DISCLOSURE MATERIALS
OF
METROPOLITAN PLACE RESIDENTIAL CONDOMINIUM

333 West Mifflin Street and 360 West Washington Avenue
Madison, WI

Declarant:	Buckingham, LLC 380 West Washington Avenue Madison, WI 53703
Declarant's Agent:	Keller Williams 3 Point Place Madison, WI 53719

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1. THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBLITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.

2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY, WITH THE EXCEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONSULT THE DISCLOSURE DOCUMENTS TO WHICH A PARTICULAR EXECUTIVE SUMMARY STATEMENT PERTAINS. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

3. YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU MAY, WITHIN FIVE BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS, DELIVER A REQUEST FOR ANY MISSING DOCUMENTS. IF YOU TIMELY DELIVER A REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHINT 5 BUSINESS DYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND REEIVCE A FULL REFUND OF ANY DEPOSITS MADE.

INDEX OF DISCLOSURE MATERIALS
FOR METROPOLITAN PLACE
RESIDENTIAL CONDOMINIUM

The disclosure materials the Seller is required by law to provide to each prospective Condominium Unit purchaser contain the following documents and exhibits:

EXECUTIVE SUMMARY
FOR
METROPOLITAN PLACE
RESIDENTIAL CONDOMINIUM

This summary is not intended to replace the purchaser's review of the condominium declaration, bylaws, and other condominium disclosure materials nor is it a substitute for a professional review of the condominium documents.

A. Condominium Name

Metropolitan Place Residential Condominium

B. Expansion Plans

This condominium has been fully expanded to 338 residential and 2 commercial units; see "Governance" for management.

C. Governance

The name and address of the condominium association is:

Metropolitan Place Residential Condominium Owner's Association, Inc.
360 West Washington Avenue
Madison, WI 53703

Pending turnover by the Declarant to the Association, the Declarant is responsible for the governance of the Association pursuant to Section 6.02 of the Declaration.

The Association has hired a management company, Seigel-Gallagher Management Company, to manage the Association. The name, address, and telephone number of the individual who may be contacted regarding the Association is:

Daryl Larson, Seigel-Gallagher Management Company
333 W. Mifflin Street
Madison, WI 53703
(608) 356-2200

For specific information regarding the management of the Association, see the Management Contract included in these materials.

D. Special Amenities

There are no special amenities that the unit owner is obligated to join or support. The exercise rooms located on the fourth floor of 360 W. Washington Avenue and the second floor of 333 W. Mifflin Street are owned and managed by the Association. The rooftop of the parking condominium is available for Unit Owners' use.

E. Maintenance and Repair of Units and Limited Common Elements

Each Unit Owner shall be responsible for the cleaning, maintenance, repair, and replacement of its Unit. Each Unit Owner shall be responsible for the cleaning and maintenance of the Limited Common Elements appurtenant to its Unit. For more information see Section 6.04 and Section 7.04 of the Declaration, and Article III of the Administrative Rules and Regulations of the Association.

F. Maintenance and Repair of Common Elements

The Association shall be responsible for management and control of the Common Elements, and shall maintain and repair the same in good, clean and attractive order and repair. For more specific information, see Section 6.04 of the Declaration.

The Association will fund maintenance, repairs, and other common expenses from unit owner assessments and reserve funds. For more specific information, see Sections 6.05-6.08.

The Association has retained the above named management company, Seigel-Gallagher, to oversee the maintenance, repairs, and other routine common expenses of the Condominium.

G. Rental of Units

Units may not be rented without approval by the Association, except by Declarant. For more information, see Section 7.01 of the Declaration and Section 3.03 of the Administrative Rules and Regulations of the Association.

H. Unit Alterations

Unit Owners may make changes to the structure of a Unit subject to the rules of the Association. For more information, see Article IV of the Administrative Rules and Regulations of the Association.

I. Parking

Parking is available through the purchase of parking units in the adjacent Metropolitan Place Parking Condominium. See the disclosure materials for the Metropolitan Place Parking Condominium for more specific information.

J. Pets

The maximum number of pets in any Unit shall not exceed two (2). Pets may consist of either two cats, two dogs, or a combination one cat and one dog. All pets must have a friendly demeanor, and may not be in any common area unless it is on a leash no longer than 30 inches or is being carried. Any pet causing a nuisance or disturbance to any other occupant shall be removed upon the owner being given notice by the Board of Directors. For more specific information, see Section 3.01 of the Administrative Rules and Regulations.

K. Reserves

The Association budgets for a reserve for repairs beyond routine maintenance. The reserve fund is **not** a statutory reserve account under Wis. Stats. § 703.163.

L. Fees on new units

For specific information on the assessment fees paid by the Declarant on unsold Units, see Section 6.10 of the Declaration.

M. Amendments

The Declaration may be amended with the written consent of not less than sixty-seven percent (67%) of the Unit Owners. Written consent of the Unit Owner must be approved by each mortgagee of the Unit. For more specific information, see Article XII of the Declaration.

The Bylaws may be amended by the Unit Owners and the Board of Directors. See Article IX of the Bylaws for more information. The Administrative Rules and Regulations may also be amended at any time by the Board of Directors of the Association. See Article V of the Administrative Rules and Regulations.

Amendments must be approved separately by Residential and Commerical Units. Special provisions govern any amendments affecting Declarant or Commercial Units. For more information see Section 7.03 and Article XII of the Declaration as amended by the Third Amendment to the Declaration.

N. Leases and Contracts

There are no leases to which it is anticipated the Unit Owners or the Association will be a party to following closing. Contracts to which the initial phase is a party will continue in force.

O. Other Features

This Condominium is a mixed-use development, with two Commercial Units located on the ground floor of 333 W. Mifflin Street. See the Third Amendment to the Declaration for more information about how these Commercial Units are integrated into the Condominium.

DECLARATION OF CONDOMINIUM FOR METROPOLITAN PLACE
RESIDENTIAL CONDOMINIUM
AND SUBSEQUENT AMENDMENTS

TABLE OF CONTENTS of FIRST AMENDMENT

SUBSEQUENT AMENDMENTS

Document Number

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR METROPOLITAN PLACE RESIDENTIAL CONDOMINIUM

DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
3684062

04/04/2003 03:31:58PM

Trans. Fee:
Exempt #:

Rec. Fee: 113.00
Pages: 52

002385

Recording Area

Name and Return Address
Frederic J. Brouner, Esq.
DeWitt Ross & Stevens S.C.
2 E. Mifflin St., Suite 600
Madison, WI 53703

251-0709-231-1219-1
Parcel Identification Numbers

The undersigned, Metropolitan Place Development LLC, a Wisconsin limited liability company which is the Declarant of Metropolitan Place Residential Condominium and present owner of one hundred percent (100%) of the Units, does hereby amend the Declaration of Condominium of Metropolitan Place Residential Condominium recorded on November 20, 2001, as Document No. 3402988, Dane County Register of Deeds by substitution of the following Declaration (including the First Addendum to Condominium Plat attached as Exhibit B) in place of the prior Declaration.

ARTICLE I

DECLARATION

Declarant hereby declares that it is the sole owner of the Land (as defined in Section 2.02), together with all improvements to be constructed thereon and all easements, rights and appurtenances pertaining thereto (the "Property"), and further declares that the Property is hereby submitted to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes (the "Condominium Ownership Act"). The purpose of this Declaration is to subject the property hereinafter described and the improvements thereon to the condominium form of Ownership in the manner provided by the Act. It is intended that all provisions contained herein shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant and to its successors in interest.

52/113

ARTICLE II

NAME AND DESCRIPTION OF PROPERTY

2.01 Name. The name of the condominium created by this Declaration (the "Condominium") is "Metropolitan Place Residential Condominium."

2.02 Legal Description. The real estate comprising the Property (the "Land") is located in the City of Madison, County of Dane, State of Wisconsin, and is legally described on Exhibit A attached hereto and made a part hereof.

2.03 Address. The address of the Condominium is 360 West Washington Avenue, City of Madison, Wisconsin 53703.

2.04 Covenants, Conditions, Restrictions, and Easements. The Condominium shall be, on the date this Declaration is recorded, subject to, without limitation:

(a) General taxes not yet due and payable;

(b) Easements and rights in favor of gas, electric, telephone, water and other utilities;

(c) All other easements, ground leases, covenants, and restrictions of record;

(d) All municipal, zoning, and building ordinances; and

(e) All other governmental laws and regulations applicable to the Condominium.

2.05 Definitions. Except as modified herein, the definitions contained in the Act shall govern in the interpretation of this Declaration.

ARTICLE III

DESCRIPTION OF UNITS

Section 3.01 Identification of Units. The condominium shall consist of one hundred seventy-four (174) residential units (individually a "Unit" and collectively the "Units") located in a building (the "Building") identified on the condominium plat attached hereto as Exhibit B and made a part hereof (the "Condominium Plat"). The Condominium Plat also shows the floor plans for the Building and the layout, boundaries and dimensions of each Unit. The Units are identified as: Units 001 and 002 which are on the ground floor of the Building; Units 101 through 106, inclusive, and Unit 115 which are located on the first floor of the Building; Units 201 through 207, inclusive, and Unit 215 which are located on the second floor of the Building; Units 301 through 307, inclusive, and Unit 315 which are located on the third floor of the Building; Units 401 through 407, inclusive, and Unit 415 which are located on the fourth floor of the Building; Units 501 through 508, inclusive, and Units 510, 512, 514, and 515 which are on the fifth floor of the Building; Units 601 through 615, inclusive, which are on the sixth floor of the Building; Units 701 through 715, inclusive, which are on the seventh floor of the Building; Units 801 through 815, inclusive, which are on the eighth floor of the Building; Units 901 through 915, inclusive, which are on the ninth floor of the Building; Units 1001 through 1015, inclusive, which are on the tenth floor of the Building; Units 1101 through 1115, inclusive, which are on the eleventh floor of the Building; Units 1201 through 1215 which are on the twelfth floor of the Building; Units 1301 through 1311, inclusive, which are on the lower penthouse floor of the Building; and Units 1401 through 1413, inclusive, which are located on the penthouse floor of the Building.

3.02 Boundaries of Units. The boundaries of each Unit shall consist of that part of the cubic area of the Building determined as follows:

(a) Upper Boundary. The upper boundary of each Unit shall be the horizontal plane of the lower face of the structure supporting the ceiling extended to an intersection with the perimetrical boundaries.

(b) Lower Boundary. The lower boundary of each Unit shall be the horizontal plane of the uncovered or unfinished upper surface of the floor extended to an intersection with the perimetrical boundaries.

(c) Perimetrical Boundary. The perimetrical boundaries of each Unit shall be as follows: (i) with respect to demising walls between Units: the vertical planes, the elevations of which coincide with the center line of the demising walls: (ii) with respect to all other walls: the vertical planes, the elevations of which coincide with the exterior face of the structural studs in such walls.

(d) Additional Items. In addition, the following items serving the particular Unit, although they may be outside the defined cubicle of air, shall be considered as part of the Unit:

(i) all doors and windows, their interior casements and all their opening, closing and locking mechanisms and hardware;

(ii) all wall and ceiling mounted electrical fixtures and recessed junction boxes serving them;

(iii) all floor, wall, baseboard or ceiling electrical outlets and switches and the junction boxes serving them;

(iv) all plumbing fixtures and the piping, valves and other connecting and controlling materials and devices that serve the Unit exclusively;

(v) the cable television, telephone and data outlets, if any, to the Unit and the junction box serving them; and

(vi) the controls for the heating system of the Unit;

(e) Specifically not included as part of the Unit are those structural components of the Building and any portions of the mechanical systems of the Building, not specifically included in the Unit under (d), above, which lie within the cubicle or cubicles of air comprising the Unit. For purposes of this subsection, partition walls shall not be considered structural components.

(f) No exterior boundary of a Unit may change except as provided in Section 3.04, below. Notwithstanding the foregoing, deviations between the Condominium Plat and the Building as built which are not material shall be permitted as built.

3.03 Adjustment of Unit Boundaries; Separation of Units. Boundaries between Units may be reallocated only by a duly-enacted amendment to this Declaration meeting the requirements of Article XII and only upon compliance with Section 703.13(6) of the Condominium Ownership Act. No boundaries of any Units may be reallocated and no Unit may be separated hereunder without the consent of all Mortgagees (as defined in Article XI) having an interest in the Unit or Units affected.

3.04 Ingress and Egress. Each Unit Owner and shall have a perpetual right of ingress and egress over the Common Elements to and from such Owner's Unit. This right is appurtenant to, and shall pass with title to, each Unit.

ARTICLE IV

COMMON ELEMENTS

4.01 Common Elements. The common elements (the "Common Elements") include the Land, all easements and interests appurtenant thereto and all other parts of the Condominium not contained within the Units including, without limitation, roof, siding, the building foundation, yard, common grounds, security lighting, elevators, lobbies, stairways, driveways, access walks, common hallways, landscaping, catch basins and mains, gas and water mains, laterals, pipes, and conduits designed and intended for use in connection with the Condominium and located outside the boundaries of a Unit (but not including the electrical, heating or air conditioning systems located within any Unit); all easements, rights and appurtenances to the Property not appurtenant to any particular Unit; and all other parts of the Condominium designed and intended for common use or necessary or convenient to the existence, maintenance or safety of the Condominium except as the foregoing may be amended.

4.02 Limited Common Elements. Each owner of a Unit (the "Unit Owner") shall be entitled to the exclusive possession and use of the balcony, deck or patio appurtenant to the Unit, the mailbox designated for the Unit, any designated storage area which is assigned to a Unit, and exclusive use of the ducting providing heating, ventilation and air conditioning exclusively to the Unit, and flues exclusively serving the Unit. Portions of the Condominium not located within a Unit to which a Unit Owner is entitled to exclusive possession and/or use are referred to herein as "Limited Common Elements." The storage areas shall initially be assigned by the Declarant. Declarant shall keep sufficient records showing the same, and provide a copy to the Association. At such time as Declarant's control terminates under Section 6.02 or voluntary relinquishment of control by Declarant, it shall be the sole responsibility of the Association to keep sufficient records to determine which storage area, if any, has been assigned to a Unit. Storage areas may be transferred between Unit Owners. Such a transfer is not effective unless and until written evidence of the same, signed by both the transferor and the transferee, is provided to the Association.

4.03 Alterations of Certain Limited Common Elements. The balconies appurtenant to Units 514 and 515 may be removed by the Declarant and replaced with decks or patios comparable to those which are appurtenant to Units 508 and 510, at the time of construction of a parking facility as an expansion of Metropolitan Place Parking Condominium. In addition, the deck or patio appurtenant to Unit 512 may be expanded to be comparable to the decks or patios appurtenant to Units 508 and 510.

Any net increase in Unit size caused by such replacements will resort in change in percentage interests under Section 5.02.

4.04 Conflict Between Unit Boundaries, Common Element Boundaries. If any portion of the Common or Limited Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common or Limited Common Elements as a result of the duly-authorized construction, reconstruction or repair of the Building, or as a result of settling or shifting of the Building, a valid easement for the encroachment and for its maintenance shall exist so long as the Building stands, provided, however, that if any such encroachment or easement materially impairs any Unit Owner's enjoyment of its Unit or of the Common Elements in the judgment of the board of directors of the Association (as defined in Section 6.01), such encroachment shall be removed or just compensation shall be provided to each injured Unit Owner within ninety (90) days of the discovery of the encroachment. The existing physical boundaries of a Unit or Common Elements constructed or reconstructed in substantial conformity with the Condominium Plat shall be conclusively presumed to be its boundaries, regardless of the settling or shifting of the Building in which such Unit is located and regardless of minor variations between the physical boundaries described in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Unit or Common Elements.

4.05. Parking. Parking spaces are not included as part of any Unit.

ARTICLE V

PERCENTAGE INTERESTS; VOTING

5.01 Percentage Interests. The undivided percentage interest in the Common Elements appurtenant to each Unit for all purposes other than the division of condemnation or insurance proceeds under Articles IX and X shall be equal to a fraction, the numerator of which is one (1) and the denominator of which is the number of Units in the Condominium.

5.02 Percentage Interest for Condemnation Proceeds. For the purposes of establishing a Unit Owner's percentage of condemnation awards in the event the Condominium is completely destroyed or taken by eminent domain and is not reconstructed, as set forth in Articles X, each Unit Owner shall have a percentage interest in the condemnation proceeds equal to a fraction, the numerator of which is the square footage of such Unit and the denominator of which is the square footage of all Units in the Condominium. For purposes of this computation, such square footage shall include the square footage of decks and/or balconies which are limited common elements appurtenant to such Units. A comparison of the current percentage interests in the Condominium under Sections 5.01 and 5.02 is set forth on Exhibit C attached hereto.

5.03 Percentage Interest for Insurance Proceeds. A Unit Owner's percentage interest of insurance proceeds in the event the Condominium is completely destroyed and is not reconstructed pursuant to Section 9.01(c) shall be determined by comparing the assessed value (as of the most recent past assessment date) for real estate tax purposes ("Assessed Value") of each Unit to the sum of the Assessed Value of all Units.

5.04 Conveyance, Lease or Encumbrance of Percentage Interest. Any deed, mortgage, lease or other instrument purporting to convey, encumber or lease any Unit shall be deemed to include all Limited Common Elements appurtenant to such Unit and the Unit Owner's undivided percentage interest in the Common Elements and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein.

5.05 Voting. The vote of each Unit at meetings of the Association (as defined in Article VI) shall be equal to one vote per Unit.

5.06 Multiple Owners. If there are multiple Unit Owners of any Unit, then any vote allocated to such Unit may be cast proportionately among the multiple Unit Owners in accordance with their respective percentage of ownership, unless the multiple Unit Owners have designated a single Unit Owner to exercise the vote appertaining to their Unit and shall file written notice of such designation with the secretary of the Association, in which case the vote cast by a person so designated shall be deemed to be the unanimous act of the multiple Unit Owners.

5.07 Limitations on Voting Rights. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner's name and current mailing address has been furnished to the secretary of the Association. The bylaws of the Association may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit and the amount necessary to release the lien has not been paid at the time of the voting.

ARTICLE VI

CONDOMINIUM ASSOCIATION

6.01 General. Following the conveyance of the first Unit to any person other than Declarant, all Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as the "Metropolitan Place Residential Condominium Owners Association, Inc." (the "Association"), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities and Limited Common Elements of the Condominium. The Association shall be incorporated as a non-stock 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, rules and regulations of the Association. The powers and duties of the Association shall include those set forth in the Association's articles of incorporation (the "Articles") and bylaws (the "Bylaws"), the Condominium Ownership Act, this Declaration and Chapter 181, Wisconsin Statutes (the "Wisconsin Nonstock Corporation Law").

6.02 Declarant Control. Except as provided in Section 703.15 (2)(d), Wisconsin Statutes, as amended, Declarant reserves the right to appoint and remove officers and directors of the Association and to exercise the powers and responsibilities of the Association, its members, and its directors until the earlier of either of the following shall occur: (i) expiration of ten (10) years from the date, the first Unit is conveyed by the Declarant to any person other than the Declarant; or (ii) thirty (30) days after conveyance of seventy-five percent (75%) of the Common Elements to purchasers of Units in the Condominium. During this period, Declarant shall have the full and exclusive right to take all action on behalf of the Association, including but not limited to, the right to (a) make contracts and agreements on behalf of the Association for maintenance, operation, and management of the Condominium, (b) determine, levy, and collect assessments, (c) grant easements, and (d) enact and enforce rules and regulations for the use of the Condominium. Any contracts or agreements entered into by Declarant on behalf of the Association with Declarant or an affiliate of Declarant shall not extend for a period exceeding one (1) year; provided, however, that such contracts or agreements may be automatically renewable if a reasonable period for giving notice of termination is provided at the end of each term. Furthermore, any such contracts or agreements shall provide for termination by either party without cause and without payment of a termination fee upon at least ninety (90) days' prior written notice. Notwithstanding the foregoing, this provision shall not apply to any lease, the termination of which would terminate the Condominium.

6.03 Termination of Declarant Control; Board of Directors. Upon termination of the above-specified period, or upon the earlier, voluntary relinquishment of control by Declarant, control of the Association shall be turned over to the Unit Owners. Notwithstanding any provision to the contrary, Declarant reserves the following rights: (i) to continue any unfinished development work on any unsold Unit and on the Limited Common Elements and Common Elements (including obtaining any necessary easements therefor); (ii) to conduct promotional and sale activities using unsold Units and the Limited Common Elements and Common Elements, which activities shall include but need not be limited to maintaining advertising signs; and (iii) to do all other acts Declarant shall deem reasonably necessary in connection with the development and sale of the remaining Units. However, any such acts shall not violate the right of the Unit Owners or their Mortgagees or unreasonably interfere with the use and enjoyment of the Units, Limited Common Elements, or Common Elements. Furthermore, Declarant shall be responsible for any damages resulting from the exercise of such right. Declarant shall also have the right to grant easements over, through, or under any part of the Condominium for the benefit of the Condominium as a whole or any part thereof.

6.04 Maintenance and Repairs; Easements for Access to Units. The Association shall be responsible for the management and control of the Common Elements and shall maintain the same in good, clean and attractive order and repair. The Association shall be responsible for maintenance of any and all landscaping and vegetation growing within the Condominium, for maintaining the landscaping of the Common Elements, for providing and maintaining janitorial service to all indoor Common Elements, for snow plowing all driveways within the Condominium and for providing trash removal once per week. Each Unit Owner shall be responsible for the cleaning and maintenance of the Limited Common Elements appurtenant to its Unit and the cleaning, maintenance, repair and replacement of its Unit (including the electrical, heating, gas and air conditioning systems serving such Unit, and including any ducts, vents, wires, cables or conduits designed or used in connection with such electrical, heating, gas or air conditioning systems), except to the extent any repair cost is paid by the Association's insurance policy described in Section 8.01. The Association shall have an easement to enter any Unit upon reasonable notice to the Owner for the purpose of gaining access to any Common Element for the purpose of maintaining, replacing or repairing the same. The Association shall repair any damage caused by such access. Furthermore, each Unit Owner shall have an easement to enter any neighboring Unit upon reasonable notice to the neighboring Unit Owner and the Association for the purpose of gaining access to the Unit Owner's mechanical and plumbing equipment for the purpose of maintaining, repairing or replacing the same, if such equipment is not otherwise accessible. All entries by one Unit Owner into a neighboring Unit shall be made under the Association's supervision and in the presence of an Association officer. The Unit Owner exercising the right of access under such easement shall repair any damage caused by such access.

If the Unit Owner fails to repair such damage, the Association shall repair the damage and specially assess the cost thereof to the Unit Owner under Section 6.07.

6.05 Common Expenses. Any and all expenses incurred by the Association in connection with the management of the Condominium, maintenance of the Common Elements (exclusive of maintenance of certain Limited Common areas (i.e., decks, balconies and storage areas)) and administration of the Association shall be deemed to be common expenses (the "Common Expenses"), including, without limitation, expenses incurred for: insurance premiums; a reserve fund for maintenance, repairs and replacements of Common Elements; landscaping and lawn care; cleaning and janitorial service; snow shoveling and plowing; improvements to the Common Elements; common grounds security lighting; municipal utility services; trash collection; and maintenance and management salaries and wages.

6.06 General Assessments. The Association shall levy monthly general assessments (the "General Assessments") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The amount of each General Assessment exclusive of insurance premiums, municipal utility services and trash removal shall be assessed against the Unit Owners in proportion to their percentage interests as determined under Section 5.01 hereof. The balance of each General Assessment shall be assessed against the Unit Owners in proportion to their percentage interests under Section 5.02. General Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest and costs of collection (which include, without limitation, reasonable attorneys' fees), shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act. The Unit Owner shall be personally liable for all unpaid assessments, interest and costs of collection. This liability shall not terminate upon transfer of ownership or upon abandonment by the Unit Owner. Assessments shall be paid without offset or deduction. No Unit Owner may withhold payment of any assessment or any part thereof because of any dispute which may exist among a Unit Owner, the Association, the Declarant or any of them. Rather, the Unit Owner shall pay all assessments pending resolution of any dispute.

6.07 Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Unit Owners for deficiencies in the case of destruction or condemnation as set forth in Section 9.05 and Section 10.05; for defraying the cost of improvements to the Common Elements, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest and costs of collection (which include, without limitation, reasonable attorneys' fees), shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the

Condominium Ownership Act. The Unit Owner shall be personally liable for all unpaid assessments, interest and costs of collection. This liability shall not terminate upon transfer of ownership or upon abandonment by the Unit Owner. Assessments shall be paid without offset or deduction. No Unit Owner may withhold payment of any assessment or any part thereof because of any dispute which may exist among a Unit Owner, the Association, the Declarant or any of them. Rather, the Unit Owner shall pay all assessments pending resolution of any dispute.

6.08 Common Surpluses. In the event that the surpluses of the Association (the "Common Surpluses") should be accumulated, other than surpluses in any construction fund as described in Section 9.06 and Section 10.06, such Common Surpluses may be credited against the Unit Owners' General Assessments in proportion to their respective percentage interests under Section 5.01 to the extent that such surplus results from General Assessment for Common Expense other than insurance premiums, municipal utility service and trash removal. Common Surplus resulting from General Assessments for Common Expense of Insurance Premiums, municipal utilities and trash removal may be credited to Unit Owners in proportion to their percentage interests under Section 5.02. Common Surplus may be used for any other purpose as the Association may determine.

6.09 Certificate of Status. The Association shall, upon the written request of an owner, purchaser or Mortgagee of a Unit, issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

6.10 Assessments Against Units Owned by Declarant. Until four (4) months from the closing of the sale of the first Unit (determined for purposes of this Section in terms of each phase of the Condominium) to a third party purchaser, assessments under Sections 6.06 and 6.07 shall be modified such that all such costs are borne by the Units not owned by Declarant. After such time, Declarant shall pay the monthly assessments on those Units owned by Declarant as to which an occupancy permit has been issued by the City of Madison. Declarant's assessment with respect to unsold and unoccupied Units shall be limited to those Common Expenses which are assessed to Units in proportion to their percentage interests determined under Section 5.01. Any Unit which has been rented by Declarant shall be assessed in the same manner as Units owned by third parties during the term of such rental.

ARTICLE VII

USE RESTRICTIONS

7.01 Single-Family Residences. Each Unit shall be used for single-family residential purposes and for no other purpose; provided, however, that the Declarant shall be entitled to use Units owned by Declarant as models and for sales activities. A Unit shall be deemed to be used for "single-family residential purposes" if it is utilized as a residence by no more than one family. The definition of the word "family" shall be the same as the definition of the word "family" contained in Section 28.03(2), General Ordinances of the City of Madison, Wisconsin (Rev.

3/28/01) as applied in R-6 zoning districts. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted from any Unit, except that the Declarant shall be entitled to use Units owned by Declarant as models and for sales activities. Units may not be rented without approval by the Association or as provided in the rules and regulations of the Association. Notwithstanding the foregoing restrictions, Declarant may, in its absolute discretion, rent any Unit owned by Declarant after December 31, 2002, for lease periods not to exceed one year and provided that such Units are actively marketed for sale.

7.02 Signs. No sign of any kind shall be displayed to the public view on any Unit. The Declarant reserves the right to erect signs or other entryway features at the entrances to the Condominium and to erect appropriate signage for the sales of Units.

7.03 Effect of Bylaws, Rules and Other Restrictions. In addition to the restrictions set forth herein, each Unit shall be subject to any provisions regarding use set forth in the Bylaws or any rules promulgated thereunder. Each Unit Owner shall have exclusive ownership and possession of its Unit subject to the provisions of municipal zoning ordinances, this Declaration, the Condominium Ownership Act, the Articles and Bylaws, and rules and regulations promulgated by the Declarant or the Association.

7.04 Exterior Maintenance and Repair. No Unit anywhere within the Condominium shall be permitted to fall into disrepair, and each Unit shall at all times be kept in good condition and repair. If any Unit Owner shall permit any Unit to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, the Association, upon fifteen (15) days' prior written notice to the Unit Owner of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit Owner's Unit for the purpose of doing so, and such Unit Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be an assessment and shall create a lien enforceable in the same manner as other assessments as set forth in Article VI. The Unit Owner of the offending property shall be personally liable, and such Unit Owner's Unit may be subject to a mechanic's lien, for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each Unit Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be added to the amounts payable by such Unit Owner as assessments under Article VI.

ARTICLE VIII

INSURANCE

8.01 Fire and Extended Loss Insurance. The board of directors of the Association shall obtain and maintain fire, casualty, and extended loss insurance coverage for the entire Condominium, including all Units, Common Elements, Limited Common Elements, fixtures, building service equipment and supplies, and personal property owned by the Association. With respect to a Unit, the Association's insurance coverage shall cover only those portions of a Unit that were constructed by Declarant, including any construction upgrades but not including any improvements subsequently made by the Owner following completion of construction of the Unit. The Condominium shall be insured for not less than the full replacement value thereof, except the Association shall not be required to obtain personal property insurance covering any personal property owned by any Unit Owner, nor shall the Association be required to obtain any insurance coverage for any improvements to any Unit beyond those portions of the Unit that were included as part of the Units as originally constructed. Insurance coverage shall be reviewed and adjusted by the board of directors of the Association from time to time to ensure the required coverage is at all times provided. The insurance shall be written on the Condominium in the name of the Association as insurance trustee for the individual Unit Owners in their respective percentage interests determined under Section 5.03. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide 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. Each Unit Owner shall have the right to insure its own Unit for personal benefit, provided such Unit Owner's own insurance coverage shall be excess coverage only and the insurance obtained by the Association, as herein required, shall at all times be primary coverage. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article IX.

8.02 Public 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. 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. Such insurance policy shall contain a "severability of interest" or cross-liability endorsement which shall preclude the insurer from denying the claim of the Association because of the negligent acts of the Unit Owners. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to obtain liability insurance to insure its own Unit for its own personal benefit.

8.03 Fidelity Insurance. The Association shall require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be named insured, and the insurance shall be in an amount of not less than fifty percent (50%) of the Association's annual operating expenses and reserves.

8.04 Unit Owners' Insurance. Each Unit Owner shall insure the personal property in his or her respective Unit and any insurable portion of the Unit not covered by the Association's insurance as specified herein and nothing shall prohibit the Unit Owners from maintaining insurance with limits in excess of those maintained by the Association or with additional insured risks. Unit Owners are encouraged to submit copies of the disclosure materials to their insurance carriers in order to ensure adequate property and liability coverages on their personal property, Units and Limited Common Elements appurtenant to such Units.

8.05 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner each hereby release each other to the extent of any perils to be insured against by either of the parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party or persons for whose acts or negligence the other party is responsible. All insurance policies to be provided under this Article VIII by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy.

ARTICLE IX

RECONSTRUCTION, REPAIR OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION

9.01 Determination to Reconstruct or Repair. If all or any part of the Property or Building becomes damaged or is destroyed by any cause, the damaged Property or Building shall be repaired or reconstructed except as herein specifically provided otherwise.

(a) Damage Less Than $200,000. If the cost to repair or reconstruct the damaged Property or Building is less than Two Hundred Thousand Dollars ($200,000.00), the damaged Property or Building shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization to the Association to repair or reconstruct up to such stated dollar amount. If such authorization is challenged, whether through action taken at a meeting of Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all of the Unit Owners, and such repair or reconstruction shall be deemed approved if the votes appurtenant to any one Unit are cast in favor of such repair or reconstruction.

(b) Damage Equal To or Greater Than $200,000; Insurance Available. If the cost to repair or reconstruct the damaged Property or Building is equal to or greater than Two Hundred Thousand Dollars ($200,000.00), and insurance proceeds are sufficient to complete such repair or reconstruction, the damaged Property or Building shall be repaired or reconstructed. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization to the Association to repair or reconstruct up to the amount of the available insurance proceeds. If such authorization is challenged, whether through action taken at a meeting of Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all of the Unit Owners, and such repair or reconstruction shall be deemed approved if the votes appurtenant to any one Unit are cast in favor of such repair or reconstruction.

(c) Damage Equal to or Greater Than $200,000; Insurance Not Available. If the cost to repair or reconstruct the damaged Property or Building is equal to or greater than Two Hundred Thousand Dollars ($200,000.00), and insurance proceeds amount are insufficient to complete such repair or reconstruction, the damaged Property or Building shall be repaired or reconstructed unless within thirty (30) days of the date the Association receives repair or reconstruction estimates, the Unit Owners having seventy-five percent (75%) or more of the votes consent in writing to not repair or reconstruct the damaged Property or Building. Delivery of such written consent under the circumstances described in this Section 9.01(c) shall be deemed to be consent to an action to subject the Condominium to partition.

9.02 Plans and Specifications. Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the damaged Property or Building, unless (1) the Unit Owners holding a majority of the votes approve of the variance from such plans and specifications; and (2):

(a) The board of directors of the Association authorizes the variance in the case of reconstruction of or repair to the Common Elements.

(b) The board of directors of the Association and the Unit Owners of the damaged Units authorize the variance in the case of reconstruction of or repair to any of the Units.

In the event that a variance is authorized from the maps, plans, and specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

9.03 Responsibility for Repair. In all cases after a casualty has occurred which is insured by the Association as provided in Section 8.01, the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

9.04 Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee pursuant to Section 8.01 shall first be disbursed by the Association for the repair or reconstruction of the damaged Common Elements and shall next be disbursed by the Association for the repair or reconstruction of any insured portions of damaged Units. The Association shall have no responsibility to repair, reconstruct, or replace any improvements which were made to any Unit subsequent to completion of construction. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless the Association has determined to not rebuild pursuant to Section 9.01 and the Condominium is partitioned as set forth in Section 9.07, or unless there is a surplus of insurance proceeds after the damaged Property or Building has been completely restored or repaired as set forth in Section 9.06.

9.05 Assessments For Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to Common Elements or to any Unit shall be in proportion to each Unit Owner's percentage interest in the Common Elements as determined under Section 5.03. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

9.06 Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to any Property or the Building or any Property or the Building taken by eminent domain are referred to herein as "Construction Funds." It shall be presumed the first monies disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective percentage interests as determined under Section 5.02.

9.07 Partition and Sale Upon Consent. If the Unit Owners holding an undivided percentage interest in the Common Elements equal to or greater than seventy-five percent (75%) consent to subject the Condominium to an action for partition, as provided in Section 9.01, the Association shall record with the office of the Register of Deeds for Dane County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one fund and shall be divided among the Unit Owners according to their respective percentage interests in the Common Elements as determined under Section 5.03.

9.08 Mortgagees' Consent Required. No approval, consent or authorization given by any Unit Owner under this Article IX shall be effective unless it is consented to by each Mortgagee (if any) of such Unit.

ARTICLE X

CONDEMNATION

10.01 Allocation of Award. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

(a) Every Unit Owner shall be allocated the entire award for the taking of all or part of the respective Unit and for consequential damages to the Unit.

(b) Any award for the taking of Limited Common Elements shall be allocated to the Unit Owners of the Units to which the use of those Limited Common Elements is restricted in proportion to their respective percentage interests in the Common Elements as determined under Section 5.02.

(c) In the event no reconstruction is undertaken, any award for the taking of Common Elements shall be allocated to all Unit Owners in proportion to their respective percentage interest in the Common Elements as determined under Section 5.02.

10.02 Determination to Reconstruct Common Elements. Following the taking of all or part of the Common Elements, the Common Elements shall be restored or reconstructed unless within thirty (30) days of the date the Association receives reconstruction cost estimates, the Unit Owners holding an undivided percentage interest in the Common Elements (computed in accordance with Section 5.02) equal to or greater than seventy-five percent (75%) shall consent in writing not to reconstruct the Common Elements taken or unless the extent of the taking, as determined by the board of directors of the Association, makes reconstruction or restoration impractical.

10.03 Plans and Specifications for Common Elements. Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans and specifications used in the original construction of the portion unless the Unit Owners holding an undivided percentage interest in the Common Elements equal to or greater than seventy-five percent (75%) and at least two-thirds (2/3rds) of the first Mortgagees (based on one vote per mortgaged Unit) shall authorize a variance from such plans and specifications. In the event that a variance is authorized from the maps, plans or specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

10.04 Responsibility for Reconstruction. In all cases after a taking of all or part of the Common Elements, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

10.05 Assessments for Deficiencies. If the condemnation award for the taking of the Common Elements is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments shall be in proportion to each Unit Owner's respective percentage interest in the Common Elements as determined under Section 5.02 and shall constitute a Common Expense.

10.06 Surplus in Construction Fund. It shall be presumed the first monies disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among all Unit Owners in proportion to their respective percentage interests in the Common Elements as determined under Section 5.02.

10.07 Partition and Sale Upon Consent. If the Unit Owners holding an undivided percentage interest in the Common Elements equal to or greater than seventy-five percent (75%) consent in writing to subject the Condominium to an action for partition, the net proceeds of sale together with any net proceeds of the award for taking shall be considered as one fund and shall be divided among the Unit Owners in proportion to their respective interests in the Common Elements as determined under Section 5.02.

10.08 Percentage Interests Following Taking. Following the taking of all of any Unit, the percentage interest in the Common Elements appurtenant to any Unit determined under Section 5.01 shall be the percentage obtained upon dividing 1 by the total number of Units remaining after the taking. A partial taking of any Unit will not alter the percentage interest appurtenant to such Unit determined under Section 5.01. The percentage interest in the Common Elements determined under Section 5.02 and appurtenant to any Unit, all or a portion of which has been taken, shall be determined by dividing the square feet of such Unit (including any balcony, deck or patio) after the taking by the total square feet of all Units (including any balcony, deck or patio). The percentage interest in the Common Elements determined under Section 5.02 and appurtenant to each remaining Unit shall be determined by dividing the total square (including any balcony, deck or patio) of each remaining Unit by the total square feet (including any balcony, deck or patio) of all remaining Units. The percentage interest determined under Section 5.03 shall be redetermined by the method described in Section 5.03.

The Association shall promptly prepare and record an amendment to the Declaration reflecting the new percentage interests appurtenant to the Units.

10.09 Mortgagees' Consent Required. No approval, consent or authorization given by any Unit Owner under this Article X shall be effective unless it is consented to by each Mortgagee (if any) of such Unit.

ARTICLE XI

MORTGAGEES

11.01 Notice. Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Unit (the "Mortgagee") that has so requested the Association in a writing received by the Association as agent for service of process shall be entitled to receive notice of the following matters:

(a) The call of any meeting of the membership or the board of directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles or the Bylaws.

(b) Any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles or Bylaws or any rules and regulations.

(c) Any condemnation or casualty loss to the Common Elements in an amount exceeding One Hundred Thousand Dollars ($100,000).

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

11.02 Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of Article XI of this Declaration, neither Article XI nor any Section of this Declaration requiring the approval of any Mortgagee to any action shall be amended unless all Mortgagees have given their prior written approval.

11.03 Condominium Liens. In the event a mortgagee of a mortgage of record recorded prior to the making of an assessment obtains title to the Unit as a result of foreclosure of a mortgage or as a result of a conveyance in lieu of foreclosure, such mortgagee or its successors and assigns shall not be liable for the assessments by the Association pertaining to such Unit or chargeable to the former Unit Owner, which assessments became due prior to the acquisition of title. Such unpaid share of assessments shall be deemed to be a Common Expense collectible proportionately from all of the Unit Owners.

ARTICLE XII

AMENDMENT

Except as otherwise provided by the Condominium Ownership Act with respect to termination of the Condominium form of ownership, this Declaration may be amended with the written consent of not less than sixty-seven percent (67%) of the Unit Owners (who shall together hold not less than sixty-seven percent (67%) of the total voting interests held by all Unit Owners), or such greater percentage that may be required under the Wisconsin Condominium Ownership Act. No Unit Owner's written consent shall be effective unless it is approved by each Mortgagee (if any) of such Unit. So long as the Declarant maintains control of the Association pursuant to Section 6.02, 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. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Dane County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association. Until such time as the first Unit is conveyed, this Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions.

ARTICLE XIII

REMEDIES

The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of the Declaration, either to restrain or cure the violation or to recover damages, or both, for a period which shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. (Nothing herein shall be deemed to limit the rights of the City of Madison to enforce any zoning codes, ordinances, regulations or other requirements which may be identical or similar to the requirements of this Declaration.) Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and in the event the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30) day period, thereafter such petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article VI), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30) day period for consideration of the petition by the Association. The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorneys' fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay for all costs of enforcement, and secondly to the owners of the Units damaged by the violation pro rata.

ARTICLE XIV

GENERAL

14.01 Utility Easements. The Declarant hereby reserves for the Association acting, by and in the discretion of its board of directors, the right to grant to City of Madison and County of Dane or public or semi-public utility companies, easements and rights-of-way for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone and for other purposes, for sewers, stormwater drains, gas mains, water pipes and mains, and similar services and for performing any public or quasi-public utility function that the board of directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as possible in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

14.02 Notices. All notices and other documents required to be given by this Declaration or by 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 for service of process specified in Section 14.06. All owners shall provide the secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him.

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

14.04 Declarant Access. During any period of construction of buildings and other improvements on the Land by the Declarant, and during any period of replacement or repair of any Common Elements, the Declarant and its contractors, and subcontractors, and their respective agents and employees, shall have access to all Common Elements as may be required in connection with said construction, replacement or repair, and shall have easements for the installation, construction, replacement and repair of buildings, utilities, driveways, parking areas, landscaping and other repairing or servicing of all or any part of the Condominium.

14.05 Agent for Service of Process. The Association's agent for service of process in any action against the Association or brought under the Condominium Ownership Act shall be designated by the Association pursuant to its bylaws. The designation of such person as agent shall become effective upon the execution and filing of a statement of change of registered agent with the Department of Financial Institutions as provided in the Condominium Ownership Act and the Wisconsin Nonstock Corporation Law. Initially, the registered agent shall be Clifford D. Fisher, 350 West Washington Avenue, Madison, WI 53703

14.06 Assignment of Declarant's Rights. The rights granted to the party named as "Declarant" in this Declaration may be assigned by a written, recorded instrument to any other party who assumes such rights, and, upon the recording of any such instrument, such assignee shall become, and succeed to all rights and powers granted to, "Declarant" under this Declaration.

ARTICLE XV

EXPANSION

15.01. Reservation of Right. Declarant hereby reserves the right to expand the Condominium by adding all or a portion of the property described on Exhibit D attached hereto. Such right to expand may be exercised from time to time within ten (10) years from the date of recording of this Declaration with the Dane County Register of Deeds office. Any such expansion shall be in the sole discretion of Declarant, and no Unit Owner or other person shall have the right to require the same.

15.02. Number, Location and Style of Units. The maximum number of additional Units shall be 166. The Units shall be located in a building as shown on Exhibit B as "possible expansion," provided, however, that Declarant reserves the right change the location if required to achieve the best development in the opinion of the Declarant. The expansion may include some non-residential Units consistent with the PUD-GDP recorded on December 5, 2000 with the Register of Deeds of Dane County, Wisconsin as Document Number 3270955, Page Number 000485, with respect to the development of Metropolitan Place, a mixed use development.

15.03 Effect on Percentage Interest in Common Elements. The percentage interests of the Units in the Common Elements, the liabilities for Common Expenses and the rights to Common Surpluses following each addition of property to the Condominium shall be determined in a manner consistent with Article 5 hereof. The number of votes appurtenant to each Unit following the addition of any property to the Condominium shall be one (1).

15.04 Effective Date of Expansion. The Condominium shall be deemed expanded when an amendment to this Declaration is recorded in the Dane County Register of Deeds office, which amendment shows the new percentage interests of the Unit Owners and the votes which each Unit Owner may cast in the Condominium as expanded, and when an amendment to the Condominium Plat is recorded as required in Section 703.26, Wisconsin Statutes (2001), as amended.

15.05 Effect of Expansion. Upon the recording of an amendment to the Declaration and Condominium Plat, each Unit Owner, by operation of law, shall have the percentage interests in the Common Elements, liabilities in the Common Expenses, right to Common Surpluses, and shall have the number of votes set forth in the Declaration amendment. Following any such expansion, the interest of any Mortgagee shall attach, by operation of law, to the new percentage interests in the Common Elements appurtenant to the Unit on which it has a lien. Declarant shall have an easement over, through and under the existing Common Elements to facilitate the expansion; provided, however, any damage to the Common Elements because of Declarant's use of the easement shall be Declarant's responsibility.

In witness, this Declaration has been executed on the 2nd day of April, 2003, with the intent that it shall be recorded in the Office of the Register of Deeds, Dane County, State of Wisconsin.

METROPOLITAN PLACE DEVELOPMENT, LLC
By: Block 52 LLC, Sole Member and Managing Member

By: ______________________
Clifford D. Fisher, Authorized Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 2 day of April, 2003, the above-named Clifford D. Fisher, to me known to be the authorized member of Block 52 LLC, a Delaware limited liability company, the sole member and managing member of Metropolitan Place Development LLC, a Wisconsin limited liability company, who executed the foregoing instrument, and acknowledged the same on behalf of said limited liability company.

____
Name: F J Brouwer
Notary Public, State of Wisconsin
My Commission: Permanent

FREDERICK J. BROUWER NOTARY PUBLIC STATE OF WISCONSIN

This document was drafted by,
and should be returned to:
Frederic J. Brouner, Esq.
DeWitt Ross & Stevens S.C.
2 E. Mifflin Street, Suite 600
Madison, WI 53703

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

METROPOLITAN PLACE RESIDENTIAL CONDOMINIUM

Part of Lots 13, 14, 15, 16 & 17, Block 52, Original Plat of Madison, located in the NE 1/4 of the NE 1/4 of Section 23, T7N, R9E, City of Madison, Dane County, Wisconsin, To-wit: Commencing at the north quarter corner of said Section 23; thence S00°22'29"E, along the west line of the said NE 1/4, 965.48 feet; thence N89°37'31"E, 1154.04 feet to the most westerly corner of said Block 52; thence N45°31'56"E, along the southeasterly edge of West Mifflin Street, 396.56 feet; thence S44°23'03"E, 253.91 feet to the point of beginning; thence continuing S44°23"03"E, 77.23 feet to the most easterly corner of said Lot 13; thence S45°34'56"W, along the northwesterly edge of West Washington Avenue, 307.57 feet; thence N44°21'20"W, 68.49 feet; thence N45°34'56"E, 15.49 feet; thence N00°35'00"E, 73.83 feet; thence S89°25'00"E, 61.47 feet; thence N45°35'00"E, 14.28 feet; thence S44°25'00"E, 17.10 feet; thence N45°35'00"E, 121.23 feet; thence N44°25'00"W, 17.10 feet; thence N45°35'00"W, 60.94 feet to the point of beginning. Containing 23,398 square feet.

Together with (and subject to) certain Air Rights and easements described in the First Amendment to Declaration of Easements, Air Rights and Sewer Rights recorded with the Office of Register of Deeds of Dane County, Wisconsin, on March 28, 2003, as Document No. 3679647.

EXHIBIT B

[Copy of Condominium Plat Attached]

See Exhibit C to the Third Amendment to the Declaration for the new percentage interests which include the expansion units.

See Exhibit C to the Third Amendment to the Declaration for the new percentage interests which include the expansion units.

002428

Exhibit C

LIST OF UNITS IN INITIAL PHASE WITH PERCENTAGE INTEREST APPURTENANT TO EACH

Unit No.	Percentage Interest Under Section 5.01	Percentage Interest Under Section 5.02
001	0.5747126%	0.3632780%
002	0.5747126%	0.7793467%
101	0.5747126%	0.6186285%
102	0.5747126%	0.7410246%
103	0.5747126%	0.6596879%
104	0.5747126%	0.5185217%
105	0.5747126%	0.5200859%
106	0.5747126%	0.3478363%
115	0.5747126%	0.7199083%
201	0.5747126%	0.6186285%
202	0.5747126%	0.7637050%
203	0.5747126%	0.6596879%
204	0.5747126%	0.5185217%
205	0.5747126%	0.5200859%
206	0.5747126%	0.5384648%
207	0.5747126%	0.6800221%
215	0.5747126%	0.7199083%
301	0.5747126%	0.6186285%
302	0.5747126%	0.7637050%
303	0.5747126%	0.6596879%

See Exhibit C to the Third Amendment to the Declaration for the new percentage interests which include the expansion units.

LIST OF UNITS IN INITIAL PHASE WITH PERCENTAGE
INTEREST APPURTENANT TO EACH

Unit No.	Percentage Interest Under Section 5.01	Percentage Interest Under Section 5.02
304	0.5747126%	0.5376828%
305	0.5747126%	0.5200859%
306	0.5747126%	0.5169575%
307	0.5747126%	0.6522581%
315	0.5747126%	0.7199083%
401	0.5747126%	0.6186285%
402	0.5747126%	0.7637050%
403	0.5747126%	0.6596879%
404	0.5747126%	0.5181307%
405	0.5747126%	0.5200859%
406	0.5747126%	0.5169575%
407	0.5747126%	0.6522581%
415	0.5747126%	0.7199083%
501	0.5747126%	0.6186285%
502	0.5747126%	0.9044802%
503	0.5747126%	0.5181307%
504	0.5747126%	0.5181307%
505	0.5747126%	0.5200859%
506	0.5747126%	0.5169575%
507	0.5747126%	0.5548886%
508	0.5747126%	1.1191622%
510	0.5747126%	1.1563112%

See Exhibit C to the Third Amendment to the Declaration for the new percentage interests which include the expansion units.

LIST OF UNITS IN INITIAL PHASE WITH PERCENTAGE INTEREST APPURTENANT TO EACH

Unit No.	Percentage Interest Under Section 5.01	Percentage Interest Under Section 5.02
512	0.5747126%	0.8059376%
514	0.5747126%	0.7199083%
515	0.5747126%	0.7011363%
601	0.5747126%	0.6237120%
602	0.5747126%	0.9072175%
603	0.5747126%	0.5181307%
604	0.5747126%	0.5181307%
605	0.5747126%	0.5193038%
606	0.5747126%	0.5138292%
607	0.5747126%	0.5548886%
608	0.5747126%	0.5365096%
609	0.5747126%	0.4133314%
610	0.5747126%	0.3136157%
611	0.5747126%	0.3159619%
612	0.5747126%	0.3093142%
613	0.5747126%	0.3136157%
614	0.5747126%	0.4238895%
615	0.5747126%	0.6049420%
701	0.5747126%	0.6244941%
702	0.5747126%	0.9072175%
703	0.5747126%	0.5181307%
704	0.5747126%	0.5181307%

See Exhibit C to the Third Amendment to the Declaration for the new percentage interests which include the expansion units.

LIST OF UNITS IN INITIAL PHASE WITH PERCENTAGE
INTEREST APPURTENANT TO EACH

Unit No.	Percentage Interest Under Section 5.01	Percentage Interest Under Section 5.02
705	0.5747126%	0.5193038%
706	0.5747126%	0.5138292%
707	0.5747126%	0.5548886%
708	0.5747126%	0.5365096%
709	0.5747126%	0.4133314%
710	0.5747126%	0.3136157%
711	0.5747126%	0.3159619%
712	0.5747126%	0.3093142%
713	0.5747126%	0.3136157%
714	0.5747126%	0.4238895%
715	0.5747126%	0.6049420%
801	0.5747126%	[illegible]
802	0.5747126%	0.9072175%
803	0.5747126%	0.5181307%
804	0.5747126%	0.5181307%
805	0.5747126%	0.5193038%
806	0.5747126%	0.5138292%
807	0.5747126%	0.5548886%
808	0.5747126%	0.5365096%
809	0.5747126%	0.4133314%
810	0.5747126%	0.3136157%
811	0.5747126%	0.3159619%
812	0.5747126%	0.3093142%

See Exhibit C to the Third Amendment to the Declaration for the new percentage interests which include the expansion units.

LIST OF UNITS IN INITIAL PHASE WITH PERCENTAGE
INTEREST APPURTENANT TO EACH

Unit No.	Percentage Interest Under Section 5.01	Percentage Interest Under Section 5.02
813	0.5747126%	0.3136157%
814	0.5747126%	0.4238895%
815	0.5747126%	0.6049420%
901	0.5747126%	0.6244941%
902	0.5747126%	0.9072175%
903	0.5747126%	0.5181307%
904	0.5747126%	0.5181307%
905	0.5747126%	0.5193038%
906	0.5747126%	0.5138292%
907	0.5747126%	0.5548886%
908	0.5747126%	0.5365096%
909	0.5747126%	0.4133314%
910	0.5747126%	0.3136157%
911	0.5747126%	0.3159619%
912	0.5747126%	0.3093142%
913	0.5747126%	0.3136157%
914	0.5747126%	0.4238895%
915	0.5747126%	0.6049420%
1001	0.5747126%	0.6244941%
1002	0.5747126%	0.9072175%
1003	0.5747126%	0.5181307%
1004	0.5747126%	0.5181307%

See Exhibit C to the Third Amendment to the Declaration for the new percentage interests which include the expansion units.

LIST OF UNITS IN INITIAL PHASE WITH PERCENTAGE
INTEREST APPURTENANT TO EACH

See Exhibit C to the Third Amendment to the Declaration for the new percentage interests which include the expansion units.

Unit No.	Percentage Interest Under Section 5.01	Percentage Interest Under Section 5.02
1005	0.5747126%	0.5193038%
1006	0.5747126%	0.5138292%
1007	0.5747126%	0.5548886%
1008	0.5747126%	0.5365096%
1009	0.5747126%	0.4133314%
1010	0.5747126%	0.3136157%
1011	0.5747126%	0.3159619%
1012	0.5747126%	0.3093142%
1013	0.5747126%	0.3136157%
1014	0.5747126%	0.4238895%
1015	0.5747126%	0.6049420%
1101	0.5747126%	0.6244941%
1102	0.5747126%	0.9072175%
1103	0.5747126%	0.5181307%
1104	0.5747126%	0.5181307%
1105	0.5747126%	0.5193038%
1106	0.5747126%	0.5138292%
1107	0.5747126%	0.5548886%
1108	0.5747126%	0.5365096%
1109	0.5747126%	0.4133314%
1110	0.5747126%	0.3136157%
1111	0.5747126%	0.3159619%

LIST OF UNITS IN INITIAL PHASE WITH PERCENTAGE
INTEREST APPURTENANT TO EACH

Unit No.	Percentage Interest Under Section 5.01	Percentage Interest Under Section 5.02
1112	0.5747126%	0.3093142%
1113	0.5747126%	0.3136157%
1114	0.5747126%	0.4238895%
1115	0.5747126%	0.6049420%
1201	0.5747126%	0.6244941%
1202	0.5747126%	0.9072175%
1203	0.5747126%	0.5181307%
1204	0.5747126%	0.5181307%
1205	0.5747126%	0.5193038%
1206	0.5747126%	0.5138292%
1207	0.5747126%	0.5548886%
1208	0.5747126%	0.5365096%
1209	0.5747126%	0.4133314%
1210	0.5747126%	0.3136157%
1211	0.5747126%	0.3159619%
1212	0.5747126%	0.3093142%
1213	0.5747126%	0.3136157%
1214	0.5747126%	0.4238895%
1215	0.5747126%	0.6049420%
1301	0.5747126%	0.6037689%
1302	0.5747126%	0.7590125%
1303	0.5747126%	0.6632072%

See Exhibit C to the Third Amendment to the Declaration for the new percentage interests which include the expansion units.

LIST OF UNITS IN INITIAL PHASE WITH PERCENTAGE INTEREST APPURTENANT TO EACH

Unit No.	Percentage Interest Under Section 5.01	Percentage Interest Under Section 5.02
1304	0.5747126%	0.6874519%
1305	0.5747126%	0.6346612%
1306	0.5747126%	0.6823683%
1307	0.5747126%	0.7500186%
1308	0.5747126%	0.4790265%
1309	0.5747126%	0.6213658%
1310	0.5747126%	0.5943839%
1311	0.5747126%	0.6901891%

See Exhibit C to the Third Amendment to the Declaration for the new percentage interests which include the expansion units.

Unit No.	Percentage Interest Under Section 5.01	Percentage Interest Under Section 5.02
1401	0.5747126%	0.9768229%
1402	0.5747126%	1.3879829%
1403	0.5747126%	0.8473880%
1404	0.5747126%	0.8915758%
1405	0.5747126%	0.8919668%
1406	0.5747126%	0.9498410%
1407	0.5747126%	0.9076085%
1408	0.5747126%	1.0221638%
1409	0.5747126%	0.9506231%
1410	0.5747126%	0.8986145%
1411	0.5747126%	1.0038048%
1412	0.5747126%	0.5513692%
1413	0.5747126%	0.9670469%

☆

DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
4126145

11/03/2005 07:51AM

Trans. Fee:
Exempt #:

Rec. Fee: 21.00
Pages: 6

000084

See Exhibit A

AMENDMENT

SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR METROPOLITAN PLACE
RESIDENTIAL CONDOMINIUM

The undersigned, Metropolitan Place Development, LLC, a Wisconsin limited liability company, which is the Declarant of Metropolitan Place Residential Condominium, acting under the authority of §703.09(4), Wisconsin Statutes, hereby amends the Declaration of Condominium for Metropolitan Place Residential Condominium, originally recorded November 20, 2001, as Document Number 3402988, in the office of the Register of Deeds for Dane County (Wisconsin) and subsequently amended by an instrument recorded April 4, 2003, as Document Number 3684062, in the office of the Register of Deeds for Dane County. The purpose of this amendment is to assign

Recording Area

Name and Return Address

W. P. Horton
P. O. Box 5621
Madison, WI 53705-5621

PIN on Exhibit A

undersigned's interest as Declarant to Buckingham, LLC, such interest to include all of undersigned's rights and obligations as Declarant of Metropolitan Place Residential Condominium under Chapter 703, Wisconsin Statutes, and the Condominium Declaration and Association Bylaws, and by executing below the assignee agrees to accept this assignment of rights and obligations as set forth herein. Further, undersigned grants Buckingham, LLC, the right to use the name Metropolitan Place and all trademarks, trade names,, symbols and logos of undersigned in its exercise of the rights assigned hereunder.

Dated: October 25, 2005

Metropolitan Place Development, LLC

By: Block 52, LLC, sole member

By: [signature]
Clifford D. Fisher, sole member

Buckingham, LLC

By [signature]
Clifford D. Fisher, sole member

6/21

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Subscribed and sworn to before me this 25 day of October, 2005.

Patricia P. Katte
....
Notary Public, State of Wisconsin
My commission: exp. 10-4-9

Drafted by Atty. W. P. Horton

NOTARY PUBLIC
PATRICIA P. KATTE
STATE OF WISCONSIN

Exhibit A

000086

Parcel numbers and legal description for all units in Metropolitan Place Residential Condominium including all its land subject to Expansion Rights:

251/070923112125 Legal Description of all land subject to Expansion Rights: Lot 1, Certified Survey Map No. 10719, Recorded in Volume 63 of Certified Survey Maps, Pages 333 through 344, as Document No. 3691389, located in the City of Madison, Dane County, Wisconsin.

Metropolitan Place Residential Condominium:

251/070923112191 Notation Parcel

251/070923142015 Unit No.: 1

251/070923143310 Unit No.: 1001

251/070923143328 Unit No.: 1002

251/070923143336 Unit No.: 1003

251/070923143344 Unit No.: 1004

251/070923143352 Unit No.: 1005

251/070923143360 Unit No.: 1006

251/070923143378 Unit No.: 1007

251/070923143386 Unit No.: 1008

251/070923143394 Unit No.: 1009

251/070923142031 Unit No.: 101

251/070923143401 Unit No.: 1010

251/070923143419 Unit No.: 1011

251/070923143427 Unit No.: 1012

251/070923143435 Unit No.: 1013

251/070923143443 Unit No.: 1014

251/070923143451 Unit No.: 1015

251/070923142049 Unit No.: 102

251/070923142057 Unit No.: 103

251/070923142065 Unit No.: 104

251/070923142073 Unit No.: 105

251/070923142081 Unit No.: 106

251/070923143469 Unit No.: 1101

251/070923143477 Unit No.: 1102

251/070923143485 Unit No.: 1103

251/070923143493 Unit No.: 1104

251/070923143500 Unit No.: 1105

251/070923143518 Unit No.: 1106

251/070923143526 Unit No.: 1107

251/070923143534 Unit No.: 1108

251/070923143542 Unit No.: 1109

251/070923143550 Unit No.: 1110

251/070923143568 Unit No.: 1111

251/070923143576 Unit No.: 1112

251/070923143584 Unit No.: 1113

251/070923143592 Unit No.: 1114

251/070923143609 Unit No.: 1115

000087

251/070923142099 Unit No.: 115

251/070923143617 Unit No.: 1201

251/070923143625 Unit No.: 1202

251/070923143633 Unit No.: 1203

251/070923143641 Unit No.: 1204

251/070923143659 Unit No.: 1205

251/070923143667 Unit No.: 1206

251/070923143675 Unit No.: 1207

251/070923143683 Unit No.: 1208

251/070923143691 Unit No.: 1209

251/070923143708 Unit No.: 1210

251/070923143716 Unit No.: 1211

251/070923143724 Unit No.: 1212

251/070923143732 Unit No.: 1213

251/070923143740 Unit No.: 1214

251/070923143758 Unit No.: 1215

251/070923143766 Unit No.: 1301

251/070923143774 Unit No.: 1302

251/070923143782 Unit No.: 1303

251/070923143790 Unit No.: 1304

251/070923143807 Unit No.: 1305

251/070923143815 Unit No.: 1306

251/070923143823 Unit No.: 1307

251/070923143831 Unit No.: 1308

251/070923143849 Unit No.: 1309

251/070923143857 Unit No.: 1310

251/070923143972 Unit No.: 1311

251/070923143964 Unit No.: 1401

251/070923143865 Unit No.: 1402

251/070923143873 Unit No.: 1403

251/070923143881 Unit No.: 1404

251/070923143899 Unit No.: 1405

251/070923143906 Unit No.: 1406

251/070923143914 Unit No.: 1407

251/070923143922 Unit No.: 1408

251/070923143930 Unit No.: 1409

251/070923143948 Unit No.: 1410

251/070923143956 Unit No.: 1411

251/070923143980 Unit No.: 1412

251/070923143998 Unit No.: 1413

251/070923142023 Unit No.: 2

251/070923142106 Unit No.: 201

251/070923142114 Unit No.: 202

251/070923142122 Unit No.: 203

251/070923142130 Unit No.: 204

251/070923142148 Unit No.: 205

251/070923142156 Unit No.: 206

251/070923142164 Unit No.: 207

251/070923142172 Unit No.: 215

251/070923142180 Unit No.: 301

251/070923142198 Unit No.: 302

251/070923142205 Unit No.: 303

251/070923142213 Unit No.: 304

251/070923142221 Unit No.: 305

251/070923142239 Unit No.: 306

251/070923142247 Unit No.: 307

251/070923142255 Unit No.: 315
251/070923142263 Unit No.: 401
251/070923142271 Unit No.: 402
251/070923142289 Unit No.: 403
251/070923142297 Unit No.: 404
251/070923142304 Unit No.: 405
251/070923142312 Unit No.: 406
251/070923142320 Unit No.: 407
251/070923142338 Unit No.: 415
251/070923142346 Unit No.: 501
251/070923142354 Unit No.: 502
251/070923142362 Unit No.: 503
251/070923142370 Unit No.: 504
251/070923142388 Unit No.: 505
251/070923142396 Unit No.: 506
251/070923142403 Unit No.: 507
251/070923142411 Unit No.: 508
251/070923142429 Unit No.: 510
251/070923142437 Unit No.: 512
251/070923142445 Unit No.: 514
251/070923142453 Unit No.: 515
251/070923142461 Unit No.: 601
251/070923142479 Unit No.: 602
251/070923142487 Unit No.: 603
251/070923142495 Unit No.: 604
251/070923142502 Unit No.: 605
251/070923142510 Unit No.: 606
251/070923142528 Unit No.: 607

251/070923142536 Unit No.: 608
251/070923142544 Unit No.: 609
251/070923142552 Unit No.: 610
251/070923142560 Unit No.: 611
251/070923142578 Unit No.: 612
251/070923142586 Unit No.: 613
251/070923142594 Unit No.: 614
251/070923142601 Unit No.: 615
251/070923142619 Unit No.: 701
251/070923142627 Unit No.: 702
251/070923142635 Unit No.: 703
251/070923142643 Unit No.: 704
251/070923142651 Unit No.: 705
251/070923142669 Unit No.: 706
251/070923142677 Unit No.: 707
251/070923142685 Unit No.: 708
251/070923142693 Unit No.: 709
251/070923142700 Unit No.: 710
251/070923142718 Unit No.: 711
251/070923142726 Unit No.: 712
251/070923142734 Unit No.: 713
251/070923142742 Unit No.: 714
251/070923142750 Unit No.: 715
251/070923143013 Unit No.: 801
251/070923143021 Unit No.: 802
251/070923143039 Unit No.: 803
251/070923143047 Unit No.: 804
251/070923143055 Unit No.: 805

251/070923143063 Unit No.: 806
251/070923143071 Unit No.: 807
251/070923143089 Unit No.: 808
251/070923143097 Unit No.: 809
251/070923143104 Unit No.: 810
251/070923143112 Unit No.: 811
251/070923143120 Unit No.: 812
251/070923143138 Unit No.: 813
251/070923143146 Unit No.: 814
251/070923143154 Unit No.: 815
251/070923143162 Unit No.: 901
251/070923143170 Unit No.: 902
251/070923143188 Unit No.: 903
251/070923143196 Unit No.: 904
251/070923143203 Unit No.: 905
251/070923143211 Unit No.: 906
251/070923143229 Unit No.: 907
251/070923143237 Unit No.: 908
251/070923143245 Unit No.: 909
251/070923143253 Unit No.: 910
251/070923143261 Unit No.: 911
251/070923143279 Unit No.: 912
251/070923143287 Unit No.: 913
251/070923143295 Unit No.: 914
251/070923143302 Unit No.: 915

Document No.

AMENDMENT

THIRD AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR METROPOLITAN PLACE
RESIDENTIAL CONDOMINIUM

The undersigned, Buckingham LLC, a Wisconsin limited liability company, which is the assignee Declarant of Metropolitan Place Residential Condominium, hereby amends the Declaration of Condominium of Metropolitan Place Residential Condominium, originally recorded November 20, 2001, as Document Number 3402988, in the office of the Register of Deeds for Dane County (Wisconsin), and amended by an instrument recorded April 4, 2003, as Document No. 3684062, and by an instrument recorded November 3, 2005, as Document No. 4128145. This Amendment is adopted pursuant to Article XV of the said Declaration for the purpose of exercising Declarant's reserved right to expand the Condominium.

Recording Area

Name and Return Address
W. P. Horton
P. O. Box 5621
Madison, WI 53705-5621

PIN Part of 251-0709-231-1212-5

1. Declarant as sole owner of the land described as Lot 1, CSM 10719, recorded in Vol. 63 of Certified Survey Maps, pages 333-344, as Document #3691389, which is the property described in Exhibit D to the First Amendment to the Declaration, submits it to the condominium form of ownership as an expansion to the Condominium under the rights reserved in the Declaration and consistent with the PUD-GDP recorded December 5, 2000, as Document #3270955, in the office of the Register of Deeds for Dane County. This expansion will increase the number of Units in the Condominium by 166 for a total of 340 Units. As provided in the PUD-GDP and Article XV of the Declaration, two of the 166 Units being added by expansion of the Condominium will be Commercial Units and the remainder Residential Units, creating a mixed-use development. In addition to including the land described above in the Condominium and creating the new Units, this Amendment clarifies the relationship between the Commercial and Residential Units and uses in the Condominium, is accompanied by a Second Addendum to the Condominium Plat of Metropolitan Place Residential Condominium a copy of which is found as Exhibit B', and completes Declarant's rights to expand the Condominium. In connection with the expansion, the following further amendments to the Declaration are adopted by Declarant under the authority of Article XV.

2. Section 2.02 is amended by including the land described above to the legal description of the Condominium and adding at the end thereof:
"Bearings and legal descriptions vary between the First Amendment and Third Amendment to the Declaration and the First Addendum and Second Addendum to the Plat due to the use of a different true north for the preparation of these documents and due to the portion of Block 52, Original Plat of Madison, comprising the Condominium and other property having been redivided by use of a certified survey map, as noted above."

3. Section 2.03 is amended by adding 333 West Mifflin Street as an additional address of the Condominium. This is the street address of the expansion phase of the Condominium.

4. Subsection 2.04(c) is amended by adding at the end thereof:
", including, but not limited to the Second Amendment to Declaration of Easements, Air and Sewer Rights, adopted in connection with and as a part of the expansion of the Condominium and recorded June __, 2007, as Document # ____________."

5. Section 3.01 is amended to read:
"Identification of Units. The Condominium consists of three hundred forty (340) Units, of which three hundred thirty-eight (338) are Residential Units and two (2) are Commercial Units, located in two (2) Buildings, identified as Building 360 (the first phase of the Condominium) and Building 333 (the expansion phase of the Condominium). Units and Buildings are identified on the Condominium Plat of the Condominium and its addendum, attached hereto as Exhibit B'. The Condominium Plat also shows the floor plans for the Buildings and the location, boundaries and dimensions of the Units and those portions of the Common Elements which are Limited Common Elements appurtenant to particular Units as well as the Common Elements generally. The Units in Building 360, all of which are Residential Units, by floor are: ground floor, Units 001 and 002; first floor, Units 101-106 and 115; second floor, Units 201-207 and 215; third floor, Units 301-307 and 315; fourth floor, Units 401-407 and 415; fifth floor, Units 501-508, 510, 512, 514, and 515; sixth floor, Units 601-615; seventh floor, Units 701-715; eighth floor, Units 801-815; ninth floor, Units 901-915; tenth floor, Units 1001-1015; eleventh floor, Units 1101-1115; twelfth floor, Units 1201-1215; thirteenth floor, Units 1301-1311; fourteenth floor and lofts, Units 1401-1413. The Units in Building 333, all of which except for Units 3 and 4 are Residential Units, by floor are: basement, Commercial Unit 3 (part); first floor, Commercial Units 3 (part) and 4; second floor, Units 2010, 2020, 2030, 2040, 2050, 2060, 2070, 2090, 2100, 2110, 2120, 2130, 2150, 2160. 2170, and 2180; third floor, Units 3010, 3020, 3030, 3040, 3050, 3060, 3070, 3090, 3100, 3110, 3120, 3130, 3150, 3160, 3170, and 3180; fourth floor, Units 4010, 4020, 4030, 4040, 4050, 4060, 4070, 4080, 4090, 4100, 4140, 4150, 4160, 4170 and 4180; fifth floor, Units 5010, 5020, 5030, 5040, 5050, 5060, 5070, 5080, 5090, 5100, 5140, 5150, 5160, 5170, and 5180; sixth floor, Units 6010, 6020, 6030, 6040, 6050, 6060, 6070, 6080, 6090,

6100, 6110, 6120, 6130, 6140, 6160, 6170 and 6180; seventh floor, Units 7010, 7020, 7030, 7040, 7050, 7060, 7070, 7080, 7090, 7100, 7110, 7120, 7130, 7140, and 7150; eighth floor, Units 8010, 8020, 8030, 8040, 8050, 8060, 8070, 8080, 8090, 8100, 8110, 8120, 8130, 8140, and 8150; ninth floor. Units 9010, 9020, 9040, 9050, 9060, 9070, 9080, 9090, 9100, 9110, 9130, 9140, and 9150, tenth floor, Units 1051, 1052, 1054, 1055, 1056, 1057, 1058, 1060, 1061, 1062, 1064, 1065, 1066, and 1067; eleventh floor, Units 1151, 1152, 1154, 1155, 1156, 1157, 1158, 1160, 1161, 1162, 1163, 1164, 1166, and 1167; twelfth floor and lofts, Units 1251, 1252, 1254, 1256, 1257, 1258, 1259, 1260, 1262, 1263, 1265, 1266, 1268, and 1269."

6. Amend Subsection 3.02(d) by adding item (vii) and (viii) to read:
"(vii) for Commercial Units only, all utility and municipal services directly delivered, billed or metered to them, including without limitation, gas, electric, telephone and telecommunications, water from the distribution lines or mains to the Unit and sewer service including laterals to the public sewer line, including meters or other measuring, control or protective devices associated with them; and,
"(viii) for Commercial Units only, all security and protection devices installed by the Unit Owner and all items required to meet municipal codes for commercial use of the Units."

7. Amend Section 3.03 by adding at the end thereof:
"Notwithstanding the other provisions of this section, Commercial Units 3 and 4, while remaining undivided for identification and other purposes hereunder, may be separated into smaller use areas within the Unit and leased to different operators for each use area, provided overall ownership of the Unit remains in a single Unit Owner."

8. Amend Section 3.04 by adding at the end thereof:
"Each Building has a primary access at the address shown in section 2.03. The entry, lobby, elevators, and other facilities at these entries are for the use and benefit of the Residential Unit Owners in each respective Building and their visitors and invitees. The Commercial Units have one or more separate entries for their customers, employees and invitees and for delivery, temporary storage, removal and transfer of goods and equipment and Commercial Unit 3 has primary control but not exclusive use of: (i) Elevator #1 in the Elevator Lobby of Building 333 (as shown on the Plat) for access to its lower level; and (ii) the Loading Dock Area and Service Corridor adjacent to the Loading Dock Area (both as shown on the Plat) including, but not limited to, the right to restrict use of such areas between midnight and 11 a.m. every day and at all other times the owner of Commercial Unit 3 has the right to exclusive access to a portion of the Loading Dock Area sufficient to accommodate a (non-semi-truck) vehicle. In exercising this control, the owner and tenant of Commercial Unit 3 shall make reasonable efforts to avoid unnecessary interference with the quiet enjoyment of the Residential Units in the Condominium. To that end, any lease to Unit 3 shall

contain provisions that there will be no trash collection from the loading dock area before 6 am local time any day and that, recognizing that occasional late night or early morning deliveries will occur, the tenant of Commercial Unit 3 will use its best efforts to assure there will be no trucks idling at the loading dock for over two hours before 7 am or after 10 pm local time."

9. Amend Section 4.02 by inserting before the existing text: "(a) Residential Units.", by inserting in the first sentence before the first "Unit" the word "Residential", and adding at the end of the existing section:
"(b) Commercial Units. Each owner of a Commercial Unit shall be entitled to the exclusive use of its signage and the patio area appurtenant to each such Commercial Unit as shown on the Plat. A Commercial Unit Owner shall be permitted to use, furnish and improve the patio area appurtenant to such Commercial Unit for commercial activity, subject only to municipal approval, if required, but no such usage may extend above the height of the upper boundary of the Commercial Unit or create an unreasonable interference with the quiet enjoyment of the Residential Units in the Condominium."

10. Section 4.03 is deleted and is replaced by:
"Alterations. Balcony alterations as referred to in section 4.03 of the First Amendment to the Declaration have been made and are reflected in Exhibits B' and C'."

11. Section 5.05 is amended by adding at the end thereof:
"Matters affecting the Residential Units or the Commercial Units exclusively shall be decided by the votes of the affected type of Units. Matters affecting both Residential and Commercial Units shall be decided by the appropriate majority of both types of Unit counted separately."

12. Section 5.07 is amended by adding at the beginning of the second sentence thereof:
"As to Residential Units only,".

13. Section 6.04 is amended by adding at the end thereof:
"Notwithstanding the above, a Commercial Unit Owner shall be responsible for the maintenance and repair of those exterior modifications made to that Unit under Section 7.04 or Subsection 9.02(c). In regard to that portion of the Common Elements, whose control is not vested in a specific Unit or Units, used concurrently by the Condominium Metropolitan Place Parking Condominium, and the residential/commercial property located at 380 West Washington Avenue, the Association shall coordinate maintenance and repair work with them and may by action of the Association's board of directors create, join in and assign certain functions to a master association composed of them."

14. Section 6.06 is amended by adding after the first sentence thereof:
"The share of Common Expenses payable by each Commercial Unit shall be calculated by adjusting the amount of annual Common Expenses, subtracting those amounts representing such expenses not applicable to the Commercial Units or paid separately by the Commercial Units and adding the amount of any such expenses benefiting only the Commercial Units but not paid separately by them, and multiplying the adjusted annual Common Expense amount by that Unit's percentage interests in the Common Elements under section 5.02, and the balance shall be assessed against the remaining Units in the ratios provided herein. It is the intention that the Commercial Units pay assessments and capital reserve payments, subject to certain credits or offsets for expenses paid directly by the Commercial Units or which do not apply to them. The percentage share of annual Common Expenses calculated in any year for each Commercial Unit shall be that Unit's share of special assessments levied under section 6.07 and common surpluses earned under section 6.08 in that year. The Commercial Units' share of Association property/casualty and related insurance will be subject to adjustment based on the insurer's underwriting classifications for the different types of uses of the Units."

15. Section 6.06 is further amended by adding "Residential" before the words "Unit Owners" in the next two sentences.

16. Amend Section 7.01 by inserting before the existing text: "(a) Residential Units.", inserting in the first sentence before the first "Unit" the word "Residential", deleting the heading "<u>Single Family Residences</u>" and inserting in lieu thereof "<u>Mixed Uses</u>", and adding after the existing section:
"(b) Commercial Units. Each Commercial Unit shall be used for a commercial purpose or purposes permitted under the applicable zoning ordinances and agreements entered under them. Commercial Units may be leased to non-owners for the conduct of permitted commercial activities and a Commercial Unit may be separated into two or more areas with each area subject to lease to separate users, provided the Unit ownership remains undivided."

17. Amend Section 7.02 by adding at the end of the first sentence thereof:
"; provided Commercial Units may display signage as permitted by applicable ordinances and may affix signs which are Limited Common Elements appurtenant to such Units to the Common Elements of Building 333 in any manner permitted by applicable ordinances but no such sign may extend above the height of the upper boundary of the Unit."

18. Amend Section 7.03 by adding at the end thereof:
"Notwithstanding anything to the contrary contained herein, any bylaw, rule, regulation, or Association action which affects the existence, operation, or expense share of a Commercial Unit must be concurred in by the owner of that Unit."

19. Amend Section 7.04 by inserting before the existing text: "(a) Residential Units.", inserting in the first sentence before the first "Unit" the word "Residential", and adding at the end of the existing section:
"(b) Commercial Units. The owner of a Commercial Unit may make modifications to the exterior of the Condominium immediately surrounding the Unit which are commercially appropriate for the use being made of the Unit and which conform to the overall exterior impression of the Condominium. In making exterior modifications, a Commercial Unit Owner may not harm the structural integrity of the Condominium or the operation of any of its Common Elements or services. The Unit Owner shall carry appropriate insurance for the construction of the modification and shall assure that the Condominium, the other Units and the Association incur no liability or construction liens as a result of it. Each Commercial Unit shall be kept in good condition and repair consistent with its commercial use or uses and ordinary wear and tear, and the Commercial Unit Owner shall maintain and repair any exterior modifications made to the Condominium under this Section."

20. Amend Section 8.04 by inserting at the end thereof:
"Each Commercial Unit Owner shall maintain coverage for risks and in amounts in excess of those maintained by the Association common to the type of commercial activity conducted in the Unit. The scope and amount of such coverage shall be reported to the Association's insurance agent and the Association shall be named as an additional insured on the policies maintained for the Commercial Units."

21. Amend Section 9.01 (intro) by adding at the end thereof:
"For purposes of determining whether repairs exceed available insurance, if the damage involves a Commercial Unit, any separate insurance on that Unit shall be taken into account."

22. Amend Section 9.02 by adding a Subsection (c) to read:
"or, (c) the reconstruction or repair involves a Commercial Unit, in which event the owner of the Unit may reconfigure the Unit within its existing boundaries, provided any costs for such reconfiguring in excess of those covered by a disbursement of insurance proceeds under Section 9.04 to the Unit shall be borne by the Unit Owner."

23. Amend Article XII by adding a new fifth sentence to read:
"No amendment shall materially affect the existence, operation or expenses share of a Commercial Unit without the consent of the owner of that Unit."

Dated: June ___, 2007

Buckingham LLC (Declarant)

By: ______________________________
Clifford C. Fisher, Authorized Member

STATE OF WISCONSIN)
) ss,
COUNTY OF DANE)

Subscribed and sworn to before me on June ___, 2007.

____
Notary Public, State of Wisconsin
My commission: ______________

MORTGAGEE CONSENT

The undersigned, being the holder of the first mortgage and mezzanine lender on the above-described property hereby consents to the above amendment to the Declaration of Condominium of Metropolitan Place Parking Condominium.

LaSalle Bank, National Association

By: ______________________________
Title: ______________________________

STATE OF ______________)
) ss,
COUNTY OF ______________)

Subscribed and sworn to before me on June ___, 2007.

____
Notary Public, State of ______________
My commission: ______________

Drafted by Atty. W.P. Horton

"Exhibit B"

SECOND ADDENDUM TO METROPOLITAN PLACE RESIDENTIAL CONDOMINIUM

BEING PART OF LOTS 1 AND 4 OF CERTIFIED SURVEY MAP #10719 AND BEING PART OF LOTS 1, 2, 3, 4, 5, 6, 13, 14, 15, 16 AND 17, BLOCK 52, ORIGINAL PLAT OF THE CITY OF MADISON, LOCATED IN PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 9 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN.

Office of the Register of Deeds
_______ County, Wisconsin
Received for Record _______ 20___
at _______ o'clock ___ M and recorded as
document # _______ in
____
Register of Deeds

LEGAL DESCRIPTION

A PARCEL OF LAND CONTAINING 40,293 SQ. FT. (0.925 ACRES), BEING PART OF LOTS 1 AND 4 OF CERTIFIED SURVEY MAP #10719 AND BEING PART OF LOTS 1, 2, 3, 4, 5, 6, 13, 14, 15, 16 AND 17, BLOCK 52, ORIGINAL PLAT OF THE CITY OF MADISON, LOCATED IN PART OF THE NORTHEAST ¼ AND NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 9 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN

THAT THE EXTERIOR BOUNDARY OF SAID PARCEL OF LAND IS DESCRIBED AS FOLLOWS

COMMENCING AT THE MOST WESTERLY CORNER OF CERTIFIED SURVEY MAP #10719 AND BEING THE POINT OF BEGINNING;
THENCE N 45°50'21" E ALONG THE EASTERLY RIGHT OF WAY OF WEST MIFFLIN STREET, 339.37 FEET; THENCE S 44°06'03" E, 73.11 FEET; THENCE S 45°53'57" W, 75.00 FEET; THENCE S 44°07'33" E, 10.71 FEET; THENCE S 45°58'36" W, 119.93 FEET; THENCE S 44°01'35" E, 139.11 FEET; THENCE N 00°53'57" E, 17.41 FEET; THENCE S 89°06'03" E, 61.47 FEET; THENCE N 45°53'57" E, 14.28 FEET; THENCE S 45°06'03" E, 17.10 FEET; THENCE N 45°53'57" E, 121.23 FEET; THENCE N 45°06'03" W, 17.10 FEET; THENCE N 45°53'57" E, 61.16 FEET; THENCE S 44°04'06" E, 77.23 FEET TO THE NORTHERLY RIGHT OF WAY OF WEST WASHINGTON AVENUE; THENCE S 45°59'11" W ALONG SAID NORTHERLY RIGHT OF WAY, 307.57 FEET; THENCE N 44°02'23" W, 206.85 FEET; THENCE S 45°57'37" W, 89.08 FEET TO THE NORTHERLY RIGHT OF WAY OF NORTH BROOM STREET; THENCE N 44°04'30" W ALONG SAID NORTHERLY RIGHT OF WAY, 123.98 FEET TO THE POINT OF BEGINNING AND THERE TERMINATING

SURVEYOR'S NOTES

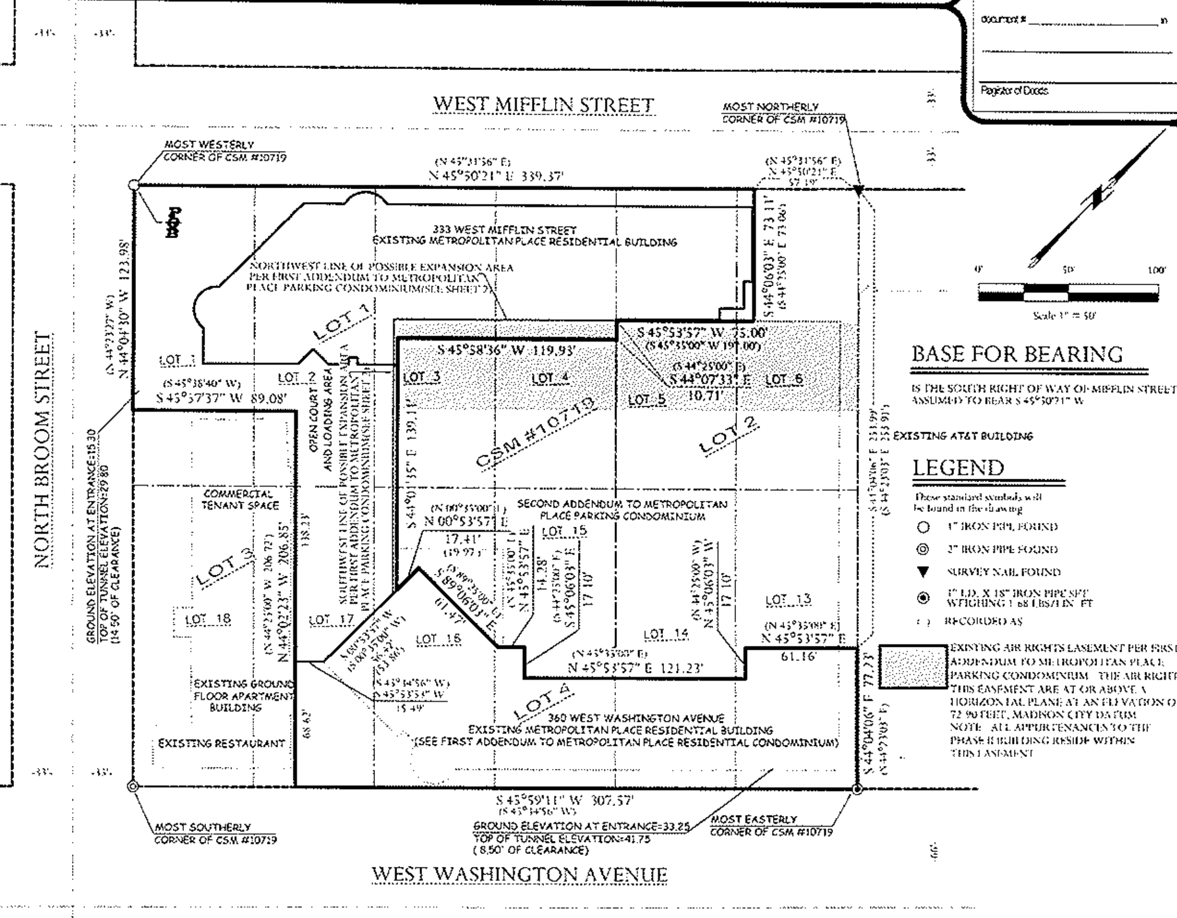
1. PORTIONS OF LAND SUBJECT TO AIR RIGHT RESTRICTIONS. SEE FIRST ADDENDUM TO METROPOLITAN PLACE PARKING CONDOMINIUM (DOC. #3684065)
2. LAND AREAS OUTSIDE OF BUILDING ARE COMMON ELEMENTS
3. ELEVATION AND FLOOR PLAN INFORMATION WITHIN THIS PLAT ARE BASED ON PLANS PROVIDED BY DIMENSION IV-MADISON

SURVEYOR'S CERTIFICATE

I, SCOTT GROHOLSKI, REGISTERED LAND SURVEYOR # 2281, HEREBY CERTIFY THAT I HAVE SURVEYED THIS CONDOMINIUM PLAT CONSISTING OF FIFTEEN SHEETS AND IS A TRUE AND CORRECT REPRESENTATION OF "METROPOLITAN PLACE RESIDENTIAL CONDOMINIUM PHASE II" THAT THE IDENTIFICATION OF EACH UNIT, THE LOCATION OF THE COMMON ELEMENTS, THE FLOOR AREA AND THE DIAGRAMMATIC FLOOR PLANS OF EACH UNIT AND ITS APPROXIMATE DIMENSIONS ARE SHOWN ON SHEETS ONE THROUGH FIFTEEN OF THIS CONDOMINIUM PLAT

DATED THIS ________ DAY OF ______________________

____
SCOTT GROHOLSKI, (# 2281)
REGISTERED LAND SURVEYOR



REVISIONS

TP	12-11-06
TP	3-6-07
TP	4-24-07
TP	6-11-07

POB #05 860

POINT OF BEGINNING INC
LAND SURVEYING
LANDSCAPE ARCHITECTURE
1101 BRILOWSKI ROAD SUITE D
STEVENS POINT, WI 54481
1(715)344-9999

SHEET 1 OF 20

SECOND ADDENDUM TO METROPOLITAN PLACE RESIDENTIAL CONDOMINIUM

BEING PART OF LOTS 1 AND 4 OF CERTIFIED SURVEY MAP #10719 AND BEING PART OF LOTS 1, 2, 3, 4, 5, 6, 13, 14, 15, 16 AND 17, BLOCK 52, ORIGINAL PLAT OF THE CITY OF MADISON, LOCATED IN PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 9 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN.

PROPOSED EASEMENTS EXHIBIT "A"

LEGAL DESCRIPTION FOR WEST PATIO AREA

PART OF LOT 1 OF CERTIFIED SURVEY MAP #10719 AND PART OF LOTS 1 AND 2, BLOCK 52, ORIGINAL PLAT OF THE CITY OF MADISON, LOCATED IN PART OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 9 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE MOST WESTERLY CORNER OF CERTIFIED SURVEY MAP #10719 AND BEING THE POINT OF BEGINNING, THENCE N [illegible] E ALONG THE SOUTHEAST RIGHT OF WAY OF WEST MIFFLIN STREET, [illegible] FEET, THENCE S [illegible], [illegible] FEET, THENCE S [illegible] W, [illegible] FEET TO THE BEGINNING OF A CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF [illegible] FEET, AN ARC LENGTH OF [illegible] FEET AND A LONG CHORD OF [illegible] FEET WHICH BEARS S [illegible] W, THENCE N [illegible] E, [illegible] FEET, THENCE S [illegible] W, [illegible] FEET, THENCE S [illegible] W, [illegible] FEET TO THE NORTHEAST RIGHT OF WAY OF NORTH BROOM STREET, THENCE N [illegible] W ALONG SAID NORTHEAST RIGHT OF WAY, [illegible] FEET TO THE POINT OF BEGINNING AND THERE TERMINATING. THIS DESCRIBED PATIO REPRESENTS A LIMITED COMMON ELEMENT APPURTENANT TO UNIT [illegible]

LEGAL DESCRIPTION FOR EAST PATIO AREA

PART OF LOT 1 OF CERTIFIED SURVEY MAP #10719 AND PART OF LOTS 5 AND 6, BLOCK 52, ORIGINAL PLAT OF THE CITY OF MADISON, LOCATED IN PART OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 9 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE MOST NORTHERLY CORNER OF CERTIFIED SURVEY MAP #10719, THENCE S [illegible] W ALONG THE SOUTHEAST RIGHT OF WAY OF WEST MIFFLIN STREET, [illegible] FEET TO THE POINT OF BEGINNING, THENCE S [illegible] E, [illegible] FEET, THENCE S [illegible] W, [illegible] FEET, THENCE N [illegible] W, [illegible] FEET TO SAID SOUTHEAST RIGHT OF WAY, THENCE N [illegible] E ALONG SAID SOUTHEAST RIGHT OF WAY, [illegible] FEET TO THE POINT OF BEGINNING AND THERE TERMINATING. THIS DESCRIBED PATIO REPRESENTS A LIMITED COMMON ELEMENT APPURTENANT TO UNIT [illegible]

LEGAL DESCRIPTION FOR DOG RUN AREA

PART OF LOT 2 OF CERTIFIED SURVEY MAP #10719 AND PART OF LOT 6, BLOCK 52, ORIGINAL PLAT OF THE CITY OF MADISON, LOCATED IN PART OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 9 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE MOST NORTHERLY CORNER OF CERTIFIED SURVEY MAP #10719, THENCE S [illegible] E ALONG THE NORTHEAST LINE OF SAID CERTIFIED SURVEY MAP, [illegible] FEET TO THE POINT OF BEGINNING, THENCE S [illegible] E ALONG SAID NORTHEAST LINE, [illegible] FEET, THENCE S [illegible] W, [illegible] FEET, THENCE N [illegible] W, [illegible] FEET, THENCE N [illegible] E, [illegible] FEET, THENCE N [illegible] E, [illegible] FEET, THENCE N [illegible] E, [illegible] FEET TO THE POINT OF BEGINNING AND THERE TERMINATING.

LEGAL DESCRIPTION FOR DRIVEWAY ENCROACHMENT "A"

PART OF LOT 1 OF CERTIFIED SURVEY MAP #10719 AND PART OF LOT 1, BLOCK 52, ORIGINAL PLAT OF THE CITY OF MADISON, LOCATED IN PART OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 9 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE MOST WESTERLY CORNER OF CERTIFIED SURVEY MAP #10719, THENCE S [illegible] E ALONG THE NORTHEAST RIGHT OF WAY OF NORTH BROOM STREET, [illegible] TO THE POINT OF BEGINNING, THENCE N [illegible] E, [illegible] FEET, THENCE S [illegible] W, [illegible] FEET TO SAID NORTHEAST RIGHT OF WAY, THENCE N [illegible] W, [illegible] FEET TO THE POINT OF BEGINNING AND THERE TERMINATING.

LEGAL DESCRIPTION FOR DRIVEWAY ENCROACHMENT "B"

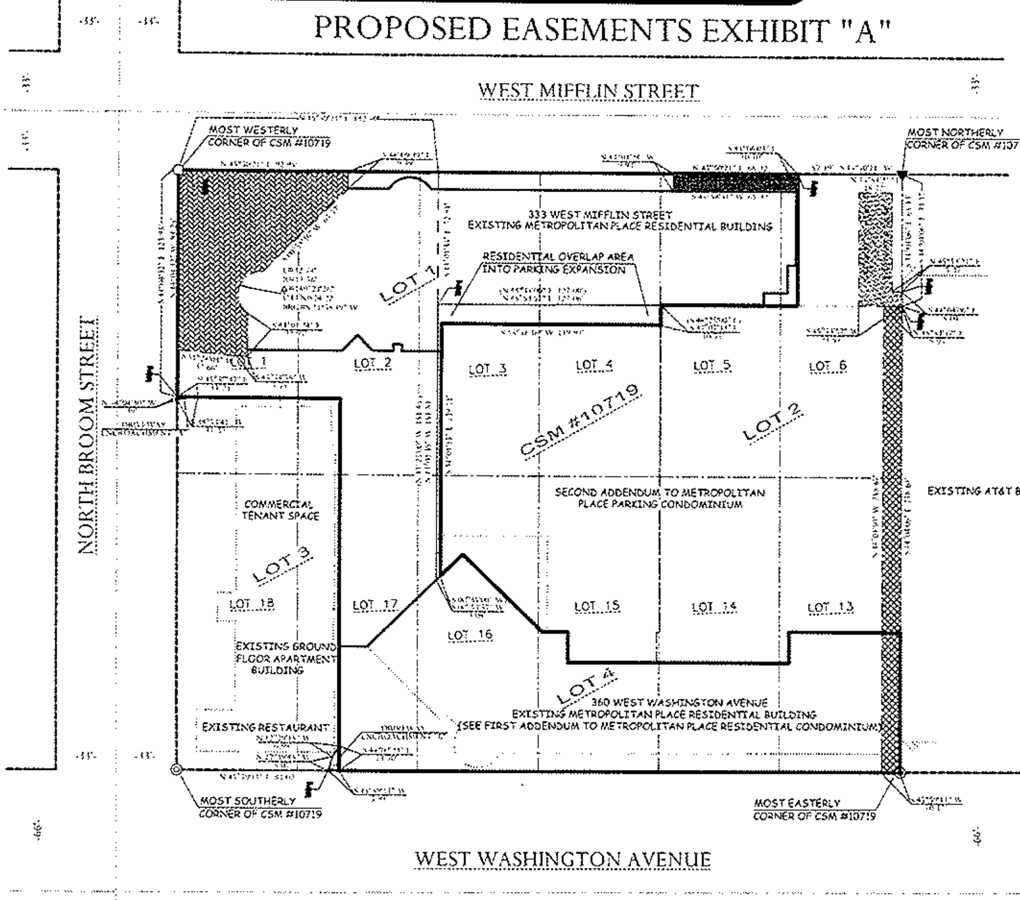
PART OF LOT 3 OF CERTIFIED SURVEY MAP #10719 AND PART OF LOT 17, BLOCK 52, ORIGINAL PLAT OF THE CITY OF MADISON, LOCATED IN PART OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 9 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE MOST SOUTHERLY CORNER OF CERTIFIED SURVEY MAP #10719, THENCE N [illegible] E ALONG THE NORTHWEST RIGHT OF WAY OF WEST WASHINGTON AVENUE, [illegible] FEET TO THE POINT OF BEGINNING, THENCE N [illegible] W, [illegible] FEET, THENCE N [illegible] W, [illegible] FEET, THENCE S [illegible] E, [illegible] FEET TO SAID NORTHWEST RIGHT OF WAY, THENCE S [illegible] W ALONG SAID NORTHWEST RIGHT OF WAY, [illegible] FEET TO THE POINT OF BEGINNING AND THERE TERMINATING.

LEGAL DESCRIPTION FOR THAT PART OF PHASE II RESIDENTIAL AREA THAT ENCROACHES ONTO POSSIBLE EXPANSION AREA PER FIRST ADDENDUM TO METROPOLITAN PLACE PARKING CONDOMINIUM

PART OF LOT 1 OF CERTIFIED SURVEY MAP #10719 AND PART OF LOTS 3, 4 AND 16, BLOCK 52, ORIGINAL PLAT OF THE CITY OF MADISON, LOCATED IN PART OF THE NORTHWEST ¼ AND NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 9 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE MOST WESTERLY CORNER OF CERTIFIED SURVEY MAP #10719, THENCE N [illegible] E ALONG THE NORTHWEST LINE OF SAID CERTIFIED SURVEY MAP AND ALONG THE SOUTHEAST RIGHT OF WAY OF WEST MIFFLIN STREET, [illegible] FEET, THENCE S [illegible] E, [illegible] FEET TO THE MOST WESTERLY CORNER OF POSSIBLE EXPANSION AREA PER FIRST ADDENDUM TO METROPOLITAN PLACE PARKING CONDOMINIUM; THENCE N [illegible] E ALONG THE NORTHWEST LINE OF SAID EXPANSION AREA, [illegible] FEET TO THE MOST NORTHERLY CORNER OF SAID EXPANSION AREA, THENCE S [illegible] E ALONG THE NORTHEAST LINE OF SAID EXPANSION AREA, [illegible] FEET, THENCE S [illegible] W, [illegible] FEET, THENCE S [illegible] E, [illegible] FEET TO THE SOUTHEAST LINE OF SAID EXPANSION AREA; THENCE S [illegible] W ALONG SAID SOUTHEAST LINE, [illegible] FEET TO THE MOST SOUTHERLY CORNER OF SAID EXPANSION AREA, THENCE N [illegible] W ALONG THE SOUTHWEST LINE OF SAID EXPANSION AREA, [illegible] FEET TO THE POINT OF BEGINNING AND THERE TERMINATING.

REPRESENTS PATIOS THAT ARE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT TO WHICH IT IS ATTACHED

REPRESENTS PATIOS THAT ARE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT TO WHICH IT IS ATTACHED



REVISIONS	
T.P.	12-11-06
T.P.	3-6-07
T.P.	4-23-07
T.P.	6-11-07
T.P.	6-19-07
	POB #05-860

POINT OF BEGINNING INC
LAND SURVEYING
LANDSCAPE ARCHITECTURE
1101 BRILOWSKI ROAD SUITE D
STEVENS POINT, WI 54481
1(715)344-9999

0' 50' 100'
Scale 1" = 50'

SHEET 2 OF 20

SECOND ADDENDUM TO METROPOLITAN PLACE RESIDENTIAL CONDOMINIUM

BEING PART OF LOTS 1 AND 4 OF CERTIFIED SURVEY MAP #10719 AND BEING PART OF LOTS 1, 2, 3, 4, 5, 6, 13, 14, 15, 16 AND 17, BLOCK 52, ORIGINAL PLAT OF THE CITY OF MADISON, LOCATED IN PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 9 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN.

PROPOSED EASEMENTS EXHIBIT "B"

LEGAL DESCRIPTION FOR SIDEWALK

PART OF LOTS [illegible] OF CERTIFIED SURVEY MAP #10719 AND PART OF LOTS [illegible] AND 17, BLOCK 52, ORIGINAL PLAT OF THE CITY OF MADISON, LOCATED IN PART OF THE NORTHEAST ¼ AND NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 9 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST SOUTHERLY CORNER OF CERTIFIED SURVEY MAP #10719, THENCE N [illegible] E ALONG THE SOUTHEAST LINE OF CERTIFIED SURVEY MAP #10719 AND ALONG THE NORTHEAST RIGHT OF WAY OF WEST WASHINGTON AVENUE, [illegible] FEET TO THE POINT OF BEGINNING; THENCE N [illegible] W, [illegible] FEET; THENCE N [illegible] E, [illegible] FEET; THENCE S [illegible] E, [illegible] FEET TO SAID NORTHEAST RIGHT OF WAY AND SAID SOUTHEAST LINE; THENCE S [illegible] W ALONG SAID NORTHEAST RIGHT OF WAY AND SAID SOUTHEAST LINE, [illegible] FEET TO THE POINT OF BEGINNING AND THERE TERMINATING.

LEGAL DESCRIPTION FOR SBC CONSTRUCTION AND MAINTENANCE

PART OF LOTS 2 AND 4 OF CERTIFIED SURVEY MAP #10719 AND PART OF LOTS 6 AND 13, BLOCK 52, ORIGINAL PLAT OF THE CITY OF MADISON, LOCATED IN PART OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 9 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST NORTHERLY CORNER OF CERTIFIED SURVEY MAP #10719 AND BEING THE POINT OF BEGINNING; THENCE S [illegible] E ALONG THE NORTHEAST LINE OF SAID CERTIFIED SURVEY MAP, [illegible] FEET TO THE MOST EASTERLY CORNER OF SAID CERTIFIED SURVEY MAP AND THE NORTHEAST RIGHT OF WAY OF WEST WASHINGTON AVENUE; THENCE [illegible] W ALONG SAID NORTHEAST RIGHT OF WAY, [illegible] FEET; THENCE N [illegible] W, [illegible] FEET; THENCE N [illegible] E, [illegible] FEET; THENCE N [illegible] W, [illegible] FEET TO THE NORTHWEST LINE OF SAID CERTIFIED SURVEY MAP AND THE SOUTHEAST RIGHT OF WAY OF WEST MIFFLIN STREET; THENCE N [illegible] E ALONG SAID NORTHWEST LINE AND SAID SOUTHEAST RIGHT OF WAY, [illegible] FEET TO THE POINT OF BEGINNING AND THERE TERMINATING.

LEGAL DESCRIPTION FOR BIKE RACK AREA

PART OF LOT [illegible] OF CERTIFIED SURVEY MAP #10719 AND PART OF LOTS 15 AND 16, BLOCK 52, ORIGINAL PLAT OF THE CITY OF MADISON, LOCATED IN PART OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 9 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST SOUTHERLY CORNER OF CERTIFIED SURVEY MAP #10719, THENCE N [illegible] E ALONG THE SOUTHEAST LINE OF SAID CERTIFIED SURVEY MAP AND ALONG THE NORTHEAST RIGHT OF WAY OF WEST WASHINGTON AVENUE, [illegible] FEET; THENCE [illegible] TO THE POINT OF BEGINNING; [illegible] TO THE POINT OF BEGINNING AND THERE TERMINATING.

LEGAL DESCRIPTION FOR LOADING DOCK AREA

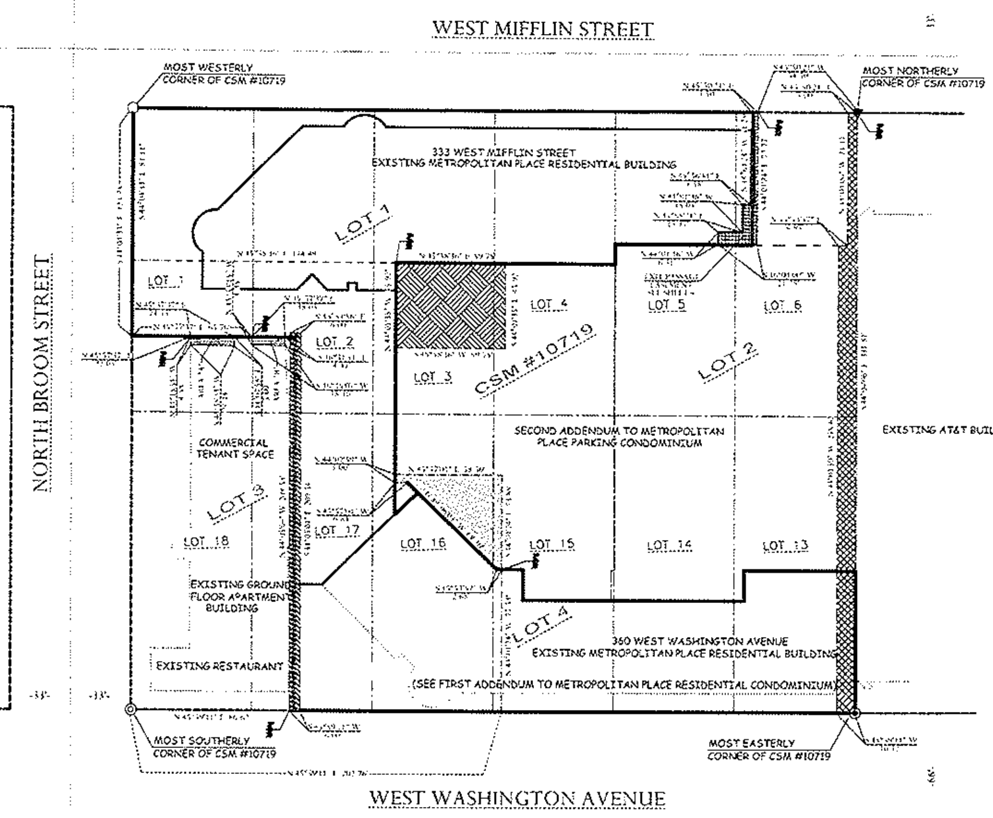
PART OF LOT 1 OF CERTIFIED SURVEY MAP #10719 AND PART OF LOTS 3 AND 1, BLOCK 52, ORIGINAL PLAT OF THE CITY OF MADISON, LOCATED IN PART OF THE NORTHWEST ¼ AND NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 9 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST WESTERLY CORNER OF CERTIFIED SURVEY MAP #10719; THENCE [illegible] ALONG THE NORTHEAST RIGHT OF WAY OF NORTH BROOM STREET AND ALONG THE SOUTHWEST LINE OF SAID CERTIFIED SURVEY MAP, [illegible] TO THE POINT OF BEGINNING AND THERE TERMINATING, AND FURTHER DESCRIBED AS THE VOLUME FROM ELEVATION [illegible] (CITY OF MADISON DATUM), BEING THE LOWEST POINT OF THE TOP OF SLAB AT GROUND LEVEL, TO ELEVATION [illegible], WHICH GIVES A MINIMUM CLEARANCE OF [illegible] FEET AT DRIVE-THROUGH WHICH IS THE HIGHEST POINT OF THE TOP OF SLAB AT GROUND LEVEL AT AN ELEVATION OF [illegible].

LEGAL DESCRIPTION FOR NO BUILD EASEMENT - AREA "A"

PART OF LOT 3 OF CERTIFIED SURVEY MAP #10719 AND PART OF LOT 18, BLOCK 52, ORIGINAL PLAT OF THE CITY OF MADISON, LOCATED IN PART OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 9 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST WESTERLY CORNER OF CERTIFIED SURVEY MAP #10719; THENCE [illegible] ALONG THE NORTHEAST RIGHT OF WAY OF NORTH BROOM STREET AND ALONG THE SOUTHWEST LINE OF SAID CERTIFIED SURVEY MAP, [illegible] FEET TO THE MOST WESTERLY CORNER OF LOT 3 OF SAID CERTIFIED SURVEY MAP; THENCE N [illegible] E ALONG THE NORTHWEST LINE OF SAID LOT 3, [illegible] FEET TO THE POINT OF BEGINNING; THENCE N [illegible] E ALONG SAID NORTHWEST LINE, [illegible] FEET; THENCE [illegible] TO THE POINT OF BEGINNING AND THERE TERMINATING.

LEGAL DESCRIPTION FOR NO BUILD EASEMENT AREA "B"

PART OF LOT 3 OF CERTIFIED SURVEY MAP #10719 AND PART OF LOT 18, BLOCK 52, ORIGINAL PLAT OF THE CITY OF MADISON, LOCATED IN PART OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 9 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST WESTERLY CORNER OF CERTIFIED SURVEY MAP #10719; THENCE [illegible] ALONG THE NORTHEAST RIGHT OF WAY OF NORTH BROOM STREET AND ALONG THE SOUTHWEST LINE OF SAID CERTIFIED SURVEY MAP, [illegible] FEET TO THE MOST WESTERLY CORNER OF LOT 3 OF SAID CERTIFIED SURVEY MAP; THENCE N [illegible] E ALONG THE NORTHWEST LINE OF SAID LOT 3, [illegible] FEET TO THE POINT OF BEGINNING; [illegible] TO THE POINT OF BEGINNING AND THERE TERMINATING.



REVISIONS	
FP	12-11-06
FP	3-6-07
FP	3-23-07
FP	6-11-07
FP	6-12-07

POB #05 860

POINT OF BEGINNING INC
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1101 BRILOWSKI ROAD SUITE D
STEVENS POINT, WI 54481
1(715)344-9999

0' 50' 100'

Scale 1" = 50'

SHEET 3 OF 20

SECOND ADDENDUM TO METROPOLITAN PLACE RESIDENTIAL CONDOMINIUM

BEING PART OF LOTS 1 AND 4 OF CERTIFIED SURVEY MAP #10719 AND BEING PART OF LOTS 1, 2, 3, 4, 5, 6, 13, 14, 15, 16 AND 17, BLOCK 52, ORIGINAL PLAT OF THE CITY OF MADISON, LOCATED IN PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 9 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN.

PROPOSED EASEMENTS EXHIBIT "C"

LEGAL DESCRIPTION FOR AIR RIGHTS

AT OR ABOVE A HORIZONTAL PLANE AT AN ELEVATION OF [illegible] FEET MADISON CITY DATUM.
ALL OF UNIT 600 OF FIRST ADDENDUM TO METROPOLITAN PLACE PARKING CONDOMINIUM AND PART OF LOT 2 OF CERTIFIED SURVEY MAP #10719 AND PART OF LOT 6, BLOCK 52, ORIGINAL PLAT OF THE CITY OF MADISON, LOCATED IN PART OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 9 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE MOST NORTHERLY CORNER OF CERTIFIED SURVEY MAP #10719 AND THE MOST NORTHERLY CORNER OF UNIT 600 OF FIRST ADDENDUM TO METROPOLITAN PLACE PARKING CONDOMINIUM AND BEING THE POINT OF BEGINNING, THENCE S 44°00'06" E ALONG THE NORTHEAST LINE OF SAID CERTIFIED SURVEY MAP AND ALONG THE NORTHEAST LINE OF SAID UNIT 600, 73.17 FEET TO THE MOST EASTERLY CORNER OF SAID UNIT 600, THENCE S 45°59'57" W ALONG THE SOUTHEAST LINE OF SAID UNIT 600, 57.45 FEET TO THE MOST SOUTHERLY CORNER OF SAID UNIT 600, THENCE N 44°00'03" W ALONG THE SOUTHWEST LINE OF SAID UNIT 600, 73.18 FEET TO THE MOST WESTERLY CORNER OF UNIT 600 AND THE NORTHWEST LINE OF SAID CERTIFIED SURVEY MAP AND THE SOUTHEAST RIGHT OF WAY OF WEST MIFFLIN STREET, THENCE N 45°59'21" E ALONG SAID SOUTHEAST RIGHT OF WAY AND ALONG SAID NORTHWEST LINE, 57.39 FEET TO THE POINT OF BEGINNING AND THERE TERMINATING.

LEGAL DESCRIPTION FOR INGRESS/EGRESS

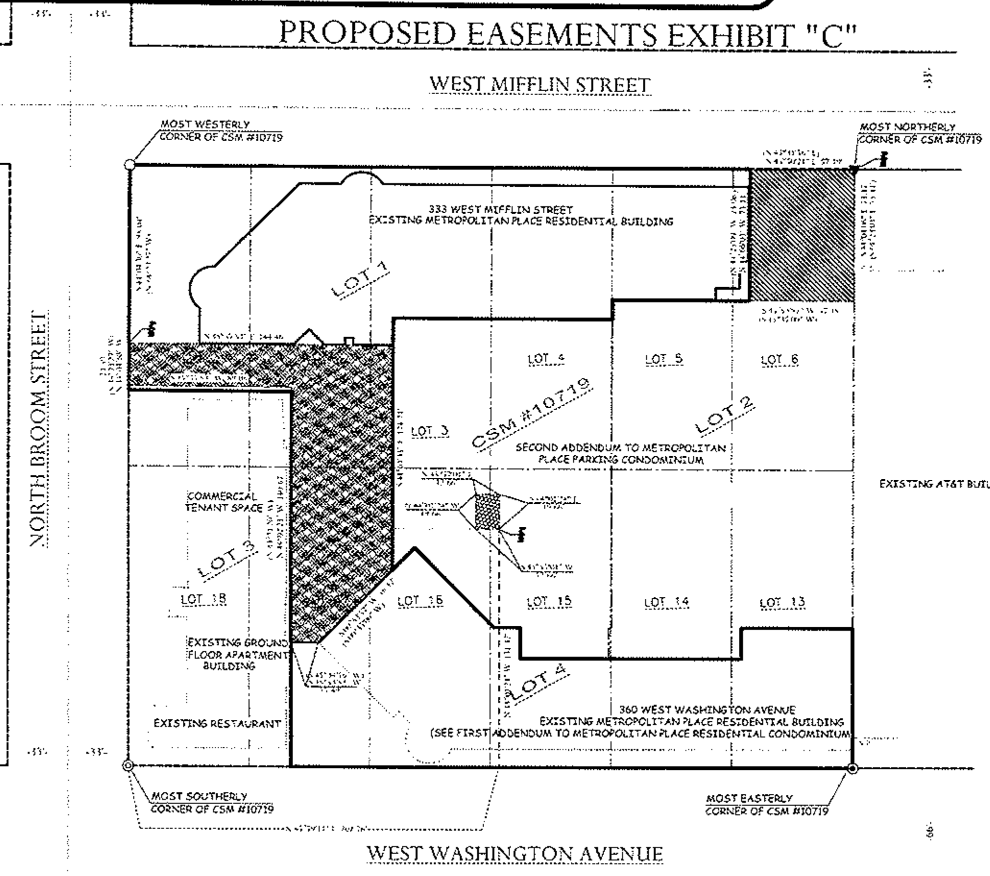
PART OF LOT 1 OF CERTIFIED SURVEY MAP #10719 AND PART OF LOTS 1, 2, 3, 16 AND 17, BLOCK 52, ORIGINAL PLAT OF THE CITY OF MADISON, LOCATED IN PART OF THE NORTHWEST ¼ AND NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 9 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE MOST WESTERLY CORNER OF CERTIFIED SURVEY MAP #10719, THENCE S 44°00'30" E ALONG THE SOUTHWEST LINE OF SAID CERTIFIED SURVEY MAP AND ALONG THE NORTHEAST RIGHT OF WAY OF NORTH BROOM STREET, 99.01 FEET TO THE POINT OF BEGINNING, THENCE N 45°57'55" E, 134.46 FEET, THENCE S 44°01'35" E, 125.71 FEET TO THE SOUTHEAST LINE OF LOT 1 OF SAID CERTIFIED SURVEY MAP, THENCE S 60°53'57" W ALONG SAID SOUTHEAST LINE, 56.12 FEET, THENCE S 45°59'51" W ALONG SAID SOUTHEAST LINE, 15.49 FEET TO THE NORTHEAST LINE OF LOT 3 OF SAID CERTIFIED SURVEY MAP, THENCE N 44°02'33" W ALONG SAID NORTHEAST LINE, 106.67 FEET, THENCE S 45°57'55" W, 89.08 FEET TO THE SOUTHWEST LINE OF SAID CERTIFIED SURVEY MAP AND SAID NORTHEAST RIGHT OF WAY, THENCE N 44°59'30" W ALONG SAID SOUTHWEST LINE AND SAID NORTHEAST RIGHT OF WAY, 23.50 FEET TO THE POINT OF BEGINNING AND THERE TERMINATING.

LEGAL DESCRIPTION FOR STAIR EASEMENT

PART OF LOT 2 OF CERTIFIED SURVEY MAP #10719 AND PART OF LOTS 15 AND 16, BLOCK 52, ORIGINAL PLAT OF THE CITY OF MADISON, LOCATED IN PART OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 9 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN, DESCRIBED AS FOLLOW:
COMMENCING AT THE MOST SOUTHERLY CORNER OF CERTIFIED SURVEY MAP #10719, THENCE N 45°59'10" E ALONG THE NORTHEAST RIGHT OF WAY OF WEST WASHINGTON AVENUE, 202.76 FEET, THENCE N 44°01'24" W, 111.42 FEET TO THE POINT OF BEGINNING, THENCE N 45°57'01" W, 12.66 FEET, THENCE N 44°01'24" W, 19.66 FEET, THENCE N 45°57'01" E, 12.66 FEET, THENCE S 44°01'24" E, 19.66 FEET TO THE POINT OF BEGINNING AND THERE TERMINATING.

LEGAL DESCRIPTION FOR EXIT PASSAGE EASEMENT(SEE SHEET 8)

PART OF LOTS 1 AND 2 OF CERTIFIED SURVEY MAP #10719 AND PART OF LOTS 5 AND 6, BLOCK 52, ORIGINAL PLAT OF THE CITY OF MADISON, LOCATED IN PART OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 9 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE MOST NORTHERLY CORNER OF CERTIFIED SURVEY MAP #10719, THENCE S 45°50'21" W ALONG THE NORTHEAST RIGHT OF WAY OF WEST MIFFLIN STREET, 54.50 FEET TO THE POINT OF BEGINNING, THENCE S 44°01'24" E, 72.77 FEET, THENCE N 46°09'02" W, 21.75 FEET, THENCE N 13°01'56" W, 6.44 FEET, THENCE N 45°58'35" E, 15.17 FEET, THENCE N 44°01'36" W, 35.06 FEET, THENCE N 45°56'47" E, 1.58 FEET, THENCE N 44°01'24" W, 51.99 FEET TO SAID NORTHEAST RIGHT OF WAY, THENCE N 45°50'21" E ALONG SAID NORTHEAST RIGHT OF WAY, 1.50 FEET TO THE POINT OF BEGINNING AND THERE TERMINATING.



REVISIONS	
T.P.	12-11-06
T.P.	3-6-07
T.P.	5-3-07
T.P.	6-11-07
T.P.	6-12-07
	POB #0x860

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1101 BRILOWSKI ROAD SUITE D
STEVENS POINT, WI 54481
1(715)344-9999

SHEET 4 OF 20

SECOND ADDENDUM TO METROPOLITAN PLACE RESIDENTIAL CONDOMINIUM

BEING PART OF LOTS 1 AND 4 OF CERTIFIED SURVEY MAP #10719 AND BEING PART OF LOTS 1, 2, 3, 4, 5, 6, 13, 14, 15, 16 AND 17, BLOCK 52, ORIGINAL PLAT OF THE CITY OF MADISON, LOCATED IN PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 9 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN.

PROPOSED EASEMENTS EXHIBIT "D"

LEGAL DESCRIPTION FOR COMMERCIAL PARKING INGRESS/EGRESS EASEMENT

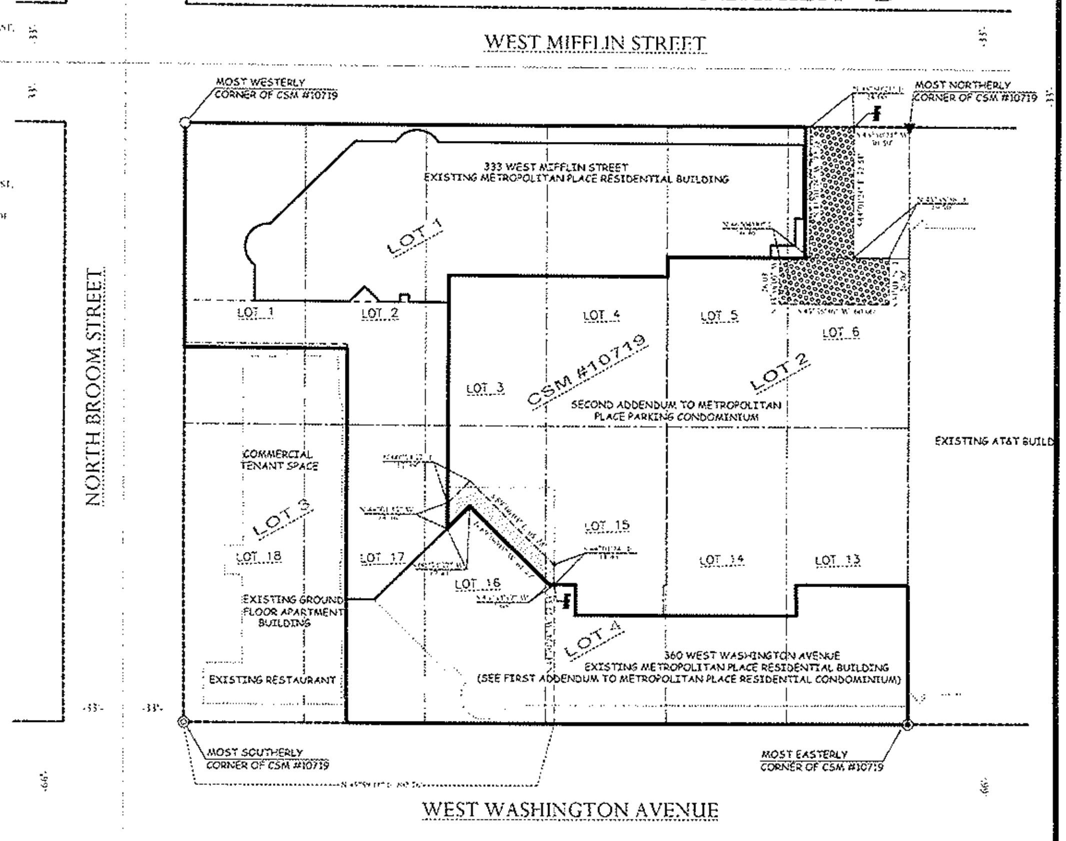
PART OF LOT 2 OF CERTIFIED SURVEY MAP #10719 AND PART OF LOTS 5 AND 6, BLOCK 52, ORIGINAL PLAT OF THE CITY OF MADISON, LOCATED IN PART OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 9 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

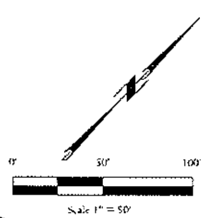
COMMENCING AT THE MOST NORTHERLY CORNER OF CERTIFIED SURVEY MAP #10719; THENCE S 45°50'21" W ALONG THE NORTHEAST RIGHT OF WAY OF WEST MIFFLIN STREET, 40.50 FEET TO THE POINT OF BEGINNING; THENCE S 44°01'24" E, 72.[illegible] FEET; THENCE N 47°58'46" E, 19.50 FEET; THENCE S 44°01'24" E, 26.00 FEET; THENCE S 45°58'[illegible]" W, 60.00 FEET; THENCE N 43°56'00" W, 26.03 FEET; THENCE N 46°04'00" E, 16.46 FEET; THENCE N 44°01'24" W, 72.78 FEET TO SAID NORTHEAST RIGHT OF WAY; THENCE N 45°50'21" E ALONG SAID NORTHEAST RIGHT OF WAY, 24.00 FEET TO THE POINT OF BEGINNING AND THERE TERMINATING.

LEGAL DESCRIPTION FOR 10' ACCESS EASEMENT FOR THE PURPOSE OF FACADE MAINTENANCE AND REPAIR

PART OF LOT 1 OF CERTIFIED SURVEY MAP #10719 AND PART OF LOTS 15 AND 16, BLOCK 52, ORIGINAL PLAT OF THE CITY OF MADISON, LOCATED IN PART OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 9 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF CERTIFIED SURVEY MAP #10719; THENCE N 45°59'11" E ALONG THE NORTHERLY RIGHT OF WAY OF WEST WASHINGTON AVENUE, 202.76 FEET; THENCE N 44°01'24" W, 77.55 FEET TO THE POINT OF BEGINNING; THENCE N 45°53'57" W, 2.65 FEET; THENCE N 89°06'03" W, 61.47 FEET; THENCE S 00°53'57" W, 17.41 FEET; THENCE N 44°01'57" W, 14.16 FEET; THENCE N 00°53'57" E, 17.39 FEET; THENCE S 89°06'03" E, 65.78 FEET; THENCE N 44°01'24" E, 11.45 FEET TO THE POINT OF BEGINNING AND THERE TERMINATING.





REVISIONS	
T.P.	12-11-06
T.P.	3-6-07
T.P.	4-24-07
T.P.	6-11-07
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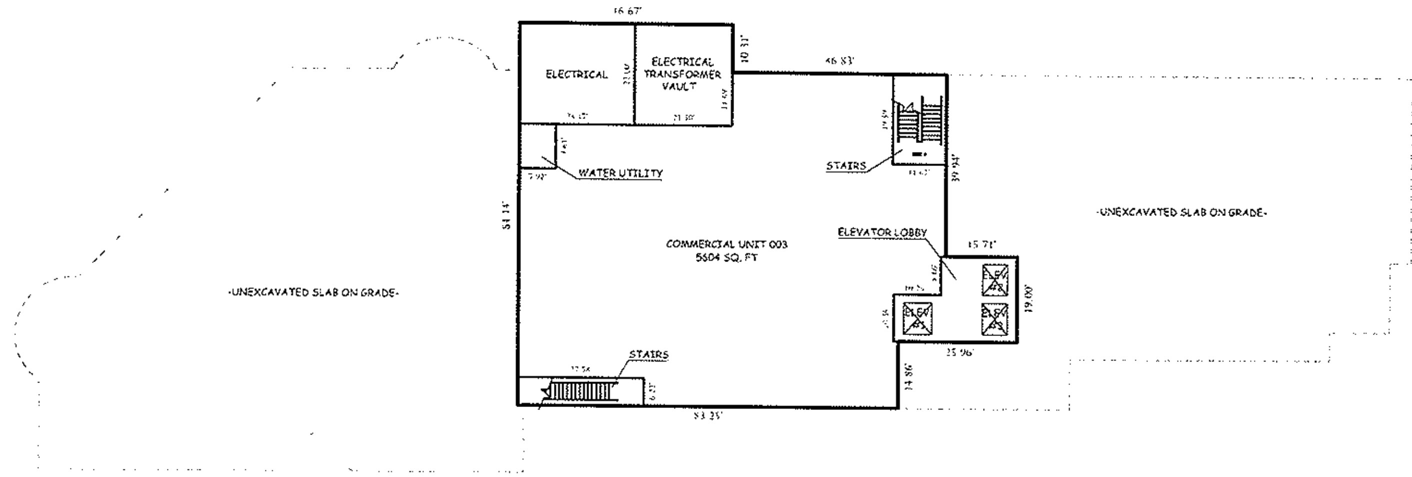
SHEET 5 OF 20

SECOND ADDENDUM TO METROPOLITAN PLACE RESIDENTIAL CONDOMINIUM

BEING PART OF LOTS 1 AND 4 OF CERTIFIED SURVEY MAP #10719 AND BEING PART OF LOTS 1, 2, 3, 4, 5, 6, 13, 14, 15, 16 AND 17, BLOCK 52, ORIGINAL PLAT OF THE CITY OF MADISON, LOCATED IN PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 9 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN.

BASEMENT FLOOR PLAN
333 WEST MIFFLIN STREET



NOTE:
STAIRS, WATER UTILITY, ELECTRICAL, ELECTRICAL TRANSFORMER VAULT, AND ELEVATOR LOBBY ARE COMMON ELEMENTS.

0' 20' 40'
Scale 1" = 20'

REVISIONS	
T.P.	12-11-06
T.P.	3-23-07
T.P.	5-30-07
T.P.	6-5-07
T.P.	6-11-07
	POB #05 860

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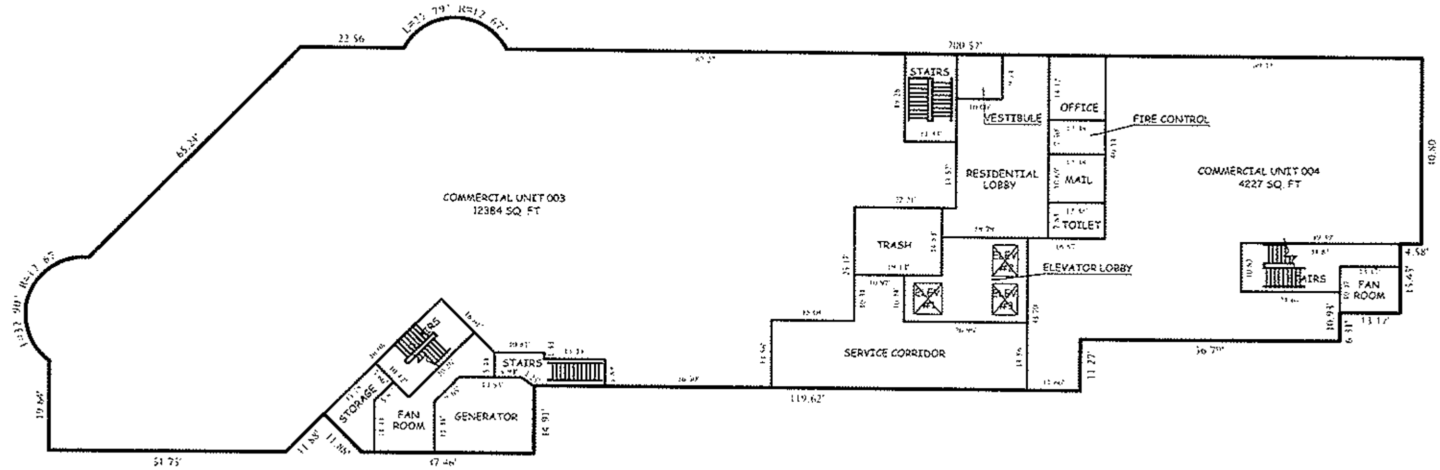
1(715)344-9999

SHEET 6 OF 20

SECOND ADDENDUM TO METROPOLITAN PLACE RESIDENTIAL CONDOMINIUM

BEING PART OF LOTS 1 AND 4 OF CERTIFIED SURVEY MAP #10719 AND BEING PART OF LOTS 1, 2, 3, 4, 5, 6, 13, 14, 15, 16 AND 17, BLOCK 52, ORIGINAL PLAT OF THE CITY OF MADISON, LOCATED IN PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 9 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN.

FIRST FLOOR PLAN
333 WEST MIFFLIN STREET



NOTE:
THE FOLLOWING AREAS ARE COMMON ELEMENTS:
STORAGE, STAIRS, FAN ROOM, GENERATOR, SERVICE CORRIDOR,
TRASH, ELEVATOR LOBBY, ELEVATORS, RESIDENTIAL LOBBY,
VESTIBULE, OFFICE, FIRE CONTROL, MAIL, AND TOILET.

0' 20' 40'
Scale 1" = 20'

REVISIONS	
T P	12-11-06
T P	3-23-07
T P	5-30-07
T P	6-5-07
T P	6-11-07
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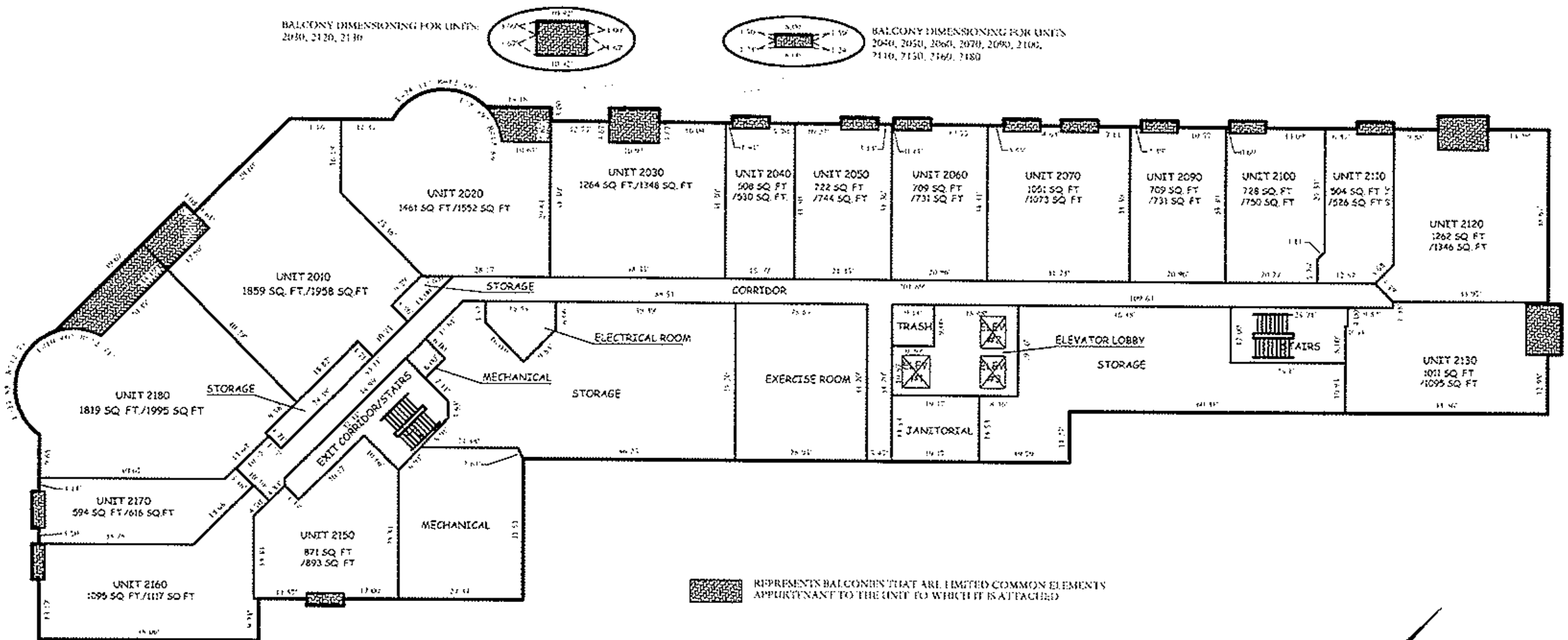
SHEET 7 OF 20

SECOND ADDENDUM TO METROPOLITAN PLACE RESIDENTIAL CONDOMINIUM

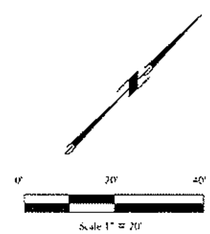
BEING PART OF LOTS 1 AND 4 OF CERTIFIED SURVEY MAP #10719 AND BEING PART OF LOTS 1, 2, 3, 4, 5, 6, 13, 14, 15, 16 AND 17, BLOCK 52, ORIGINAL PLAT OF THE CITY OF MADISON, LOCATED IN PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 9 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN.

SECOND FLOOR PLAN
333 WEST MIFFLIN STREET



REPRESENTS BALCONIES THAT ARE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT TO WHICH IT IS ATTACHED

NOTE
THE FOLLOWING AREAS ARE COMMON ELEMENTS
MECHANICAL, EXIT CORRIDOR, STAIRS, CORRIDOR, ELECTRICAL ROOM, STORAGE, EXERCISE ROOM, JANITORIAL, ELEVATOR LOBBY, ELEVATOR, TRASH



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T P	12-11-06
T P	3-23-07
T P	5-30-07
T P	6-11-07

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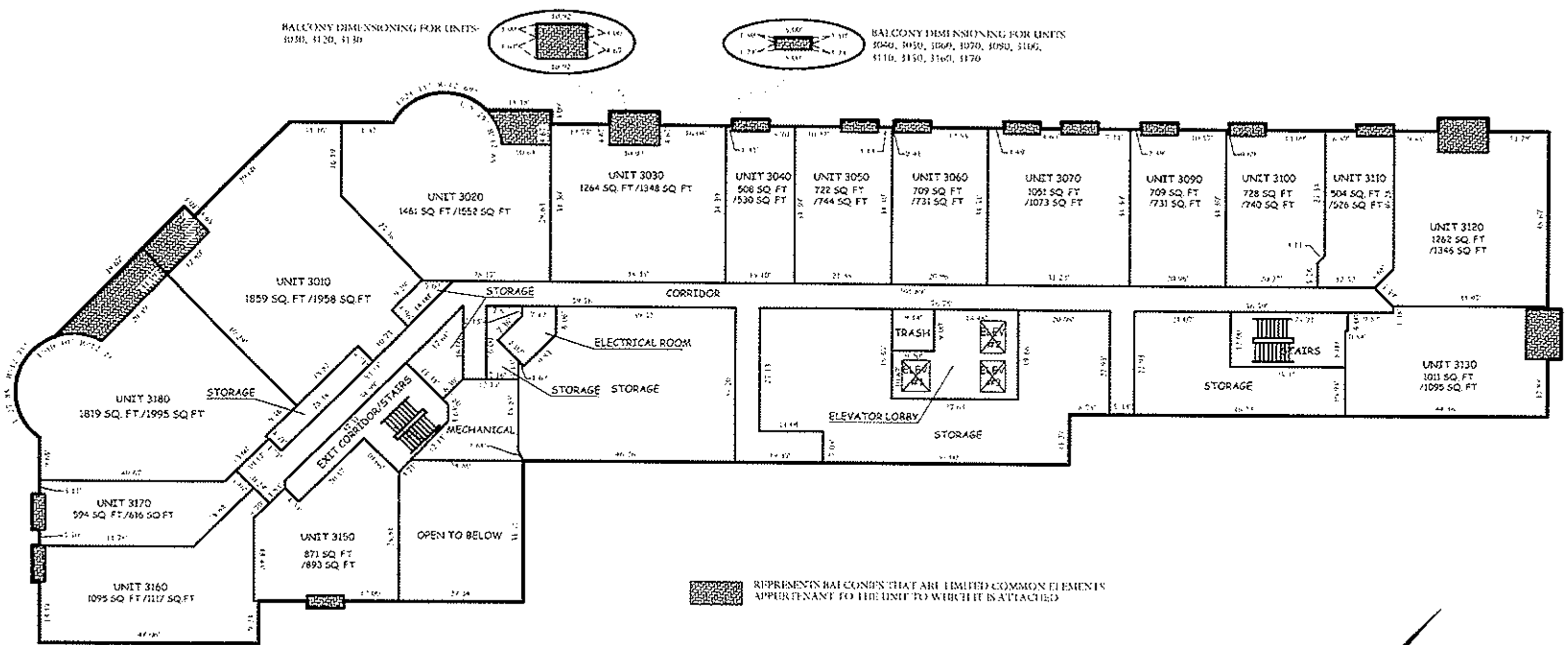
SHEET 8 OF 20

SECOND ADDENDUM TO METROPOLITAN PLACE RESIDENTIAL CONDOMINIUM

BEING PART OF LOTS 1 AND 4 OF CERTIFIED SURVEY MAP #10719 AND BEING PART OF LOTS 1, 2, 3, 4, 5, 6, 13, 14, 15, 16 AND 17, BLOCK 52, ORIGINAL PLAT OF THE CITY OF MADISON, LOCATED IN PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 9 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN.

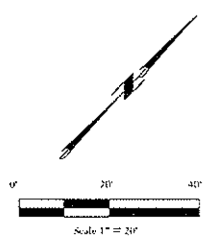
THIRD FLOOR PLAN
333 WEST MIFFLIN STREET



REPRESENTS BALCONIES THAT ARE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT TO WHICH IT IS ATTACHED

NOTE:
THE FOLLOWING AREAS ARE COMMON ELEMENTS
MECHANICAL, EXIT CORRIDOR, STAIRS, CORRIDOR, ELECTRICAL ROOM, STORAGE, ELEVATOR LOBBY, TRASH, ELEVATOR

NOTE:
THE FIRST SQUARE FOOTAGE NUMBER REPRESENTS THE AREA OF THE UNIT ITSELF. THE SECOND NUMBER REPRESENTS THE AREA OF THE UNIT PLUS THE AREA OF APPURTENANT BALCONIES AND/OR TERRACES



REVISIONS	
T P	12-11-06
T P	3-23-07
T P	5-30-07
T P	6-11-07
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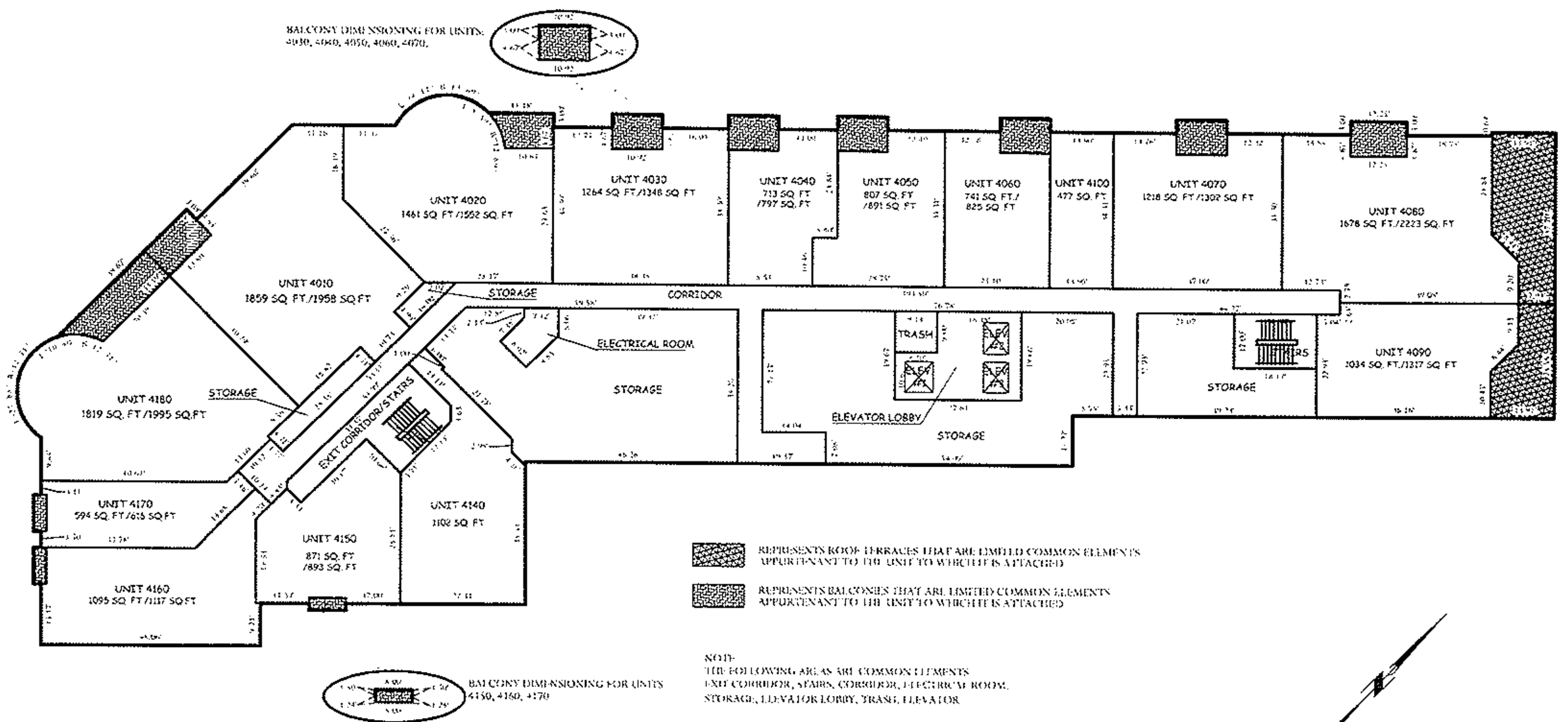
SECOND ADDENDUM TO METROPOLITAN PLACE RESIDENTIAL CONDOMINIUM

BEING PART OF LOTS 1 AND 4 OF CERTIFIED SURVEY MAP #10719 AND BEING PART OF LOTS 1, 2, 3, 4, 5, 6, 13, 14, 15, 16 AND 17, BLOCK 52, ORIGINAL PLAT OF THE CITY OF MADISON, LOCATED IN PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 9 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN.

FOURTH FLOOR PLAN
333 WEST MIFFLIN STREET



REPRESENTS ROOF TERRACES THAT ARE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT TO WHICH IT IS ATTACHED

REPRESENTS BALCONIES THAT ARE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT TO WHICH IT IS ATTACHED

NOTE:
THE FOLLOWING AREAS ARE COMMON ELEMENTS:
EXIT CORRIDOR, STAIRS, CORRIDOR, ELECTRICAL ROOM, STORAGE, ELEVATOR LOBBY, TRASH, ELEVATOR

NOTE:
THE FIRST SQUARE FOOTAGE NUMBER REPRESENTS THE AREA OF THE UNIT ITSELF. THE SECOND NUMBER REPRESENTS THE AREA OF THE UNIT PLUS THE AREA OF APPURTENANT BALCONIES AND/OR TERRACES

0 20' 40'
Scale 1" = 20'

REVISIONS	
T P	12-11-06
T P	3-23-07
T P	5-30-07
T P	6-11-07

POB #05-860

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STEVENS POINT, WI 54481
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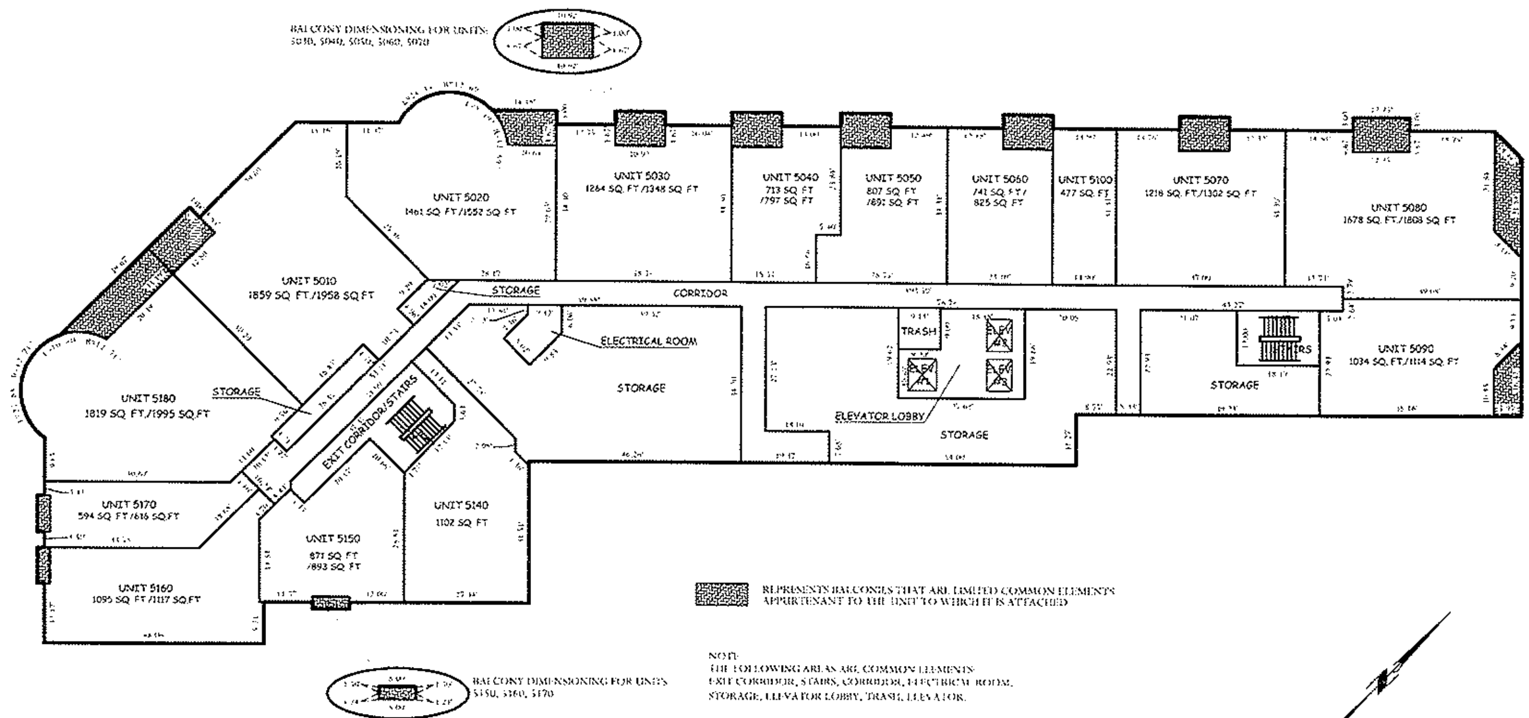
SHEET 10 OF 20

SECOND ADDENDUM TO METROPOLITAN PLACE RESIDENTIAL CONDOMINIUM

BEING PART OF LOTS 1 AND 4 OF CERTIFIED SURVEY MAP #10719 AND BEING PART OF LOTS 1, 2, 3, 4, 5, 6, 13, 14, 15, 16 AND 17, BLOCK 52, ORIGINAL PLAT OF THE CITY OF MADISON, LOCATED IN PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 9 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN.

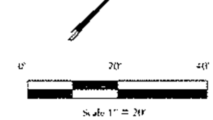
FIFTH FLOOR PLAN
333 WEST MIFFLIN STREET



REPRESENTS BALCONIES THAT ARE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT TO WHICH IT IS ATTACHED

NOTE:
THE FOLLOWING AREAS ARE COMMON ELEMENTS: EXIT CORRIDOR, STAIRS, CORRIDOR, ELECTRICAL ROOM, STORAGE, ELEVATOR LOBBY, TRASH, ELEVATOR.

NOTE:
THE FIRST SQUARE FOOTAGE NUMBER REPRESENTS THE AREA OF THE UNIT ITSELF. THE SECOND NUMBER REPRESENTS THE AREA OF THE UNIT PLUS THE AREA OF APPURTENANT BALCONIES AND/OR TERRACES



REVISIONS	
TP	12-11-06
TP	3-23-07
TP	5-30-07
TP	6-11-07
POB #05-360	

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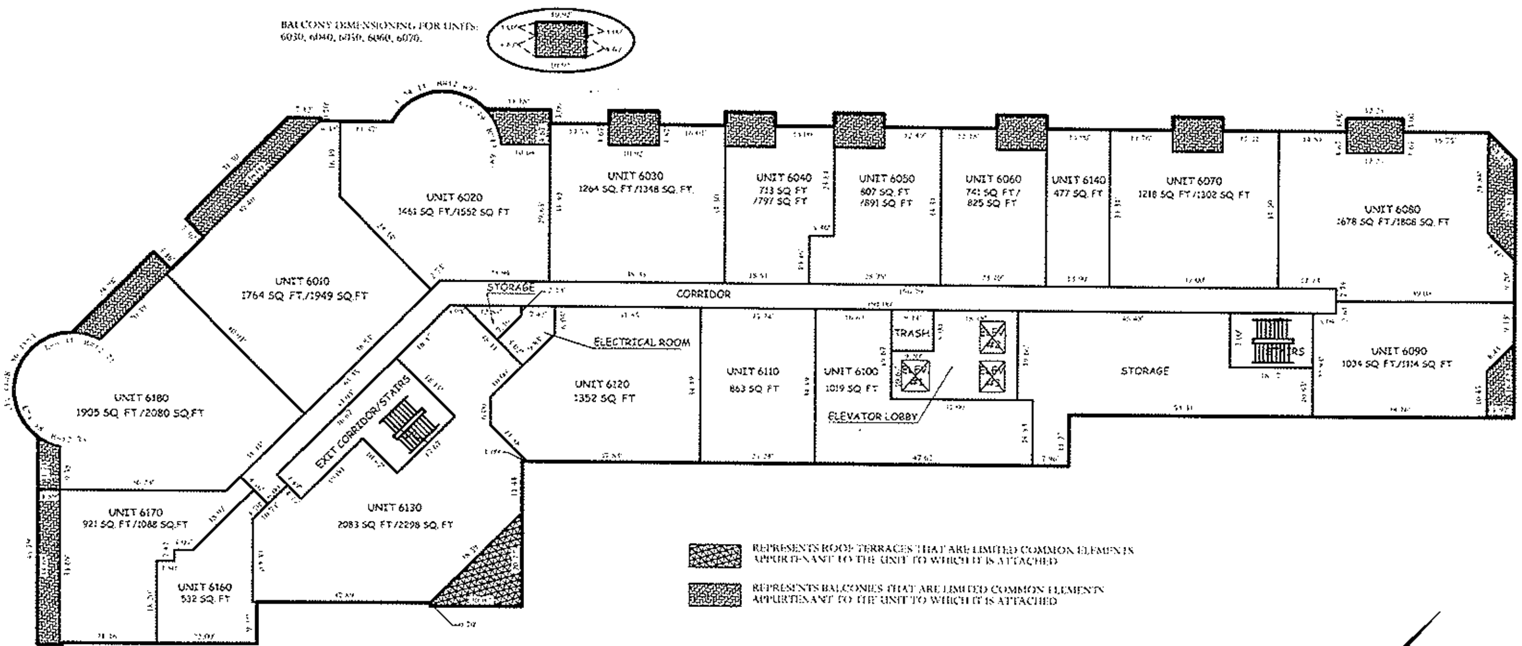
SHEET 11 OF 20

SECOND ADDENDUM TO METROPOLITAN PLACE RESIDENTIAL CONDOMINIUM

BEING PART OF LOTS 1 AND 4 OF CERTIFIED SURVEY MAP #10719 AND BEING PART OF LOTS 1, 2, 3, 4, 5, 6, 13, 14, 15, 16 AND 17, BLOCK 52, ORIGINAL PLAT OF THE CITY OF MADISON, LOCATED IN PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 9 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN.

SIXTH FLOOR PLAN
333 WEST MIFFLIN STREET



REPRESENTS ROOF TERRACES THAT ARE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT TO WHICH IT IS ATTACHED

REPRESENTS BALCONIES THAT ARE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT TO WHICH IT IS ATTACHED

NOTE:
THE FOLLOWING AREAS ARE COMMON ELEMENTS
EXIT CORRIDOR, STAIRS, CORRIDOR, ELECTRICAL ROOM, STORAGE, ELEVATOR LOBBY, TRASH, ELEVATOR.

NOTE:
THE FIRST SQUARE FOOTAGE NUMBER REPRESENTS THE AREA OF THE UNIT ITSELF. THE SECOND NUMBER REPRESENTS THE AREA OF THE UNIT PLUS THE AREA OF APPURTENANT BALCONIES AND/OR TERRACES

0' 20' 40'
Scale 1" = 20'

REVISIONS	
T P	12-11-06
T P	3-23-07
T P	5-29-07
T P	6-11-07

POB #05-860

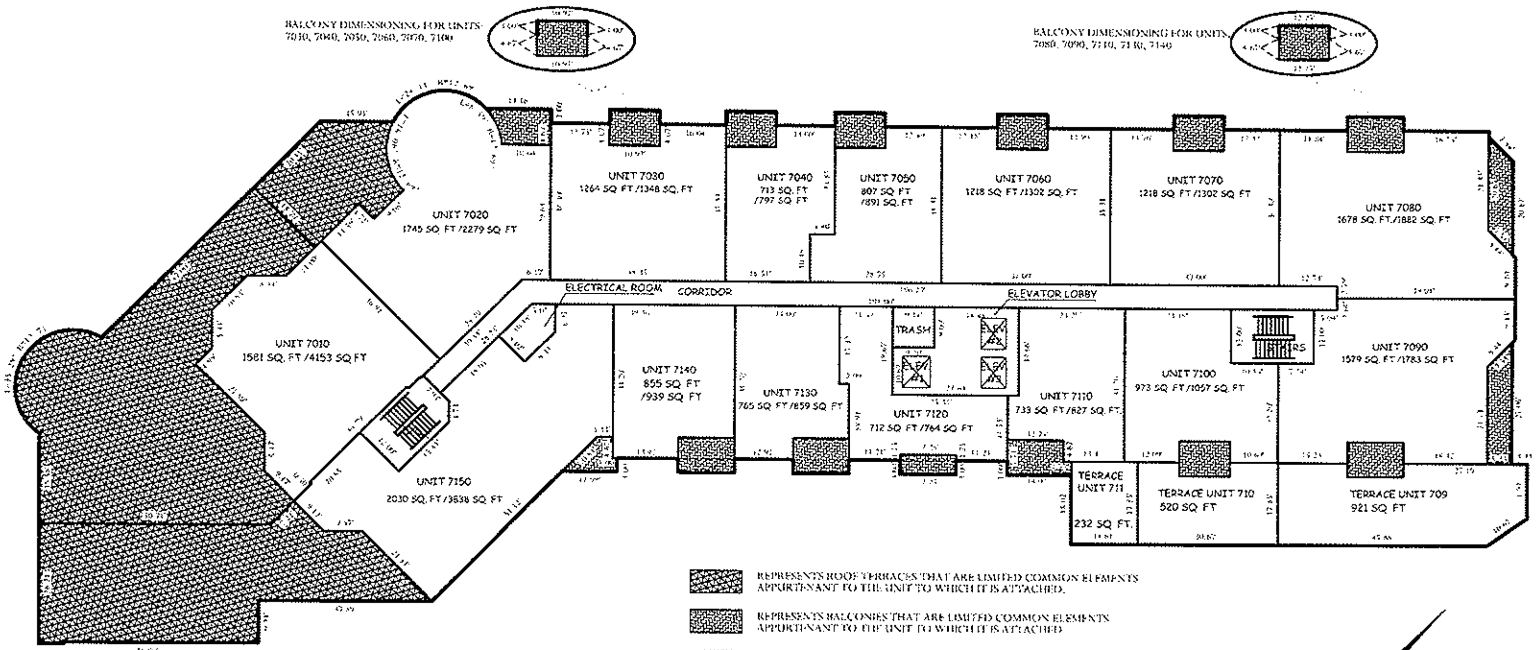
POINT OF BEGINNING INC
LAND SURVEYING
LANDSCAPE ARCHITECTURE
1101 BRILOWSKI ROAD SUITE D
STEVENS POINT, WI 54481
1(715)344-9999

SHEET 12 OF 20

SECOND ADDENDUM TO METROPOLITAN PLACE RESIDENTIAL CONDOMINIUM

BEING PART OF LOTS 1 AND 4 OF CERTIFIED SURVEY MAP #10719 AND BEING PART OF LOTS 1, 2, 3, 4, 5, 6, 13, 14, 15, 16 AND 17, BLOCK 52, ORIGINAL PLAT OF THE CITY OF MADISON, LOCATED IN PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 9 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN.

SEVENTH FLOOR PLAN
333 WEST MIFFLIN STREET

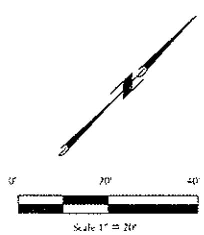


REPRESENTS ROOF TERRACES THAT ARE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT TO WHICH IT IS ATTACHED.

REPRESENTS BALCONIES THAT ARE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT TO WHICH IT IS ATTACHED.

NOTE:
THE FOLLOWING AREAS ARE COMMON ELEMENTS:
STAIRS, CORRIDOR, ELECTRICAL ROOM,
ELEVATOR LOBBY, TRASH, ELEVATOR

NOTE:
THE FIRST SQUARE FOOTAGE NUMBER REPRESENTS THE AREA OF THE UNIT ITSELF. THE SECOND NUMBER REPRESENTS THE AREA OF THE UNIT PLUS THE AREA OF APPURTENANT BALCONIES AND/OR TERRACES.



REVISIONS	
T.P.	12-11-06
T.P.	3-23-07
T.P.	5-30-07
T.P.	6-5-07
T.P.	6-11-07
POB #05 860	

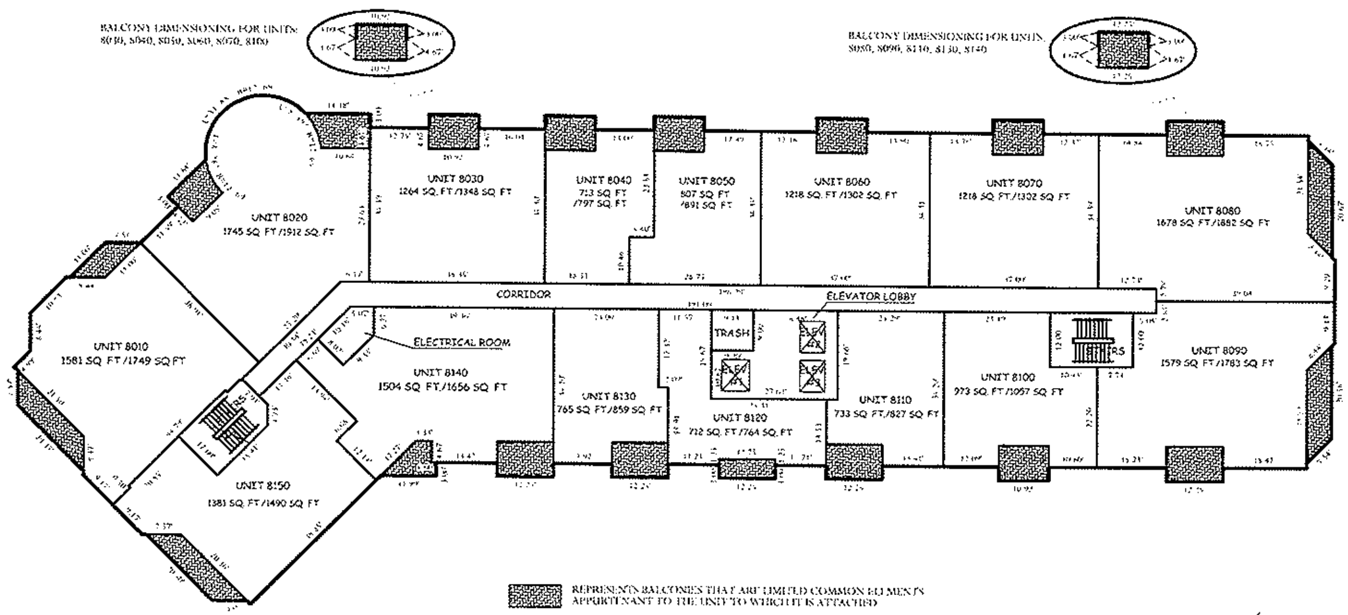
POINT OF BEGINNING INC
LAND SURVEYING
LANDSCAPE ARCHITECTURE
1101 BRILOWSKI ROAD SUITE D
STEVENS POINT, WI 54481
1(715)344-9999

SHEET 13 OF 20

SECOND ADDENDUM TO METROPOLITAN PLACE RESIDENTIAL CONDOMINIUM

BEING PART OF LOTS 1 AND 4 OF CERTIFIED SURVEY MAP #10719 AND BEING PART OF LOTS 1, 2, 3, 4, 5, 6, 13, 14, 15, 16 AND 17, BLOCK 52, ORIGINAL PLAT OF THE CITY OF MADISON, LOCATED IN PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 9 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN.

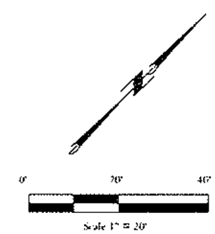
EIGHTH FLOOR PLAN
333 WEST MIFFLIN STREET



REPRESENTS BALCONIES THAT ARE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT TO WHICH IT IS ATTACHED

NOTE:
THE FOLLOWING AREAS ARE COMMON ELEMENTS
STAIRS, CORRIDOR, ELECTRICAL ROOM,
ELEVATOR LOBBY, TRASH, ELEVATOR

NOTE:
THE FIRST SQUARE FOOTAGE NUMBER REPRESENTS THE AREA
OF THE UNIT ITSELF. THE SECOND NUMBER REPRESENTS THE AREA
OF THE UNIT PLUS THE AREA OF APPURTENANT BALCONIES AND/OR TERRACES



REVISIONS	
T P	12-11-06
T P	3-23-07
T P	5-30-07
T P	6-11-07

POB #07-860

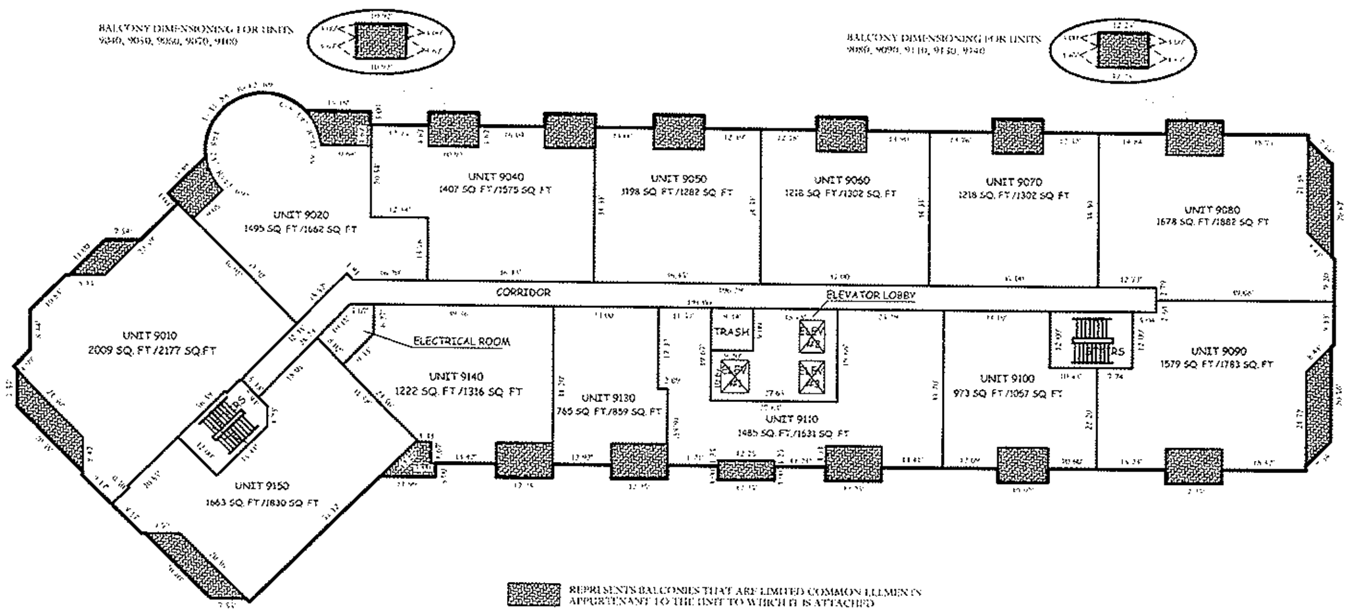
POINT OF BEGINNING INC
LAND SURVEYING
LANDSCAPE ARCHITECTURE
1101 BRILOWSKI ROAD SUITE D
STEVENS POINT, WI 54481
1(715)344-9999

SHEET 14 OF 20

SECOND ADDENDUM TO METROPOLITAN PLACE RESIDENTIAL CONDOMINIUM

BEING PART OF LOTS 1 AND 4 OF CERTIFIED SURVEY MAP #10719 AND BEING PART OF LOTS 1, 2, 3, 4, 5, 6, 13, 14, 15, 16 AND 17, BLOCK 52, ORIGINAL PLAT OF THE CITY OF MADISON, LOCATED IN PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 9 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN.

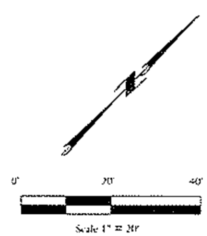
NINTH FLOOR PLAN
333 WEST MIFFLIN STREET



REPRESENTS BALCONIES THAT ARE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT TO WHICH IT IS ATTACHED

NOTE:
THE FOLLOWING AREAS ARE COMMON ELEMENTS
STAIRS, CORRIDOR, ELECTRICAL ROOM,
ELEVATOR LOBBY, TRASH, ELEVATOR

NOTE:
THE FIRST SQUARE FOOTAGE NUMBER REPRESENTS THE AREA OF THE UNIT ITSELF. THE SECOND NUMBER REPRESENTS THE AREA OF THE UNIT PLUS THE AREA OF APPURTENANT BALCONIES AND/OR TERRACES



REVISIONS	
T P	12-11-06
T P	5-25-07
T P	5-29-07
T P	6-11-07
	POB #05 860

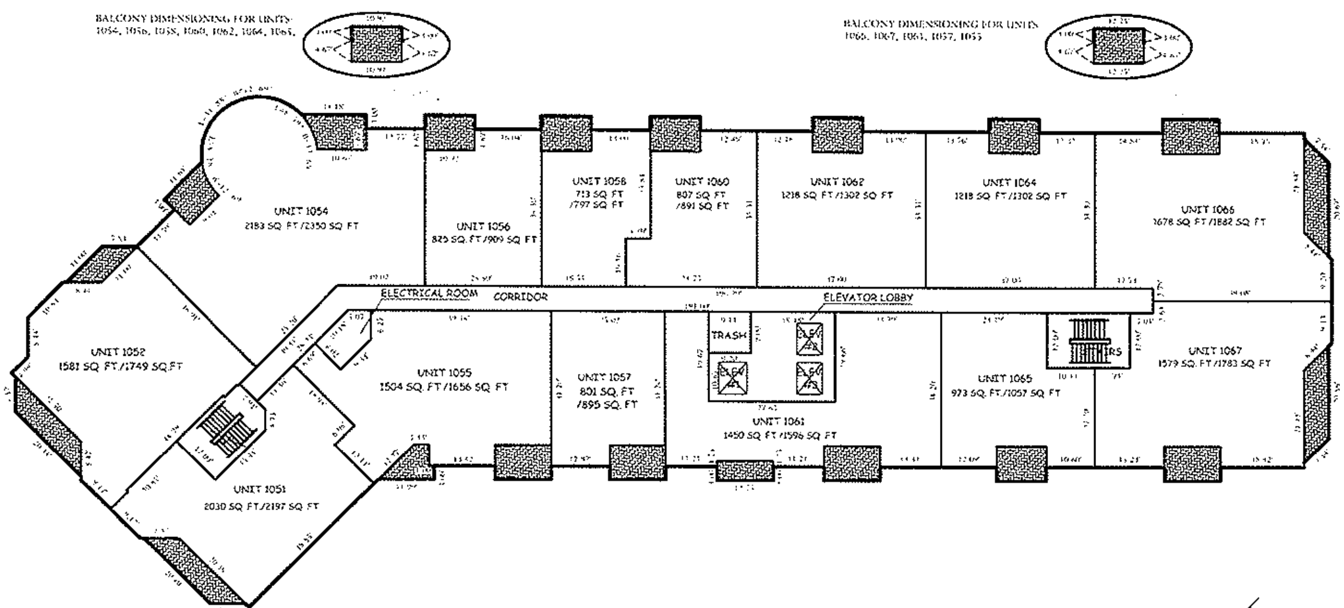
POINT OF BEGINNING INC
LAND SURVEYING
LANDSCAPE ARCHITECTURE
1101 BRILOWSKI ROAD SUITE D
STEVENS POINT, WI 54481
1(715)344-9999

SHEET 15 OF 20

SECOND ADDENDUM TO METROPOLITAN PLACE RESIDENTIAL CONDOMINIUM

BEING PART OF LOTS 1 AND 4 OF CERTIFIED SURVEY MAP #10719 AND BEING PART OF LOTS 1, 2, 3, 4, 5, 6, 13, 14, 15, 16 AND 17, BLOCK 52, ORIGINAL PLAT OF THE CITY OF MADISON, LOCATED IN PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 9 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN.

TENTH FLOOR PLAN
333 WEST MIFFLIN STREET



REPRESENTS BALCONIES THAT ARE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT TO WHICH IT IS ATTACHED

NOTE:
THE FOLLOWING AREAS ARE COMMON ELEMENTS
STAIRS, CORRIDOR, ELECTRICAL ROOM,
ELEVATOR LOBBY, TRASH, ELEVATOR

NOTE:
THE FIRST SQUARE FOOTAGE NUMBER REPRESENTS THE AREA
OF THE UNIT ITSELF. THE SECOND NUMBER REPRESENTS THE AREA
OF THE UNIT PLUS THE AREA OF APPURTENANT BALCONIES AND/OR TERRACES

0' 20' 40'
Scale 1" = 20'

REVISIONS
T P 12-11-06
T P 3-23-07
T P 5-29-07
T P 6-7-07
T P 6-11-07
POB #05-860

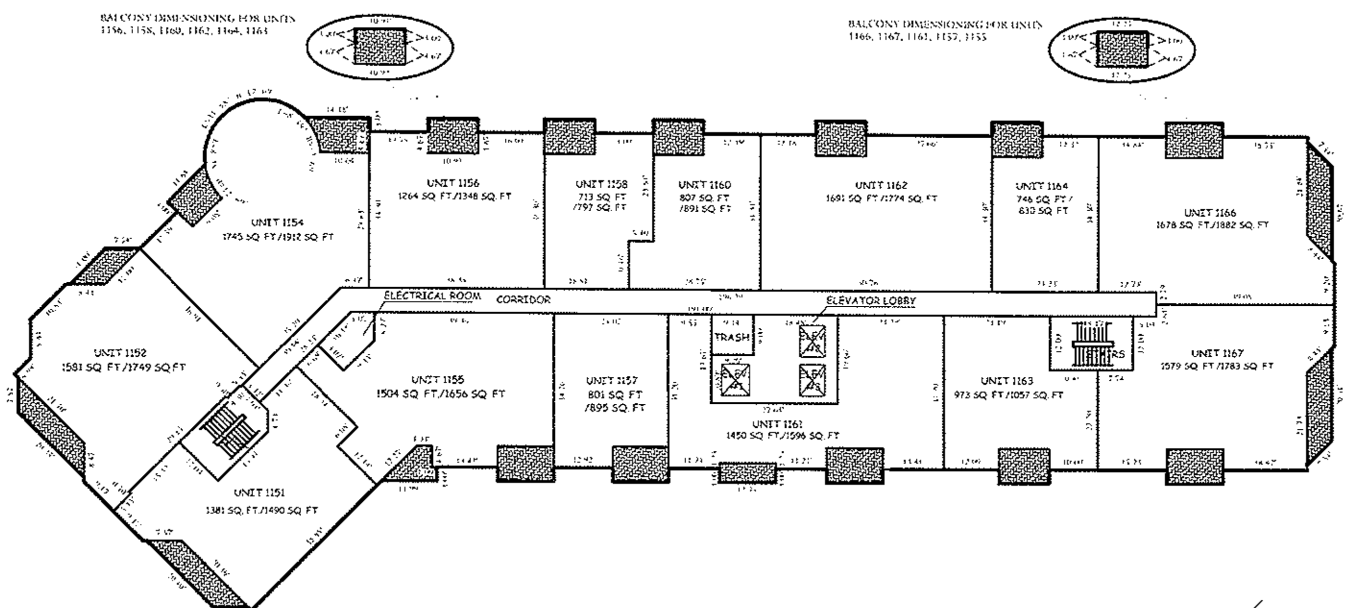
POINT OF BEGINNING INC
LAND SURVEYING
LANDSCAPE ARCHITECTURE
1101 BRILOWSKI ROAD SUITE D
STEVENS POINT, WI 54481
1(715)344-9999

SHEET 16 OF 20

SECOND ADDENDUM TO METROPOLITAN PLACE RESIDENTIAL CONDOMINIUM

BEING PART OF LOTS 1 AND 4 OF CERTIFIED SURVEY MAP #10719 AND BEING PART OF LOTS 1, 2, 3, 4, 5, 6, 13, 14, 15, 16 AND 17, BLOCK 52, ORIGINAL PLAT OF THE CITY OF MADISON, LOCATED IN PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 9 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN.

ELEVENTH FLOOR PLAN
333 WEST MIFFLIN STREET



REPRESENTS BALCONIES THAT ARE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT TO WHICH IT IS ATTACHED

NOTE:
THE FOLLOWING AREAS ARE COMMON ELEMENTS
STAIRS, CORRIDOR, ELECTRICAL ROOM,
ELEVATOR LOBBY, TRASH, ELEVATOR

NOTE:
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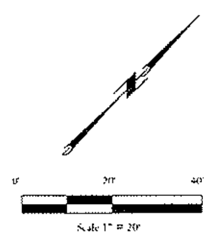


REVISIONS	
T P	12-11-06
T P	5-23-07
T P	5-29-07
T P	6-5-07
T P	6-7-07
T P	6-11-07
	POB #05 860

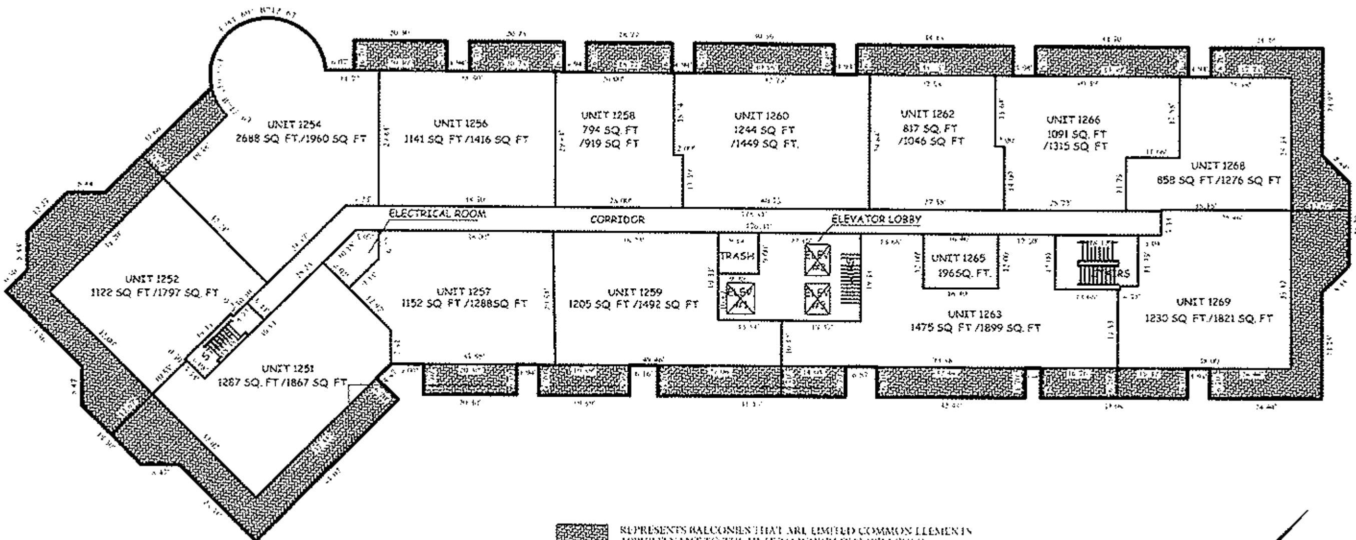
POINT OF BEGINNING INC
LAND SURVEYING
LANDSCAPE ARCHITECTURE
1101 BRILOWSKI ROAD SUITE D
STEVENS POINT, WI 54481
1(715)344-9999

SHEET 17 OF 20

SECOND ADDENDUM TO METROPOLITAN PLACE RESIDENTIAL CONDOMINIUM

BEING PART OF LOTS 1 AND 4 OF CERTIFIED SURVEY MAP #10719 AND BEING PART OF LOTS 1, 2, 3, 4, 5, 6, 13, 14, 15, 16 AND 17, BLOCK 52, ORIGINAL PLAT OF THE CITY OF MADISON, LOCATED IN PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 9 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN.

PENTHOUSE LOWER FLOOR PLAN
333 WEST MIFFLIN STREET



REPRESENTS BALCONIES THAT ARE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT TO WHICH IT IS ATTACHED

NOTE:
THE FOLLOWING AREAS ARE COMMON ELEMENTS
STAIRS, CORRIDOR, ELECTRICAL ROOM,
ELEVATOR LOBBY, TRASH, ELEVATOR

NOTE:
THE FIRST SQUARE FOOTAGE NUMBER REPRESENTS THE AREA OF THE UNIT ITSELF. THE SECOND NUMBER REPRESENTS THE AREA OF THE UNIT PLUS THE AREA OF APPURTENANT BALCONIES AND/OR TERRACES

0' 20' 40'
Scale 1" = 20'

REVISIONS

T P	12-11-06
T P	3-23-07
T P	5-22-07
T P	5-30-07
T P	6-7-07
T P	6-11-07
	POB #05 860

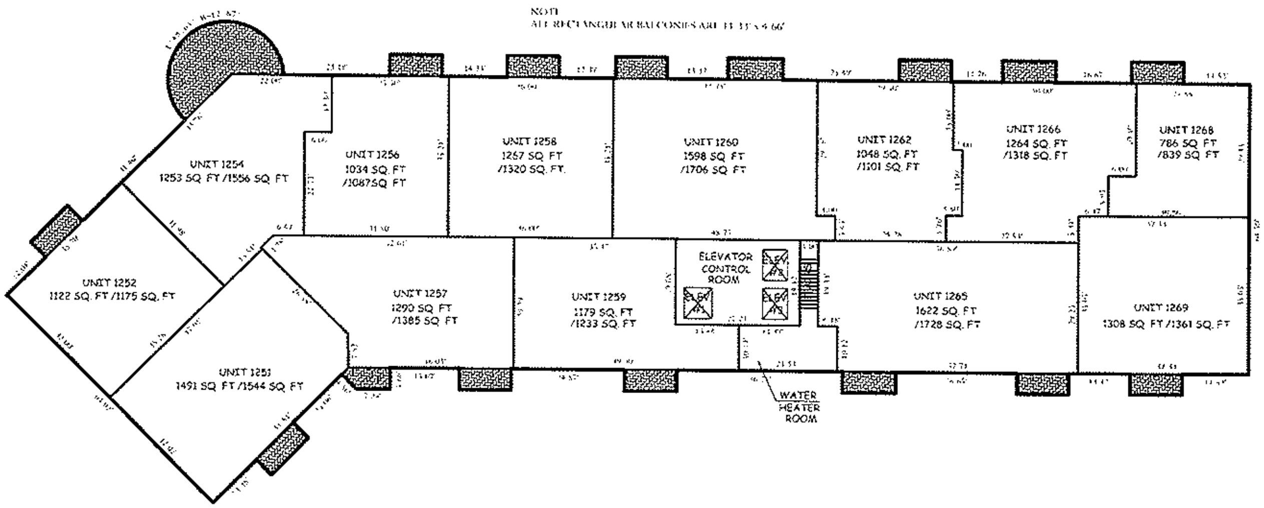
POINT OF BEGINNING INC
LAND SURVEYING
LANDSCAPE ARCHITECTURE
1101 BRILOWSKI ROAD SUITE D
STEVENS POINT, WI 54481
1(715)344-9999

SHEET 18 OF 20

SECOND ADDENDUM TO METROPOLITAN PLACE RESIDENTIAL CONDOMINIUM

BEING PART OF LOTS 1 AND 4 OF CERTIFIED SURVEY MAP #10719 AND BEING PART OF LOTS 1, 2, 3, 4, 5, 6, 13, 14, 15, 16 AND 17, BLOCK 52, ORIGINAL PLAT OF THE CITY OF MADISON, LOCATED IN PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 9 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN.

PENTHOUSE LOFT FLOOR PLAN
333 WEST MIFFLIN STREET



NOTE
ALL RECTANGULAR BALCONIES ARE 11.33' x 4.66'

REPRESENTS BALCONIES THAT ARE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT TO WHICH IT IS ATTACHED

NOTE
THE FOLLOWING AREAS ARE COMMON ELEMENTS:
STAIRS, ELEVATOR, ELEVATOR CONTROL ROOM, WATER HEATER ROOM

NOTE
THE FIRST SQUARE FOOTAGE NUMBER REPRESENTS THE AREA OF THE UNIT ITSELF. THE SECOND NUMBER REPRESENTS THE AREA OF THE UNIT PLUS THE AREA OF APPURTENANT BALCONIES AND/OR TERRACES

0' 20' 40'
Scale 1" = 20'

REVISIONS	
T P	12-11-06
T P	3-23-07
T P	5-22-07
T P	5-30-07
T P	6-5-07
T P	6-7-07
T P	6-11-07
	POB #05 860

POINT OF BEGINNING INC
LAND SURVEYING
LANDSCAPE ARCHITECTURE
1101 BRILOWSKI ROAD SUITE D
STEVENS POINT, WI 54481
1(715)344-9999

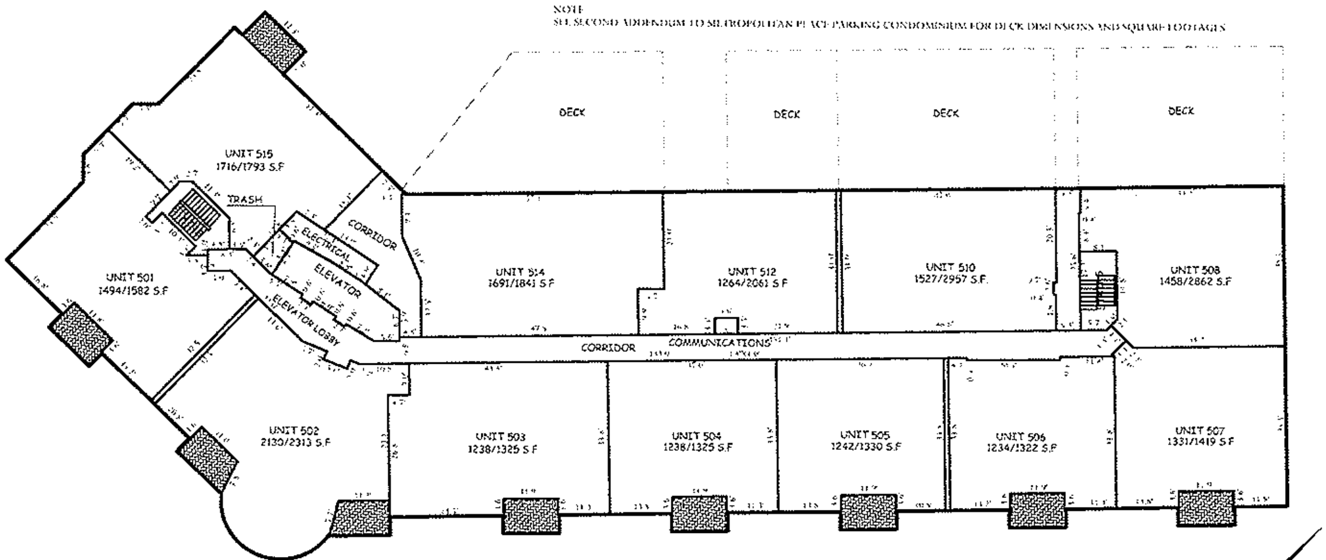
SHEET 19 OF 20

SECOND ADDENDUM TO METROPOLITAN PLACE RESIDENTIAL CONDOMINIUM

BEING PART OF LOTS 1 AND 4 OF CERTIFIED SURVEY MAP #10719 AND BEING PART OF LOTS 1, 2, 3, 4, 5, 6, 13, 14, 15, 16 AND 17, BLOCK 52, ORIGINAL PLAT OF THE CITY OF MADISON, LOCATED IN PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 9 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN.

FIFTH FLOOR PLAN
360 WEST WASHINGTON AVENUE

NOTE
SEE SECOND ADDENDUM TO METROPOLITAN PLACE PARKING CONDOMINIUM FOR DECK DIMENSIONS AND SQUARE FOOTAGES



REPRESENTS BALCONIES THAT ARE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT TO WHICH IT IS ATTACHED

NOTE
THE FOLLOWING AREAS ARE COMMON ELEMENTS
STAIRS, ELEVATOR, ELEVATOR LOBBY, COMMUNICATIONS ROOM, CORRIDOR, ELECTRICAL ROOM AND TRASH ROOM

NOTE
THE FIRST SQUARE FOOTAGE NUMBER REPRESENTS THE AREA OF THE UNIT ITSELF. THE SECOND NUMBER REPRESENTS THE AREA OF THE UNIT PLUS THE AREA OF APPURTENANT BALCONIES AND/OR TERRACES

0' 20' 40'
Scale 1" = 20'

REVISIONS	
T.P.	5-31-07
T.P.	6-12-07
	POB #05-860

POINT OF BEGINNING INC
LAND SURVEYING
LANDSCAPE ARCHITECTURE
1101 BRILOWSKI ROAD SUITE D
STEVENS POINT, WI 54481
1(715)344-9999

SHEET 20 OF 20

EXHIBIT C' TO
DECLARATION OF CONDOMINIUM OF
METROPOLITAN PLACE RESIDENTIAL CONDOMINIUM

The percentage interests of Units in the Common Elements of the Condominium for purposes of sections 5.01 and 5.02 of the Declaration are shown on pages "Exhibit C-1" through "Exhibit C-13", following.

Common Expenses are divided into three basic categories: (a) expenses that are paid separately by the owner of the Commercial Units (see, for example, sections 3.02, 4.02, 6.04, 7.02 and 7.04 as amended) or which do not benefit the Commercial Units (hallway recarpeting, for example); (b) expenses .which are of general benefit for all Units; and (c) expenses of the type paid separately by the Commercial Units but incurred for the Residential Units or expenses not benefiting the Commercial Units [those paid under (a), above], which are in turn divided into (i) expenses defined in section 5.01 of the Declaration, and (ii) expenses defined in section 5.02 of the Declaration. Insurance will be handled in a separate manner, with the allocation of premiums for the Association policies between Commercial and Residential Units being determined by the insurer on the basis of the underwriting characteristics of the different Units.

For example, if total Common Expenses for the year are $100, of which $10 are for Category (a) Expenses, $75 are for Category (b) Expenses, and $15 are for Expenses Category (c) Expenses, the Commercial Units would pay the Category (a) Expenses (divided between them according to their relative share of interests in the Common Elements under section 5.02), all 340 Units would share equally in the Category (b) Common Expenses, and the 338 Residential Units would share as provided in the Category (c) Common Expenses.

Exhibit C
List of Units With Percentage Interest Appurtenant to Each

Unit #	Percentage Interest Under Section 5.01	Percentage Interest Under Section 5.02
OO1	0.29412%	0.18105%
OO2	0.29412%	0.38841%
101	0.29412%	0.30831%
102	0.29412%	0.38783%
103	0.29412%	0.32878%
104	0.29412%	0.25842%
105	0.29412%	0.25920%
106	0.29412%	0.17326%
115	0.29412%	0.35879%
201	0.29412%	0.30831%
202	0.29412%	0.38062%
203	0.29412%	0.32878%
204	0.29412%	0.25842%
205	0.29412%	0.25920%
206	0.29412%	0.26836%
207	0.29412%	0.33891%
215	0.29412%	0.35879%
301	0.29412%	0.30831%
302	0.29412%	0.38062%
303	0.29412%	0.32878%
304	0.29412%	0.25823%
305	0.29412%	0.25920%
306	0.29412%	0.26836%
307	0.29412%	0.33891%
315	0.29412%	0.35879%

Exhibit C
List of Units With Percentage Interest Appurtenant to Each

Unit #	Percentage Interest Under Section 5.01	Percentage Interest Under Section 5.02
401	0.29412%	0.30831%
402	0.29412%	0.38062%
403	0.29412%	0.32878%
404	0.29412%	0.25823%
405	0.29412%	0.25920%
406	0.29412%	0.26836%
407	0.29412%	0.33891%
415	0.29412%	0.35879%
501	0.29412%	0.30831%
502	0.29412%	0.45214%
503	0.29412%	0.25823%
504	0.29412%	0.25823%
505	0.29412%	0.25920%
506	0.29412%	0.26836%
507	0.29412%	0.27655%
508	0.29412%	0.55777%
510	0.29412%	0.57628%
512	0.29412%	0.40166%
514	0.29412%	0.59772%
515	0.29412%	0.34943%

Exhibit C
List of Units With Percentage Interest Appurtenant to Each

Unit #	Percentage Interest Under Section 5.01	Percentage Interest Under Section 5.02
601	0.29412%	0.31085%
602	0.29412%	0.45233%
603	0.29412%	0.25823%
604	0.29412%	0.25823%
605	0.29412%	0.25881%
606	0.29412%	0.25608%
607	0.29412%	0.27655%
608	0.29412%	0.26739%
609	0.29412%	0.20600%
610	0.29412%	0.15630%
611	0.29412%	0.15747%
612	0.29412%	0.15416%
613	0.29412%	0.15630%
614	0.29412%	0.21126%
615	0.29412%	0.30149%
701	0.29412%	0.31124%
702	0.29412%	0.45214%
703	0.29412%	0.25823%
704	0.29412%	0.25842%
705	0.29412%	0.25881%
706	0.29412%	0.25608%
707	0.29412%	0.27655%
708	0.29412%	0.26739%
709	0.29412%	0.20600%
710	0.29412%	0.15630%
711	0.29412%	0.15747%
712	0.29412%	0.15416%
713	0.29412%	0.15630%
714	0.29412%	0.21126%
715	0.29412%	0.30149%

Exhibit C
List of Units With Percentage Interest Appurtenant to Each

Unit #	Percentage Interest Under Section 5.01	Percentage Interest Under Section 5.02
801	0.29412%	0.31124%
802	0.29412%	0.45214%
803	0.29412%	0.25823%
804	0.29412%	0.25842%
805	0.29412%	0.25881%
806	0.29412%	0.25608%
807	0.29412%	0.27655%
808	0.29412%	0.26739%
809	0.29412%	0.20600%
810	0.29412%	0.15630%
811	0.29412%	0.15747%
812	0.29412%	0.15416%
813	0.29412%	0.15630%
814	0.29412%	0.21126%
815	0.29412%	0.30149%
901	0.29412%	0.31124%
902	0.29412%	0.45214%
903	0.29412%	0.25823%
904	0.29412%	0.25842%
905	0.29412%	0.25881%
906	0.29412%	0.25608%
907	0.29412%	0.27655%
908	0.29412%	0.26739%
909	0.29412%	0.20600%
910	0.29412%	0.15630%
911	0.29412%	0.15747%
912	0.29412%	0.15416%
913	0.29412%	0.15630%
914	0.29412%	0.21126%
915	0.29412%	0.30149%

Exhibit C
List of Units With Percentage Interest Appurtenant to Each

Unit #	Percentage Interest Under Section 5.01	Percentage Interest Under Section 5.02
1001	0.29412%	0.31124%
1002	0.29412%	0.45214%
1003	0.29412%	0.25823%
1004	0.29412%	0.25842%
1005	0.29412%	0.25881%
1006	0.29412%	0.25608%
1007	0.29412%	0.27655%
1008	0.29412%	0.26739%
1009	0.29412%	0.20600%
1010	0.29412%	0.15630%
1011	0.29412%	0.15747%
1012	0.29412%	0.15416%
1013	0.29412%	0.15630%
1014	0.29412%	0.21126%
1015	0.29412%	0.30149%
1101	0.29412%	0.31124%
1102	0.29412%	0.45214%
1103	0.29412%	0.25823%
1104	0.29412%	0.25842%
1105	0.29412%	0.25881%
1106	0.29412%	0.25608%
1107	0.29412%	0.27655%
1108	0.29412%	0.26739%
1109	0.29412%	0.20600%
1110	0.29412%	0.15630%
1111	0.29412%	0.15747%
1112	0.29412%	0.15416%
1113	0.29412%	0.15630%
1114	0.29412%	0.21126%
1115	0.29412%	0.30149%

Exhibit C
List of Units With Percentage Interest Appurtenant to Each

Unit #	Percentage Interest Under Section 5.01	Percentage Interest Under Section 5.02
1201	0.29412%	0.31124%
1202	0.29412%	0.45214%
1203	0.29412%	0.25823%
1204	0.29412%	0.25842%
1205	0.29412%	0.25881%
1206	0.29412%	0.25608%
1207	0.29412%	0.27655%
1208	0.29412%	0.26739%
1209	0.29412%	0.20600%
1210	0.29412%	0.15630%
1211	0.29412%	0.15747%
1212	0.29412%	0.15416%
1213	0.29412%	0.15630%
1214	0.29412%	0.21126%
1215	0.29412%	0.30149%
1301	0.29412%	0.30091%
1302	0.29412%	0.37828%
1303	0.29412%	0.33053%
1304	0.29412%	0.34261%
1305	0.29412%	0.31630%
1306	0.29412%	0.34008%
1307	0.29412%	0.37379%
1308	0.29412%	0.23874%
1309	0.29412%	0.30968%
1310	0.29412%	0.29623%
1311	0.29412%	0.34398%

Exhibit C
List of Units With Percentage Interest Appurtenant to Each

Unit #	Percentage Interest Under Section 5.01	Percentage Interest Under Section 5.02
1401	0.29412%	0.48683%
1402	0.29412%	0.68133%
1403	0.29412%	0.42232%
1404	0.29412%	0.44434%
1405	0.29412%	0.44454%
1406	0.29412%	0.47338%
1407	0.29412%	0.45233%
1408	0.29412%	0.50944%
1409	0.29412%	0.47377%
1410	0.29412%	0.44785%
1411	0.29412%	0.50028%
1412	0.29412%	0.27479%
1413	0.29412%	0.48196%

Exhibit C
List of Units With Percentage Interest Appurtenant to Each

Unit #	Percentage Interest Under Section 5.01	Percentage Interest Under Section 5.02
3	0.29412%	3.50564%
4	0.29412%	0.82379%
2010	0.29412%	0.38159%
2020	0.29412%	0.30247%
2030	0.29412%	0.26271%
2040	0.29412%	0.10329%
2050	0.29412%	0.14500%
2060	0.29412%	0.14246%
2070	0.29412%	0.20911%
2090	0.29412%	0.14246%
2100	0.29412%	0.14422%
2110	0.29412%	0.10251%
2120	0.29412%	0.26232%
2130	0.29412%	0.21340%
2150	0.29412%	0.17403%
2160	0.29412%	0.21769%
2170	0.29412%	0.12005%
2180	0.29412%	0.38880%

Exhibit C
List of Units With Percentage Interest Appurtenant to Each

Unit #	Percentage Interest Under Section 5.01	Percentage Interest Under Section 5.02
3010	0.29412%	0.38159%
3020	0.29412%	0.30247%
3030	0.29412%	0.26271%
3040	0.29412%	0.10329%
3050	0.29412%	0.14500%
3060	0.29412%	0.14246%
3070	0.29412%	0.20911%
3090	0.29412%	0.14246%
3100	0.29412%	0.14422%
3110	0.29412%	0.10251%
3120	0.29412%	0.26232%
3130	0.29412%	0.21340%
3150	0.29412%	0.17403%
3160	0.29412%	0.21769%
3170	0.29412%	0.12005%
3180	0.29412%	0.38880%
4010	0.29412%	0.38159%
4020	0.29412%	0.30247%
4030	0.29412%	0.26271%
4040	0.29412%	0.15533%
4050	0.29412%	0.17364%
4060	0.29412%	0.16078%
4070	0.29412%	0.25374%
4080	0.29412%	0.43324%
4090	0.29412%	0.25667%
4100	0.29412%	0.09296%
4140	0.29412%	0.21477%
4150	0.29412%	0.17403%
4160	0.29412%	0.21769%
4170	0.29412%	0.12005%
4180	0.29412%	0.38880%

Exhibit C
List of Units With Percentage Interest Appurtenant to Each

Unit #	Percentage Interest Under Section 5.01	Percentage Interest Under Section 5.02
5010	0.29412%	0.38159%
5020	0.29412%	0.30247%
5030	0.29412%	0.26271%
5040	0.29412%	0.15533%
5050	0.29412%	0.17364%
5060	0.29412%	0.16078%
5070	0.29412%	0.25374%
5080	0.29412%	0.35197%
5090	0.29412%	0.21710%
5100	0.29412%	0.09296%
5140	0.29412%	0.21477%
5150	0.29412%	0.17403%
5160	0.29412%	0.21769%
5170	0.29412%	0.12005%
5180	0.29412%	0.38880%
6010	0.29412%	0.37984%
6020	0.29412%	0.30247%
6030	0.29412%	0.26271%
6040	0.29412%	0.15533%
6050	0.29412%	0.17364%
6060	0.29412%	0.16078%
6070	0.29412%	0.25374%
6080	0.29412%	0.35197%
6090	0.29412%	0.21710%
6100	0.29412%	0.19859%
6110	0.29412%	0.16819%
6120	0.29412%	0.26349%
6130	0.29412%	0.44785%
6140	0.29412%	0.09296%
6160	0.29412%	0.10368%

Exhibit C
List of Units With Percentage Interest Appurtenant to Each

Unit #	Percentage Interest Under Section 5.01	Percentage Interest Under Section 5.02
6170	0.29412%	0.21204%
6180	0.29412%	0.40537%
7010	0.29412%	0.80937%
7020	0.29412%	0.44415%
7030	0.29412%	0.26271%
7040	0.29412%	0.15533%
7050	0.29412%	0.17364%
7060	0.29412%	0.25374%
7070	0.29412%	0.25374%
7080	0.29412%	0.36678%
7090	0.29412%	0.52698%
7100	0.29412%	0.30734%
7110	0.29412%	0.20639%
7120	0.29412%	0.14889%
7130	0.29412%	0.16741%
7140	0.29412%	0.18300%
7150	0.29412%	0.74798%
8010	0.29412%	0.34086%
8020	0.29412%	0.37263%
8030	0.29412%	0.26271%
8040	0.29412%	0.15533%
8050	0.29412%	0.17364%
8060	0.29412%	0.25374%
8070	0.29412%	0.25374%
8080	0.29412%	0.36678%
8090	0.29412%	0.34748%
8110	0.29412%	0.20600%
8110	0.29412%	0.16117%
8120	0.29412%	0.14889%

Exhibit C
List of Units With Percentage Interest Appurtenant to Each

Unit #	Percentage Interest Under Section 5.01	Percentage Interest Under Section 5.02
8130	0.29412%	0.16741%
8140	0.29412%	0.32273%
8150	0.29412%	0.29038%
9010	0.29412%	0.42427%
9020	0.29412%	0.32390%
9040	0.29412%	0.30695%
9050	0.29412%	0.24985%
9060	0.29412%	0.25374%
9070	0.29412%	0.25374%
9080	0.29412%	0.36678%
9090	0.29412%	0.34748%
9100	0.29412%	0.20600%
9110	0.29412%	0.31786%
9130	0.29412%	0.16741%
9140	0.29412%	0.25647%
9150	0.29412%	0.35664%
1052	0.29412%	0.34086%
1054	0.29412%	0.45799%
1056	0.29412%	0.17715%
1058	0.29412%	0.15533%
1060	0.29412%	0.17364%
1062	0.29412%	0.25374%
1064	0.29412%	0.25374%
1066	0.29412%	0.36678%
1067	0.29412%	0.34748%
1065	0.29412%	0.20600%
1061	0.29412%	0.31104%
1057	0.29412%	0.17442%
1055	0.29412%	0.32273%

Exhibit C
List of Units With Percentage Interest Appurtenant to Each

Unit #	Percentage Interest Under Section 5.01	Percentage Interest Under Section 5.02
1051	0.29412%	0.42817%
1152	0.29412%	0.34086%
1154	0.29412%	0.37263%
1156	0.29412%	0.26271%
1158	0.29412%	0.15533%
1160	0.29412%	0.17364%
1162	0.29412%	0.25374%
1164	0.29412%	0.25374%
1166	0.29412%	0.36678%
1167	0.29412%	0.34748%
1163	0.29412%	0.20600%
1161	0.29412%	0.31104%
1157	0.29412%	0.17442%
1155	0.29412%	0.32273%
1151	0.29412%	0.29038%
1252	0.29412%	0.57921%
1254	0.29412%	0.68523%
1256	0.29412%	0.48780%
1258	0.29412%	0.43635%
1260	0.29412%	0.61487%
1262	0.29412%	0.41842%
1266	0.29412%	0.51314%
1268	0.29412%	0.41219%
1269	0.29412%	0.62013%
1265	0.29412%	0.37496%
1263	0.29412%	0.37009%
1259	0.29412%	0.53107%
1257	0.29412%	0.52132%
1251	0.29412%	0.66476%
	100.00000%	100.00000%

BYLAWS

OF

METROPOLITAN PLACE RESIDENTIAL CONDOMINIUM OWNERS ASSOCIATION, INC.

(a Wisconsin nonstock corporation)

TABLE OF CONTENTS

BYLAWS
OF
METROPOLITAN PLACE RESIDENTIAL
CONDOMINIUM OWNERS ASSOCIATION, INC.
(a Wisconsin nonstock corporation)

ARTICLE I. OFFICES

1.1 Principal and Business Offices. The principal office of Metropolitan Place Residential Condominium Owners Association, Inc. (the "Association") shall be located at 380 West Washington Avenue, Madison, Wisconsin 53703. Such address shall be the Association's mailing address and is subject to change to another location within Dane County, Wisconsin as the Board of Directors may designate.

1.2 Registered Office. The registered office of the Association required by the Wisconsin Statutes to be maintained in the State of Wisconsin may be, but need not be, identical with the principal office in the State of Wisconsin, and the address of the registered office may be changed from time to time by the Board of Directors. The business office of the registered agent of the Association shall be identical to such registered office.

ARTICLE II. MISCELLANEOUS

2.1 Capitalized Terms. Capitalized terms not defined in these Bylaws shall have the definitions given to such terms in the Declaration of Condominium for Metropolitan Place Residential Condominium, a condominium located in the City of Madison, Dane County, Wisconsin (the "Declaration").

2.2 Binding Effect. These Bylaws shall be binding upon the Unit Owners, their heirs, successors and assigns and shall govern the use, occupancy, operation and administration of the Condominium.

2.3 Interpretation. These Bylaws are subject to all provisions of the Declaration, the Articles of Incorporation, the Condominium Ownership Act and Chapter 181 of the Wisconsin Statutes. In the case of any conflict Chapter 181 of the Wisconsin Statutes shall control. If any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these Bylaws shall be deemed or construed to authorize the Association to conduct or engage in any active business for profit on behalf of any or all of the Unit Owners.

ARTICLE III. MEMBERS

3.1 Membership. The members of the Association shall be the Unit Owners. The membership of the Association shall include land contract vendees, but shall not include land contract vendors. Persons holding an interest in a Unit merely as security for the performance of an obligation (including Mortgagees) shall not be members of the Association.

3.2 Commencement and Termination. Membership shall commence upon acquisition by a Unit Owner of an ownership interest in a Unit of the Condominium. Membership shall terminate upon such Unit Owner's conveyance of the ownership interest. If a Unit Owner dies and such Unit Owner's ownership interest passes to the Unit Owner's personal representative or to a Trustee, the personal representative or Trustee receiving such interest shall become a member of the Association.

3.3 Withdrawal or Expulsion. A Unit Owner may not voluntarily withdraw or be expelled from membership in the Association.

3.4 Membership Certificates. Membership certificates shall not be issued by the Association.

3.5 Membership List. The Association shall maintain a current membership list which shall contain the following information: (i) the name and address of each Unit Owner, (ii) the Mortgagee of each Unit, if any, and (iii) in the case of multiple owners of a Unit, the person, if any, designated to vote on behalf of such Unit under Section 5.06 of the Declaration.

3.6 Transfer of Membership. Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon transfer of the Unit. Any Unit Owner causing a transfer of a Unit shall, as soon as possible thereafter, provide the Association with written notice of the transfer. The notice shall identify the Unit so transferred and shall state the following (i) the name and address of the new owner, (ii) the date of transfer, (iii) the name of the person designated to vote on behalf of the Unit, if any, (iv) in the case of multiple owners, the percentage of ownership for each owner, and (v) the mortgagee of the Unit, if any. The Association shall, upon receipt of the foregoing information, make appropriate changes to the membership list. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner's name and current mailing address has been furnished to the secretary of the Association.

3.7 Effect of Condominium Lien. A Unit Owner shall not be entitled to vote on any matter submitted to a vote of the Unit Owners if a statement of condominium lien on the Unit has been recorded by the Association and the amount necessary to release the lien has not been paid by the Unit Owner prior to the vote.

3.8 Annual Meeting. The first annual meeting of the Unit Owners shall be held on the second Monday of the first March after the Declarant has ceased to control the Association as provided in Section 6.03 of the Declaration. The meeting shall be at a time determined by the Board of Directors and shall be for the purpose of electing directors and for the transaction of such other business as may come before the meeting. Thereafter, annual meetings of the Unit Owners shall be held on the second Monday of March of each succeeding year. Such meetings shall be for the purpose of electing directors and for the transaction of such other business as may come before the meetings.

3.9 Special Meetings of Unit Owners. Special meetings of the Unit Owners may be called at any time by the President of the Association and shall be called by the President or Secretary upon receipt of a written request for a meeting by Unit Owners holding at least twenty-five percent (25%) of the votes entitled to be cast at such meeting. The business to be transacted at a special meeting of the Unit Owners shall be limited to the objects stated in the notice of such meeting.

3.10 Notice; Waiver. Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be communicated or sent not less than 10 nor more than 50 days before the date of the meeting, unless a different time is provided in Chapter 181 of the Wisconsin Statutes, the Articles of Incorporation or these Bylaws. The notice shall be delivered either personally or by mail, by or at the direction of the President or the Secretary to each Unit Owner. If mailed, such notice shall be deemed delivered when deposited in the United States mail addressed to the Unit Owner at the Unit Owner's address as it appears on the records of the Association, with postage thereon prepaid. Whenever any notice is required to be given to a Unit Owner under the Articles of Incorporation, these Bylaws or any provision of law, a waiver thereof, in writing, signed at anytime, whether before or after the time of meeting, by the Unit Owner entitled to such notice, shall be deemed equivalent to the giving of such notice. Such waiver shall contain the same information as would have been required in such notice, except that the time and place of the meeting need not be stated. The attendance of a Unit Owner at a meeting shall constitute a waiver of notice of such meeting, except where a Unit Owner attends a meeting solely to object to the holding thereof because the meeting has not been lawfully called or convened.

3.11 Quorum; Voting Rights. Unit Owners holding one-half of the votes entitled to be cast, present in person or represented by proxy, shall constitute a quorum at a meeting of Unit Owners. Each Unit shall have one vote on any matter submitted to a vote of the Unit Owners.

3.12 Manner of Acting. The act of a majority of the votes entitled to be cast by Unit Owners present in person or represented by proxy at a meeting at which a quorum is present shall be the act of the Unit Owners, unless a greater proportion is required by the Articles of Incorporation, Chapter 181 or Chapter 703 of the Wisconsin Statutes, or these Bylaws.

3.13 Conduct of Meetings. The President or, in his or her absence, any Unit Owner chosen by a majority of the Unit Owners present, shall call meetings of the Unit Owners to order and shall act as the Chairperson of such meetings. The Chairperson may appoint any Unit Owner to act as Secretary of the meeting. The Secretary of the meeting shall be responsible for, among other things, counting the votes cast by Unit Owners on matters voted upon. + Amendment 1/14/04

3.14 Order of Business. The order of business at all meetings of the Unit Owners shall be as follows:

(a) Meeting called to order.
(b) Roll call of Unit Owners and certification of proxies.
(c) Proof of notice of meeting or waiver of notice.
(d) Reading and disposal of any unapproved minutes.
(e) Reports of officers.
(f) Reports of committees (if appropriate).
(g) Election of directors (if appropriate).
(h) Unfinished business.
(i) New business.
(j) Adjournment.

3.15 Presumption of Assent. A Unit Owner who is present at a meeting of the Unit Owners at which action on any Association matter is taken shall be presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof and shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Unit Owner who voted in favor of such action.

3.16 Unanimous Consent Without Meeting. Any action required or permitted by the Articles of Incorporation, these Bylaws, or any provision of law to be taken by the Unit Owners at a meeting may be taken without a meeting if a consent in writing setting forth the actions so taken is signed by all the Unit Owners.

ARTICLE IV. BOARD OF DIRECTORS

4.1 Powers and Duties. Except for those powers and duties specifically given to or required of the Unit Owners, all of the powers and duties of the Association under the Declaration, the Articles of Incorporation, these Bylaws, the Condominium Ownership Act and Chapter 181 of the Wisconsin Statutes shall be exercised by the Board of Directors. The powers and duties of the Board of Directors shall include, without limitation, the power or duty to:

(a) Adopt budgets for revenues, expenditures and reserves.

(b) Levy and collect General Assessments and Special Assessments against Unit Owners and disburse funds in payment of the Association's expenses.

(c) Manage, maintain, repair, replace, improve, operate and regulate the Common Elements.

(d) Grant easements through or over the Common Elements.

(e) Hire and supervise any manager, managing agent, agent, employee, attorney, accountant or any other independent contractor whose services the Board of Directors determines are necessary or appropriate.

(f) Sue on behalf of all Unit Owners.

(g) Make contracts and incur liabilities.

(h) Purchase, take, receive, rent or otherwise acquire and hold any interest in real or personal property, including any Unit of the Condominium.

(i) Sell, convey, mortgage, encumber, lease, exchange, transfer or otherwise dispose of any interest in real or personal property, including any Unit of the Condominium; provided the Board of Directors shall not by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements without prior written approval of two-thirds (2/3) of the Unit Owners other than the Declarant.

(j) Receive any income derived from payments, fees or charges for the use, rental or operation of the Common Elements.

(k) Adopt and amend rules and regulations governing the operation, maintenance and use of any portion of the Condominium and the personal conduct of any person upon or with regard to Condominium property, including the imposition of charges for the use of Common Elements and penalties for infractions of the rules and regulations of the Association. Such rules and regulations may also be adopted, amended and repealed by the Unit Owners having sixty-seven percent (67%) or more of the votes of the Association. Rules and regulations which are adopted, amended or repealed by the Unit Owners may not thereafter be amended, repealed or readopted by the Board of Directors. The Board of Directors has no power to adopt any rule or regulation which is inconsistent with the PUD-GDP recorded on December 5, 2000 with the Register of Deeds of Dane County, Wisconsin as Document Number 3270955, Page Number 000485, with respect to the development of Metropolitan Place, a mixed use development.

(l) Insure the Condominium property against loss by fire and other casualty and the Association and Unit Owners against public liability as provided in the Declaration and purchase such other insurance as the Board of Directors may deem advisable.

(m) Keep all of the books and records and prepare accurate reports of all transactions of the Association.

(n) Appoint committees to carry out any tasks which the Board of Directors deems necessary or appropriate.

(o) Designate depositories and establish accounts for the funds of the Association and determine which officers or agents shall be authorized to withdraw and transfer funds deposited in such accounts.

(p) Delegate any or part of the powers and duties of the Board of Directors or Association officers to a manager or managing agent.

4.2 Manager. The Board of Directors may hire a manager or managing agent at a compensation rate established by the Board to perform such duties and services as the Board shall have authorized including, without limitation, the duties enumerated in Section 4.1.

4.3 Number and Membership in Association. The initial Board of Directors shall be composed of three directors selected by Declarant. At such time as the Declarant has conveyed twenty-five percent (25%) of the Common Element interest of the Condominium to purchasers, the number of directors on the Board of Directors shall be increased to four (4). At such time as the Declarant has conveyed fifty percent (50%) of the Common Element interest of the Condominium to purchasers, the number of directors on the Board of Directors shall be increased to six (6). At such time as the Declarant has ceased control of the Association as provided in Section 6.02 of the Declaration, the number of directors on the Board of Directors shall be decreased to three (3), only one of whom may be a person who is not a Unit Owner. No more than one director at any given time may be a person who is not a Unit Owner; provided, however, that during the period of Declarant control as provided in Section 6.02 of the Declaration, any person named by the Declarant to the Board of Directors shall be deemed to be a "Unit Owner" for purposes of this requirement only. At no time shall the number of directors be less than three (3).

4.4 Term of Office. The initial board of directors shall serve until the Declarant has conveyed twenty-five percent (25%) of the Common Element interest of the Condominium to purchasers. Prior to the conveyance of twenty-five percent (25%) of the Common Element interest, a meeting of the Unit Owners shall be called, and the Unit Owners other than the Declarant shall elect one director to serve on the Board of Directors. The Declarant shall elect the remaining three (3) directors. Such Board of Directors shall take office upon the conveyance of twenty-five percent (25%) of the Common Element interest and shall serve until the Declarant has conveyed fifty percent (50%) of the Common Element interest of the Condominium to purchasers. Prior to the conveyance of fifty percent (50%) of the Common Element interest of the Condominium to purchasers, a meeting of the Unit Owners shall be called, and the Unit Owners other than the Declarant shall elect two (2) directors to serve on the Board of Directors. The Declarant shall elect the remaining four (4) directors. Such Board of Directors shall take office upon the conveyance of fifty percent (50%) of the Common Element interest and shall serve until the next election upon expiration of the period of Declarant control. Not later than forty-five (45) days after the expiration of the period of Declarant control, a special meeting of the Unit Owners shall be called, and the Unit Owners shall elect all three (3) directors on the Board of Directors. Such directors shall take office upon such election and shall serve until the first annual meeting of the Unit Owners as provided in Section 3.8. Thereafter, each director shall take office at the annual meeting and shall serve for a term of one (1) year and until his or her successor shall be elected or until his or her prior death, resignation or removal.

4.5 Election of Directors. Prior to each annual meeting of the Unit Owners, the Secretary of the Association shall mail all Unit Owners a notice setting a deadline for nominations for the Board of Directors. All nominations shall be returned to the Secretary. Unit Owners must obtain the prior consent of any person they nominate and they may nominate themselves. If the number of nominees is less than the number of directors to be elected, the Secretary shall solicit further nominees by mail. Unless otherwise directed by the President, the Secretary shall conduct the election by mail in accordance with § 181.0708, Wis. Stats., with all written ballots due prior to the deadline set by the Secretary. Each Unit Owner shall be entitled to cast one vote per Unit for each director on the Board of Directors. The persons receiving the largest number of votes shall be elected and shall take office at the annual meeting.

4.6 Vacancy and Replacement. Any vacancy occurring on the Board of Directors by reason of death, resignation, disqualification or removal from office shall be filled until the next election of directors by the affirmative vote of a majority of the directors in office (even if less than a quorum).

4.7 Removal. Prior to the expiration of the period of Declarant control, only the Declarant shall have the right to remove a director, with or without cause, from the Board of Directors. Thereafter, any director may be removed from the Board of Directors, with or without cause, by a majority vote of the Unit Owners.

4.8 Compensation. A director shall not receive any compensation for his or her services as director of the Association other than reimbursement for out-of-pocket expenses incurred in the performance of such director's duties.

4.9 Annual Meeting. Until the expiration of Declarant control, the annual meeting of the Board of Directors shall be held annually on the second Monday of March at the time and place designated in the notice of such meeting. Thereafter, annual meetings of the board of directors shall be held, without other notice than this bylaw, following the annual meeting of the

Unit Owners at the same place as the Unit Owners' meeting or at such place as the Board of Directors may vote to adjourn the meeting. The purpose of each annual meeting shall be to elect officers and to transact such other business as may come before the meeting.

4.10 Regular Meetings. The Board of Directors may provide, by resolution, the time and place for the holding of regular meetings without other notice than such resolution.

4.11 Special Meetings. Special meetings of the Board of Directors may be called at any time by the President and shall be called by the President or Secretary at the request of any two directors. The business to be transacted at a special meeting shall be limited to the objects stated in the notice of such meeting.

4.12 Notice; Waiver. Notice of annual and special meetings of the Board of Directors shall be given by telephone or by written notice delivered personally or by mail or telegram to each director at his/her business address or at such other address as the director shall have designated in a writing filed with the Secretary. Notice in the case of telephone, personal delivery or telegram shall be given not less than forty-eight (48) hours prior to the time of the meeting. If mailed, such notice shall be delivered at least ninety-six (96) hours prior to the meeting and shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. Whenever any notice whatever is required to be given to any director of the Association under the Articles of Incorporation, these Bylaws or any provision of law, a waiver thereof in writing, signed at anytime, whether before or after the time of meeting, by the director entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends the meeting solely to object to the holding thereof because the meeting has not been lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any annual or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting. No notice need be given for a regular meeting when the time and place of such regular meeting has been fixed by a duly adopted resolution of the Board of Directors.

4.13 Quorum. Except as otherwise provided by law, by the Articles of Incorporation or these Bylaws, a majority of the number of directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. A majority of directors present (though less than a quorum) may adjourn the meeting from time to time without further notice.

4.14 Manner of Acting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by the Articles of Incorporation or these Bylaws.

4.15 Conduct of Meeting. The President and, in the President's absence, any director chosen by the directors present shall call meetings of the Board of Directors to order and shall act as the Chairperson of such meetings. The Chairperson may appoint any director or other person to act as Secretary of the meeting.

4.16 Presumption of Assent. A director of the Association who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof and shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

4.17 Unanimous Consent Without Meeting. Any action required or permitted by the Articles of Incorporation or Bylaws or any provision of law to be taken by the Board of Directors at a meeting of the Board may be taken without a meeting if a consent in writing setting forth the actions so taken is signed by all the directors then in office.

4.18 Telephonic Meetings. Any action required or permitted by the Articles of Incorporation or Bylaws or any provision of law to be taken by the Board of Directors at a meeting may be taken through the use of any means of communication by which (a) all participating directors may simultaneously hear each other during the meeting, or (b) all communication during the meeting is immediately transmitted to each participating director and each participating director is able to immediately send messages to all other participating directors.

4.19 Committees. The Board of Directors, by resolution adopted by a majority of the number of directors fixed pursuant to these bylaws, may establish such committees as it deems necessary or desirable to enable the Corporation to carry out its business. Each committee shall consist of three (3) or more directors elected by the Board of Directors. Each committee shall fix its own rules governing the conduct of its activities and shall make such reports to the Board of its activities as the Board may request.

ARTICLE V. OFFICERS

5.1 Number and Qualifications. The officers of the Association shall consist of a President, a Vice President, a Secretary and a Treasurer (the "Principal Officers") and such other officers as determined by the Board of Directors. Any two or more offices may be held by the same person, except for the offices of President and Secretary, or President and Vice President.

5.2 Election and Term of Office. The initial officers of the Association shall be elected by a majority vote of the Board of Directors contemporaneously with the adoption of these Bylaws; or as soon thereafter as practicable. Successor officers shall be elected by a majority vote of the Board of Directors at each annual meeting of the Board. Officers shall hold office for a period of one (1) year and until their successors are duly elected and qualified or until their prior death, resignation or removal. An officer may serve consecutive terms in the same office.

5.3 Resignation or Removal. Any officer may resign at any time by filing a written resignation with the Secretary of the Association. Officers may be removed by the Board of Directors whenever in the Board's judgment the best interests of the Association will be served thereby.

5.4 Vacancies. A vacancy in any office, by resignation or for any other reason, shall be filled by the Board of Directors for the unexpired portion of the term.

5.5 President. The President shall be the chief executive officer of the Association and shall perform all business and duties customarily pertaining to the office of President and such other duties as he or she may be directed to perform by the Board of Directors. The President shall sign and/or countersign all bank checks or orders (or delegate the signing of such documents to subordinates under his or her direction and control), and shall execute, in the name of the Association, other significant documents and papers concerning the business of the Association.

5.6 Vice President. In the absence of the President or in the event of his or her death, inability or refusal to act, or in the event for any reason it shall be impracticable for him or her to act personally, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties and have such authority as from time to time may be delegated or assigned to him or her by the President or by the Board of Directors. The execution of any instrument of the Association by the Vice President shall be conclusive evidence, as to third parties, of his or her authority to act in the stead of the President.

5.7 Secretary. The Secretary shall keep the minutes of all proceedings of the Board of Directors in books provided for that purpose, and shall keep the Bylaws, and such other books and papers as the Board of Directors may direct. The Secretary shall attend to the giving and serving of notices of all meetings of the Board of Directors and otherwise. When required, the Secretary shall execute with the President, in the name of the Association, all contracts and instruments which have been first approved by the Board of Directors. The Secretary shall perform such additional duties connected with the operation of the Association customarily pertaining to the office of Secretary and as directed by the President or the Board of Directors.

5.8 Treasurer. The Treasurer shall receive and deposit all funds of the Association in the depository institution or institutions selected by the Board of Directors, which funds shall be withdrawn only by checks or orders executed in the name of the Association by the Treasurer and President (or subordinates under their direction and control). The Treasurer shall also account for all receipts, disbursements and balance on hand and report regarding the same when and as requested by the President or Board of Directors. The Treasurer shall perform such additional duties connected with the operation of the Association customarily pertaining to the office of Treasurer and as directed by the President or the Board of Directors.

5.9 Assistants and Acting Officers. The Board of Directors shall have the power to appoint any person to act as assistant to any officer, or as agent for the Association in his or her stead, or to perform the duties of such officer whenever for any reason it is impracticable for such officer to act personally, and such assistant or acting officer or other agent so appointed by the Board of Directors shall have the power to perform all the duties of the office to which he or she is so appointed to be assistant, or as to which he or she is so appointed to act, except as such power may be otherwise defined or restricted by the Board of Directors.

5.10 Salaries. No salaries shall be paid to any of the Principal Officers.

ARTICLE VI. INDEMNIFICATION

6.1 Indemnification for Successful Defense. Within 20 days after receipt of a written request pursuant to Section 6.3, the Association shall indemnify a director or officer, to the extent he or she has been successful on the merits or otherwise in the defense of a proceeding, for all reasonable expenses incurred in the proceeding if the director or officer was a party because he or she is a director or officer of the Association.

6.2 Other Indemnification.

(a) In cases not included under Section 6.1, the Association shall indemnify a director or officer against all liabilities and expenses incurred by the director or officer in a proceeding to which the director or officer was a party because he or she is a director or officer of the Association, unless liability was incurred because the director or officer breached or failed to perform a duty he or she owes to the Association and the breach or failure to perform constitutes any of the following:

(1) A willful failure to deal fairly with the Association in connection with a matter in which the director or officer has a material conflict of interest.

(2) A violation of criminal law, unless the director or officer had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or conduct was unlawful.

(3) A transaction from which the director or officer derived an improper personal profit.

(4) Willful misconduct.

(b) Determination of whether indemnification is required under this Section shall be made pursuant to Section 6.5.

(c) The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of no contest or an equivalent plea, does not, by itself, create a presumption that indemnification of the director or officer is not required under this Section.

6.3 Written Request. A director or officer who seeks indemnification under Section 6.1 or 6.2 shall make a written request to the Association.

6.4 Nonduplication. The Association shall not indemnify a director or officer under Sections 6.1 or 6.2 if the director or officer has previously received indemnification or allowance of expenses from any person, including the Association, in connection with the same proceedings. However, the director or officer shall have no duty to look to any other person for indemnification.

6.5 Determination of Right to Indemnification.

(a) Unless otherwise provided by the Articles of Incorporation or by written agreement between the director or officer and the Association, any director or officer seeking indemnification under Section 6.2 shall select one of the following means for determining his or her right to indemnification:

(1) By a majority vote of a quorum of the Board of Directors consisting of directors who are not at the time parties to the same or related proceedings. If a quorum of disinterested directors cannot be obtained, by majority vote of a committee duly appointed by the Board of Directors and consisting solely of two or more directors who are not at the time parties to the same or related proceedings. Directors who are parties to the same or related proceedings may participate in the designation of members of the committee.

(2) By independent legal counsel selected by a quorum of the Board of Directors or its committee in the manner prescribed in sub. (1) or, if unable to obtain such a quorum or committee, by a majority vote of the full Board of Directors, including directors who are parties to the same or related proceedings.

(3) By a panel of three arbitrators consisting of one arbitrator selected by those directors entitled under sub. (2) to select independent legal counsel, one arbitrator selected by the director or officer seeking indemnification and one arbitrator selected by the two arbitrators previously selected.

(4) By an affirmative vote of the members at a meeting of the members in which a quorum is present.

(5) By a court under Section 6.8.

(6) By any other method provided for in any additional right to indemnification permitted under Section 6.7.

(b) In any determination under sub. (a), the burden of proof shall be on the Association to prove by clear and convincing evidence that indemnification under Section 6.2 should not be allowed.

(c) A written determination as to a director's or officer's right to indemnification under Section 6.2 shall be submitted to both the Association and the director or officer within 60 days of the selection made under sub. (a).

(d) If it is determined that indemnification is required under Section 6.2, the Association shall pay all liabilities and expenses not prohibited by Section 6.4 within 10 days after receipt of the written determination under sub. (c). The Association shall also pay all expenses incurred by the director or officer in the determination process under sub. (a).

6.6 Expenses as Incurred. Within 10 days after receipt of a written request by a director or officer who is a party to a proceeding, the Association shall pay or reimburse his or her reasonable expenses as incurred if the director or officer provides the Association with all of the following:

(a) A written affirmation of his or her good faith belief that he or she has not breached or failed to perform his or her duties to the Association.

(b) A written undertaking, executed personally or on his or her behalf, to repay the allowance to the extent that it is ultimately determined under Section 6.5 that indemnification under Section 6.2 is not required and that indemnification is not ordered by a court The undertaking under this subsection shall be an unlimited, general obligation of the director or officer and may be accepted without reference to his or her ability to repay the allowance. The undertaking may be secured or unsecured.

6.7 Nonexclusivity.

(a) Except as provided in sub. (b), Sections 6.1, 6.2 and 6.6 do not preclude any additional right to indemnification or allowance of expenses that a director or officer may have under any of the following:

(1) The Articles of Incorporation;

(2) A written agreement between the director or officer and the Association;

(3) A resolution of the Board of Directors; and

(4) A resolution of the members of the Association.

(b) Regardless of the existence of an additional right under (a), the Association shall not indemnify a director or officer, or permit a director or officer to retain any allowance of expenses, unless it is determined by or on behalf of the Association that the director or officer did not breach or fail to perform a duty he or she owes to the Association which constitutes conduct under Section 6.2(a)(1), (2), (3) or (4). A director or officer who is a party to the same or related proceedings for which indemnification or an allowance of expenses is sought may not participate in a determination under this subsection.

(c) Sections 6.1 to 6.11 do not affect the Association's power to pay or reimburse expenses incurred by a director or officer in any of the following circumstances:

(1) As a witness in a proceeding to which he or she is not a party.

(2) As a plaintiff or petitioner in a proceeding because he or she is or was an employee, agent, director or officer of the Association.

6.8 Court-Ordered Indemnification. Except as provided otherwise by written agreement between the director or officer and the Association, a director or officer who is a party to a proceeding may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction. Application may be made for an initial determination by the court under Section 6.5(a)(5) or for review by the court of an adverse determination under Section 6.5(a)(1), (2), (3), (4), or (6).

6.9 Indemnification of Employees or Agents. The Association may indemnify and allow reasonable expenses of an employee or agent who is not a director or officer to the extent provided by the Articles of Incorporation or Bylaws by general or specific action of the Board of Directors or by contract.

6.10 Insurance. The Association may purchase and maintain insurance on behalf of an individual who is an employee, agent, director or officer of the Association against liability asserted against or incurred by the individual in his or her capacity as an employee, agent, director or officer, or arising from his or her status as an employee agent, director or officer, regardless of whether the Association is required or authorized to indemnify or allow expenses to the individual against the same liability under Sections 6.1, 6.2, 6.5, 6.7 and 6.9.

6.11 Liberal Construction. In order for the Association to obtain and retain qualified directors and officers, the foregoing provisions shall be liberally administered in order to afford maximum indemnification of directors and officers and, accordingly, the indemnification above provided for shall be granted in all cases unless to do so would clearly contravene applicable law, controlling precedent or public policy.

ARTICLE VII. CONTRACTS AND FINANCIAL MATTERS

7.1 Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute or deliver any instrument in the name of and on behalf of the Association, and such authorization may be general or confined to specific instances. No contract or other transaction between the Association and one or more of its directors or any other corporation, firm, association, or entity in which one or more of its directors or officers are financially interested, shall be either void or voidable because of such relationship or interest or because such director or directors are present at the meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies the contract or transaction, if (1) the fact of such relationship or interest is disclosed or known to the Board of Directors which authorizes, approves or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors; or (2) the fact of such relationship or interest is disclosed or known to the Unit Owners, which authorize, approve or ratify such contract or transaction; or (3) the contract or transaction is fair and reasonable to the Association. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors which authorizes, approves or ratifies such contract or transactions, but such interested directors shall abstain from any vote to authorize, approve or ratify such contract or transaction.

7.2 Loans. No indebtedness for borrowed money shall be contracted on behalf of the Association, and no evidences of such indebtedness shall be issued in its name, unless authorized by or under the authority of a resolution of the Board of Directors. Such authorization may be general or confined to specific instances. Such resolution shall specifically authorize two officers of the Association to execute any necessary instruments of indebtedness on behalf of the Association.

7.3 Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Association shall be signed by any officer of the Association or an agent of the Association duly appointed for the purpose.

7.4 Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as may be selected by or under the authority of a resolution of the Board of Directors.

7.5 Audit. The Board of Directors shall cause to be conducted, no less frequently than annually, an audit of the Association's books and records. The Board of Directors shall select the auditors.

7.6 Budget. The Board of Directors shall cause to be prepared for the Board's approval, prior to the start of each fiscal year of the Association, an annual budget for the Association.

ARTICLE VIII. CORPORATE SEAL

The Association shall not have a corporate seal.

ARTICLE IX. AMENDMENTS

9.1 By Unit Owners. The Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the Unit Owners if such amendment or other change in the Bylaws is adopted by affirmative vote of not less than sixty-seven percent (67%) of the votes of all Unit Owners present in person or by proxy represented at an annual or special meeting of the Unit Owners at which a quorum is in attendance.

9.2 By Directors. The Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the Board of Directors if such amendment or other change in the Bylaws is adopted by affirmative vote of a majority of the number of directors present at or participating in any meeting at which a quorum is in attendance. Notwithstanding the foregoing, no Bylaw adopted by the Unit Owners shall be amended or repealed by the Board of Directors unless such authority is conferred by the Unit Owners on the Board.

ARTICLE X. BOOKS AND RECORDS

10.1 Inspection. The books, records, minutes and papers of the Association shall at all times, and during reasonable business hours, be subject to inspection by the Unit Owners. The Declaration, Articles of Incorporation and Bylaws of the Association shall be available for inspection by any Unit Owner, Mortgagee or prospective purchaser of a Unit at the principal office of the Association, where copies of which may be purchased at reasonable cost.

10.2 Report of Unit Owner Defaults. The Association shall, within ten (10) days of a request by a prospective Unit Purchaser, report to such person the amount of any due and unpaid assessments against the Unit being purchased.

10.3 Current Roster. Each Unit Owner shall promptly notify the Secretary upon (i) acquisition of an ownership interest in any Unit, (ii) any change in such Unit Owner's name or address, and (iii) any transfer of ownership interest in the Unit. In the event that a Unit Owner mortgages its Unit (or any interest therein), such Unit Owner shall notify the Secretary of the name and mailing address of the Mortgagee. The Unit Owner shall also notify the Secretary upon a release of such mortgage. The Secretary shall maintain all information contemplated by this section in the current roster of the Association.

10.4 Audits. The accounts and records of the Association shall be audited at least once every other year by an audit committee selected by the Board of Directors. The committee shall retain such professional auditors and other independent examiners as it deems appropriate. The cost of such audit shall be a Common Expense.

ARTICLE XI. BUDGET, ASSESSMENT, AND ANNUAL REPORT

11.1 Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December.

11.2 Budget. The Board of Directors shall adopt a projected annual operating budget for the Association, which budget shall be subject to approval by the Unit Owners. The budget shall be effective for the fiscal year designated by the Board of Directors.

11.3 Levying and Payment of General Assessments. Based on the projected annual operating budget, the Board of Directors shall levy General Assessments against the Unit Owners in proportion to their respective percentage interest set forth in Section 5 of the Declaration. General Assessments with respect to Units owned by Declarant shall be governed by Section 6.10 of the Declaration. No Unit shall be subject to General Assessments prior to the date an occupancy permit has been issued therefor. On or before the last day of December of each year, the Secretary shall mail or deliver a copy of the projected annual operating budget and a statement of assessment for the next twelve (12) months to each Unit Owner. General Assessments shall be payable to the Association in twelve (12) equal installments which shall be due monthly in advance on the first day of each month. Such installments shall be paid by electronic funds transfer. Each Unit Owner shall, upon purchase of a Unit, execute and deliver to the Association all documents necessary to give effect to an automated debiting system, whereby all assessments due from a Unit Owner will be debited from such Unit Owners account in a bank or other financial institution designated by such Unit Owner and credited to the account of the Association. No change in such system shall be effectuated by the Unit Owner without at least thirty (30) days advance written notice to Association.

11.4 Special Assessments. Special Assessments may from time to time be levied against Unit Owners by the Board of Directors for any of the purposes enumerated in the Declaration and shall be due and payable in the manner and upon the date or dates designated by the Board of Directors.

11.5 Association Remedies Upon Nonpayment of Assessments. Any General Assessment or Special Assessment not paid within ten (10) days of the date on which it is due shall bear interest from the due date at the rate of sixteen percent (16%) per year or the highest rate permitted by law, whichever is less. The Association may seek to collect any assessments not paid when due by filing statements of condominium lien against the assessed Units, by enforcing and foreclosing such liens or by bringing an action for money damages against the Unit Owner personally obligated to pay the delinquent assessments. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing or waiving any lien securing the same. No Unit Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Elements or abandonment of the Unit.

11.6 Annual Report. Each March, the Board of Directors shall, by formal action, approve a full and clear annual report of all business transacted by the Association during the previous fiscal year, including a report of the Common Expenses, Common surpluses and assessments collected from each Unit Owner during the year. Copies of the annual report for the previous year shall be mailed or delivered to each Unit Owner.

ARTICLE XII. RULES OF CONSTRUCTION

Should there be any conflict between the terms of the Declaration, the Articles of Incorporation and these Bylaws, the terms of the Declaration shall prevail over the Articles of Incorporation and these Bylaws, and terms of the Articles of Incorporation shall prevail over these Bylaws.

[END]

METROPOLITAN PLACE PARKING CONDOMINIUM
ACTION OF DECLARANT
JANUARY 14, 2004

Pursuant to the authority given in Section 6.02 of the Declaration of Condominium of Metropolitan Place Parking Condominium, Greystone Servicing Corporation, Inc., assignee of Metropolitan Place Development, LLC, Declarant of the Condominium, hereby amends the Bylaws of Metropolitan Place Residential Condominium Owners Association, Inc., as follows:

Whereas, Phase I of Metropolitan Place Parking Condominium (the " Condominium") has been completed and a substantial number of the Units in the Condominium have been sold to individual Unit Owners; and,

Whereas, the Condominium is an expandable condominium and further Units and Common Elements may be added to the Condominium in the discretion of the Declarant; and,

Whereas, the relative shares of the Common Elements which will be assigned to expansion Units if the Condominium is expanded has not been determined, thus making an exact determination of the percentage of Common Element interests currently conveyed to individual Unit Owners impossible; and,

Whereas, the current individual Unit Owners has expressed a desire to more involved in the governance of Metropolitan Place Parking Condominium Owners Association, Inc. (the " Association").

Resolved, that notwithstanding the impossibility of making an exact determination of the percentage of the interests in the Common Elements, it is in the best interests of the Condominium, the Association and the Unit Owners it is important to allow the Unit Owners a greater voice in the governance of the Association while protecting the interests of Declarant in the completion of sales of Units in Phase I and in the right to expand reserved in the Declaration.

Further Resolved, that the following Bylaws of the Association are amended:

1. Section 3.13 is amended by adding at the end thereof: " During the period of Declarant control, in the absence of the President the Declarant shall select the Chairperson of the meeting, who need not be a Unit Owner."

2. Section 4.3 is amended to read: " The initial Board of Directors shall be composed of three (3) directors selected by Declarant. Effective January 1, 2004, the number of directors on the Board of Directors shall be increased to seven (7). At that time not less than five (5) shall be Unit Owners. At such time as Declarant turns over control of the Association, so long as there are any Units not yet conveyed to individual Unit Owners, there may be one (1) director who is not a Unit Owner. At no time shall be number of directors be less than three (3)."

3. Section 4.4 is amended to read: " The initial Board of Directors shall serve until such time after January 1, 2004, as a meeting of the Association is held to elect directors. The directors elected at that meeting shall be classified as follows: three (3) directors shall be elected by and from among the Unit Owners, not including Declarant, and shall be denominated as Seats 1, 2 and 3; two (2) directors shall be nominated by and from among the Unit Owners, not including Declarant, and appointed by Declarant, and shall be denominated Seats 4 and 5; two (2) directors shall be appointed by Declarant and shall be denominated Seats 6 and 7. At such time as Declarant turns over control of the Association, so long as there are any Units not yet conveyed to individual Unit Owners, Seats 1-6 shall be elected by and from among the Unit Owners, not including Declarant, and Declarant shall appoint the director denominated Seat 7. Upon the sale of all Units, all directors shall be elected by and from among the Unit owners. Directors shall take office upon election and serve until the next annual meeting of the Association and until that director's successor has been elected, or until the director's death, resignation or removal."

4. Section 4.14 is amended by adding at the end thereof: " Until Declarant turns over control of the Association, on any matter which a director elected by Declarant or the original Declarant or its assignee by written notice to the Board of Directors reasonably determines that an action may adversely affect Declarant's ability to complete construction of the Condominium, sell remaining unsold Units, or develop, finance, construct or sell Units in a later phase or phases of the Condominium, such action shall require the affirmative votes of the directors elected by Declarant."

Amendment Dated: January 15, 2004

METROPOLITAN PLACE DEVELOPMENT LLC, Declarant

By: GSC MP LLC, a Delaware Limited Liability Company, Manager

By: ______________________
Thomas Ryan, Authorized Signatory

By: Block 52 LLC, a Delaware Limited Liability Company, Sole Member

By: ______________________
Clifford D. Fisher, Sole Member

ADMINISTRATIVE RULES AND REGULATIONS

OF

METROPOLITAN PLACE

RESIDENTIAL CONDOMINIUM

**ADMINISTRATIVE RULES AND REGULATIONS
OF
METROPOLITAN PLACE RESIDENTIAL CONDOMINIUM**

The following administrative rules and regulations are adopted by the Metropolitan Place Residential Condominium Owners Association, Inc. ("Association") for the purpose of assuring that the Condominium is operated in an efficient and orderly manner so as to create a pleasant living environment.

ARTICLE I GENERAL

1.01 Applicability to All Residents. All rules and regulations shall apply to and shall be complied with by all Unit Owners, residents within Units and their guests, families, invitees and tenants.

1.02 Definitions. All capitalized terms not defined herein shall have the definitions assigned to such terms by the Declaration of Condominium for Metropolitan Place Residential Condominium ("Declaration").

1.03 Keys and Locks. The Association shall have the right to retain a passkey to each Unit at all times for the event of emergencies. No Unit Owner shall alter any lock or install a new lock on any door of the Condominium without the prior written consent of the Association. If such consent is given, the Unit Owner shall provide the Association with an additional key for use by the Association pursuant to its rights to access the Units. Any Unit Owner who fails to provide a key to the Association as provided herein does impliedly thereby consent to and permit the Association to gain entry to such Owners Unit by force in circumstances where the Association is permitted access to such Unit. Any such Unit Owner shall be responsible for any and all damage caused to the Association's property due to the Association not having a key to such Unit.

1.04 Winter Heating. Whether occupied or vacant, all Units shall be heated to at least 55° Fahrenheit during the winter months.

1.05 Doorways. Unit Owners shall not prop open the Building's doors to the stairways, garage or to the outside.

1.06 Communication Equipment. Unit Owners shall not use, place or install satellite dishes, antennas or any other communication equipment on the Building, the grounds or any deck or balcony without first informing the Association in writing and obtaining written permission from the Association for the same. The Association shall grant permission to Unit Owners only when required to do so by applicable state or federal law.

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ARTICLE II APPEARANCE

2.01 Signs. No sign or banner of any kind shall be displayed to the public view on any Unit without prior written consent of the Association. The Declarant reserves the right to erect signs, gates, or other entryway features at all entrances to the Condominium and to erect appropriate signs for the sale of Units.

2.02 Protrusions. No awning, machines, hot tubs, air conditioning units, wiring for electrical or telephone installation or other similar protrusions shall be allowed on the exterior of the Condominium or upon any of the Limited Common Elements without the prior written consent of the Association.

2.03 Laundry. No laundry shall be hung on the balcony or upon any decks or patios or in windows for any reason.

2.04 Limited Common Elements. All balconies, decks and patios which are open to public view shall be kept in a neat and orderly condition. All balconies, decks and patios shall be kept free from all personal property except permitted deck and patio furniture and permitted grills.

2.05 Deck and Patio Furniture. All deck and patio furniture shall be of a style, quality and appearance that is similar to and consistent with that approved by the Association.

2.06 Grills. All grills shall be electric grills only and shall only be of a size specified by the Association.

2.07 Interior Window Coverings. All Unit Owners shall maintain the interior window coverings initially provided by the Declarant in good order and repair. In the event that the interior window coverings require replacement, the Unit Owner shall replace the interior window coverings with the same coverings or, if not available, coverings of substantially similar quality, type and color.

ARTICLE III USE RESTRICTIONS

3.01 Animals. The maximum number of pets in any Unit shall not exceed two (2). The pets may consist of 2-cats , 2-dogs or a combination of 1-cat and 1-dog. All pets must display a friendly demeanor toward people as well as other pets. No pet will be allowed in common areas at any time unless it is on a leash of no longer than thirty inches (30"), or is being carried. Pet owners and/or their caretakers will be limited to the use of two (2) designated elevators when accompanied by their pets, leaving one elevator (designated by the Association) at all times for use of residents who are allergic to or fearful of pets. Owners shall immediately clean up common areas of all debris and feces from their pets. No pet shall be permitted to cause a nuisance, damage to property or an unreasonable disturbance. Any pet causing such nuisance or disturbance to any other occupant shall be promptly and permanently removed upon owner being given notice by the Board of Directors. No pet shall be allowed in the courtyard park area.

3.02 Damage to Common Elements. Damages to the Common Elements or Limited Common Elements caused by a resident or visitors of a resident or an agent of a resident shall be the responsibility of the Unit Owner or the person causing such damage.

3.03 Unit Rental. With the exception of Units owned by the Declarant and Units foreclosed upon by Mortgagees who have reserved the right to rent the same, no portion of a Unit or an entire Unit may be rented without prior approval of the Association. Units may be leased as single family residences only, and must be approved in writing by the Association. A Unit shall be deemed to be used for "single family residential" purposes if it meets the definition of the same set forth in the Declaration. Any lease that is allowed hereunder shall be subject and subordinate in all respects to the Declaration, the Association's Bylaws and to these Administrative Rules and Regulations, and the Association shall have the right, in addition to all other rights and remedies available to it in law or in equity, to evict and/or eject any tenant of any Unit who has violated the terms of the Declaration, the Association's Bylaws or these Administrative Rules and Regulations.

3.04 Maintenance of Unit. All Unit Owners shall promptly perform or shall have promptly performed all maintenance and repair work within their own Unit which would adversely affect any portion of the Condominium. Each Unit Owner shall be responsible for all damages and liabilities that any failure to maintain or repair may engender.

3.05 Maintenance of Common Elements. Unit Owners shall be prohibited from discarding any materials from the windows, balconies or doors of the Units and shall be prohibited from discarding any materials into the Common Elements and Limited Common Elements.

3.06 Nuisances. No offensive or unlawful activity shall occur in the Condominium. No offensive or unlawful use shall be made of the Condominium. All Unit Owners at their own expense shall comply with all city, state and federal laws applicable to their Unit.

3.07 Noises and Odors. Unit Owners shall not allow any sounds to be generated in their Unit which are unreasonably loud and interfere with the quiet enjoyment of the Condominium. Unit Owners shall not allow odors to be unreasonably dispelled from their Units.

3.08 Storage. The Association shall not be liable for any loss or damage to property placed in any Unit or Common Elements or Limited Common Elements. No materials prohibited by law or local ordinance may be stored in any of these areas. No bicycles shall be stored in a Unit.

3.09 Use of Recreational Amenities. Recreational Amenities of the Condominium including the rooftop garden and exercise room may only be used by Unit Owners and their guests between 7 a.m. and 9 p.m. daily.

ARTICLE IV ARCHITECTURAL RESTRICTIONS

4.01 Architectural Changes. Unit Owners shall not make any changes to the architectural structure of a Unit without the prior written consent of the Board of Directors of the Association. All materials and fixtures installed by the Unit Owner in connection with any changes described in this Section shall be of first class quality, new and fully paid for by the Unit Owner.

4.02 Costs for Architectural Changes. As a precondition to considering any request submitted by a Unit Owner under Section 4.01, above, the Board of Directors may require the Unit Owner to provide, at Unit Owner's expense, an expert study prepared by an architect or engineer showing the effect, if any, of the proposed architectural changes upon the structure and building systems.

4.03 Minimal Disruption. In implementing any architectural changes approved by the Board of Directors, the Unit Owner shall use all reasonable efforts to minimize disruption to other Unit Owners. All construction work shall be performed during normal business hours.

ARTICLE V AMENDMENTS

5.01 Amendments. This document may be amended at any time by the Board of Directors of the Association.

ARTICLES OF INCORPORATION OF METROPOLITAN PLACE RESIDENTIAL CONDOMINIUM OWNERS ASSOCIATION, INC.

TABLE OF CONTENTS

OFFICE - DEPT OF FINANCIAL INSTITUTIONS STATE OF WISCONSIN

03 MAR -4 PM 1:13

STATE OF WISCONSIN FILED

MAR - 7 2003

DEPARTMENT OF FINANCIAL INSTITUTIONS

ARTICLES OF INCORPORATION OF METROPOLITAN PLACE RESIDENTIAL CONDOMINIUM OWNERS ASSOCIATION, INC.

Metropolitan Place Residential Condominium Owners Association, Inc., a nonstock corporation organized under Chapter 181 of the Wisconsin Statutes, hereby adopts the following Articles of Incorporation:

ARTICLE I
NAME

The name of the corporation is Metropolitan Place Residential Condominium Owners Association, Inc. (hereinafter referred to as the "Association").

ARTICLE II
PERIOD OF EXISTENCE

The period of existence of the Association is perpetual.

ARTICLE III
PURPOSES

The Association is organized to serve as an association of unit owners (as described in Section 703.15 of the Wisconsin Statutes) for Metropolitan Place Residential Condominium (the "Condominium"), and to exercise the powers, carry out the responsibilities, and otherwise engage in any lawful activity authorized and permitted by Chapter 181 of the Wisconsin Statutes.

ARTICLE IV
PRINCIPAL OFFICE

The principal office of the Association is located in Dane County, Wisconsin. The address of the principal office is 350 West Washington Avenue, Madison, Wisconsin 53703.

ARTICLE V
MEMBERS

The Association shall have members. Membership provisions (including the designation of classes, if any, and the method of acceptance of members of each such class) shall be set forth in the Bylaws. The respective voting rights of the members of the Association shall be as set forth in the Bylaws and a certain Declaration of Condominium for

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Metropolitan Place Residential Condominium (the "Declaration"), a condominium located in the City of Madison, Dane County, Wisconsin.

ARTICLE VI
BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors. The number of directors constituting the initial Board of Directors shall be three (3). Thereafter, the number and manner of election or appointment of directors and their terms of office shall be as provided in the Bylaws.

ARTICLE VII
DECLARANT CONTROL

Except as provided in Section 703.15(2)(d), Wisconsin Statutes (2001), as amended, the Declarant of the Condominium (the "Declarant") reserves the right to appoint and remove officers and directors of the Association and to exercise the powers and responsibilities of the Association, its members, and its directors until the earlier of either of the following shall occur: (i) expiration of ten (10) years from the date the first Unit is conveyed by Declarant to any person other than Declarant; or (ii) thirty (30) days after conveyance of seventy-five percent (75%) of the Common Elements to purchasers of Units in the Condominium. During this period, Declarant shall have the full and exclusive right to take all action on behalf of the Association, including but not limited to, the right to (a) make contracts and agreements on behalf of the Association for maintenance, operation, and management of the Condominium, (b) determine, levy, and collect assessments, (c) grant easements, and (d) enact and enforce rules and regulations for the use of the Condominium.

ARTICLE VIII
AMENDMENT

These Articles of Incorporation may be amended in the manner provided by Chapter 181 of the Wisconsin Statutes at the time of amendment; provided, however, that as long as the Declarant controls the Association pursuant to Article VII hereof and Section 6.02 of the Declaration, no amendment shall be effective without the written consent of the Declarant.

ARTICLE IX
REGISTERED AGENT

The name and address of the registered agent of the corporation are Clifford D. Fisher, 350 West Washington Avenue, Madison, Wisconsin 53703.

ARTICLE X
ACTION WITHOUT A MEETING

Any action which may be taken at an annual, regular or special meeting of members may be taken without a meeting in accordance with § 181.0708, Wis. Stats.

ARTICLE XI
INCORPORATOR

The name and address of the incorporator are Frederic J. Brouner, DeWitt Ross & Stevens S.C., 2 E. Mifflin Street, Suite 600, Madison, WI 53703.

Dated as of the 3rd day of March, 2003.

Frederic J. Brouner, Incorporator

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

On this 3rd day of March, 2003, Frederic J. Brouner, to me personally known and being first sworn, acknowledged that he signed the above document for the purposes recited therein.

Bradley W. Roetker
Notary Public, State of Wisconsin
My Commission: is permanent

ANNUAL OPERATING BUDGET
FOR METROPOLITAN PLACE
RESIDENTIAL CONDOMINIUM

The following is the projected annual operating budget for the Condominium for the current year of operation. It is derived from the Declarant's prior experience and consultation with third parties. Amounts may very from year to year as operation costs change. Expenses are only for the costs that are not the responsibility of individual Unit Owners, and a Unit Owner's individual for taxes and other individualized expenses of a Unit are not contained in this budget.

Gas	$82,750
Electric	$157,114
Water/Sewer	$56,910
Trash Removal	$15,525
Lawn Care	$27,098
Snow Removal	$6,340
Insurance	$87,001
Extermination	$855
Fire/Security Contract	$18,435
Permits	$575
Elevator Contract	$15,495
Maintenance Supplies and Contractors	$58,178
Cleaning Supplies & Janitorial	$74,369
Maintenance Staff, Manager and Service	$3,100
Management Contract	$228,094
Office Expenses & Legal	$19,944
Visitor/Handicap Parking	$3,480
Audit	$12,715
Reserve	$76,804
TOTAL	**$944,782**

		Unit per mo.	Per sq. ft. per mo.
Assessed equally to Units	$545,482	$133.70	
Assessed to Units prorata by size	$399,300		$0.065
	$944,782		