

**AMENDMENT TO DECLARATION OF CONDOMINIUM FOR MARKET
SQUARE CONDOMINIUM AND ASSOCIATED DOCUMENTS**

RECITALS

WHEREAS, the City and the Authority adopted a Redevelopment Plan dated September 24, 1997, and recorded in the office of the Register of Deeds of La Crosse County, in Volume 1202, Page 559, (hereinafter the "Plan"), and

WHEREAS, the City, the Authority, and the predecessor of the Developer entered into a Turnkey Agreement for the Market Square Ramp/Housing/Retail Development Project dated October 13, 1997, and recorded in the office of the Register of Deeds of La Crosse County, in Volume 1210, Page 929. This Agreement was amended by Addendum No. 1 to Turnkey Agreement dated November 1997, and recorded in the office of the Register of Deeds of La Crosse County, in Volume 1210 page 952, and by Addendum No. 2 to Turnkey Agreement dated September 8, 1998, and recorded in the office of the Register of Deeds of La Crosse County, in Volume 1267 page 509. The Turnkey Agreement and Addendums No. 1 and 2, hereinafter collectively referred to as "Turnkey Agreement," provided for the construction of 62 housing units, the "Housing" as defined in the Turnkey Agreement, 14,000 square feet of retail or commercial space, the "Retail Project" as defined in the Turnkey Agreement, and Six Hundred (600) parking stalls, the "Parking Facility" as defined in the Turnkey Agreement, collectively referred to as the "Project," and

WHEREAS, the Authority made that certain Declaration of Condominium for Market Square Condominium dated September 14, 1998, and recorded in the office of the Register of Deeds of La Crosse County, in Volume 1266, Page 617, hereinafter the "Declaration," and

WHEREAS, pursuant to the Declaration, a condominium association was created, to wit: Market Square Condominium Association, Inc., hereinafter the "Association," the members of which are the Authority and the Developer, and

WHEREAS, bylaws for the Association were created: hereinafter the "Bylaws," and

WHEREAS, the Authority is currently the fee simple owner of the Parking Unit, as defined in the Declaration, and the Developer is the fee simple owner of the Retail and Residential Unit, as defined in the Declaration. The Parking Unit is also known as Unit 1, as shown on a Condominium Plat filed in the office of the Register of Deeds of La Crosse County on September 14, 1998 in Volume 2 of Condominium Plats, Page 55, as Document Number 1207639, hereinafter the "Plat," and the Retail and Residential Unit is also known as Unit 2, as shown on the Plat, and

WHEREAS, the Authority and the predecessor of the Developer entered into a Lease for one hundred (100) of the one hundred eleven (111) parking stalls located in the lower level of the Parking Unit for the use of the Developer and the tenants of the Retail and Residential Unit, hereinafter the "Lease," a Market Square Parking/Housing/Commercial Facility Maintenance Agreement (attached to the Turnkey Agreement as Exhibit G, the "Maintenance Agreement"), an Amendment to Market Square Parking/Housing/Commercial Facility Maintenance Agreement (unrecorded, the "Amended Maintenance Agreement") and

WHEREAS, the Declaration and Bylaws require the approval of the City and/or the Authority for any change to the Retail and Residential Unit as defined in the Declaration, and

WHEREAS, the Authority and City have approved the division of the Retail and Residential Unit into separate condominium units, and

NOW THEREFORE, the City, Authority and the Developer hereby make the following Amendments to the Lease, Declaration, Maintenance and Amended Maintenance Agreement regarding the Market Square Condominium.

AMENDMENT TO LEASE

The Lease shall be extended so that it will expire December 31, 2038. All other terms of the Lease shall remain the same. A copy of the Lease as amended herein is attached hereto.

AMENDMENT TO DECLARATION

The following paragraphs of the Declaration shall be amended as follows. A copy of the Declaration as amended is attached hereto.

1. The introductory paragraph shall be amended to read as follows: The Redevelopment Authority of the City of La Crosse, Wisconsin, as Redevelopment Authority created under Wis. Stats. Sec. 66.431, the City of La Crosse, a Wisconsin Municipal Corporation, and River Mountain, LLC, a Wisconsin Limited Liability Company, (collectively, the "Declarant") do hereby declare that the real estate described below is subject to the Wisconsin Condominium Ownership Act (the "Condominium Law"). The real estate and all the improvements now or subsequently placed thereon and all appurtenant rights shall be known and described as the 1st Addendum to Market Square Condominiums (the "Condominium"). The address of the Condominium shall be 415 King St., La Crosse, WI, 54601.

2. Paragraph 1 shall be amended to read as follows:

Description of Land. The land which is the subject of this Declaration and upon which the improvements have been located are located in La Crosse County, Wisconsin, and is more particularly described on Exhibit A attached hereto. A survey of the Land, showing the boundaries of the Condominium, is contained in the 1st Addendum to Market Square Condominiums plat filed for record in the office of the Register of Deeds for La Crosse County, Wisconsin (the "Condominium Plat"). A copy of the Condominium Plat is attached hereto as Exhibit B.

3. Paragraph 2 shall be amended to read as follows:

Description of Building. The improvements constructed on the Land consist of one building (the "Building") containing the following units:

- (a) a Unit containing the first five levels of the Building (including the basement level, but excluding the Retail Component) containing in excess of 600 parking spaces (Unit One, the "Parking Unit");
- (b) A Unit consisting of not less than 60 housing units of residential apartment space, (Unit Fifteen, the "Apartment Unit") the all located above the Parking Unit;
- (c) Eleven Units to be used for commercial space (Units Two through Twelve, the "Commercial Units") located on the west and south sides of the ground level of the Parking Unit, the North Tenant Entrance Area, and the South Tenant Entrance Area; and
- (d) Two penthouse Units, (Units Thirteen and Fourteen, the "Penthouses");

all as more specifically described on in the attached legal description and Condominium Plat.

4. Paragraph 3 shall be amended to read as follows:

Identification and Location of Units. Each of the Building Units described in paragraph 2 is designated on the Condominium Plat and limited to the uses set forth in paragraph 10. The Retail and Residential Units shall consist of three components:

- (a) a Component consisting of five stories of residential space consisting of the Penthouses and the Apartment Unit (the "Residential Component"), and

(b) a Component consisting of the eleven Commercial Units (the "Retail Component").

5. Paragraph 4 shall be amended to read as follows:

Description of Units.

(a) Floor Plans, dimensions and locations of the Units are included in the Condominium Plat. General Specifications for the Building are on file at the office of the Commercial and Residential Associations, 415 King Street, La Crosse, WI, 54601.

(b) The boundaries of the Units are as follows:

i. The lower boundary of each Unit shall be the undersurface of the concrete floor beneath each Unit, except that as to the basement level of the Parking Unit, the lower boundary of such Unit shall extend beneath the undersurface of the concrete slab to the underslab drainage system.

ii. The upper boundaries of the each Unit shall be the undersurface of the concrete floor of the Unit above, except for the Penthouse Units, for which the upper boundary shall be the horizontal plane described by the interior surface of the roof of the Building.

iii. The vertical boundaries of each Unit shall be as follows:

A. As to the interior vertical boundary separating the Commercial Units from the Parking Unit, the boundary shall be the vertical plane of the face of the wall facing the Parking Unit provided, however, that all doors and windows serving a Commercial Unit shall be included within the boundaries of the Unit served by such doors and windows.

B. As to the exterior vertical boundary separating the Units from the Condominium common element consisting of the exterior wall, the boundary shall be the interior of the exterior wall defined as face brick plus columns provided, however, that all doors and windows serving a Unit shall be included within the boundaries of the Unit served by such doors and windows.

C. As to interior vertical boundaries separating horizontally adjacent Commercial or Residential Units or separating horizontally adjacent Commercial or Residential Units and Common Elements, such boundaries shall be the vertical plane described by the mid-wall of interior to interior.

D. All utility services, lines, pipes, wires, vents, flues, chimneys, ducts, cables, conduits, antennae, utility lines, fire prevention installations, stairwells, elevators and Building service equipment (collectively, the "Service Elements") serving only one Unit and located within the boundaries of such Unit shall be part of the Unit served. All Service elements serving more than one Unit shall be Common Elements, regardless of where such Service elements are located. All structural columns, caissons, and bearing walls (including the underground foundation) (collectively, the "Structural Units") supporting more than one Unit within the Building shall be Common Elements, regardless of where such Structural Units are located.

E. If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the 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.

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 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 Element.

6. Paragraph 8 shall be amended to read as follows:

8. Determination of Percentage Undivided Interest in Common Elements. The undivided percentage interest (the "Undivided Interest") in the Common Elements appurtenant to each Unit shall be determined as follows:

<u>Unit</u>	<u>Undivided Interest</u>
Parking Unit	58.168%
Unit 2	.569%
Unit 3	.339%
Unit 4	.379%
Unit 5	.369%
Unit 6	.379%
Unit 7	.699%
Unit 8	.479%
Unit 9	.239%
Unit 10	.609%
Unit 11	.189%
Unit 12	.579%
Unit 13	5.88%
Unit 14	5.88%
Unit 15	25.25%

In the event the Apartment Unit, Unit 15, is expanded into sixty (60) Units, each of those Units shall have a percentage interest in the Common Elements equal to .4208% each.

7. Paragraph 9 shall be amended to read as follows:

Voting Rights in the Condominium Associations. There shall be three Associations. One, to govern the whole condominium, called the Market Square Condominium Association, Inc., (the "Market Square Assn.") one to govern only the Commercial Units, called the Market Square Commercial Condominium Association, Inc. (the "Commercial Unit Assn.") and one to govern only the Residential Units, called the Market Square Residential Condominium Association, Inc. (the "Residential Unit Assn."). There shall be 100 voting units in the Market Square Assn. Unit One shall have 61 votes,

the Commercial Unit Assn. 19 votes and the Residential Unit Assn. 20 votes. Individual Unit Owners shall not have a vote in the Market Square Assn. For purposes of the Commercial Unit Assn. each Unit shall have one vote. For purposes of the Residential Unit Assn. each penthouse shall have one vote, and the Apartment Unit, sixty (60) votes. Any reference in the Declaration to Condominium Association shall be amended to read Market Square Assn., unless otherwise stated.

8. The references in paragraphs 10, 11, 13 and 14 to Condominium Association shall be amended to refer to the appropriate condominium associations.

9. The following language shall be added to Paragraph 10:

(e) So long as Merrill Lynch, Pierce, Fenner & Smith Incorporated or a successor to its business in the Premises leases or owns a commercial condominium unit, no other such unit shall be rented to, owned by or occupied by, a person or entity who is in the securities brokerage business. However, this restriction shall not apply to insurance agents (and such agents may sell annuities and other products typically marketed by insurance companies and regulated by the state insurance commission), or to accountants or financial planners who do not sell securities but do counsel clients with respect to the purchase of securities and other wealth management issues.

10. Paragraph 14 shall be deleted.

11. Paragraph 15 shall be amended to read as follows:

The lien of the assessments provided for in Section 703.165 of the Condominium Law shall be subject and subordinate to any lien granted priority by Section 703.165(5), upon any Unit subject to assessment, provided, however, that said subordination to any such lien shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Unit pursuant to a foreclosure, or any other proceeding in lieu of foreclosure.

Such sale or transfer shall not relieve such Unit from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments, nor shall it relieve the owner of such Unit before such sale or transfer from personal liability for any assessments which became due and payable prior thereto.

12. Paragraph 16 shall be deleted.

13. The word "Sublet" in the title to Paragraph 17 shall be amended to

read "Subject:"

14. Paragraph 19 shall be amended to read as follows:

Maintenance Agreement. The maintenance responsibilities of the Unit Owners shall be as set forth in the Maintenance Agreement as amended by the Amendment to Maintenance Agreement and as further amended by this Declaration.

15. Paragraph 22 shall be amended to read as follows:

Amendment. Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least eighty (80%) percent of the total voting interests held by all Unit Owners. No Unit Owner's consent shall be effective without the consent of the first mortgagee of such Unit. So long as the Developer owns any Unit, the consent in writing of the Developer, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. A copy of the amendment shall be recorded with the Register of Deeds for La Crosse 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 the initial conveyance of all Units, this Declaration may be amended by the Declarant for purposes of clarification and correction of errors and omissions.

16. Paragraph 24 shall be deleted.

17. The following provisions shall be added to the Declaration as paragraphs 20 through 27:

20. Conversion.

The Apartment Unit may be converted into sixty (60) condominium units at the sole option of the Developer. Upon any such conversion, the percentage interest in the Common Elements appurtenant to each Unit and calculated under paragraph 8 shall change as set forth in said paragraph. The Condominium shall be deemed converted when an amendment to this Declaration, executed by Developer, is recorded in the Office of the Register of Deeds for La Crosse County, which amendment shows the new percentage interests of the Unit Owners and the votes which each Unit Owner may cast in the Condominium as converted, and when an amendment to the Condominium Plat is recorded as required in Section 703.26, Wisconsin Statutes. Developer reserves the right to amend this Declaration, its Exhibits, and the Condominium Plat, without any other

consent or approval, for the purpose of effecting a conversion of the Condominium. 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, rights to Common Surpluses, and shall have the number of votes set forth in the Declaration amendment. Following any such Conversion, 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.

21. Lease of Units. Each Unit or any part thereof may be rented.

22. Insurance.

Except to the extent that the City of La Crosse/Redevelopment Authority of the City of La Crosse is/are self insured, the Market Square Assn., Commercial Unit Assn. and Residential Unit Assn. shall obtain and maintain such fire, casualty, public liability and special form insurance coverage in appropriate amounts and on appropriate policies. Except to the extent that the City of La Crosse/Redevelopment Authority of the City of La Crosse is/are self insured, each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage for all improvements to the Unit made after issuance of the original certificate of occupancy and all improvements located therein for not less than the full replacement value thereof.

23. Rights of Mortgagees.

Notice.

Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Unit (the "Mortgagee") that has so requested of the applicable condominium association(s) in a writing received by the association(s) 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 any of the Associations 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, any of the Articles, or any of the Bylaws or any rules and regulations.

(c) Any physical damage to the Common Elements in an amount exceeding Twenty Thousand Dollars (\$20,000).

(d) The lapse, cancellation, or material modification of any insurance policy maintained by any condominium association, the applicable association shall provide timely written notice to the first mortgagee and guarantor of the mortgage on any unit in the Condominium.

(e) A default by a Unit Owner for the payment of Common Expenses which lasts more than a period of sixty (60) days.

Amendment of Provisions Affecting Mortgagees.

Notwithstanding the provisions of paragraph 19 of this Declaration, neither this paragraph nor any paragraph of this Declaration requiring the approval of any Mortgagee to any action shall be amended unless all Mortgagees have given their prior written approval. Furthermore, any amendments of a material adverse nature to first mortgagees must be agreed to by first mortgagees that represent at least fifty-one percent (51%) of the votes of Units that are subject to first mortgages. In the event a first mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after it receives proper notice of the proposal, then the first mortgagee's approval shall be implied, provided the notice of the proposed amendment was delivered to first mortgagee by certified or registered mail, with a "return receipt" requested.

Owners of Unmortgaged Units.

Whenever any provision contained in this Declaration requires the consent or approval (whether by vote or in writing) of a stated number or percentage of Mortgagees to any decision, each Unit Owner of any unmortgaged Unit shall be considered a "Mortgagee" as well as a "Unit Owner" for purposes of such provision.

Condominium Liens.

Any Mortgagee who obtains title to a Unit under the remedies provided in the mortgage or land contract against the Unit or through foreclosure shall not be liable for more than six (6) months of the Unit's unpaid dues and assessments accrued before the date on which the holder acquired title.

Repair or Reconstruction.

In the event the Condominium is damaged or destroyed and it relates to either a material portion of the Condominium and/or a unit that is secured by a first mortgage, the applicable condominium association shall promptly provide written notification to the mortgagee (and guarantor) that holds a first mortgage on the unit, if any. Furthermore, the Market Square Assn. shall promptly undertake to repair or reconstruct the damaged portion of the Condominium to its former condition unless, by the affirmative vote of unit owners representing at least eighty percent (80%) of the votes of the Market Square Assn. and their first mortgagees, a contrary

decision is made. Upon reconstruction, the Market Square Assn. may vary the design, plans, and specifications of the Condominium from that of the original; provided, however, there is neither a violation of any PUD Agreement affecting the property nor a change in the number of square feet for such affected units as existed immediately prior to the damage or destruction (unless unit owners owning at least seventy five percent (75%) of the units agree otherwise); and provided, further, the location and floor plan of the buildings and units therein shall be substantially the same as they were prior to the damage. In the event of any variance, an amendment to the Declaration and Condominium Plat shall be recorded. In the event insurance proceeds are insufficient to pay the estimate or actual costs of reconstruction, the shortage shall be considered a Common Expense, and the Market Square Assn. shall have the responsibility and the right to levy assessments against the Unit Owners as provided herein.

24. Amended Bylaws for Market Square Condominium Association.

The Bylaws for the Market Square Condominium Association shall be amended to read as set forth in the attached Exhibit, entitled Amended Bylaws of Market Square Condominium Association, Inc.

25. Reconstruction, Repair of Sale in the Event of Damage or Destruction.

Determination to Reconstruct or Repair.

In the event all or any part of the Common Elements are damaged or destroyed and it relates to either a material portion of the Condominium and/or a Unit that is secured by a first mortgage, the applicable condominium association(s) shall promptly provide written notification to the mortgagee (and guarantor) that holds a first mortgage on the unit, if any. Furthermore, the applicable condominium association(s) shall promptly undertake to repair or reconstruct the damaged portion of the Condominium to its former condition unless, by the affirmative vote of unit owners representing at least eighty percent (80%) of the votes of the applicable condominium association(s) and their first mortgagees, a contrary decision is made. Upon reconstruction, the applicable condominium association(s) may vary the design, plans, and specifications of the Condominium from that of the original; provided, however, there is neither a violation of any PUD Agreement affecting the property nor a change in the number of square feet for such affected units as existed immediately prior to the damage or destruction (unless Unit Owners owning at least seventy five percent (75%) of the units agree otherwise); and provided, further, the location and floor plan of the buildings and units therein shall be substantially the same as they were prior to the damage. In the event of any variance, an amendment to the Declaration and Condominium Plat shall be recorded. In the event insurance proceeds are

insufficient to pay the estimate or actual costs of reconstruction, the shortage shall be considered a Common Expense, and the applicable condominium association(s) shall have the responsibility and the right to levy assessments against the Unit Owners as provided herein.

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 Common Elements, unless (1) a majority of the first Mortgagees (one vote per mortgaged Unit) approve of the variance from such plans and specifications; and (2) the board of directors of the applicable condominium association(s) authorize(s) the variance in the case of reconstruction of or repair to the Common Elements. If 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 applicable condominium association(s) setting forth such authorized variance.

Responsibility for Repair.

In all cases after a casualty has occurred to the Common Elements, the applicable condominium association(s) has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

Insurance Proceeds and Construction Fund.

Insurance proceeds held by the applicable condominium association(s) as trustee shall be disbursed by the applicable condominium association(s) for the repair or reconstruction of the damaged Common Elements. The the applicable condominium association(s) shall have no responsibility to repair, reconstruct, or replace any Unit or any improvements located within a Unit. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged Property has been completely restored or repaired.

Assessments For Deficiencies.

If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the applicable condominium association(s), 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 shall be in proportion to each Unit Owner's percentage interest in the Common Elements. All assessed funds shall be held and disbursed by the applicable condominium association(s), as trustee(s) for the Unit Owners and Mortgagees involved.

Surplus in Construction Funds.

All insurance proceeds and Special Assessments held by the applicable condominium association(s) as trustee(s) for the purpose of rebuilding or reconstructing any damage to the Common Elements are referred to herein as "Construction Funds." It shall be presumed that the first moneys 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 in the Common Elements.

Damage or Destruction of Unit.

Following any damage or destruction to any improvements located within any Unit, the Unit Owner shall repair and restore such Unit to its condition prior to the damage or destruction as soon as possible but in any case within two hundred seventy (270) days of the damage or destruction.

26. Condemnation.

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 or any improvements located therein and for consequential damages to the Unit or improvements located therein.

(b) If 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.

Determination to Reconstruct Common Elements. Following the taking of all or part of the Common Elements, the Common Elements shall be restored or reconstructed.

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 taken Common Elements unless seventy-five percent (75%) of the Unit Owners and a majority of the first Mortgagees (one vote per mortgaged Unit) shall authorize a variance from such plans and specifications. If 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 Market Square Assn. setting forth such authorized variances.

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 Market Square Assn. and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

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 Market Square Assn., 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 and shall constitute a Common Expense.

Surplus In Construction Fund. It shall be presumed that the first moneys 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.

Percentage Interests Following Taking. Following the taking of all or any part of any Unit, the percentage interest in the Common Elements appurtenant to any Unit shall be equitably adjusted to reflect the respective relative values of the remaining Units (or portions thereof) to all of the Units, determined without regard to the value of any improvements located within the Units. The Market Square Assn. shall promptly prepare and record an amendment to the Declaration reflecting the new percentage interests appurtenant to the Units. Such amendment need be signed only by two officers of the Market Square Assn..

27. General and Special Assessments. The Associations shall levy monthly general assessments, and may also levy special assessments, against the Unit Owners as set forth in the Bylaws of each Association.

AMENDMENT TO MAINTENANCE AGREEMENT

The following paragraphs of the Maintenance Agreement shall be amended as follows.

In Paragraphs 3, 4, 6 and 15, MSH shall mean the Market Square Commercial Condominium Association, Inc.

In Paragraphs 7, 9, 11, 14, 18 and 19, MSH shall mean the Market Square Residential Condominium Association, Inc.

In Paragraphs 13, 20, and 21, MSH shall mean the Market Square Residential Condominium Association, Inc. and the Market Square Commercial

Condominium Association, Inc., shared pro rata according to the square footage of the Commercial Units and the Penthouses and the Apartment Unit.

In Paragraph 16, MSH shall mean the Unit Owners of Units other than the City.

AMENDMENT TO AMENDED MAINTENANCE AGREEMENT

The following paragraphs of the Amendment to Maintenance Agreement shall be amended as follows.

In Paragraphs 1, 2, and 12, MSH shall mean the Market Square Residential Condominium Association, Inc.

In Paragraphs 3 and 11, MSH shall mean the Market Square Residential Condominium Association, Inc. and the Market Square Commercial Condominium Association, Inc., shared pro rata according to the square footage of the Commercial Units and the Penthouses and the Apartment Unit.

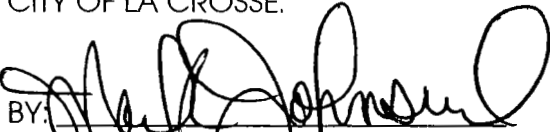
In Paragraph 9, MSH shall mean the Market Square Residential Condominium Association, Inc. The Market Square Commercial Condominium Association, Inc. shall be responsible for the maintenance of the awnings and face brick on the first floor level of the Building.

AMENDED AND RESTATED DECLARATION AND AMENDED MAINTENANCE AGREEMENT

The Declaration, as amended herein, shall be incorporated into a document entitled RESTATED DECLARATION OF CONDOMINIUM FOR MARKET SQUARE CONDOMINIUM NOW KNOWN AS 1st Addendum to Market Square Condominiums. A copy of said document is attached hereto. The Maintenance Agreement, and the Amendment to Maintenance Agreement, as amended herein, shall be incorporated into one document, entitled Amended Market Square Maintenance Agreement. A copy of said document is attached hereto.

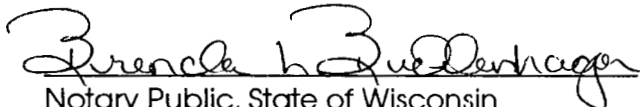
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year as hereinafter set forth above.

CITY OF LA CROSSE.

BY: 
Mark Jahnsrud, Mayor

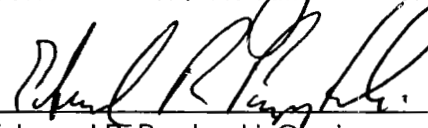
BY: 
Teri Lehrke, City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF LA CROSSE)


Notary Public, State of Wisconsin
My Commission: 1-30-11

REDEVELOPMENT AUTHORITY OF
THE CITY OF LA CROSSE:

BY: 
Lawrence J. Kirch, Executive Director

BY: 
Edward R. Przytarski, Chairman

STATE OF WISCONSIN)
) ss.
COUNTY OF LA CROSSE)

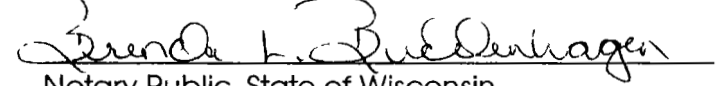

Notary Public, State of Wisconsin
My Commission: 1-30-11

EXHIBIT A - LEGAL DESCRIPTION

Lot 1, Certified Survey Map recorded in Volume 8, page 78, City of La Crosse, La Crosse County, Wisconsin.