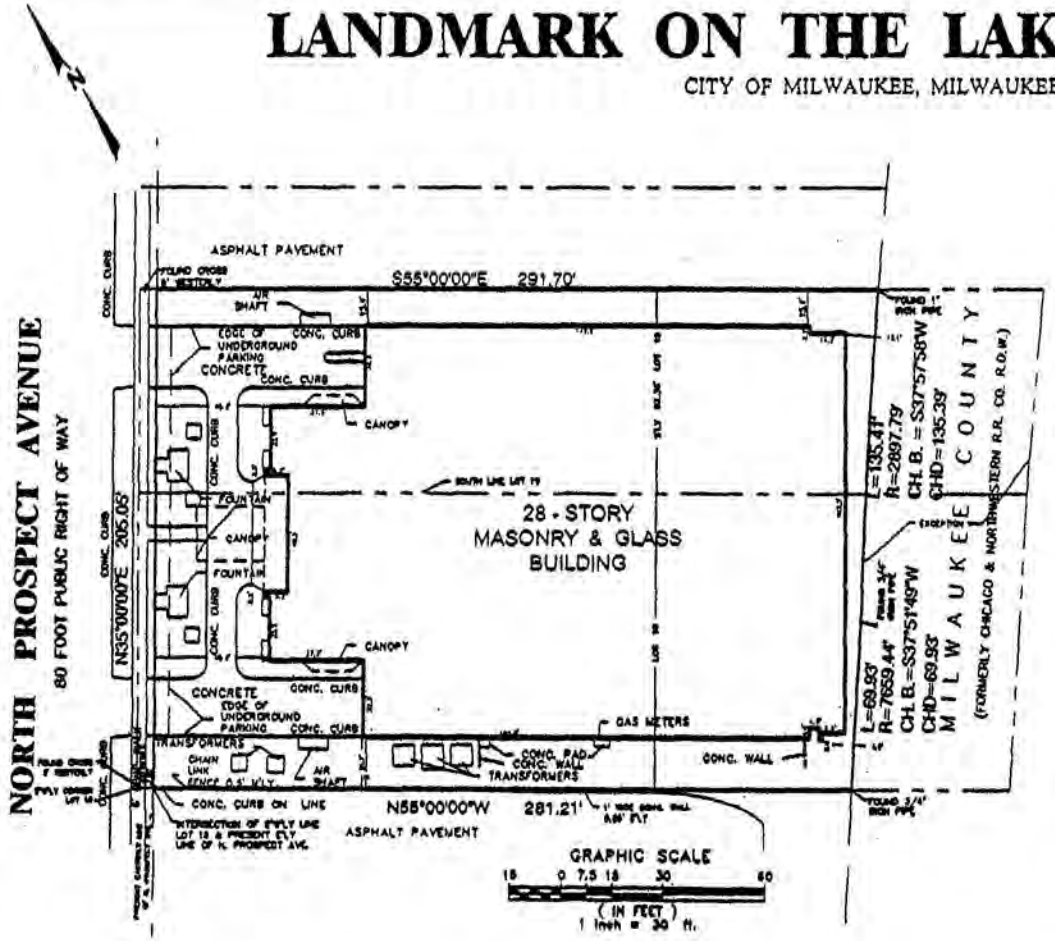
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LANDMARK ON THE LAKE CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

KNOWN AS 1660 NORTH PROSPECT AVENUE, CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



PART OF LOTS EIGHTEEN (18) AND NINETEEN (19), BLOCK ONE HUNDRED NINETY-NINE (199), IN ROGER'S ADDITION TO MILWAUKEE, BEING A SUBDIVISION OF A PART OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID LOT 18; THENCE SOUTH 55°00'00" EAST ALONG THE SOUTH LINE OF LOT 18 AFORESAID, 7.00 FEET TO THE PRESENT EASTERLY LINE OF NORTH PROSPECT AVENUE AND THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE NORTH 35°00'00" EAST ALONG SAID EASTERLY LINE 205.05 FEET TO A POINT WHICH IS 32.36 FEET NORTH 35°00'00" EAST OF THE SOUTH LINE OF SAID LOT 19; THENCE SOUTH 55°00'00" EAST AND PARALLEL WITH THE SOUTH LINE OF LOT 19 AFORESAID, 291.70 FEET TO A POINT ON THE WESTERLY LINE OF THE FORMER CHICAGO, NORTH WESTERN RIGHT-OF-WAY (NOW ABANDONED); THENCE SOUTHWESTERLY ALONG SAID WESTERLY LINE 135.41 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 2897.79 FEET AND WHOSE LONG CHORD BEARS SOUTH 37°57'58" WEST 135.39 FEET TO A POINT; THENCE CONTINUING SOUTHWESTERLY ALONG SAID WESTERLY LINE 69.93 FEET ON THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST WHOSE RADIUS IS 7659.44 FEET AND WHOSE CHORD BEARS SOUTH 37°51'49" WEST 69.93 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 18; THENCE NORTH 55°00'00" WEST ALONG SAID SOUTH LINE 281.21 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINS 58,555 SQUARE FEET OR 1.3445 ACRES.

AUGUST 25, 2005

SURVEY NO. 151713-CLH

NOTES:

1. COMMON ELEMENTS ARE ALL AREAS WITHIN THE CONDOMINIUM AND OUTSIDE OF THE UNITS.

2. REFER TO SECTION 7 OF THE ORIGINAL DECLARATION OF CONDOMINIUM FOR DESCRIPTIONS OF THE LIMITED COMMON ELEMENTS.

LCE = LIMITED COMMON ELEMENT - REFER TO THE DECLARATION OF CONDOMINIUM FOR A COMPLETE LIST OF THE 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 LANDMARK ON THE LAKE CONDOMINIUM 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(S) AND UNITS CONTAINED IN THE PLAT AND THE APPROXIMATE DIMENSIONS AND FLOOR AREAS THEREOF.

DONALD C. CHAPUT, RLS, S-1316 DATE

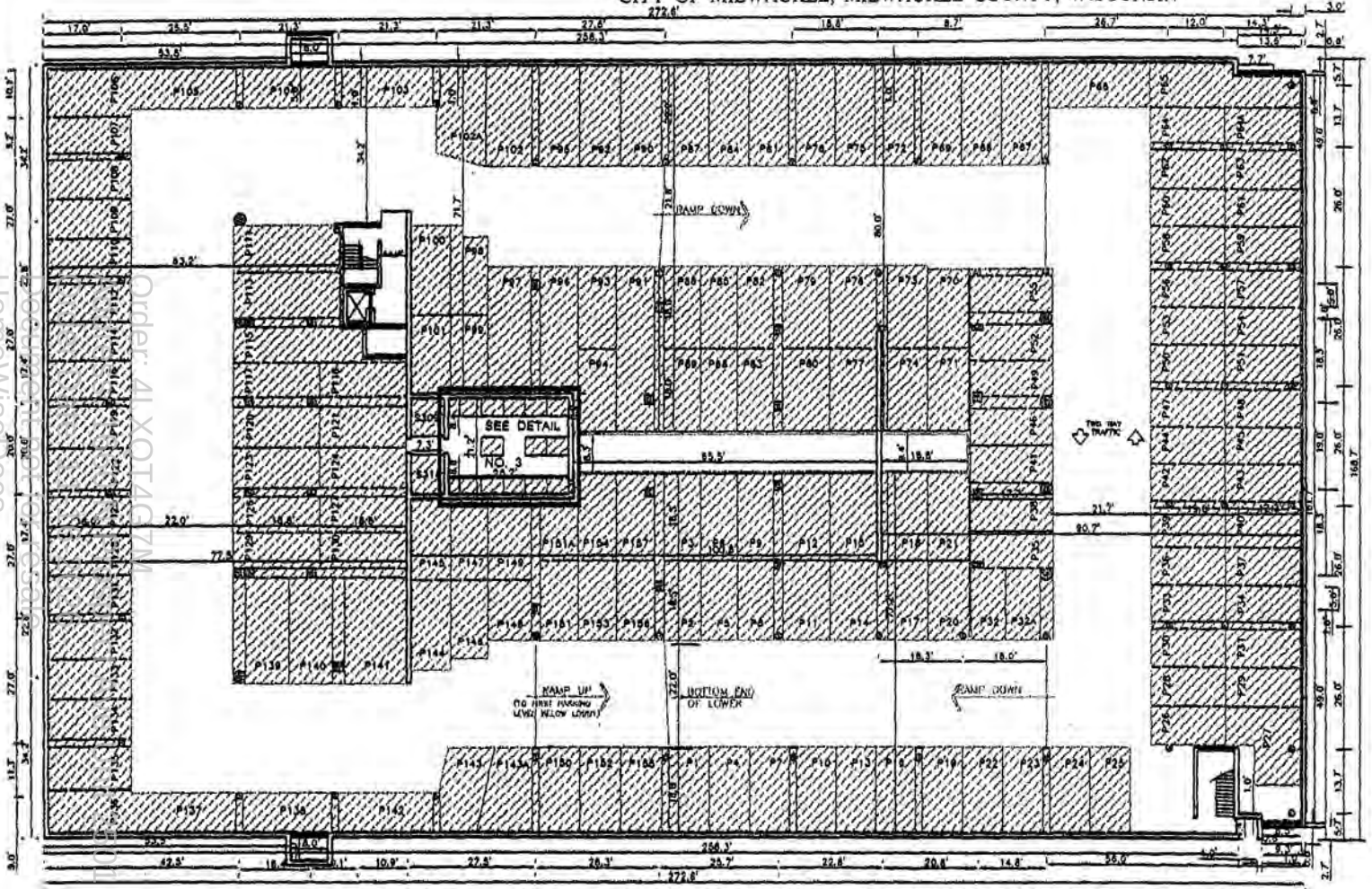
National Survey & Engineering
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262-781-1000
Fax 262-797-7373
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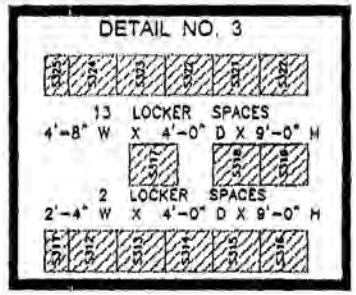
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CP1660NPROSPECT

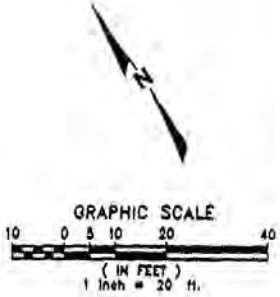
SHEET 1 OF 10

LANDMARK ON THE LAKE CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN







SUB - BASEMENT PARKING LEVEL

LIMITED COMMON ELEMENT

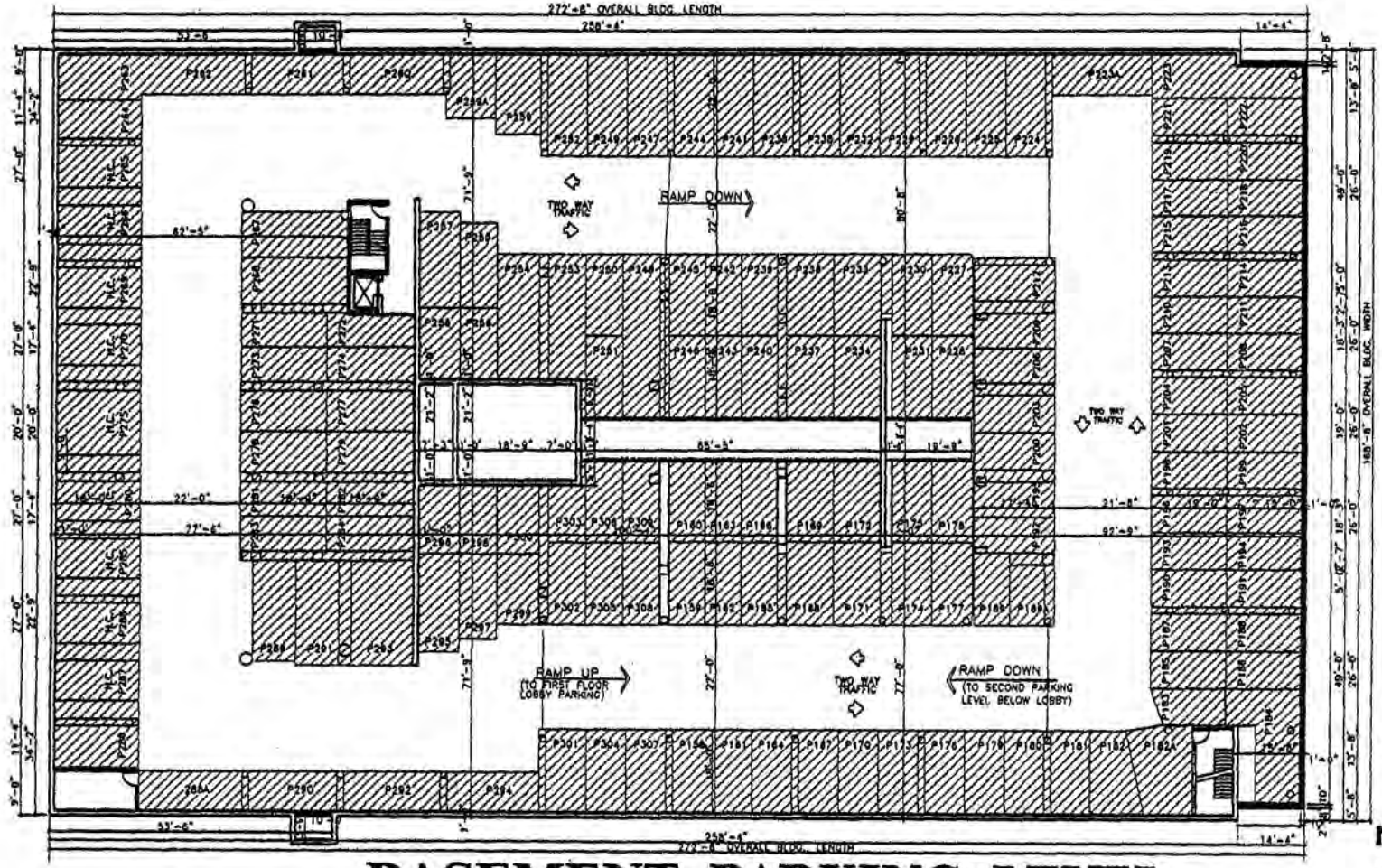
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SHEET 2 OF 10

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LANDMARK ON THE LAKE CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



BASEMENT PARKING LEVEL

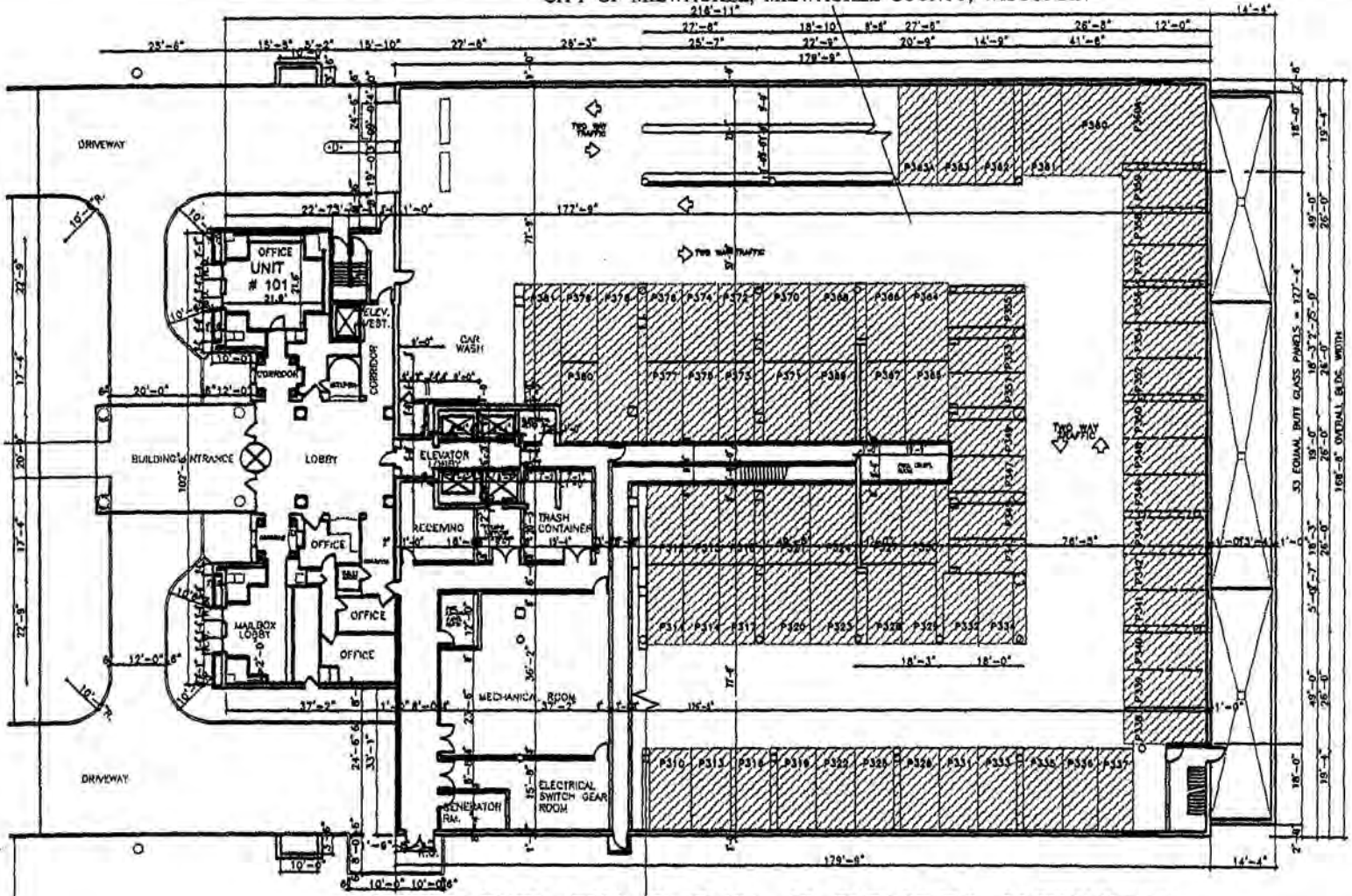
////////// LIMITED COMMON ELEMENT

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SHEET 3 OF 10

LANDMARK ON THE LAKE CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



UNIT #	UNIT AREA (S.F.)
101	374

* UNIT AREAS ARE APPROXIMATE AND ARE BASED ON BEST AVAILABLE INFORMATION.

GRAPHIC SCALE

10 0 5 10 20 40

(IN FEET)

1 inch = 20 ft.

FIRST FLOOR LOBBY LEVEL

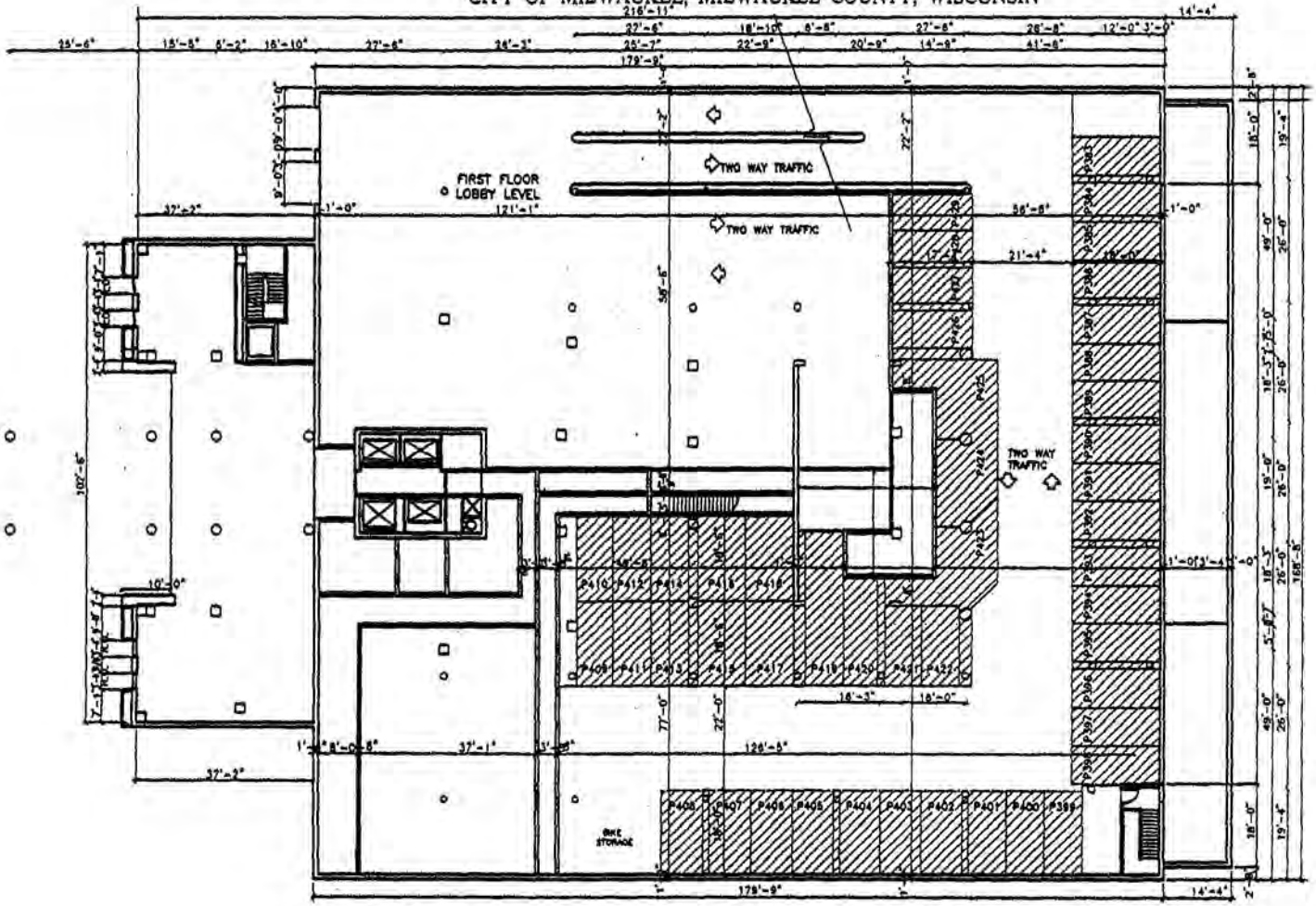
LIMITED COMMON ELEMENT

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SHEET 4 OF 10

LANDMARK ON THE LAKE CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



FIRST FLOOR MEZZANINE LEVEL

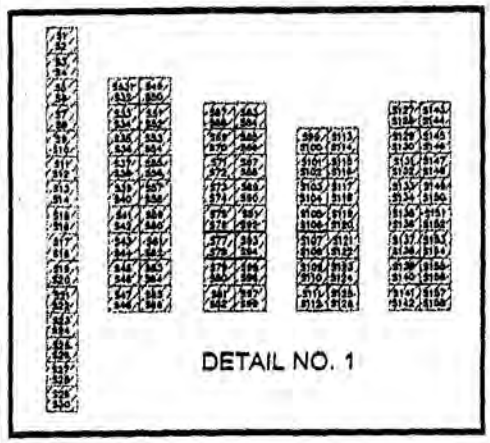
LIMITED COMMON ELEMENT

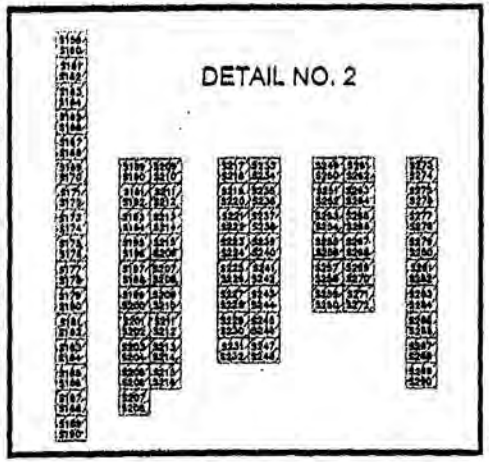
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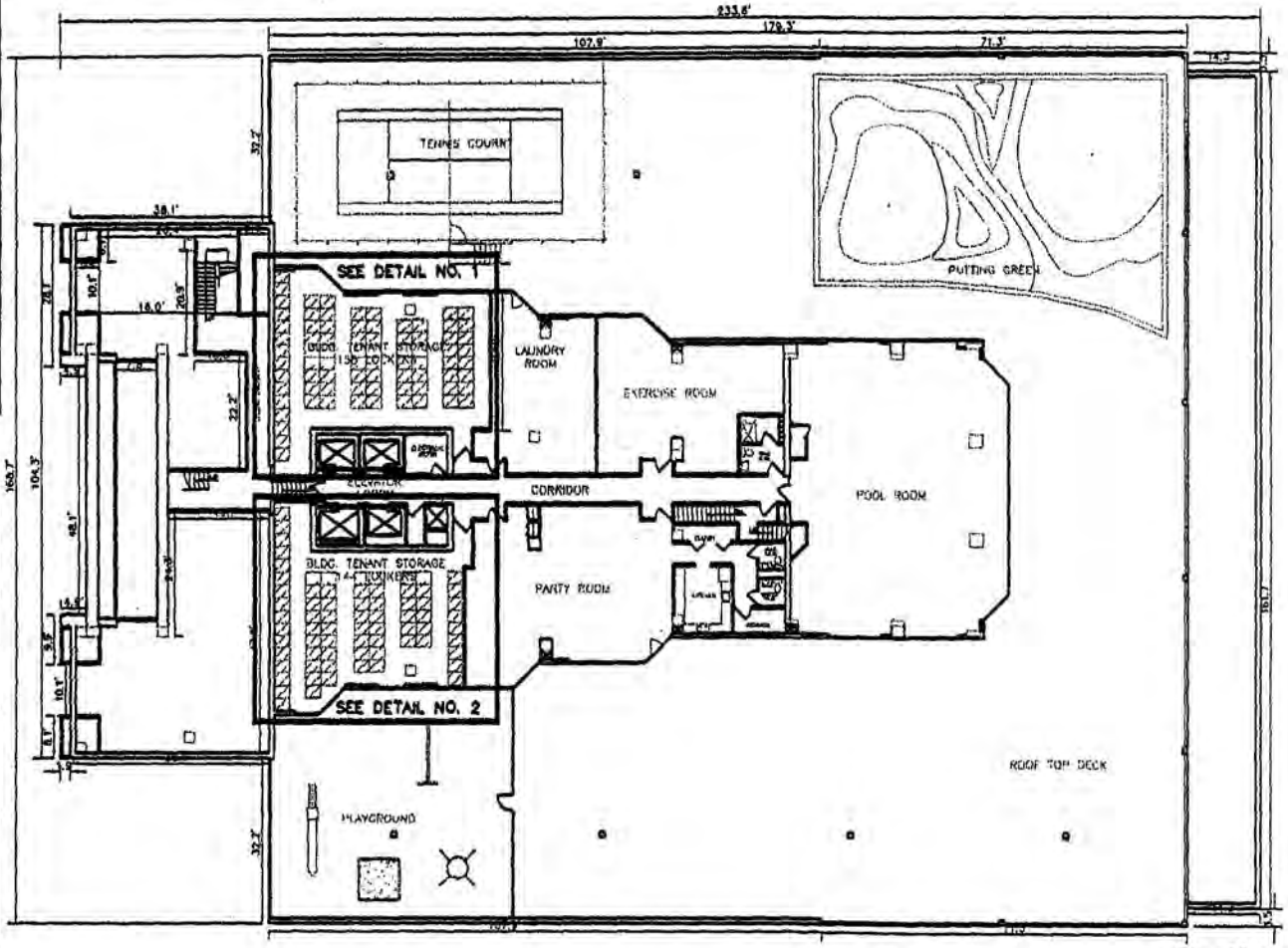
SHEET 5 OF 10

LANDMARK ON THE LAKE CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN







SECOND FLOOR LEVEL

GRAPHIC SCALE
10 0 5 10 20 40
(IN FEET)
1 inch = 20 ft.

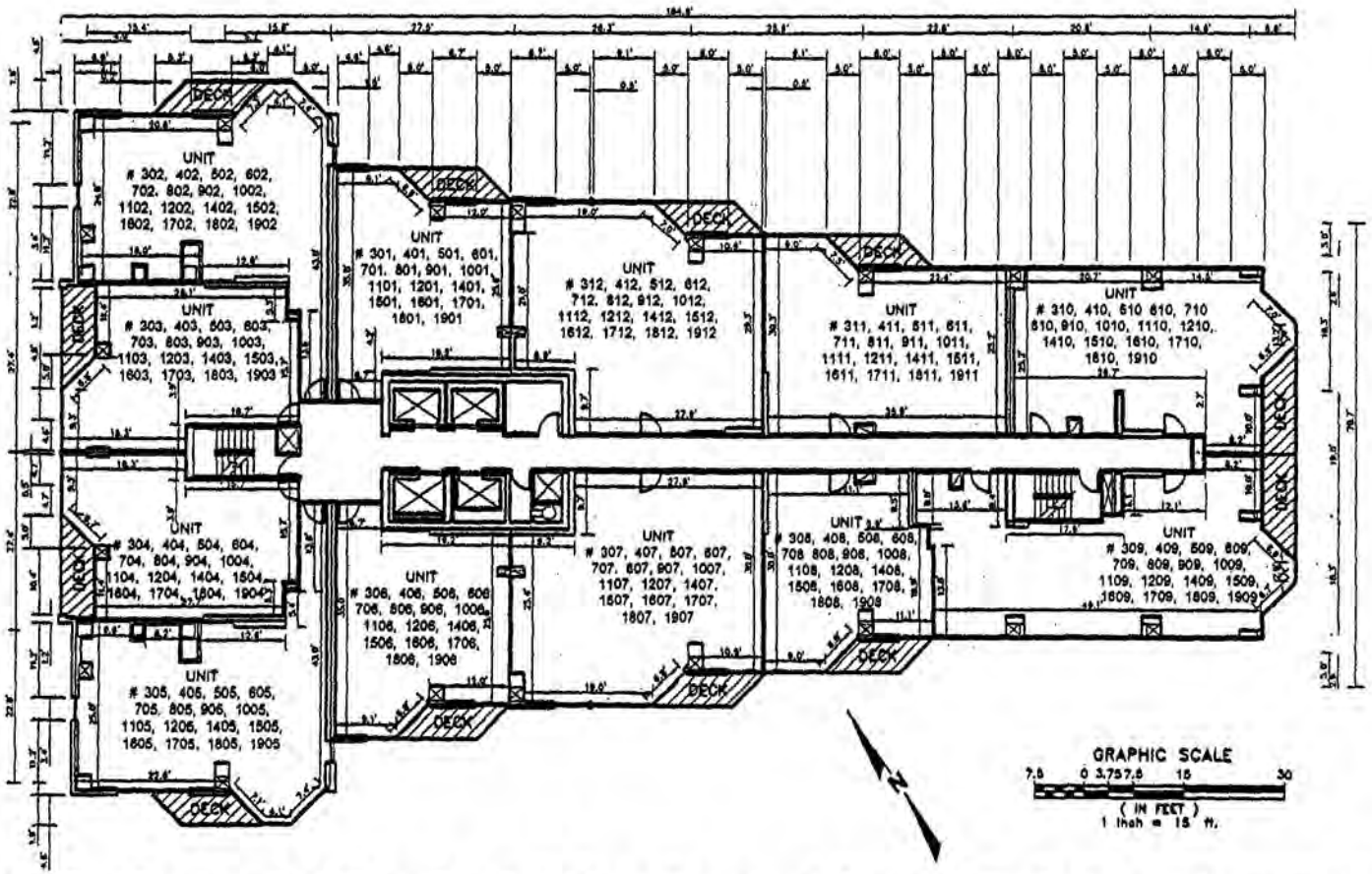
LIMITED COMMON ELEMENT

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SHEET 6 OF 10

LANDMARK ON THE LAKE CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



UNIT #	UNIT AREA (S.F.)*
301, 401, 501, 601, 701, 801, 901, 1001, 1101, 1201, 1401, 1501, 1601, 1701, 1801, 1901	745
302, 402, 502, 602, 702, 802, 902, 1002, 1102, 1202, 1402, 1502, 1602, 1702, 1802, 1902	996
303, 403, 503, 603, 703, 803, 903, 1003, 1103, 1203, 1403, 1503, 1603, 1703, 1803, 1903	733
304, 404, 504, 604, 704, 804, 904, 1004, 1104, 1204, 1404, 1504, 1604, 1704, 1804, 1904	733
305, 405, 505, 605, 705, 805, 905, 1005, 1105, 1205, 1405, 1505, 1605, 1705, 1805, 1905	996
306, 406, 506, 606, 706, 806, 906, 1006, 1106, 1206, 1406, 1506, 1606, 1706, 1806, 1906	745
307, 407, 507, 607, 707, 807, 907, 1007, 1107, 1207, 1407, 1507, 1607, 1707, 1807, 1907	1,125
308, 408, 508, 608, 708, 808, 908, 1008, 1108, 1208, 1408, 1508, 1608, 1708, 1808, 1908	640
309, 409, 509, 609, 709, 809, 909, 1009, 1109, 1209, 1409, 1509, 1609, 1709, 1809, 1909	1,157
310, 410, 510, 610, 710, 810, 910, 1010, 1110, 1210, 1410, 1510, 1610, 1710, 1810, 1910	958
311, 411, 511, 611, 711, 811, 911, 1011, 1111, 1211, 1411, 1511, 1611, 1711, 1811, 1911	954
312, 412, 512, 612, 712, 812, 912, 1012, 1112, 1212, 1412, 1512, 1612, 1712, 1812, 1912	1,118

* UNIT AREAS ARE APPROXIMATE AND ARE BASED ON BEST AVAILABLE INFORMATION.

3rd thru 12th & 14th thru 19th FLOOR LEVELS

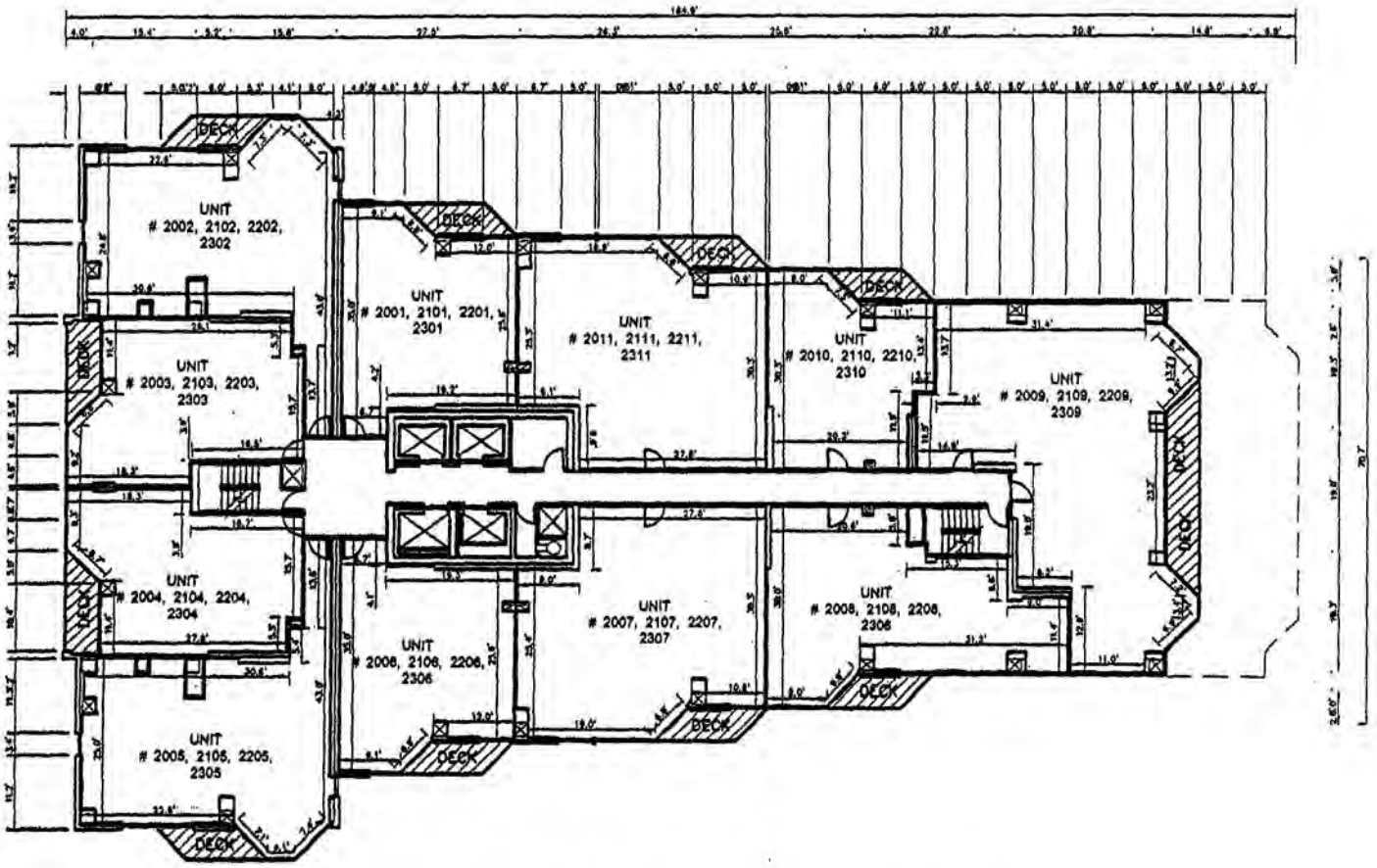
////////. LIMITED COMMON ELEMENT

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.RASMS.COM

SHEET 7 OF 10

LANDMARK ON THE LAKE CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



UNIT #	UNIT AREA (S.F.)*
2001, 2101, 2201, 2301	745
2002, 2102, 2202, 2302	996
2003, 2103, 2203, 2303	733
2004, 2104, 2204, 2304	733
2005, 2105, 2205, 2305	996
2006, 2106, 2206, 2306	745
2007, 2107, 2207, 2307	1,125
2008, 2108, 2208, 2308	940
2009, 2109, 2209, 2309	1,524
2010, 2110, 2210, 2310	627
2011, 2111, 2211, 2311	1,125

* UNIT AREAS ARE APPROXIMATE AND ARE BASED ON BEST AVAILABLE INFORMATION.

GRAPHIC SCALE

7.5 0 3.75 7.5 15 30

(IN FEET)

1 inch = 15 ft.

20th THRU 23rd FLOOR LEVELS

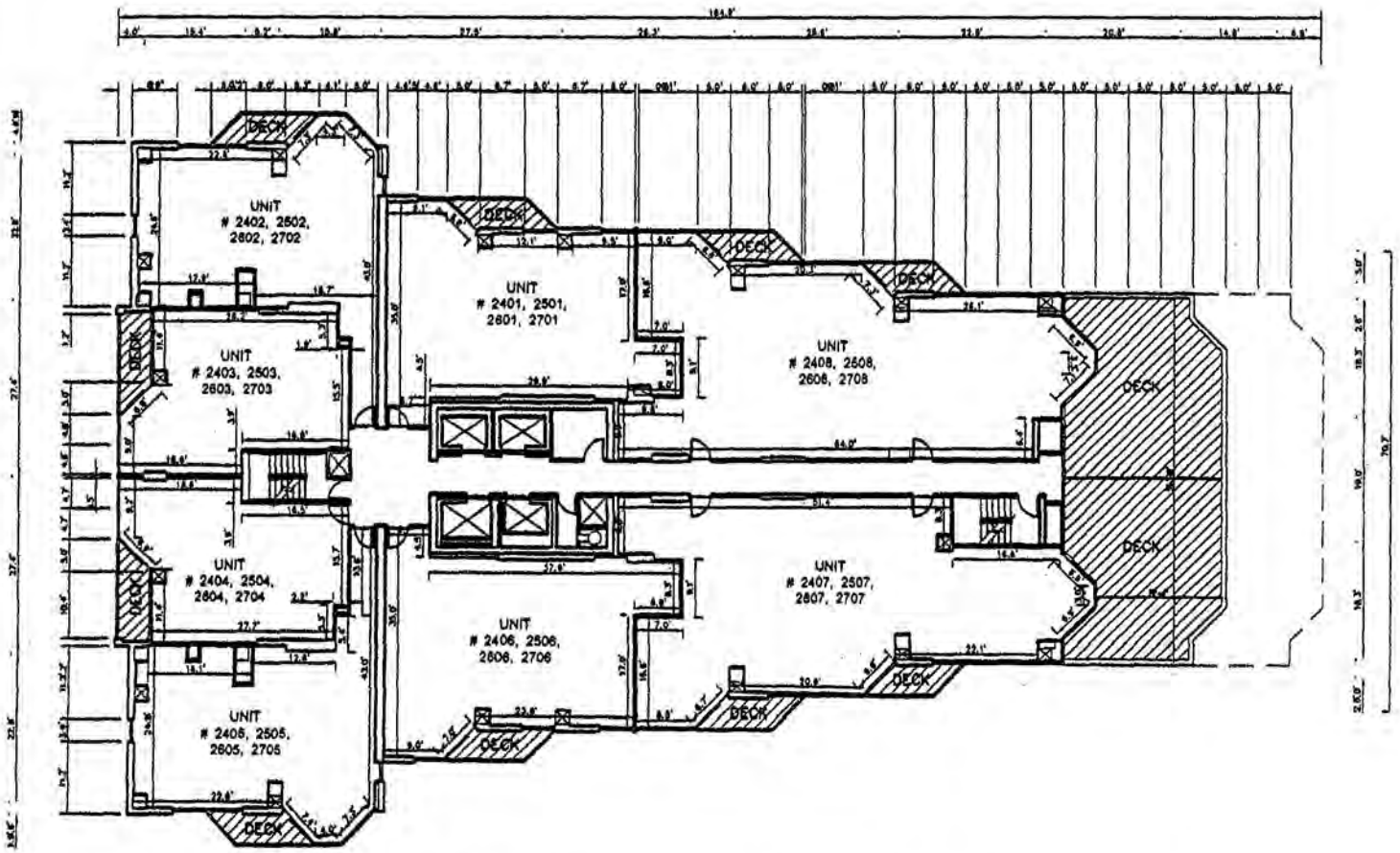
////////// LIMITED COMMON ELEMENT

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.RASA.COM

SHEET 8 OF 10

LANDMARK ON THE LAKE CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



UNIT #	UNIT AREA (S.F.)*
2401, 2501, 2601, 2701	1,093
2402, 2502, 2602, 2702	996
2403, 2503, 2603, 2703	733
2404, 2504, 2604, 2704	733
2405, 2505, 2605, 2705	996
2406, 2506, 2606, 2706	1,093
2407, 2507, 2607, 2707	1,728
2408, 2508, 2608, 2708	1,830

* UNIT AREAS ARE APPROXIMATE AND ARE BASED ON BEST AVAILBLE INFORMATION

GRAPHIC SCALE

7.5 0 3.75 7.5 15 30

(IN FEET)

1 inch = 15 ft.

24th THRU 27th FLOOR LEVELS

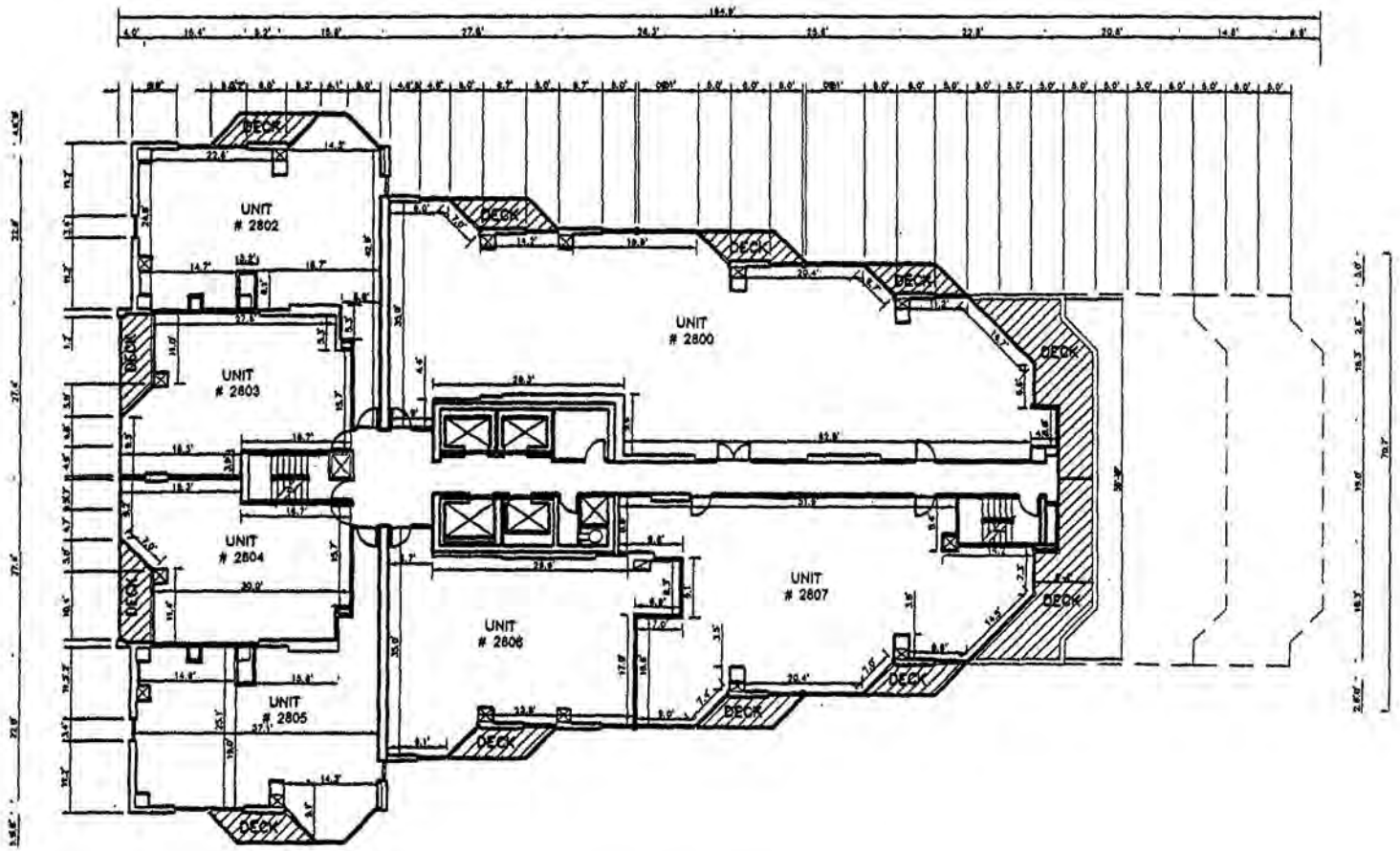
////////// LIMITED COMMON ELEMENT

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.nsae.com

SHEET 9 OF 10

LANDMARK ON THE LAKE CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



UNIT #	UNIT AREA (S.F.)*
2800	2,781
2802	996
2803	733
2804	733
2805	996
2806	1,093
2807	1,588

* UNIT AREAS ARE APPROXIMATE AND ARE BASED ON BEST AVAILABLE INFORMATION.

GRAPHIC SCALE

7.5 0 3.75 7.5 15 30

(IN FEET)

1 inch = 15 ft.

28th FLOOR LEVEL

////////// LIMITED COMMON ELEMENT

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.saae.com

SHEET 10 OF 10

Document Number

AFFIDAVIT OF CORRECTION

(TYPE OR PRINT CLEARLY IN BLACK OR RED INK)

AFFIANT, John P. Casucci, hereby swears or affirms that a certain document recorded on the 10th day of March, 2006, Document #09197163 in Milwaukee County, State of Wisconsin, contained the following error (if more space is needed, please attach addendum):

Storage lockers are numbered incorrectly as shown on Exhibit "A and B". for the Landmark on the Lake Condominium Plat recorded March 10, 2006, as Document No. 09197163 and the Declaration for said Plat Recorded March 10, 2006, as Document No. 09197162.

This Affidavit is being recorded to correct the Condominium Plat and Declaration pursuant to Wisconsin Statutes 703.02 (6m) and 703.095.

AFFIANT makes this Affidavit for the purpose of correcting the above document as follows (if more space is needed, please attach addendum): See attached

Various Storage lockers are renumbered as shown in Exhibits "C and D"

Recording Area

Name and Return Address
NATIONAL SURVEY & ENGINEERING
C/O SUSAN HOLT
16745 W. BLUEMOUND ROAD
BROOKFIELD, WI 53005

Parcel Identification Number (PIN)

AFFIANT is the (check one):

■ Drafter of the document being corrected
□ Owner of the property described in the document being corrected
□ Other (explain: _____).

The original document (in part or whole) □ is □ is not attached to this Affidavit (if original document is not attached, please attach legal description and names of grantors and grantees).

Signed: John P Casucci
* John P. Casucci, RLS S-2055

State of Wisconsin }
} ss.
County of Waukesha }

Subscribed and sworn to (or affirmed) before me this 10 day of May, 2006.

Susan Holt
* Susan L. Holt
Notary Public, State of Wisconsin
My Commission expires: 9/29/07

STATE OF WISCONSIN * SUSAN L. HOLT * NOTARY PUBLIC

WISCONSIN * JOHN P. CASUCCI * S-2055 OCONOMOWOC, WI LAND SURVEYOR

THIS INSTRUMENT WAS DRAFTED BY

John P. Casucci

This instrument □ is ■ is not (check one) a conveyance of real property as per s. 77.21(1) Wisconsin Statutes
(A Wisconsin Real Estate Transfer Return is required for instruments that do convey real property.)

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

s\5151713\doc\Affidavit of corr

Order ID: XXXXXXXX
Address: 1660 N Prospect Ave Unit 2501
Order Date: 11-16-2026
Document not for resale
HomeWiseDocs

National Survey & Engineering
A Division of R.A. Smith & Associates, Inc.

CERTAIN LIMITED COMMON ELEMENT AS PLATTED BY
LANDMARK ON THE LAKE CONDOMINIUM

BEING A PART OF LOTS EIGHTEEN (18) AND NINETEEN (19), BLOCK ONE HUNDRED NINETY-NINE (199), IN ROGER'S ADDITION TO MILWAUKEE, BEING A SUBDIVISION OF A PART OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID LOT 18; THENCE SOUTH 55°00'00" EAST ALONG THE SOUTH LINE OF LOT 18 AFORESAID, 7.00 FEET TO THE PRESENT EASTERLY LINE OF NORTH PROSPECT AVENUE AND THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE NORTH 35°00'00" EAST ALONG SAID EASTERLY LINE 205.05 FEET TO A POINT WHICH IS 82.35 FEET NORTH 35°00'00" EAST OF THE SOUTH LINE OF SAID LOT 19; THENCE SOUTH 55°00'00" EAST AND PARALLEL WITH THE SOUTH LINE OF LOT 19 AFORESAID, 291.70 FEET TO A POINT ON THE WESTERLY LINE OF THE FORMER CHICAGO, NORTH WESTERN RIGHT-OF-WAY (NOW ABANDONED); THENCE SOUTHWESTERLY ALONG SAID WESTERLY LINE 135.41 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 2897.79 FEET AND WHOSE LONG CHORD BEARS SOUTH 37°57'58" WEST 135.39 FEET TO A POINT; THENCE CONTINUING SOUTHWESTERLY ALONG SAID WESTERLY LINE 69.93 FEET ON THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST WHOSE RADIUS IS 7659.44 FEET AND WHOSE CHORD BEARS SOUTH 37°51'49" WEST 69.93 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 18; THENCE NORTH 55°00'00" WEST ALONG SAID SOUTH LINE 281.21 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINS 58,655 SQUARE FEET OR 1.3465 ACRES.

PREPARED BY: JOHN P. CASUCCI, RLS
DATE: MAY 8, 2006
SURVEY NO. 151713

262-781-1000
Fax 262-781-8466 engineering
Fax 262-797-7373 surveying
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938

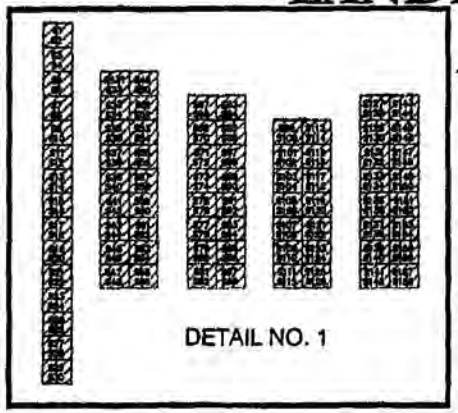
Branch Offices
Appleton, WI
Oshkosh, WI
Pittsburgh, PA
Murrysville, PA

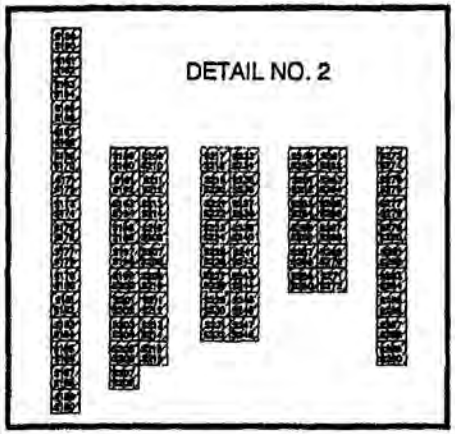
www.nsae.com

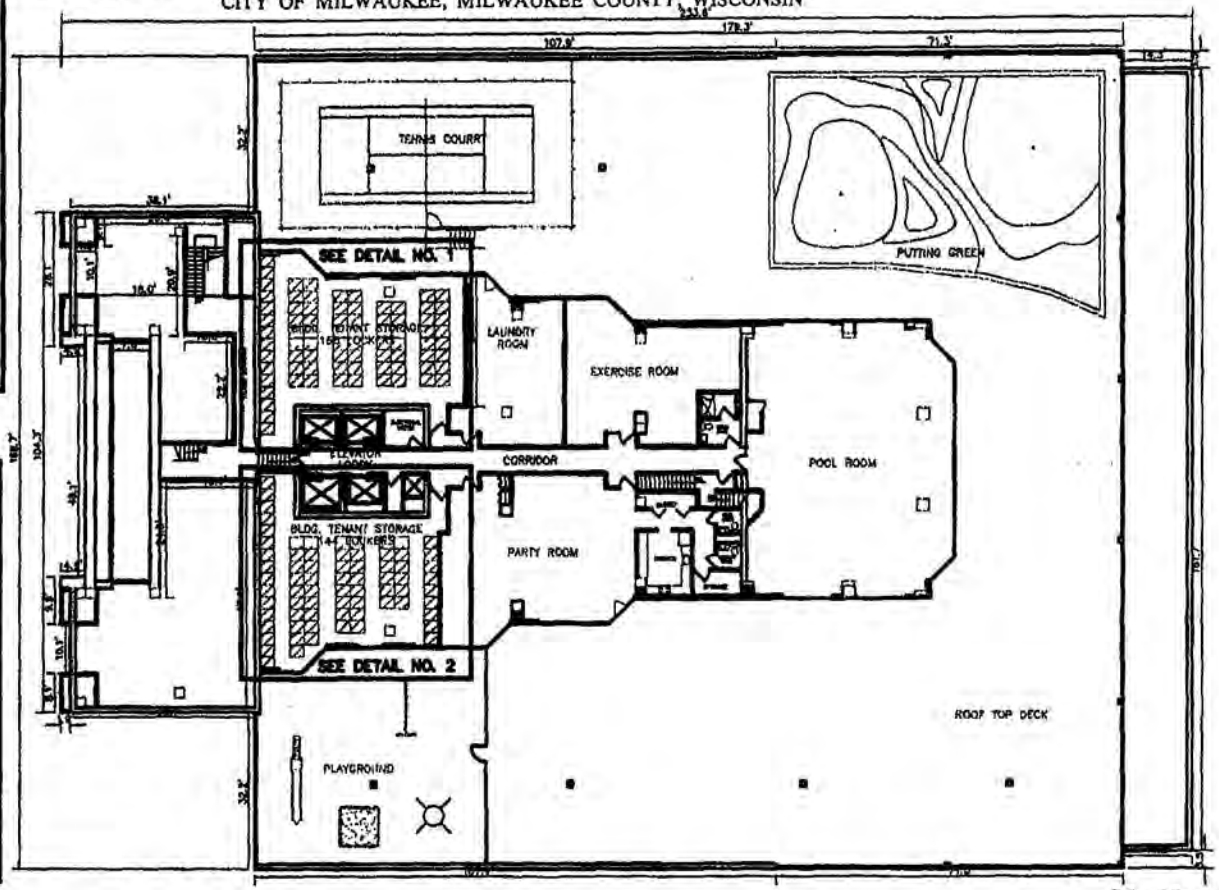
Engineering
Surveying
Technical Services

Order: 4LXQT4G7M
Address: 1660 N Prospect Ave Unit 2501
Order Date: 11-16-2026
Document not for resale
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EXHIBIT A
LANDMARK ON THE LAKE CONDOMINIUM
CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN







GRAPHIC SCALE
10 0 5 10 20 40
(IN FEET)
1 inch = 20 ft.

SECOND FLOOR LEVEL

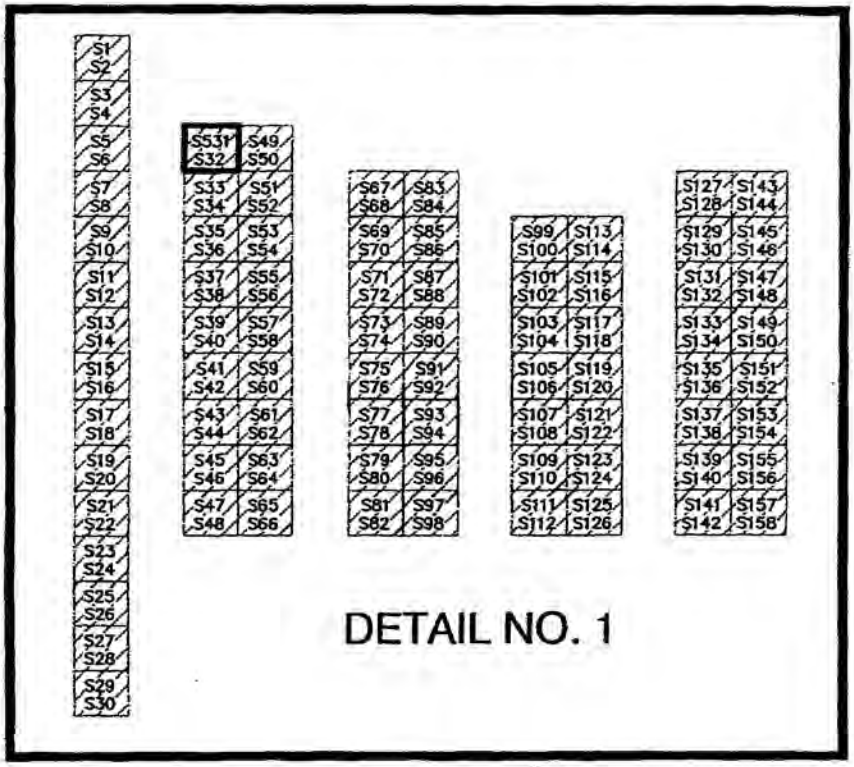
LIMITED COMMON ELEMENT

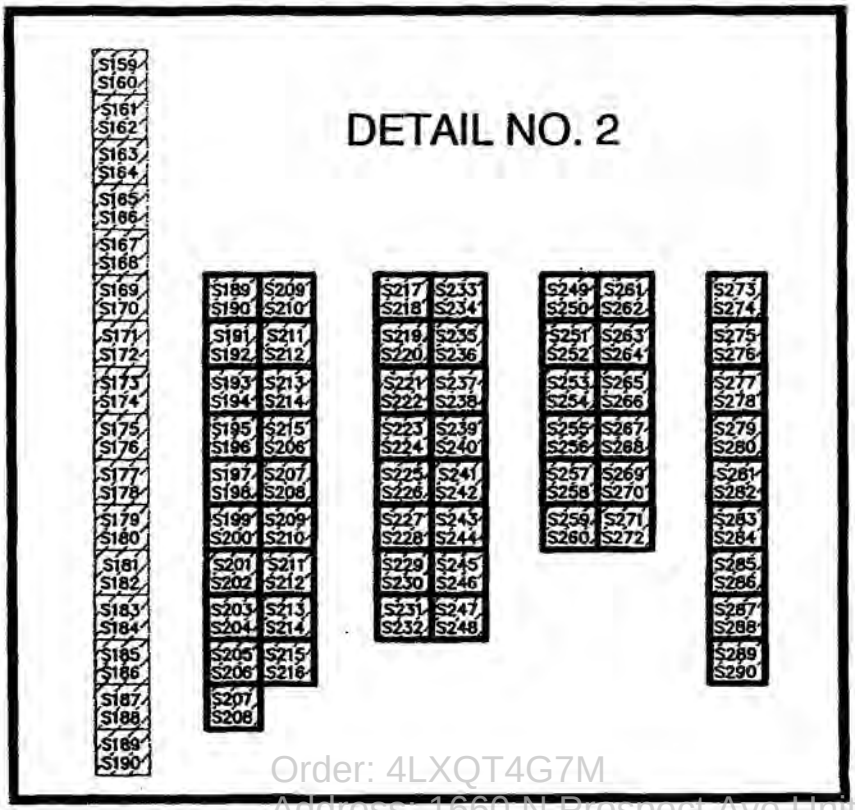
National Survey & Engineering
A Division of R.A. Smith & Associates, Inc.
262-781-1000
Fax 262-797-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938
www.rsae.com

SHEET 6 OF 10

EXHIBIT B

LANDMARK ON THE LAKE CONDOMINIUM

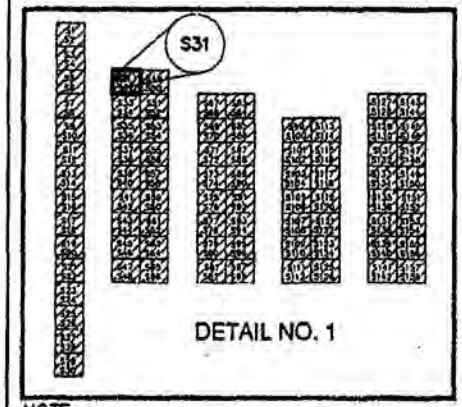




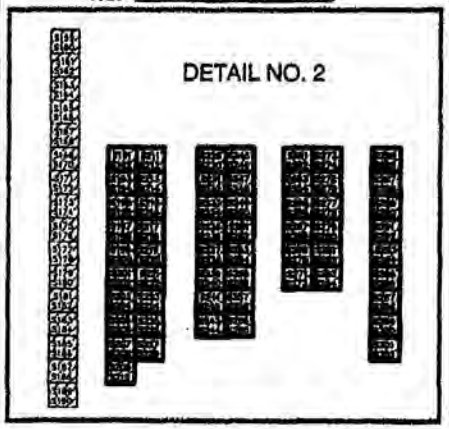
Order: 4LXQT4G7M
Address: 1660 N Prospect Ave Unit 2501
Order Date: 11-16-2026
Document not for resale
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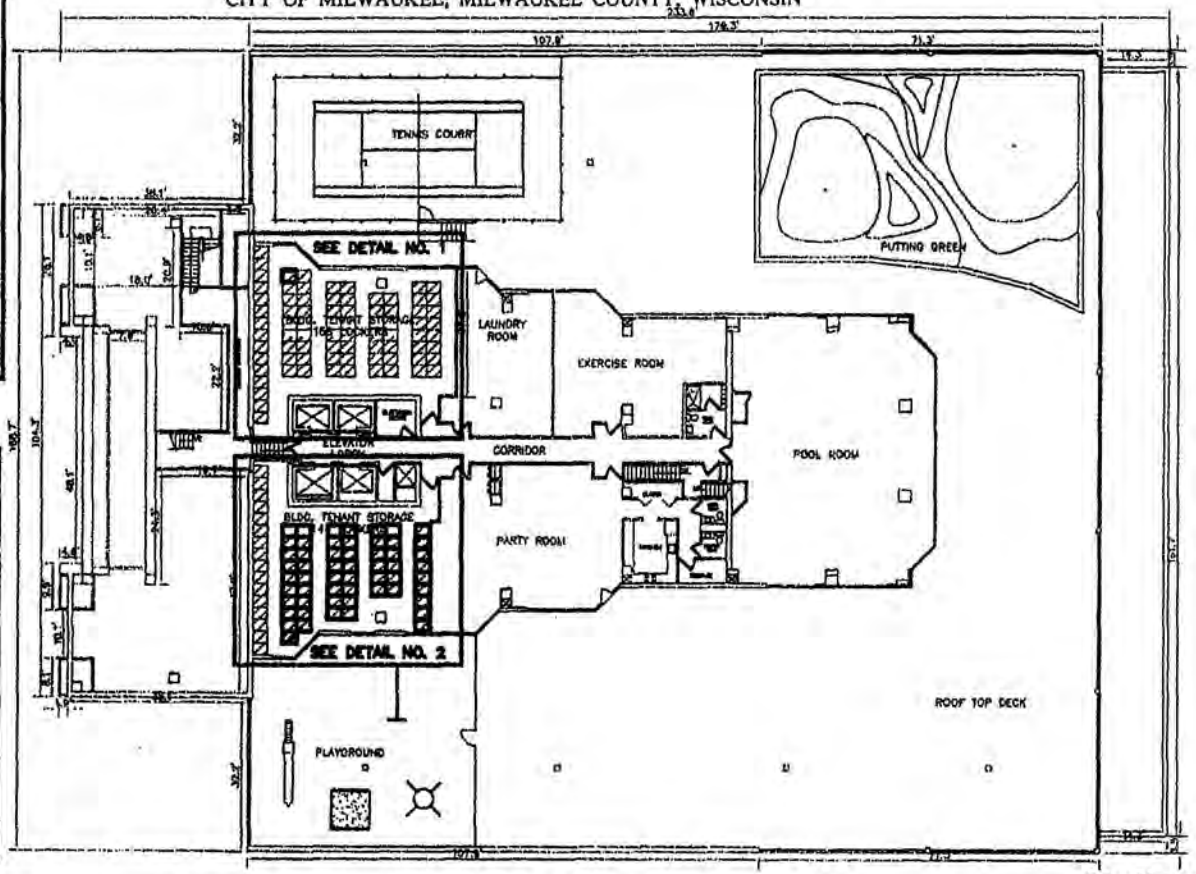
EXHIBIT C
LANDMARK ON THE LAKE CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



NOTE:
1. THIS AFFIDAVIT AMENDS DOCUMENT NO. _____





GRAPHIC SCALE
10 0 5 10 20 40
(IN FEET)
1 inch = 20 ft.

SECOND FLOOR LEVEL

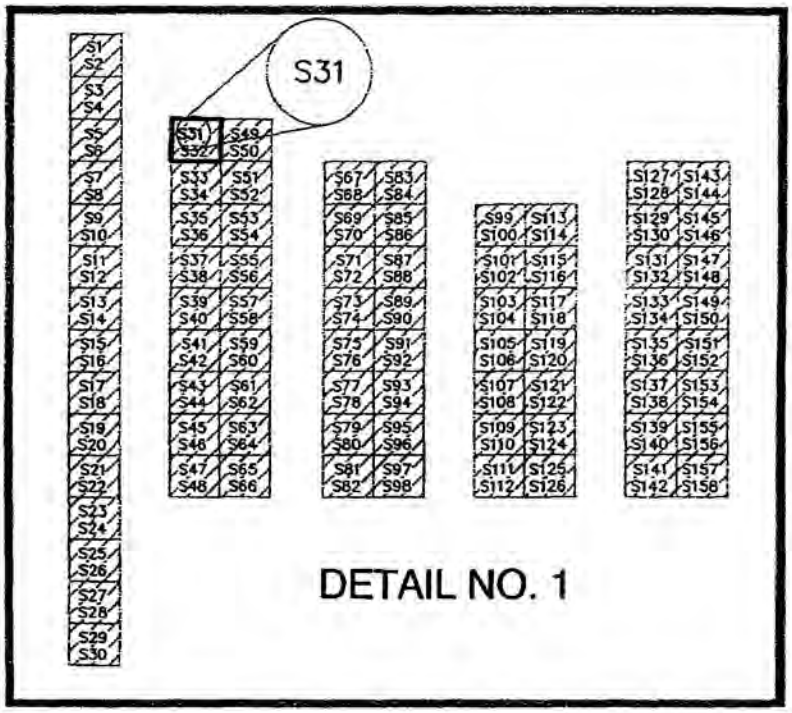
LIMITED COMMON ELEMENT

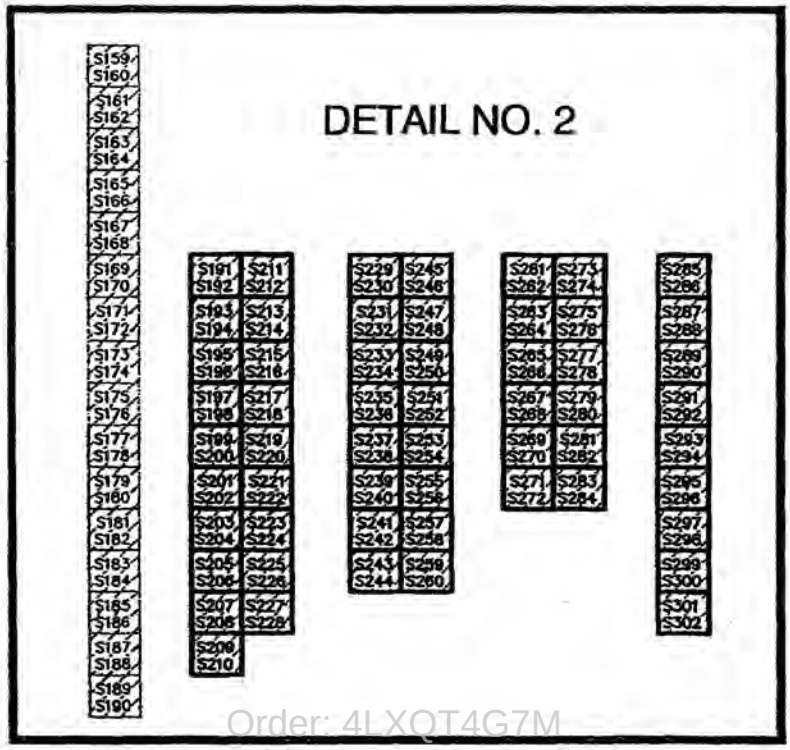
National Survey & Engineering
A Division of R.A. Smith & Associates, Inc.
262-781-1000
Fax 262-797-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938
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SHEET 6 OF 10

EXHIBIT D

LANDMARK ON THE LAKE CONDOMINIUM





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Address: 1660 N Prospect Ave Unit 2501
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RECEIVED
MAR 2 1 2006
WISCONSIN
DFI

ARTICLES OF INCORPORATION

OF

LANDMARK ON THE LAKE CONDOMINIUM ASSOCIATION, LTD.
(A Nonstock Corporation)

The undersigned, being a natural person over the age of eighteen (18) years and acting as incorporator of a nonstock corporation under the provisions of the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes, does hereby adopt the following as the Articles of Incorporation of such corporation:

ARTICLE I
Name

The name of the Corporation shall be LANDMARK ON THE LAKE CONDOMINIUM ASSOCIATION, LTD. (the "Association").

STATE OF WISCONSIN
FILED
MAR 2 2 2006
DEPARTMENT OF
FINANCIAL INSTITUTIONS

ARTICLE II
Period of Existence

The period of existence of the Association shall be perpetual.

ARTICLE III
Purposes

The purposes for which this Association is organized are as follows:

(a) To serve as an association of unit owners who own real estate and improvements under the condominium form of ownership (such real estate and improvements hereinafter sometimes referred to as "condominium property"), as provided in the Condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Condominium Declaration for **LANDMARK ON THE LAKE CONDOMINIUM**, as recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin (hereinafter referred to as "Declaration");

(b) To serve as a means through which the unit owners may collectively and efficiently administer, manage, operate and control the condominium property in accordance with the Condominium Ownership Act and the Declaration; and

(c) To engage in lawful activity included in and permitted under the Condominium Ownership Act and the Declaration within the purposes for which a nonstock corporation might be organized under the Wisconsin Nonstock Corporation Law.

QBMKE\5865779.1

WI - DFI CORP
FILE ID# → L Ø 41 Ø62

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ARTICLE IV
Powers

The Association shall have and exercise all of the powers enumerated in the Wisconsin Condominium Ownership Act and the Wisconsin Nonstock Corporation Law, to the extent not inconsistent with the Condominium Ownership Act, the Declaration or the Bylaws, including without limitation, the following:

(a) To exercise exclusive management and control of the common elements and facilities and limited common elements described and set forth in the Declaration;

(b) To hire, engage or employ and discharge such persons or entities as it may deem necessary or advisable to assist in the management of its affairs or to properly effectuate the duties and responsibilities of the Association as set forth in the Declaration;

(c) To maintain, repair, replace, reconstruct, operate and protect the common elements and facilities and limited common elements as set forth in the Declaration;

(d) To determine, levy and collect assessments against the unit owners and use the proceeds thereof in the exercise of its powers and duties, including without limitation, the payment of operating expenses of the Association and the common expenses relating to the maintenance, repair, replacement, reconstruction, operation and protection of the common elements and facilities and limited common elements as described and set forth in the Declaration;

(e) To enter into contracts on behalf of the unit owners and act as agent of the unit owners, with regard to, among other things, common services as required for each unit, utilities, and such other matters as may be determined by the members of the Association;

(f) To purchase insurance on the condominium property and insurance for the benefit of the Association and its members as set forth in the Declaration;

(g) To make and amend Bylaws and reasonable rules and regulations governing, among other things, the use and operation of the condominium property in the manner provided by the Declaration;

(h) To enforce by legal means the provisions of the Condominium Ownership Act, the Declaration, the Bylaws, assessments and liens against the units, and any rules and regulations governing the use and operation of the condominium property;

(i) To establish and maintain one or more bank accounts for deposit and withdrawal of the funds of the Association; and

(j) To do all things necessary or convenient to effectuate the purposes of this Association and the Declaration.

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ARTICLE V
Members

All owners of units in **LANDMARK ON THE LAKE CONDOMINIUM** shall be entitled and required to be members of the Association, and membership shall be limited to such owners. After the period of Declarant control (as defined in the Declaration) has expired, each Unit shall be entitled to the number of votes equal to the percentage interest of the Unit as set forth in the Declaration. The total number of all votes for all Unit owners shall be 100. The respective rights, qualifications and obligations of membership shall be set forth in the Bylaws of the Association.

ARTICLE VI
Principal Office; Registered Office and Registered Agent

The mailing address of the initial principal office of the Association shall be 1660 North Prospect Avenue, Milwaukee, (Milwaukee County) Wisconsin 53202. The street address of the initial registered office of the corporation is 411 East Wisconsin Avenue, Suite 2040, Milwaukee, Wisconsin 53202-4497 and the initial registered agent at such address is Lawdock, Inc.

ARTICLE VII
Directors

The number of directors of the corporation shall be as fixed in the Bylaws, but in no event shall be less than three (3). The manner in which directors shall be elected, appointed or removed shall be provided in the Bylaws.

The number of directors constituting the initial Board of Directors shall be three (3), and the names and addresses of the initial directors are:

Arthur E. Bettuzzi
111 West Maple
Chicago, Illinois 60610

Victoria Gouletas
111 West Maple
Chicago, Illinois 60610

Nicholas V. Gouletas
111 West Maple
Chicago, Illinois 60610

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ARTICLE VIII
Officers

The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer. The officers shall be elected, appointed or removed in the manner provided by the Bylaws, and shall have and exercise the powers and duties assigned in the Bylaws.

ARTICLE IX
Incorporator

The name and address of the incorporator of this Association is:

Scott L. Langlois
Quarles & Brady LLP
411 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

ARTICLE X
Stock, Dividends, Dissolution

The Association shall not have or issue shares of stock. No dividend shall ever be paid to members of the Association, and no part of the income, assets or surplus of the Association shall be distributed to its members, directors, or officers, except upon dissolution of the Association. The Association may pay compensation in reasonable amounts to employees, members, directors, or officers for services rendered, except as limited in the Bylaws, and may confer benefits upon its members in conformity with its purposes.

In the event of dissolution of the Association, and the removal of **LANDMARK ON THE LAKE CONDOMINIUM** from the provisions of the Wisconsin Condominium Ownership Act, all of the Association's assets, after payment of its liabilities and obligations, shall be distributed to the members of the Association in accordance with their undivided percentage interest in the common elements of the condominium.

ARTICLE XI
Amendment

These Articles may be amended by the members in the manner provided by law at the time of amendment.

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Order Date: 11-16-2026
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IN WITNESS WHEREOF, the undersigned has executed these Articles in duplicate this 20th day of March, 2006.

Scott L. Langlois

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

On this 20th day of March, 2006, personally appeared before me the above named SCOTT L. LANGLOIS, known to me to be the person whose name is subscribed to the foregoing Articles of Incorporation, and he acknowledged that he executed the same for the purposes therein contained.

Notary Public, Milwaukee County, Wisconsin
My Commission: exp. 9-10-06

This instrument was drafted by:

Scott L. Langlois, Esq.
Quarles & Brady LLP
Attorneys at Law
411 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-4497

STATE OF WISCONSIN
FILED
MAR 22 2006
DEPARTMENT OF
FINANCIAL INSTITUTIONS

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Order Date: 11-16-2026
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Order: 4LXQT4G7M
Address: 1660 N Prospect Ave Unit 2501
Order Date: 11-16-2026
Document not for resale
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DOCUMENT NUMBER	DOCUMENT TITLE
	First Amendment to, Declaration of Landmark On The Lake Condominium

Legal Description

LANDMARK ON THE LAKE CONDOMINIUM, BEING PART OF LOTS EIGHTEEN (18) AND NINETEEN (19), BLOCK ONE HUNDRED NINETY NINE (199), IN ROGER'S ADDITON TO MILWAUKEE, BEING A SUBDIVISION OF A PART OF THE SOUTHEAST ¼ OF SETION 21, TOWNSHIP 7NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN

Purpose

Pursuant to § 703.13, Wis. Stats., and Section 12 of the Declaration of Landmark On The Lake Condominium, this Amendment alters the boundaries between units 2800 and 2802. This Amendment amends the Declaration of Landmark On The Lake Condominium recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on March 10, 2006 as Document Number 09197162.

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Bruce A. McIlnay
McIlnay & Button, Ltd.
1150 Washington Street
Grafton, WI 53024-1916

359-1900-005 and
359-1901-000

Parcel Identification Number (PIN)

Order: 4LXQT4G7M
Address: 1660 N Prospect Ave Unit 2501
Order Date: 11-16-2026
Document not for resale
HomeWiseDocs

FIRST AMENDMENT TO
DECLARAION OF CONDOMINIUM
LANKMARK ON THE LAKE CONDONIMIUM

This First Amended Declaration is made effective as of the 14th day of July, 2010, by LOTL, LLC ("LOTL"), a Wisconsin limited liability company and the Owner of Unit 2800 of Landmark On The Lake Condominium, and Geoffrey Bishop ("Bishop"), an adult resident of Wisconsin and the Owner of Unit 2802 of Landmark On The Lake Condominium.

RECITALS

LOTL owns Unit 2800 of Landmark On The Lake Condominium ("Landmark") and Bishop owns Unit 2802 of Landmark. LOTL desires to sell and Bishop desires to purchase approximately 703 square feet of Unit 2800, which shall become a part of Unit 2802 of Landmark. Thirty (30) days prior written notice of the alteration of the boundaries of Units 2800 and 2802 was given to all Unit Owners by the Association of Unit Owners as required §703.13(6)(b) of the Wisconsin Statutes.

AMENDMENT

NOW, THEREFORE, pursuant to Section 703.13(6) of the Wisconsin Statutes and Section 12 of the Declaration of Landmark On The Lake Condominium, dated February 26, 2006, and recorded on March 10, 2006 in the Office of the Register of Deeds for Milwaukee County, Wisconsin as Document Number 09197162 (the "Declaration"), the Declaration is hereby amended as follows:

1. LOTL hereby grants to Bishop that portion of Unit 2800 consisting of approximately 703 square feet as reflected in Exhibit A-1, which shall be made a part of Unit 2802, so the resulting boundaries of Units 2800 and 2802 shall be as reflected and described in Exhibit A-1 hereto.

2. Exhibit A to the Declaration is amended by the addition of Exhibit A-1 hereto, which shall supersede and replace page 10 of the copy Plat contained in Exhibit A.

3. Section 8 of the Declaration is amended to provide that the allocated interests of Units 2800 and 2802 shall be as follows:

Unit	Percentage Interest
2800	1.0634%
2802	0.4953%

4. Except as expressly provided herein, the Declaration is unchanged in all respects.

[Signatures Appear on Following Pages]

Order: 4LXOT4G7M
Address: 1660 N Prospect Ave Unit 2501
Order Date: 11-16-2026
Document not for resale
HomeWiseDocs

Geoffrey Bishop (Grantee)

LOTL, LLC (Grantor)
By: _____
Its: Member

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this 8TH day of June, 2010, the above-named Richard S. Lwin, the Managing Member of the LOTL, LLC and acknowledged that he executed the foregoing instrument as the deed of such limited liability company by its authority, and the above-named Geoffrey Bishop, who acknowledged that he signed the foregoing instrument.

JAMIE J. HARRIS NOTARY PUBLIC STATE OF WISCONSIN

* Jamie J. Harris
(type or print name here)
Notary Public, State of Wisconsin
My Commission ~~(is)~~(expires): 03-17-13

Landmark on the Lake Condominium Assoc., Ltd.

By, _____
Joseph Fasi III, President

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this 12TH day of June, 2010, the above-named Joseph Fasi III the President of the Landmark on the Lake Condominium Association, Ltd. (the "Association") and acknowledged that he executed the foregoing instrument as the deed of the Association by its authority.

NOTARY PUBLIC MICHELE M. HOOD STATE OF WISCONSIN

Michele M. Hood

* Michele M. Hood
(type or print name here)
Notary Public, State of Wisconsin
My Commission (is)(expires): 11-24-13

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AUTHENTICATION

Signature(s) _____

_____

Authenticated on _____

_____

*_____

TITLE: MEMBER STATE BAR OF WISCONSIN

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUTNY)

Personally came before me on 06.09.2010
the above-named Geoffrey Bishop
to me known to be the person who executed the foregoing instrument and acknowledged the same.

Michele M. Hood

* Michele M. Hood
Notary Public, State of Wisconsin
My Commission expires 11-24-2013



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Consent of Mortgagee
M&I Marshall & Ilsley Bank,

A Wisconsin Banking Corporation

By: _____
Print Name: Austin J. Mautz
Its: Vice President

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this 18th day of June, 2010, the above-named Austin J Mautz, the Vice President of the above-named corporation and acknowledged that he executed the foregoing instrument as such officer as the deed of such corporation by its authority.

_____
* Colleen Smith
(type or print name here)
Notary Public, State of Wisconsin
My Commission (is)(expires): 8-8-2010

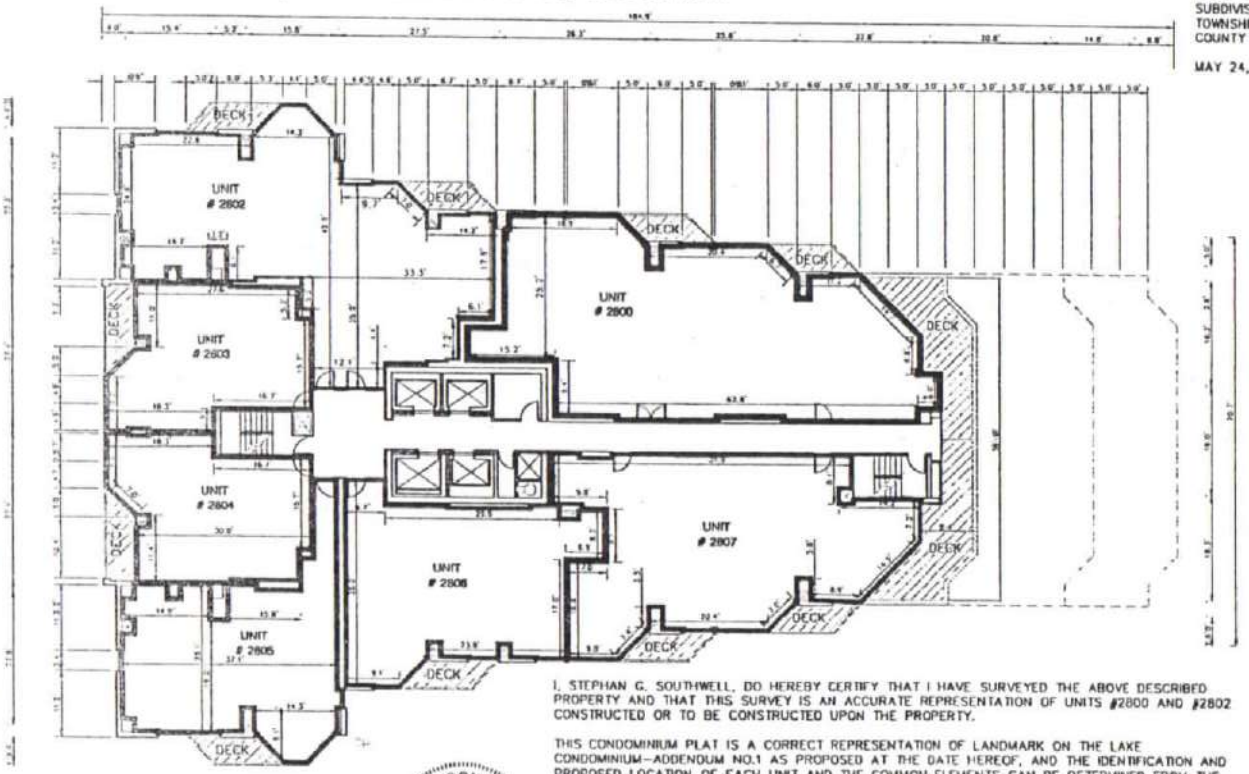
This instrument was drafted by, and
after recording should be returned to:

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

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LANDMARK ON THE LAKE CONDOMINIUM-ADDENDUM NO.1

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



28th FLOOR LEVEL

LIMITED COMMON ELEMENT

LEGAL DESCRIPTION

LANDMARK ON THE LAKE CONDOMINIUM, BEING PART OF LOTS EIGHTEEN (18) AND NINETEEN (19), BLOCK ONE HUNDRED NINETY-NINE (199), IN ROGER'S ADDITION TO MILWAUKEE, BEING A SUBDIVISION OF A PART OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN

MAY 24, 2010

SURVEY NO.: 151713-AJM

GRAPHIC SCALE

7.5 0 3.75 7.5 15 30

(IN FEET)

1 inch = 15 ft.

UNIT #	UNIT AREA (S.F.)*
2800	2,044
2802	1,733

* UNIT AREAS ARE APPROXIMATE AND ARE BASED ON BEST AVAILABLE INFORMATION.

N

NOTES:

1. COMMON ELEMENTS ARE ALL AREAS WITHIN THE CONDOMINIUM AND OUTSIDE OF THE UNITS.
2. REFER TO SECTION 7 OF THE ORIGINAL DECLARATION OF CONDOMINIUM FOR DESCRIPTIONS OF THE LIMITED COMMON ELEMENTS.
3. UNIT DIMENSIONS PROVIDED BY JOHNSON SCHMALING ARCHITECTS

LCE = LIMITED COMMON ELEMENT – REFER TO THE DECLARATION OF CONDOMINIUM FOR A COMPLETE LIST OF THE LIMITED COMMON ELEMENTS.

I, STEPHAN G. SOUTHWELL, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF UNITS #2800 AND #2802 CONSTRUCTED OR TO BE CONSTRUCTED UPON THE PROPERTY.

THIS CONDOMINIUM PLAT IS A CORRECT REPRESENTATION OF LANDMARK ON THE LAKE CONDOMINIUM-ADDENDUM NO.1 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(S) AND UNITS CONTAINED IN THE PLAT AND THE APPROXIMATE DIMENSIONS AND FLOOR AREAS THEREOF.

WISCONSIN STEPHAN G. SOUTHWELL S-1939 MEQUON LAND SURVEYOR

STEPHAN G. SOUTHWELL, RLS, S-1939

May 24, 2010
DATE

R.A. Smith National, Inc.
Beyond Surveying and Engineering
16745 W. Bluemound Road, Brookfield WI 53005
262-781-1000 Fax 262-797-7373
www.rasmithnational.com

1 OF 1

EXHIBIT A-1

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REGISTER OF DEEDS
JOHN LA FAVE
07/06/2010

09893533	AMENDED DECLARATION	30.00
09893534	AMENDED PLAT	50.00

RECORDING FEE: $80.00

TOTAL: $80.00

CHECK: $80.00 16824266

PHONE # 278-4005
402592

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Document Number

SECOND AMENDMENT TO CONDOMINIUM DECLARATION OF LANDMARK ON THE LAKE CONDOMINIUM

DOC # 11428162
RECORDED
06/20/2024 06:10 AM
ISRAEL RAMON
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 30.00
TRANSFER FEE:
FEE EXEMPT #:
This document has been electronically recorded and returned to the submitter.

THIS AMENDMENT was adopted by a meeting of the membership of Landmark on the Lake Condominium Association, Ltd. to amend the Condominium Declaration of Landmark on the Lake Condominium.

The legal description for Landmark on the Lake Condominium is the following:

All units in Landmark on the Lake Condominium, a condominium declared and existing under and by virtue of the Condominium Ownership Act, Chapter 703, of the State of Wisconsin, and by a Declaration as such condominium recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on March 10, 2006, as Document No. 09197162, as amended by First Amendment to Declaration of Condomium recorded on July 6, 2010 as Document No. 09893533. Said condominium being located in the City of Milwaukee, Milwaukee County, State of Wisconsin on the real estate described in said declaration incorporated here and by reference thereto.

Recording Area

Name and Return Address
Adam S. Bazelon, Esq.
Axley Brynelson LLP
N17W24222 Riverwood Dr. Ste 250
Waukesha, WI 53188

Parcel Identification Number (PIN)

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SECOND AMENDMENT TO CONDOMINIUM DECLARATION OF LANDMARK ON THE LAKE CONDOMINIUM

Section 14 of the Condominium Declaration is deleted in its entirety and recreated to read as follows:

14. INSURANCE.

14.1 Property Damage Insurance. The board of directors of the Association shall, obtain and maintain fire, casualty, and special form insurance coverage for the Units including all fixtures, improvements, heating equipment and other service machinery contained therein (but not including furniture, furnishings or other personal property of the Unit owners), the Common Elements and for the Association's service equipment, supplies and personal property in an amount equal to one hundred percent (100%) of the full replacement value of the Condominium based on the then current replacement cost (exclusive of the Land, excavations, foundations and other items normally excluded from such coverage), without deduction for depreciation. Insurance coverage for the Units and Common Elements shall be reviewed and adjusted by the board of directors of the Association from time to time to ensure that the required coverage is at all times provided. The insurance maintained by the Association shall be written on the Condominium's Units and Common Elements in the name of the Association as insurance trustee for the individual Unit owners in their respective Percentage Interests in the Common Elements, and may list each Unit owner as an additional insured with respect to its Unit. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be Common Expenses.

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 agents and guests.

In the event of partial or total destruction of the Building and the repair or reconstruction of such Building in accordance with Section 13 hereof, the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost thereof. If it is determined not to reconstruct or repair, then the insurance proceeds together with the net proceeds of sale, shall be distributed to the Unit owners and their mortgagees, if any, as their respective interests may appear, in the manner provided by the Act.

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14.2 Deductible Shifting Under Association's Insurance Policy. If maintenance or repair is required as a result of an insured loss, the amount of the deductible shall be considered an assessment to be paid by the owner(s) from whose Unit the loss originates (even in the absence of negligence), or, in the event the loss originates from the Common Elements, the Association would be responsible for payment of the deductible.

The board of director's decision on the allocation of the deductible shall be conclusive, provided that the board shall first obtain the opinion of any interested party and shall secure expert advice, if it is deemed necessary. The deductible amount shall be levied against the Unit as a special assessment, and shall be a lien on the Unit until paid in full. The Association may enforce payment of any amount due from an individual Unit owner toward the deductible or loss in accordance with its power to collect assessments as set forth herein and in the Bylaws.

In the event of a casualty loss that is less than the deductible amount, the damage shall be paid in accordance with the maintenance responsibilities as set forth in the Association's governing documents.

14.3 Unit Owner Insurance. The Unit owner shall be responsible for and shall obtain insurance coverage for:

(a) His/her personal property, which shall include, but not be limited to, replacement of appliances including refrigerators, dishwashers, disposal, laundry equipment such as washers and dryers, and ranges;

(b) Coverage A (real property/dwelling) coverage for the Unit equal to the greater of (1) the Association policy's deductible or (2) an amount determined by the owner in consultation with his or her insurance advisor;

(c) Loss assessment coverage, at a minimum limit of the maximum amount that the insurer will cover for the Association's master policy deductible;

(d) Sewer backup and mechanical breakdown coverage; and,

(e) personal liability insurance for all conditions and events occurring within the Unit.

Premiums for such insurance shall be an individual expense of the respective Unit owner.

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Each Unit owner hereby waives and releases any and all claims which may arise against the Association, the Board of Directors, its officers, the Declarant and their respective employees and agents for damage to the Common Elements, the Units, the Unit owner improvements or any personal property located in the Common Elements or Units caused by fire or other casualty to the extent that such damage is covered by fire or other form of casualty insurance.

14.4 Association Liability Insurance. The Board of Directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least $1,000,000 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers, and for the individual Unit owners in their respective Percentage Interests. Such insurance policy shall contain a "severability of interest" or cross-liability endorsement, which shall preclude the insurer from denying the claim of a Unit owner because of the negligent acts of the Association or other Unit owners. All premiums for such insurance shall be Common Expenses.

[Remainder of page intentionally left blank].

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CERTIFICATION

I, Tony Snell, being the President of Landmark On The Lake Condominium Association, Ltd., do hereby certify, on behalf of the board of directors, that:

1. At least two-thirds (2/3) of the aggregate votes of the Units Owners have consented to and approved this amendment to the Declaration of Condominium.

2. The vote was taken by written ballot.

3. The written ballots and consent of mortgagees, to the extent necessary, as required, are on file with Landmark On The Lake Condominium Association, Ltd., or other board member, or agent of the Association.

Signed this 13th day of June, 2024.

Landmark On The Lake Condominium Association, Ltd.

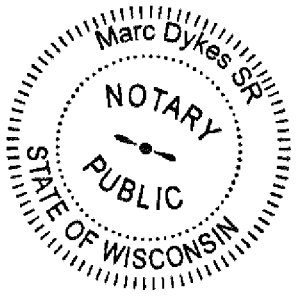
By: Tony Snell
Tony Snell
Title: President

ACKNOWLEDGEMENT

State of Wisconsin)
) ss.
County of Milwaukee)

Personally came before me this 13 day of June, 2024, the above-named Tony Snell to be known to be the person who executed the foregoing instrument and acknowledge the same.

Marc Dykes
Print Name:
Notary Public, State of Wisconsin
My commission expires: June 9th 2025



This document was drafted by:
Adam S. Bazelon, Esq.
Axley Brynelson LLP
N17W24222 Riverwood Dr. Ste 250
Waukesha, WI 53188

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