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SECOND AMENDED AND RESTATED DECLARATION

HIGHBRIDGE CONDOMINIUM

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Name and Return Address:
Lydia J. Chartre, Esq.
Husch Blackwell LLP
511 North Broadway,
Suite 1100
Milwaukee, WI 53202

(See Exhibit B for Parcel Numbers)
Parcel Identification Number

THIS INSTRUMENT DRAFTED BY:
LYDIA J. CHARTRE

HB: 4870-5361-8012.1

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SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

OF

HIGHBRIDGE CONDOMINIUM

Highbridge Condominium (the "Condominium") was created by a Declaration, recorded in the office of Register of Deeds for Milwaukee County on December 28, 2000 as Document No. 8005075, as amended on April 10, 2002 as Document No. 8259696 (as amended, the "Declaration").

1. STATEMENT OF DECLARATION

WHEREAS, the Declaration contains portions which have become obsolete due to changes in the law, the turnover of control from Declarant to the Highbridge Condominium Owners Association, Inc. (the "Association"), and changes in common practice over the years;

WHEREAS, the Association desires to clarify and update the provisions of this Declaration through this Restatement, so that its covenants, as restated, will continue to run with the land and shall be binding on all subsequent owners and occupants of all or any part of the Condominium; and

WHEREAS, the real property (the "Property") subject to this Declaration is as described on Exhibit A appended hereto, and the addresses of the units that comprise the Condominium are as described on Exhibit B appended hereto;

NOW THEREFORE, the Association, pursuant to Chapter 703 of the Wisconsin Statutes, the Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the "Act"), hereby amends and restates its Declaration as follows.

2. NAME AND ADDRESS

The real estate described on Exhibit A and all buildings and improvements on and to the Property shall be known as HIGHBRIDGE CONDOMINIUM. The street address of the Condominium is 1888 North Water Street, Milwaukee, Wisconsin 53202.

3. LEGAL DESCRIPTION

The legal description for **HIGHBRIDGE CONDOMINIUM** is set forth on Exhibit A.

4. NUMBER, DEF1NITION AND DESCRIPTION OF UNITS

4.1 Number. The number of units within **HIGHBRIDGE CONDOMINIUM** and subjected to the condominium form of ownership is 27 dwelling units and 54 parking units.

4.2 Definition. Each dwelling unit or parking unit shall be considered a separate unit under the Act. When the term "unit" is used in this Declaration or in the Bylaws or other rules and regulations without specifying the type of unit, it includes both dwelling units and parking units.

All deeds, mortgages or other documents of conveyance or lien should specify whether the units referred to are dwelling units or parking units.

4.3 Description.

4.3.1 Dwelling Units. Each dwelling unit shall be a single apartment unit as more fully described on the Condominium Plat. Dwelling units are intended for residential use only, and each dwelling unit is comprised of one or more cubicles of air at one or more levels of space, having its outer boundaries defined by the interior perimeter walls, floors, ceilings, windows, window frames, doors and door frames of the building, together with all fixtures and improvements contained within the boundaries, and including such porches, patios, balconies and other appurtenant and related structures and equipment, with similar boundaries, as may be constructed and shown as related to the unit in the Condominium Plat, but excepting any such structures and equipment which are designated herein as common areas or limited common areas. All drywall within a unit shall be a part of that unit.

4.3.2 Parking Units. Each parking unit shall be a cubicle of air within the parking garage and area as shown on the Condominium Plat, and defined by the parking surface itself, by the ceiling, if any, of the level on which the space is located, and by four vertical planes whose lower corners are the endpoints of the painted stripes on the parking surface and which extend to the ceiling of the parking level, if there is a ceiling.

4.4 Identification. The units are designated by identifying numbers as shown on the list attached hereto as Exhibits A and B and on the Condominium Plat. The approximate dimensions and floor area of each unit, and further details identifying and describing each unit, are shown on the floor plans which form a part of the Condominium Plat.

5. BUILDINGS AND RESTRICTIONS

The building and units constructed on the Property shall in each instance comply with each of the following conditions and restrictions:

5.1 Improvements. Only one residential apartment or one parking space, as the case may be, shall be constructed within each dwelling unit or parking unit location as shown on the Condominium Plat. Any other improvements, paved areas, accessory systems or equipment serving the unit shall be located as shown on the Condominium Plat.

5.2 Dwelling Units: Residential Use. All dwelling units shall be used only for residential purposes. No single owner may own more than two dwelling units.

5.3 Use of Parking Units. All parking units shall be used only for parking vehicles belonging to owners of dwelling units and their temporary guests. Parking units shall not be leased, rented or otherwise made available for use by any person not an owner of a dwelling unit in the condominium. Parking units shall not be used for storage of any kind, and shall not be used to store or park vehicles which are not operable and in regular use. The Association may, but is not required to, set by rule or Bylaw a length of time in which vehicles which are not operable, but which are repairable, may be kept in a parking unit while awaiting repair, and shall have the sole

authority to regulate and administer all issues and disputes regarding parking, arising under this Paragraph or other provisions of this Declaration and of the Bylaws.

5.4 Ownership of Parking Units Restricted. The Condominium is intended for and restricted to residential use only. For that reason, it is essential that no parking unit be owned by any person or entity which is not also the owner of a dwelling unit (except that parking units may be conveyed to and owned by the Association for use in executing the Association's duties and responsibilities). Owners of dwelling units are permitted to buy and sell parking units among themselves in order to accommodate their individual and unique parking needs. No parking unit may be owned by or conveyed to any person or entity which is not an owner of a dwelling unit, and no person who sells, conveys or otherwise relinquishes fee title or equitable title to a dwelling unit (including but not limited to a land contract vendor) may retain fee title or equitable title to a parking unit. Any conveyance, transaction or other arrangement which results in a parking unit being owned or controlled by any person or entity which is not the owner of a dwelling unit in **HIGHBRIDGE CONDOMINIUM** (except the Association) is inconsistent with the intent of this Declaration and is prohibited.

5.5 Building Exteriors. In order to maintain a pleasing and uniform exterior appearance of the condominium buildings, each unit shall maintain exactly the same exterior colors. All exterior replacement items, such as windows, siding, doors and the like, shall be the same brand, product, style and color as the original installation, if possible. If the original item is no longer available, substitutions may be made only with the prior written consent of the Association's Board of Directors.

5.6 Maintenance. In order to maintain a pleasant and high-quality appearance of the Condominium, the Association shall maintain the exterior of the buildings in a condition as close as possible to the original. All exterior paint, brick, siding, trim, roofing, and the like shall be maintained, cleaned, replaced or painted or otherwise cared for, as the case may be, and shall be kept in pristine condition. The Association shall perform such work on the building and may specially assess the unit owners for the expenses involved. In the event that a unit owner does not pay any special assessment for any such work within 14 days of receiving the invoice for the work, the Association may assess the unit owner for that sum of money and may file a lien claim which will encumber the non-paying owner's title until paid in full.

6. COMMON ELEMENTS

6.1 Description. The common elements shall consist of all of the improvements and appurtenances of **HIGHBRIDGE CONDOMINIUM**, except the individual units (dwelling units and parking units) and fixtures therein, as defined in this Declaration, including but not limited to the land on which the buildings are located; common roads, drives, walkways, courtyards and other open areas as shown on the Condominium Plat and all amendments thereto; water systems and other private utility lines; public utility lines; master television cable or antenna and line, if any; the landscaping done or to be done on the condominium property; bearing walls, floors and ceilings (except the interior surfaces thereof, including any drywall, which form the outer boundaries of each dwelling unit), roofs, foundations, entrances and exits, pipes, ducts, electrical wiring, sewer laterals, common rooms, outside walls, girders, beams and support and structural parts of the

buildings. Each owner of a unit shall have an undivided interest in all of the common elements of the condominium.

6.2 Easements. Each dwelling unit owner shall have a valid exclusive easement to the space between the interior and exterior walls for the purpose of installing and maintaining additional utility outlets, wall hangings, and the like, and erection of non-bearing partition walls and similar structures, where the use of space between the walls may be necessary for such purposes, provided that the dwelling unit owner shall do nothing to impair the structural integrity of the building or the soundproofing of common walls between units, and provided further that the common elements be restored to their former condition by the dwelling unit owner at the dwelling unit owner's sole expense upon completion of the item or termination of the use requiring the easement. Easements are hereby declared and granted for the benefit of the dwelling unit owners, and of the Association of Unit Owners (hereinafter established and described) for the installation, maintenance and repair of common utility services in and on any part of the common elements or units of any type.

6.3 Signage. No exterior signage of any kind shall be allowed in the common areas, attached to the buildings, displayed on the buildings or visible in windows or doors, except as may be specifically set forth in the Rules and Regulations.

6.4 Portion May Be Leased for Communications Antenna. The Association shall have the exclusive right, at the option of the Board of Directors, to lease one or more portions of the common elements to one or more providers of communications facilities, on such terms as the Board deems suitable. Said portion(s) of the common elements may be used as a site or sites for wireless communication relay and/or transmission antenna facilities and associated equipment or facilities. All equipment and facilities placed there shall be installed and maintained so as to be as inconspicuous as possible and so as to affect the appearance and function of the condominium to the minimum extent consistent with reasonable use of the equipment and facilities. Use of one or more portions of the common elements for this purpose shall change the character of the affected portion(s) of the common elements to limited common elements of the Association. All such leases shall be in writing, and a copy of each shall be kept by the Secretary of the Association. All revenue derived from any lease(s) shall be paid to the Association immediately upon receipt, and shall be treated as part of the general revenues of the Association, unless the Board of Directors shall by resolution allocate it to some particular fund or purpose.

7. LIMITED COMMON ELEMENTS

7.1 Description. Portions of the common elements are designated as "limited common elements" on the Condominium Plat. Each limited common element is reserved for the exclusive use of the owner(s) of the unit to which it is appurtenant, to the exclusion of all other unit owners in the condominium. Such limited common elements include (but are not limited to) the outside deck, walks, patio or porches, if any, immediately and adjacent to each unit by which it has access by a door from the unit, and the like, which are shown as appurtenant to each unit on the condominium plat.

7.2 Use. The manner of use of each limited common element shall be determined by the owner of the unit to which it is appurtenant, provided that no such use shall be inconsistent

with the purposes stated in this Declaration and the intent of the restrictions as set forth in this Declaration. No unit owner or occupant shall landscape, alter, obstruct or damage any limited common element, nor attach any object or equipment to any common element or limited common element, nor permit any such thing to be done, in any manner, without the written consent of the Board of Directors of the Association, or as specifically set forth in the Rules and Regulations.

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

8.1 Ownership in common. Each unit owner shall own a fee simple interest in the unit. Each unit owner shall also own an undivided interest in the common elements as a tenant in common with all other unit owners. Except as otherwise limited in this Declaration, the Bylaws, and the Rules and Regulations, unit owners and occupants shall have the right to use and occupy the common elements for all purposes incidental to the use and occupancy of their respective units as places of residence, and for such either incidental purposes permitted by this Declaration, the Bylaws, and the Rules and Regulations, which rights shall be appurtenant to and run with each unit.

8.2 Calculation of percentage interest. The percentage of the undivided ownership interest in the common elements relating to each unit, and accruing to its owner for the purposes of ownership and proportionate liability for and payment of common expenses, shall be determined at any time by dividing 100 by the total number of dwelling and parking units existing in the condominium (100/81= 1.234%). This method and formula shall not be used to determine voting rights, which are set forth below.

9. ASSOCIATION OF UNIT OWNERS

9.1 Membership, Duties and Obligations. All unit owners shall be entitled and required to be members of an association of unit owners to be known as **HIGHBRIDGE CONDOMINIUM OWNERS ASSOCIATION, INC.** (hereinafter "the Association"), which shall be responsible and shall have exclusive authority for executing the purposes of this Declaration, including the management and control of the common elements and of the limited common elements. The Association shall be incorporated as a non-stock corporation under the laws of Wisconsin. Each unit owner and occupant shall have all of the rights and shall be subject to all of the obligations created by and existing under this Declaration, and shall be subject to and abide by such bylaws, rules and regulations as the Association may from time to time enact.

9.2 Units Entitled to Vote. In order to maintain an equitable balance among the unit owners, voting rights shall be based upon ownership of dwelling units only. Parking units shall not be considered for any purpose connected with voting rights.

9.3 Voting Rights. Each dwelling unit shall be entitled to one vote at meetings of the Association. Only one membership shall exist for each unit; if title to a unit is held by more than one person, the membership attributed to that unit shall be shared by the unit's owners according to the proportions and type of tenancy in which they hold title. Voting shall be by whole units only; no fractional votes shall be permitted. Shared membership interests must be voted as one, pursuant to the designation contained in the membership list maintained pursuant to the Bylaws.

9.4 Meeting to Elect Directors. Directors shall be elected at the Association's annual meeting, at a time and place to be determined by the Board of Directors, as more fully set forth in the Bylaws.

9.5 Association Personnel; Common Services. The Association may contract for, obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable, may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the condominium, and may contract for such common services or utilities as it may determine to be necessary or advisable for each unit or for common elements.

9.6 Association Records. The Association shall have current copies of this Declaration with any amendments, the Condominium Plat, the Articles of Incorporation and Bylaws of the Association, any rules or regulations affecting the condominium, and the Association's books, records and financial information and statements available during normal business hours for inspection by unit owners or by holders, insurers or guarantors of first mortgages upon units in the condominium. Upon written request, the Association shall provide a written financial statement for the preceding fiscal year to any such holder, insurer or guarantor.

10. RESIDENTIAL PURPOSE

10.1 Uses Restricted. The condominium buildings and the units and common areas are intended for and restricted exclusively to residential uses as governed by the terms and conditions of this Declaration, and by the Bylaws and Rules and Regulations of the Association.

10.2 Nonresidential Use Communications Facilities. The sole exception to the residential purpose set forth in this section shall be the use of one or more portions of the common elements for wireless communications facilities, as set forth in paragraph 6.4 of this Declaration.

11. REPAIRS AND MAINTENANCE

11.1 Individual Units. Each unit owner shall be responsible for keeping the interior of the unit and all of its equipment, fixtures and appurtenances in good order, pristine condition and repair and in a clean and sanitary condition, and shall be responsible for such decorating, painting and maintenance as may at any time be necessary or advisable to maintain the good condition, function and appearance of the unit, according to standards set forth in the Bylaws. Without in any way limiting the foregoing, each unit owner shall be responsible for the lighting fixtures, refrigerators, air conditioning equipment, furnaces or heating equipment, dishwashers, disposal, laundry equipment including washers and dryers, ranges or other equipment which may be in or connected with the unit and serve just that unit.

11.2 Limited Common Elements. Each unit owner shall keep the limited common areas or elements appurtenant to the unit in a good, clean, sanitary and attractive condition, order and repair.

11.3 Association May Act; Assessments. If any unit owner fails to properly discharge the responsibilities set forth in Paragraphs 12.l and 12.2 above, the Association may give notice in writing as to repairs, maintenance and cleaning it determines to be necessary. If the unit owner fails to properly take care of such matters within 30 days following receipt of such notice, the

Association may accomplish any repairs and maintenance it determines to be necessary, and may assess the unit owner for any reasonable expenses incurred.

11.4 Common Elements and Facilities. The Association shall be responsible for the management and control of the common elements and facilities, and shall cause them to be well maintained and kept in good, clean and attractive condition, order, and repair. Without in any way limiting the foregoing, this shall include all repair, maintenance and snow removal for driveways and walkways, and all grass cutting and landscape maintenance and related activities, according to standards set forth in the Bylaws. All expenses of maintenance of the common elements shall be a common expense of the Association. The Association shall have sole authority over all additions, improvements and alterations to common elements and limited common elements. In the event any repair or maintenance of any of the common elements or limited common elements is necessitated by reason of misuse by, or negligence of, a unit owner or occupant, or of a tenant, guest or agent of a unit owner, the Association may charge and assess the reasonable expense of such repair or maintenance to the responsible unit owner.

11.5 Entry for Repairs. The Association, or any person or entity employed, retained or designated by it, may enter any unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of public or common utilities, or for any other matters for which the Association is responsible. Such entry shall be made only with reasonable prior notice to the owner, except in the case of an emergency when injury or property damage will result from delayed entry, and with as little inconvenience to the owner as practical. Any damaged caused by such entry, maintenance or repairs shall be repaired by the Association and treated as common expenses, except as allocable to an individual unit or units at the discretion of the Board of Directors.

11.6 Structural Changes by Unit Owners. A unit owner shall not, without first obtaining the written consent of the Association's Board of Directors, make, or cause or permit to be made, any structural alteration, changes or improvements in or to the unit, or in or to the exterior of any building or any common or limited common elements and facilities, 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 cause or allow to be performed, any act or work which will impair the structural soundness, the soundproofing, 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's Board of Directors. If a unit owner intends to change flooring to a hard surface flooring, prior written consent of the Board will be required to ensure that the proper amount of soundproofing underlayment is included.

11.7 Unit Interiors. Each unit owner shall have the exclusive right to paint, repaint, tile, panel, paper, or otherwise refurbish and decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of the unit and all walls, ceilings, floors and doors within the boundaries, repair and replace drywall as needed, and to erect partition walls of non-structural nature, provided that such unit owner shall take no action which in any way will materially change any common walls.

12. DESTRUCTION AND RECONSTRUCTION

12.1 Units. In the event of partial or total damage or destruction of a unit, the repair and restoration of the unit shall be the responsibility of the Association utilizing the proceeds of insurance upon the unit maintained by the Association. The unit shall be repaired and rebuilt as soon as practicable, and substantially to the same design, plan and color specifications as originally built.

12.2 Damage to or Destruction of Common Elements. In the event of a partial or total damage or destruction of any part of the common elements and facilities, the damaged or destroyed items 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 the condominium. The proceeds of any insurance provided by the Association, collected for such damage or destruction, shall be available to the Association for the purpose of repair or reconstruction, as provided in Section 13 below. In the case of damage or destruction, the repair or reconstruction of which would exceed available insurance proceeds by the sum of $100,000.00 in the aggregate, the Association may determine not to rebuild or repair, by written consent of unit owners with not less than 75% of the aggregate number of votes in the Association, within 90 days after the date of the damage or destruction. As to each unit entitled to vote, such consent shall not be valid unless it is approved in writing by all mortgagees of the unit. In the event that the decision is made not to rebuild or repair, the Property shall be subject to an action for partition and shall be partitioned pursuant to Section 703.18 of the Wisconsin Statutes, 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.

12.3 Repair or Reconstruction of Common Elements. If it is determined to repair and rebuild, the design, plan and specifications of any building or unit may vary from that of the original, with the approval of the Association; provided, however, that the number of square feet in any unit may not vary by more than 5% from the number of square feet in the unit as originally constructed, and the location of any building shall be substantially the same as the original. All costs of repair or reconstruction in excess of available insurance proceeds shall be a common expense, and the Association shall have the right to levy assessments as a common expense against all unit owners to the extent that the proceeds of any insurance collected are insufficient to pay the costs of repair or reconstruction.

13. INSURANCE

13.1 Property Damage Insurance. The Board of Directors of the Association shall obtain, to the extent available in the normal commercial marketplace, broad form insurance against loss by fire and against loss by lightening, windstorm, hail, snow storm and other risks normally included within risk of loss extended coverage, including vandalism and malicious mischief, insuring all Common Elements, Limited Common Elements, Units and Unit upgrades or betterments, together with all service machinery appurtenant thereto, as well as all personal property belonging to the association, but excluding any Unit Owner personal property, in an amount equal to the full replacement value, with code upgrades, without deduction for depreciation. Premiums shall be a common expense. To the extent possible, the insurance shall

provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association, and their respective agents 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 and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The Board of Directors shall obtain a third-party insurance appraisal, to be updated at least every five (5) years, to determine the full replacement value of the Property insured.

13.2 Additional Insurance. In addition to the insurance required above, the Board shall obtain, to the extent available in the normal commercial marketplace, with the costs thereof to be borne as a Common Expense:

13.2.1 Worker's compensation insurance;

13.2.2 Liability insurance providing coverage in an amount not less than two million dollars ($2,000,000) per occurrence for injury, including death, and property damage covering the Association, the Board of Directors, officers, and all agents and employees of the Association, and all Unit Owners and other persons entitled to occupy any Unit or other portion of the Property;

13.2.3 Directors and Officers Insurance covering the officers, directors, property managers and volunteers;

13.2.4 Fidelity insurance covering officers, directors, property managers, employees, and other persons who handle or are responsible for handling Association funds. Such insurance shall be in an amount at least equal to no less than three (3) months' operating expenses plus reserves on hand as of the beginning of the fiscal year and shall contain waivers of any defense based upon the exclusion of persons serving without compensation; and

13.2.5 In addition to the insurance required above, the Board of Directors may obtain such other insurance, including cyber or automobile insurance, as it deems necessary.

13.3 Insurance Deductible. In the event of any insured loss on the Association's master insurance policy, the Association's deductible shall be the responsibility of the person or entity (including the Association) who would be responsible for such damage under the Condominium Documents, in the absence of insurance. If the cause of loss originates within a Unit, the Unit Owner is responsible for the damage costs up to the Association's master insurance policy deductible. If the cause of the loss originates in more than one Unit or a Unit and the Common Elements, the responsibility for paying the Association's deductible shall be equitably apportioned by the Board in its sole discretion among the Unit(s) and/or Common Elements where the loss originated.

13.4 Unit Owner Insurance. The Unit Owners shall be responsible for and shall obtain insurance coverage for:

13.4.1 The personal property within the Unit;

13.4.2 Coverage A with special perils coverage added, which changes the perils covered from "named perils" to "all risks unless excluded", which insurance should also cover Building/Additions and Alterations/Improvements and Betterments in an amount of at least the Association's master policy deductible(s);

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

13.4.4 Special perils contents coverage; and

13.4.5 Sewer backup and sump pump failure coverage.

14. LIABILITY FOR COMMON EXPENSES

14.1 General Conditions. The costs of administration of the Association, common element insurance, repair, maintenance and other expenses of the common elements as set forth above, including but not limited to common services provided to the unit owners, including but not limited to common lighting, grass cutting for common elements, snow removal, repair and maintenance of drives and walks, and common utility and water services, shall be paid for by the Association as common expenses. 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 and limited common elements attributable to each unit, in the manner provided in the Bylaws of the Association. No unit owner and no unit ownership may be exempted from liability for contribution toward the common expenses by any waiver of the use or enjoyment of any of the common elements or services, or by the owner abandoning the unit; and no conveyance shall relieve the unit owner or grantor or the unit of such liability. A unit owner who sells or otherwise conveys the unit shall be jointly, severally and personally liable along with the grantee for the common expenses incurred up to the date of conveyance, until all expenses charged to the unit have been paid.

14.2 Assessments. Every assessment, when due, shall immediately become a personal debt of the unit owner and also a lien, until paid, against the unit to which it is 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 for the following year; if the annual assessment is prorated and paid in installments, the assessment shall not be considered due until the respective installment payment dates. In the event of delinquency of payment, the Association may assess penalties, interest and collection costs, including actual attorneys' fees, and may accelerate annual assessments remaining unpaid with respect to such delinquent unit for purposes of collection or foreclosure action by the Association.

15. PARTITION

Common elements and limited common elements shall not be partitioned, through judicial proceedings or otherwise, except as otherwise provided in the Declaration, until or unless this Declaration is terminated and the Property is withdrawn from its terms, or from the terms of the Act; except that, if any unit is owned by two or more co-owners as tenants in common or joint tenants, or as marital property of any type, nothing in this Declaration shall be deemed to prohibit a voluntary or judicial partition of the unit as between the co-owners.

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

The percentage of the undivided interest in the common elements and limited 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 the owner's interest in the unit and the unit's corresponding percentage of ownership in the common elements and limited common elements. This prohibition is intended to prevent any severance of the combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including the other shall be deemed and taken to include the missing interest even though the missing interest is not expressly mentioned or described in the instrument.

17. EASEMENTS, RESERVATIONS AND ENCROACHMENTS

17.1 Utilities. Easements are hereby declared and granted for the benefit of the unit owners and the Association for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone and other communication lines and equipment, master cable television or antenna system lines and equipment, and electric conduits, lines and equipment including power transformers, over, under, along and on any part of the common elements, including the limited common elements, to service the condominium Property or the expansion land.

17.2 Encroachments. In the event that by reason of the construction, reconstruction, settlement or shifting of any building, or the design or construction of any unit, any part of the common elements, or any limited common element, 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. 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 occurs because of the willful and knowing conduct of any such owner.

17.3 Rights of Ingress and Egress. Each unit owner shall have an unrestricted perpetual right of ingress and egress to and from the unit, which shall be appurtenant to the unit and shall pass with the unit on transfer of ownership.

17.4 Binding Effect. All easements and rights described in this Section 17 are easements appurtenant, running with the real estate, 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 shall be binding upon, all unit owners, purchasers and mortgagees, and their heirs, personal representatives, successors and assigns. The Association, by and through its Board of Directors, shall have the authority to execute and record all documents necessary to carry out the intent of this Section 17.

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

18.1 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 owner for any actual damages caused by the failure, or for injunctive relief. In addition, the Association shall have the enforcement authority contained in this Declaration and in the Bylaws of the Association. The Association may assess a Unit Owner the actual damages the Association incurs from the Unit Owner's (its residents, occupants, or guests) failure to abide by the Condominium Declaration, Bylaws, or Rules and Regulations (the "Condominium Documents"). Where appropriate, the Association may also fine for violations of the Condominium Documents, and a schedule of progressive fines shall be set forth in the Rules and Regulations. There shall be a Grievance Procedure set forth in the Rules and Regulations, whereby a Unit Owner may contest the alleged violation. The decision of the Grievance Committee is final and binding.

18.2 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 set forth in this Declaration, 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 by 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.

18.3 Lawsuits. The Board of Directors shall not commence a lawsuit if, at the time of the decision to pursue the lawsuit, the estimated cost of the lawsuit is reasonably likely to exceed Ten Thousand Dollars ($10,000.00) (other than to collect assessments, or enforce the terms and conditions of the Condominium Documents) until such action shall have been approved by at least seventy-five percent (75%) of the Unit Owners.

19. AMENDMENTS TO THE DECLARATION

Except as otherwise provided with respect to termination of the condominium form of ownership, this Declaration may be amended only with the written consent of owners of dwelling units which, taken together, have not less than two-thirds (2/3) of the votes in the Association. In the case of a unit which is subject to one or more mortgages, the unit owner's written consent is not effective unless it is approved by the mortgagees of the unit to the extent required by and set forth in the Act. The original of each amendment shall be recorded in the Office of the Register of Deeds for Milwaukee County, and a complete copy of each amendment shall be mailed or personally or electronically delivered to each unit owner at the unit owner's address on file with the Association.

20. NOTICES

All notices and other documents required by this Declaration or the Bylaws to be given to any unit owner shall be sufficiently delivered if given to one owner of the unit, regardless of the

number of owners having an interest in the unit. All unit owners shall provide the Secretary of the Association with an address (physical and electronic) for the mailing or service of any notice or other documents, and the Secretary's duty with respect to the giving of any notice shall be deemed to have been discharged by mailing or personally or electronically delivering the notice to the unit owner's address as filed with the Secretary.

21. RESIDENT AGENT

The Resident Agent shall be the registered agent of the Association. That designation shall be as stated on file with the State of Wisconsin, Department of Financial Institutions or such successor agency as the State may designate for the purpose. At the time of recording this Restated Declaration, the Association's registered agent is Ogden & Company, Inc., 1665 N. Water Street, Milwaukee, WI 53202.

22. MORTGAGEE RIGHTS

22.1 Notices. The holder, insurer or guarantor of any first mortgage or land contract on a unit in the condominium, upon request given in writing to the Resident Agent, shall be entitled to receive notice from the Association as follows:

22.1.1 Written notice as to any default or delinquency in the performance by the unit owner-mortgagor, as to any obligation under the condominium documents, which default or delinquency is not cured within thirty (30) days after written notice of said default or delinquency to the unit owner-mortgagor;

22.1.2 Written notice of the call of any meeting of the members or Board of Directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Association's Bylaws or the Articles of Incorporation in any material respect. A change to any of the following shall be considered material for this purpose:

(a) voting rights;

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

(c) reserves for maintenance and repairs;

(d) responsibility for maintenance and repairs;

(e) reallocation of interests in the common elements or limited common elements;

(f) redefinition of any unit boundaries;

(g) expansion or contraction of the condominium, or the addition, annexation or withdrawal of property to or from the same;

(h) insurance or fidelity bond;

(i) leasing of units;

(j) imposition of any restriction on unit owners' right to sell or transfer units;

(k) a decision by the Association to establish or discontinue self-management;

(l) restoration or repair of any part of the condominium after hazard damage or partial condemnation in a manner other than that specified in this Declaration;

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

(n) any provisions set forth in this Declaration which expressly benefit mortgage holders, insurers or guarantors.

22.1.3 Written notice of any damage or destruction to the common elements or limited common elements of the condominium, the aggregate amount of which exceeds $50,000.00, at such time as such time as the damage or destruction is known to the Board of Directors.

22.1.4 Written notice of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

22.1.5 Written notice of any proposed action which requires the consent of mortgagees.

22.2 Certain Acts; Consent of Mortgagees Required. Except as provided by the Act in the case of damage to or destruction of all or any part of the condominium property, or changing percentages of ownership, the Association shall not do any of the following unless all of the mortgagees of at least 75 percent of the total number of dwelling units in the condominium have given their prior written consent:

22.2.1 Change the undivided percentage interest in the common elements of the condominium appurtenant to any unit, or the manner of making assessments for common expenses based upon such percentage.

22.2.2 Partition or subdivide any unit or common elements or limited common elements of the condominium.

22.2.3 By act or omission, seek to abandon the condominium or encumber or convey any part of the common elements or limited common elements of the condominium.

22.3 Information Required from Mortgagee. In order to be entitled to receive the notices specified above, a mortgage shall send a written request to the Resident Agent of the Association, stating the name and address of the mortgagee, along with the unit number or unit address on which it has a mortgage, insurance policy or guaranty.

23. NUMBER AND GENDER

Whenever used herein, unless the context requires otherwise, the singular number includes the plural, the plural includes the singular, and the use of any gender includes all genders.

24. CAPTIONS

The captions, section and subsection headings and paragraph headings in this Declaration 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 of this Declaration.

25. SEVERABILITY

The provisions of this Declaration shall be deemed to be independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision, or of any part of a provision, shall not affect the validity or enforceability of the remaining provisions or portions of provisions.

This Second Amended and Restated Declaration complies with the requirements of the Declaration and the applicable law, Wis. Stat. §703.09(2), in that it has been approved by the written consent of Unit owners with not less than two-thirds (2/3) of the Unit Owners in the Association, and such consents have been approved by the mortgagees or holders of equivalent security interest in the Units to the extent required by the Act.

IN WITNESS WHEREOF, the Association has executed this Second Amended and Restated Declaration of Condominium for Highbridge Condominium this 10th day of April, 2023

HIGHBRIDGE CONDOMINIUM OWNERS ASSOCIATION, INC., a Wisconsin Non-Stock Corporation,

By: Christine L. Rohr-Caporaso, President

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

This document was acknowledged before me by Christine L. Rohr Caporaso, as President of Highbridge Condominium Owners Association, Inc. on this 10th day of April, 2023.

DAVID M. DRAKULIC NOTARY PUBLIC STATE OF WISCONSIN

Notary Public, State of Wisconsin
Name: DAVID M DRAKULIC

My Commission Expires: OCT 30 2026

EXHIBIT A

Legal Description

Dwelling Units 101, 102, 103, 104, 105, 106, 107, 108, 109, 501, 502, 503, 504, 505,506, 507, 508, 509, 601, 602, 603, 604, 605, 606, 607, 608 and 609, and Parking Units 1 through 54, each together with its appurtenant undivided interest in the common elements, in HIGHBRIDGE CONDOMINIUM, a Condominium created and existing under the Wisconsin Condominium Ownership Act by Declaration recorded on December 28, 2000, as Document No. 8005075, as amended. Located in the City of Milwaukee, Milwaukee County, Wisconsin, on the land described in said Declaration.

EXHIBIT B

Tax Key Numbers

Tax Key	Unit Number
354-1061-9	Unit 101
354-1062-4	Unit 102
354-1063-X	Unit 103
354-1064-5	Unit 104
354-1065-0	Unit 105
354-1066-6	Unit 106
354-1067-1	Unit 107
354-1068-7	Unit 108
354-1069-2	Unit 109
354-1070-8	Unit 501
354-1071-3	Unit 502
354-1072-9	Unit 503
354-1073-4	Unit 504
354-1074-X	Unit 505
354-1075-5	Unit 506
354-1076-0	Unit 507
354-1077-6	Unit 508
354-1078-1	Unit 509
354-1079-7	Unit 601
354-1080-2	Unit 602
354-1081-8	Unit 603
354-1082-3	Unit 604

Tax Key	Unit Number
354-1083-9	Unit 605
354-1084-4	Unit 606
354-1085-X	Unit 607
354-1086-5	Unit 608
354-1098-0	Unit 609