

cured by the Unit Owner within thirty (30) days after the giving of notice by the Association to the Unit Owner of the existence of the default; and

(iv) Notice of any sixty (60) day delinquency in the payment of assessments or charges owed by a Unit Owner of a Unit which is subject to the Eligible Mortgage.

(b) The request of an Eligible Mortgagee or its servicer shall specify which of the above items it desires to receive, shall request all rights under the Condominium Documents, shall indicate the address to which any notices or documents shall be sent by the Board of Directors and shall set forth the unit number or address of the Unit on which it has or insures or guarantees an Eligible Mortgage. The Board of Directors need not inquire into the validity of any request made hereunder by an Eligible Mortgagee. The Board of Directors may refuse to honor any request where, after reasonable inquiry, it shall determine that the person making such request is not entitled to the material so requested and may establish reasonable rules to implement this Section 10.3(b). As a condition of the transmittal of such items, the Board of Directors, on behalf of the Association, may charge an Eligible Mortgagee for the cost of any such copies and any postage incurred in connection therewith.

(c) Failure to comply with the requirements set forth above shall in no way invalidate the otherwise proper actions of the Association and the Board of Directors.

(d) Any Eligible Mortgagee shall have the right, exercisable upon written request to the Board of Directors, to examine the books and records of the Association at any reasonable time.

Section 10.4 Implied Approval. The approval of an Eligible Mortgagee to any of the foregoing amendments, modifications, or revisions may be assumed when any Eligible Mortgagee fails to submit a response to any written proposal for any such amendment, modification or revision within thirty (30) days after proper notice has been delivered to the Eligible Mortgagee, by certified or registered mail, return receipt requested.

Section 10.5 Application and Effect. The provisions of this Article X shall supersede any inconsistent provision or provisions of this Declaration, the Bylaws or the Rules and Regulations; provided, however, that said provisions shall not be deemed to limit or expand and shall not supersede the following:

(a) The amendment provisions of Article IX of this Declaration and of Section 1 of Article XIII of the Bylaws;

(b) The right granted to the Declarant in this Declaration to subdivide or relocate the boundaries of Units and to designate Reserved General Common Elements; and/or

(c) The rights of any Unit Owner and his or her mortgagee with respect to matters particularly affecting such Unit Owner's Unit and/or Eligible Mortgage, including, without limitation, as set forth in Section 11.1 hereof, with respect to any relocation, combination or subdivision, and Article VIII, with respect to a Unit Owner's right to submit said Unit Owner's Unit to a Subdeclaration.

REEL 5336

IMAGE

1475

Section 10.6 Subordination of Lien for Common Expenses. The lien for Common Expenses provided for in the Condominium Documents and in Section 703.16 of the Act, as amended and renumbered from time to time, shall be subject and subordinate to the lien of any Eligible Mortgage upon any Unit or Subunits; provided, however, that said subordination to any Eligible Mortgage shall apply only to the assessments which become due and payable prior to the earliest to occur of (i) any such holder of an Eligible Mortgage taking possession of a Unit, (ii) the sale or transfer of such Unit pursuant to a foreclosure, or (iii) the sale or transfer by any other proceeding in lieu of foreclosure, including, without limitation, a deed in lieu of foreclosure. The Unit Owner shall remain personally liable for all such Common Expenses and said sale or transfer or the taking of possession shall not relieve such Eligible Mortgagee or transferee from liability for any Common Expenses thereafter becoming due nor from the lien from any subsequent Common Expenses, including, without limitation, said Unit's proportionate share of any prior Common Expenses that have not been paid by any Unit Owner, including the Unit Owner owning the Unit encumbered by such Eligible Mortgage.

ARTICLE XI BOUNDARY RELOCATION; PARTITION

Section 11.1 Relocation of Unit Boundaries and Subdivision of Units. Any Unit may be subdivided into 2 or more Units, combined or the boundaries thereof relocated if such action shall have been approved in writing by all affected Unit Owners, all Eligible Mortgagees of the Units involved and the Board of Directors, and if the Declarant then holds any ownership interest in any Unit, the Declarant. The foregoing consents shall not be required with respect to Unit subdivisions or boundary relocations made by the Declarant. An amendment to this Declaration to effect any Unit subdivision, combination or boundary relocation shall be recorded by the Secretary of the Association. Any such subdivision, combination or relocation provisions shall comply with the applicable provisions of Section 703.13 (6) and (7) of the Act, as the same may be amended or renumbered from time to time, and with the provisions of the Bylaws.

Section 11.2 Liens and Indemnification. All work in connection with a relocation, combination, and/or subdivision shall be completed in a good and workmanlike manner, free from all liens. The Unit Owner(s) owning Units with respect to which the boundaries are relocated or owning any Units that are subdivided shall indemnify and hold harmless the other Unit Owners, the Board of Directors, the Declarant and the Association from and against all claims of third parties for personal injury or property damage arising from work performed in connection with any such relocation or subdivision. The Board shall have the authority to assess against any such Unit, any and all costs reasonably incurred by the Association as the result of the failure by said Unit Owner to pay any and all costs that are associated with such work or that are covered by the foregoing indemnity.

Section 11.3 No Revocation or Partition. Except as otherwise set forth herein, the Common Elements shall remain undivided and no Unit Owner or any other person shall bring or have the right to bring any action for partition or division thereof, nor shall the Common Elements be abandoned by act or omission, unless the Condominium regime is waived and terminated by agreement of Unit Owners owning Units to which appertain at least one hundred percent (100%) of all the votes in the Condominium and one hundred percent (100%) of the

REEL 5336

IMAGE 1476

holders of any mortgages on the Units, except as provided herein in the event of casualty or condemnation.

ARTICLE XII CONDOMINIUM DOCUMENTS: SCOPE

Section 12.1 Scope of Coverage. All present and future Unit Owners of Units, tenants of such Unit Owners and any other occupants of Units, employees of Unit Owners, or any other persons that in any manner use come upon the Condominium or any part thereof shall be subject to and shall comply with the provisions of this Declaration (including the Plat and Floor Plans), the Articles, the Bylaws and Rules and Regulations of the Association, as these instruments may be amended from time to time. A violation of the provisions of the Condominium Documents by any such person shall be deemed a substantial violation of the duties of the respective Unit Owner. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit shall constitute an acceptance by such Unit Owner, tenant or occupant of the provisions of such instruments, as they may be amended from time to time. The provisions contained in such instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and fully stipulated in each deed, conveyance or lease thereof. The enforcement may be by such judicial proceedings as the Board of Directors may deem appropriate as well as pursuant to the provisions of the Condominium Documents and/or the Act.

ARTICLE XIII DAMAGE OR DESTRUCTION; EMINENT DOMAIN

Section 13.1 Damage or Destruction. In the event the Condominium is destroyed or damaged to such an extent that either (i) the insurance proceeds, if any, constitute less than one hundred percent (100%) of the cost of completing repair or reconstruction or (ii) the estimated cost of repairing the damage exceeds \$500,000, then action by Unit Owners owning Units to which seventy-five percent (75%) of the votes in the Association appertain taken within One Hundred Twenty (120) days after such damage or destruction shall be necessary to determine not to repair or reconstruct the Condominium as more fully described in Section 1, Article IX of the Bylaws. In the event of either (a) damage or destruction for which insurance proceeds are equal to or greater than one hundred (100%) of the cost of completing repair or reconstruction and the estimated cost of repairing the damage is equal to or less than \$500,000 or (b) 75% of the Unit Owners did not vote within said 120-day period to waive, terminate and partition the Condominium, then the Condominium shall be repaired and reconstructed pursuant to arrangement by the Board of Directors of the Association as provided in said section of the Bylaws.

Section 13.2 Eminent Domain. Whenever all or part of the Common Elements shall be taken or threatened to be taken, injured or destroyed by eminent domain or the threat thereof, each Unit Owner appoints the Association as attorney-in-fact for this purpose. Each Unit Owner shall be entitled to notice thereof, but in any proceedings for the determination of damages, such damages shall be determined for such taking, injury or destruction as a whole and not for each Unit Owner's interest therein. In the event of a taking by eminent domain, or the

REEL 5336

IMAGE

1471

threat of a taking by eminent domain, the award shall be applied pursuant to the terms and provisions of the Bylaws and any readjustments to the Percentage Interests appurtenant to the Units shall also be as more particularly set forth in the Bylaws.

Section 13.3 Negotiations. In the event all or part of the Common Elements are destroyed or damaged or are taken, injured or destroyed by eminent domain, the Association shall represent the Unit Owners in negotiations, settlements and agreements with the condemning authority and/or the insurance company. Each Unit Owner appoints the Association as attorney-in-fact for this purposes. Any insurance proceeds, or any award or proceeds of settlement shall be payable to the Association for the use and benefit of the Unit Owners and their mortgagees as their interests may appear and in accordance with the terms of the Bylaws.

Section 13.4 Priority of First Mortgagees. Except as otherwise provided by the Act, no provision of this Declaration, the Bylaws, or the Rules and Regulations, shall be construed to grant to any Unit Owner, or to any other party, any priority over any rights of holders of first mortgages or deeds of trust pursuant to their first mortgages or deeds of trust in case of the distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or the Common Elements or any portions thereof.

ARTICLE XIV INSURANCE

Section 14.1 Insurance. The Board of Directors and Unit Owners shall obtain and maintain insurance as provided in the Bylaws.

ARTICLE XV CONVEYANCE OF PARKING SPACES

Section 15.1 Conveyance of Parking Spaces. Any "to be assigned" Parking Space(s) as identified on the Plat (the "Assignable Parking Spaces") may be initially assigned by a written assignment executed by the President of the Association and filed with the Secretary of the Association from time to time to either the Unit Owner of the Office Unit or the Unit Owner of the Residential Unit and then any such Assignable Parking Space(s) may be further assigned from time to time by written assignment filed with the Secretary of the Association by the Unit Owner of the Residential Unit to the Unit Owner of the Office Unit and by the Unit Owner of the Office Unit to the Unit Owner of the Residential Unit on such terms and conditions as may be agreed to by and between said Unit Owners. The Board shall keep a list of which Parking Space(s) are appurtenant or assigned to the Office Unit and which Parking Space(s) are appurtenant or assigned to the Residential Unit. Any such Unit Owner so acquiring an Assignable Parking Space shall provide a copy of the assignment conveying such Assignable Parking Space to such Unit Owner to the Secretary of the Association within fifteen (15) days of any such conveyance. The costs associated with the basement parking area shall be allocated as more particularly set forth in the Bylaws based on the number of parking spaces appurtenant or assigned to a Unit compared to the total number of parking spaces located in the basement parking area.

REEL 5336

IMAGE 14/8

ARTICLE XVI ADDITIONAL PROVISIONS

Section 16.1 Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 16.2 Severability. The invalidity or unenforceability of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid or unenforceable provision had never been included herein. Any conflict between any provision of any Condominium Document and the Act, or any questions regarding the interpretation of any Condominium Documents, shall be governed by the Act.

Section 16.3 No Obligations. Nothing contained in the Condominium Documents shall be deemed to impose upon the Declarant or its successors or assigns any obligations of any nature to build, renovate or provide any improvements except to the extent required by the Act.

Section 16.4 Registered Agent. The resident agent and registered agent for service of process shall be Van Buren Management Company, Inc., 788 North Jefferson Street, 8th Floor, Milwaukee, WI 53202. Change of agent for service of process may be accomplished by resolution adopted by a majority of the Board of Directors of the Association and by the filing of such change with the Department of Financial Institutions of the State of Wisconsin or such other office as shall then be designated for the filing of a change of registered agent for nonprofit corporations.

Section 16.5 Mergers. Upon a merger or consolidation of the Association with another corporation as provided in its Articles and Bylaws, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or corporation, or, alternatively, the properties, rights and obligations of another corporation may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration within the Property except as herein above provided.

Section 16.6 Conveyance of Additional Common Elements. Declarant may convey additional real estate, improved or unimproved, located within the boundaries of the Property or immediately adjacent thereto, including, without limitation, the Alley, or any part or parts thereof, which upon conveyance or dedication to the Unit Owners, shall be accepted by the Unit Owners and thereafter shall be maintained by the Association at its expense for the benefits of all of the Unit Owners.

Section 16.7 Use of Facilities of Others. The Board of Directors shall have the right, upon the approval of Unit Owners owning Units to which a majority of the votes in the

REEL 5336

IMAGE 1479

REEL 5336
IMAGE 1480

Association appertain, to enter into agreements, including, without limitation,, easement agreements and licenses, granting the Unit Owners the right to use the recreational facilities or other facilities, including, without limitation, privately owned utilities, of other associations or land owners on reasonable terms and conditions, including, without limitation, payment of a fee in connection therewith.

Section 16.8 Power of Attorney. In the furtherance of the Declarant and the Association's rights pursuant to Section 2.6, Section 4.1(i) and Article 9, a power coupled with a interest is hereby reserved and granted to the Declarant and to the Board of Directors to make, consent to and/or execute any of the documents that the Declarant and the Board of Directors are authorized to make, consent to and/or execute pursuant to Section 2.6, Section 4.1(i) and Article 9 of this Declaration and each deed or other document of conveyance, mortgage or other evidence of lien or obligation or any other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to, the reservation of the power reserved and granted to the Declarant and granted to the Association to make, consent to, execute and/or record any such documents.

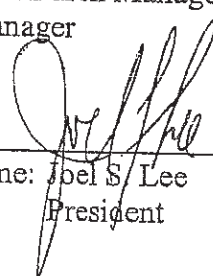
Section 16.9 Assignment. Declarant shall have the right to assign all of its right, title, interest and obligation hereunder to any person or entity acquiring all of the Declarant's then ownership in the Condominium by written agreement expressly stating that the Declarant assigns all of its rights as Declarant hereunder to such person or entity, which assignment shall either expressly be set forth in any conveyance document conveying said ownership interest or expressly set forth in a separate assignment and shall be effective upon recording of a conveyance document or separate assignment in the Office of the Register of Deeds for Milwaukee County, Wisconsin. Declarants will also have the right to collaterally assign all of its right, title, interest and obligation hereunder to any holder of a mortgage encumbering all of Declarant's then ownership in the Condominium by written agreement expressly setting forth any such collateral assignment.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed on the date first above written.

DECLARANT:

CATHEDRAL PLACE, LLC

By: Van Buren Management, Inc.
Its: Manager

By: 
Name: Joel S. Lee
Its: President

ACKNOWLEDGEMENT

STATE OF WISCONSIN)

) SS.

COUNTY OF MILWAUKEE)

Personally came before me this 23rd day of May, 2002, Joel S. Lee, the President of Van Buren Management, Inc., the Manager of Cathedral Place, LLC, to me known to be the person who executed the foregoing on behalf of said limited liability company and acknowledged same.


Printed Name: Samuel J. Arena

Notary Public, State of Wisconsin

My Commission is permanent.

(If not permanent, state expiration date:

_____, _____.)

This document was drafted by and should be returned to Sarah O. Jelencic, c/o Foley & Lardner, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202.

REEL 5336

IMAGE 1481

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

REEL

5336

IMAGE

1482

**EXHIBIT A-1
PLAT OF SURVEY**

See attached Plat of Survey

The Cathedral Place Property

Parcel 1 of Certified Survey Map No. 7077, recorded on March 22, 2002, as Document No. 8249204, being a division of Lots 1 through 6 inclusive and part of Lot 13, Block 21 in Plat of Milwaukee on the East Side of the River in the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 28, Township 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, and East $\frac{1}{2}$ of the vacated alley abutting on the West.

Tax Key No. 392-0827-110-9 and

Tax Key No. 392-0826-X and

Tax Key No. 392-0825-4

REEL

5336

IMAGE

1483

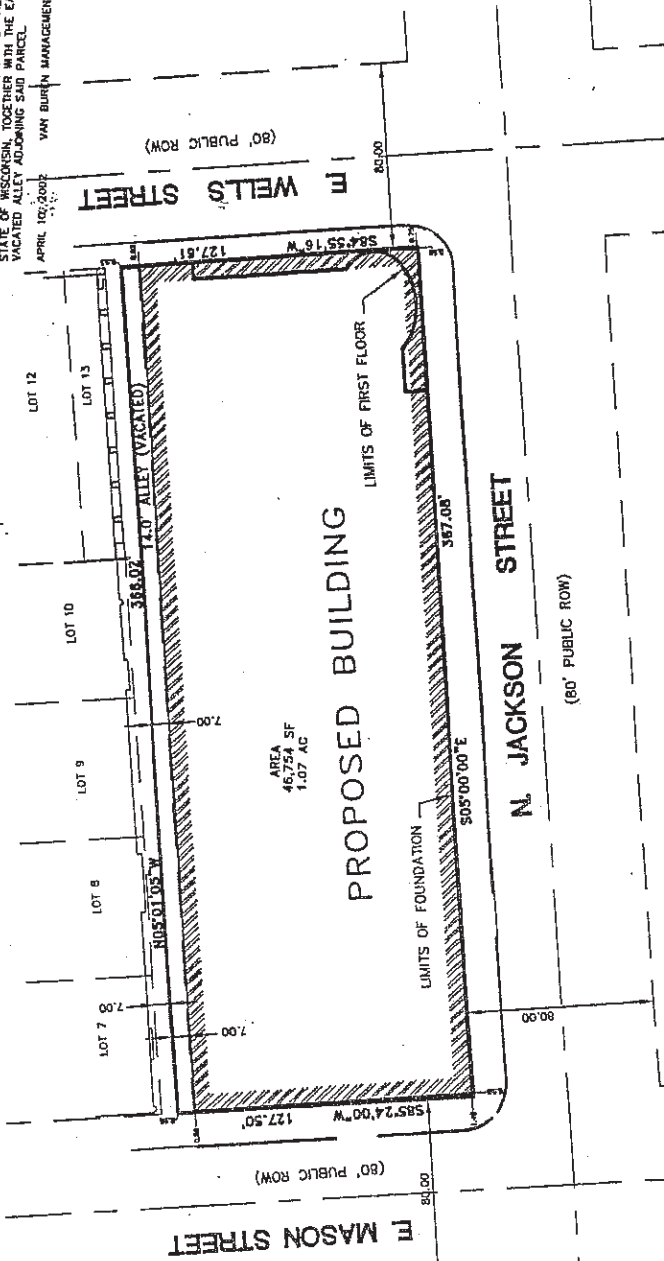
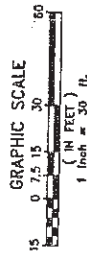
CATHEDRAL PLACE CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

LEGAL DESCRIPTION

PARCEL 1 OF CERTIFIED SURVEY MAP NO. 7077, RECORDED ON MARCH 22, 2002, REEL 5250, IMAGES 1018 TO 1021, AS DOCUMENT NO. 8249204, BEING A DIVISION OF LOTS 1 THROUGH 6 INCLUSIVE AND PART OF LOT 7, BLOCK 21 IN PLAT OF MILWAUKEE ON THE EAST SIDE OF THE RIVER IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 7 NORTH, RANGE 12 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, TOGETHER WITH THE EASTERLY ONE HALF OF THE VACATED ALLEY ADJOINING SAID PARCEL.

APRIL 10, 2002 VAY BURN MANAGEMENT SURVEY NO. 160219-DAY



I, DONALD C. CHAPUT, R.L.S., DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXISTING BOUNDARY LINES AND THE LOCATION OF EXISTING OR PROPOSED BUILDINGS AND IMPROVEMENTS UPON SAID PROPERTY.

THIS CONDOMINIUM PLAT IS A CORRECT REPRESENTATION OF CATHEDRAL PLACE CONDOMINIUM AND THE IDENTIFICATION AND LOCATION OF EACH UNIT, AND TO THE EXTENT FEASIBLE, THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT, THE DIAGRAMMATIC FLOOR PLANS SHOW ONLY THE APPROXIMATE DIMENSIONS, FLOOR AREAS AND LOCATION OF EACH UNIT.

APRIL 10, 2002

NOTES:

1. THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM OTHER THAN THOSE AREAS DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS.
2. DIAGRAMMATIC FLOOR PLANS SHOWN HEREIN ARE BASED ON PRE-CONSTRUCTION ARCHITECTURAL PLANS. DIMENSIONS AND LOCATIONS OF UNIT BOUNDARIES, ARE APPROXIMATE AND MAY VARY WITH ACTUAL COMPLETED BUILDING CONSTRUCTION.

DONALD C. CHAPUT
REGISTERED LAND SURVEYOR
REGISTRATION NO. 5-1316

(SEAL)

National Survey & Engineering

PROFESSIONAL SURVEYOR



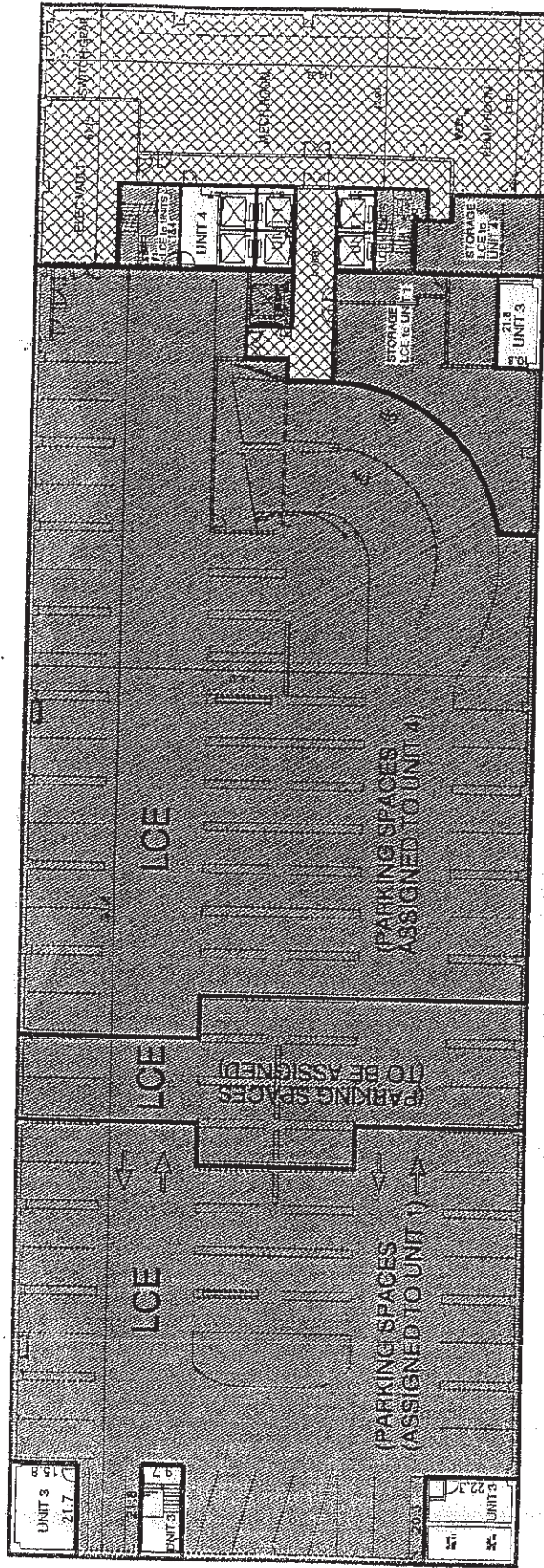
**EXHIBIT B
FLOOR PLANS**

REEL 5336

IMAGE 1485

CATHEDRAL PLACE CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



BASEMENT FLOOR

- UNIT 1 - OFFICE
- UNIT 2 - RETAIL
- UNIT 3 - PARKING
- UNIT 4 - RESIDENTIAL

- LIMITED COMMON ELEMENT (LCE)
- GENERAL COMMON ELEMENT

National Survey & Engineering
5160219/CP102020
Milwaukee, WI 53219-2000
Phone: 414-771-2000
Fax: 414-771-2001
www.nsewi.com



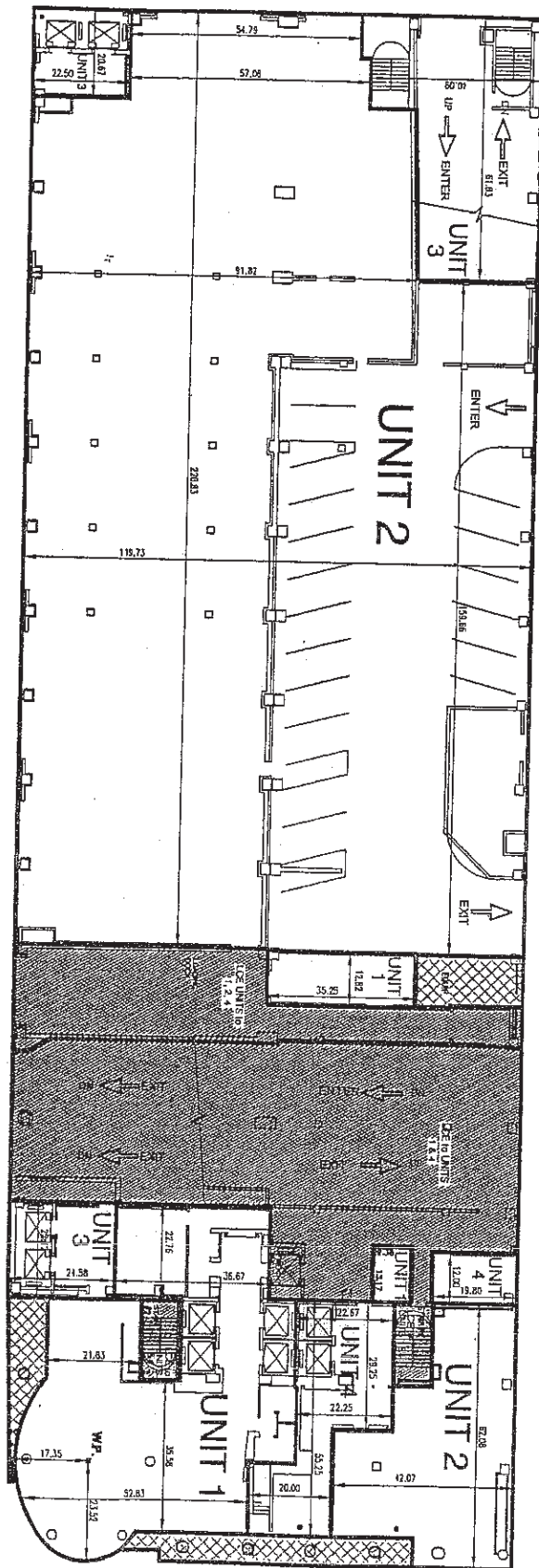
CATHEDRAL PLACE CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

GROUND FLOOR

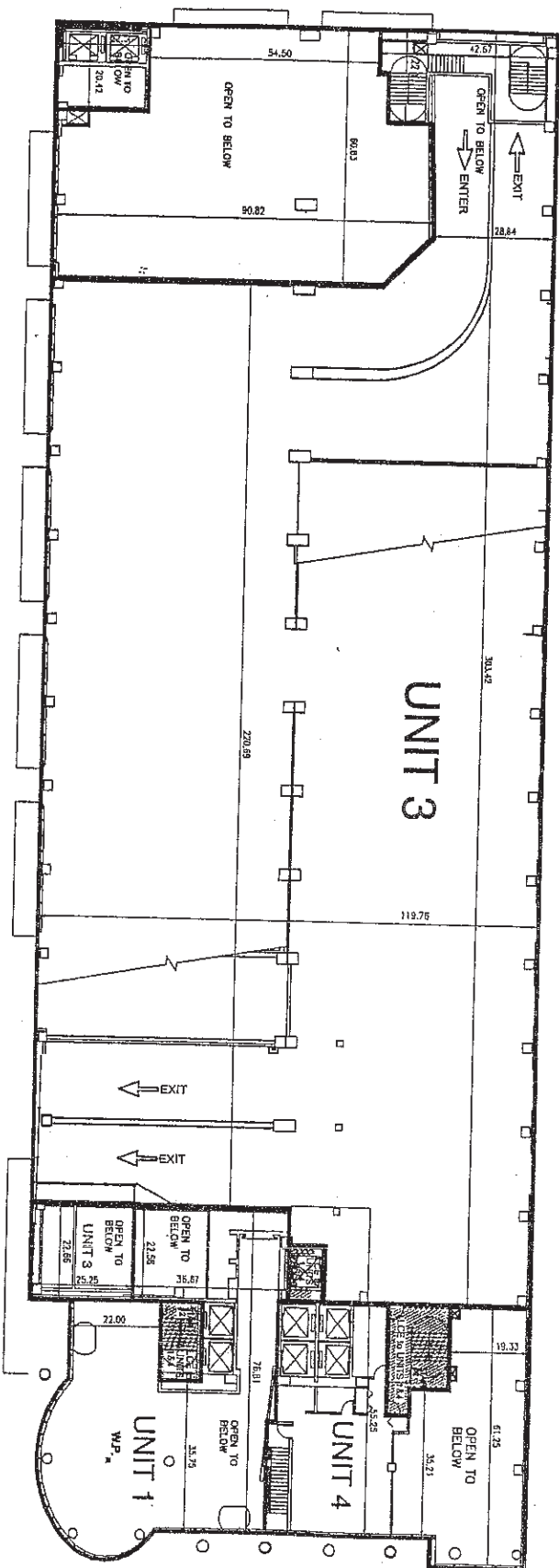
 LIMITED COMMON ELEMENT (LCE)
 GENERAL COMMON ELEMENT

UNIT 1 - OFFICE
 UNIT 2 - RETAIL
 UNIT 3 - PARKING
 UNIT 4 - RESIDENTIAL



UNITED COMMON ELEMENT(LCE)

MEZZANINE FLOOR



UNIT 1 - OFFICE
UNIT 2 - RETAIL
UNIT 3 - PARKING
UNIT 4 - RESIDENTIAL

National Survey & Engineering

Telephone: 202-771-2002
202-771-4-006

5100218/CP 10-0720 WELLSVILLE



3714 K. Edmundson Road
Suite 200
Pinebrook, NJ 07646-1000
1-800-764-6666 ext. 200

REEL 5336

IMAGE 1489

CATHEDRAL PLACE CONDOMINIUM

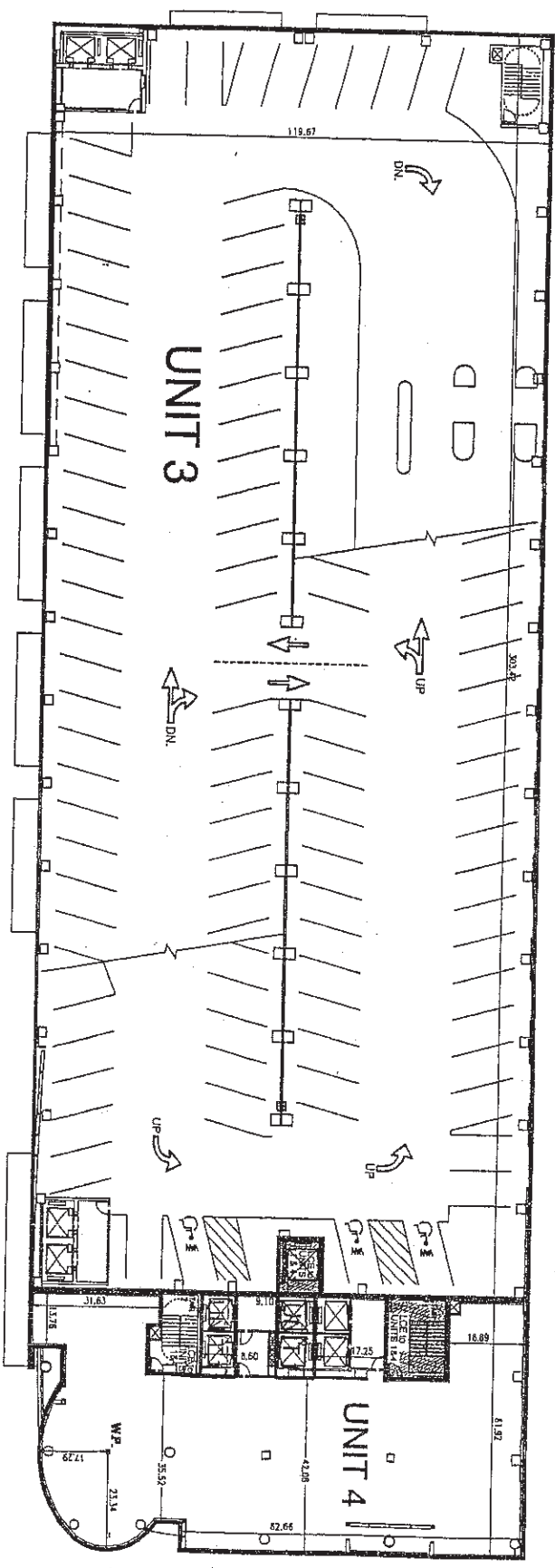
CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

UNITED COMMON ELEMENTS (UCE)

SECOND FLOOR

UNIT 1 - OFFICE
UNIT 2 - RETAIL
UNIT 3 - PARKING
UNIT 4 - RESIDENTIAL

National Survey & Engineering
1100 N. 10th St.
Milwaukee, WI 53233
Tel: 414-224-1100
Fax: 414-224-1101
www.nse-engineering.com



City of Milwaukee, Milwaukee County, Wisconsin



- [illegible]

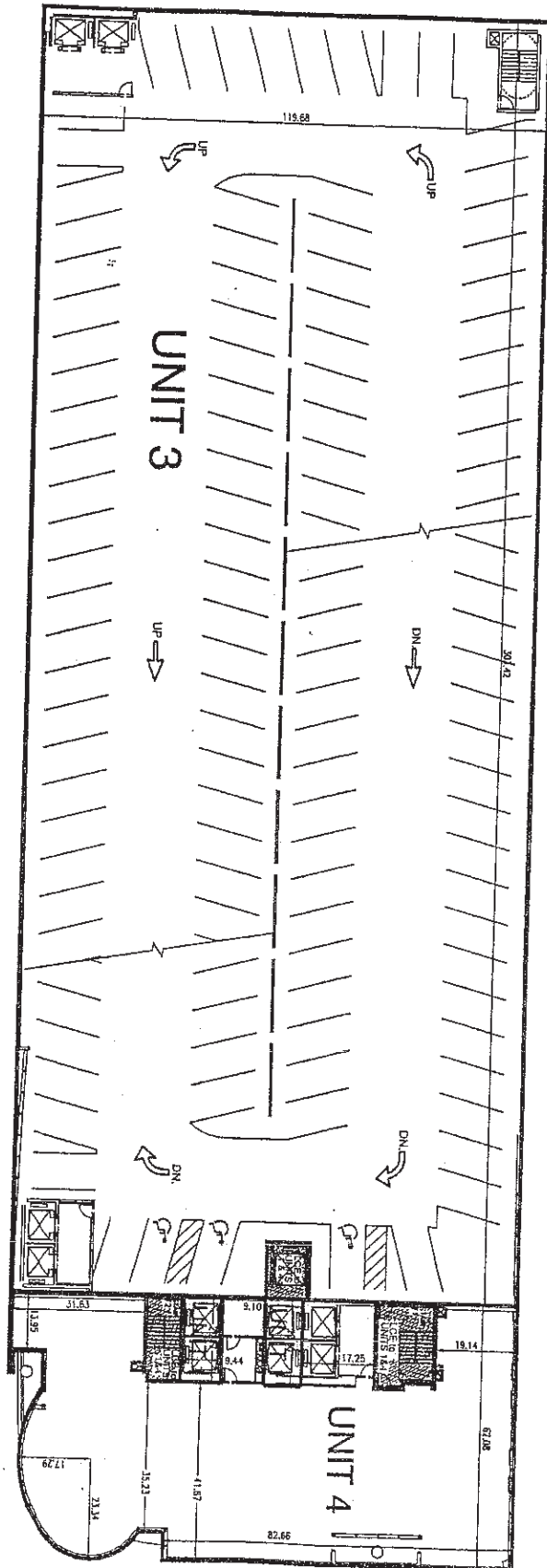
REEL 5336

IMAGE

1491

CATHEDRAL PLACE CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



UNITED COMMON ELEMENTS

FOURTH FLOOR

- UNIT 1 - OFFICE
- UNIT 2 - RETAIL
- UNIT 3 - PARKING
- UNIT 4 - RESIDENTIAL

McDonald Survey & Engineering
15001 W. 100th Avenue, Suite 100
Minnetonka, MN 55345
Phone: 952-831-1000
Fax: 952-831-1001
Email: info@mcDonaldSurvey.com
Website: www.mcDonaldSurvey.com

REEL 5336

IMAGE 1492

CATHEDRAL PLACE CONDOMINIUM

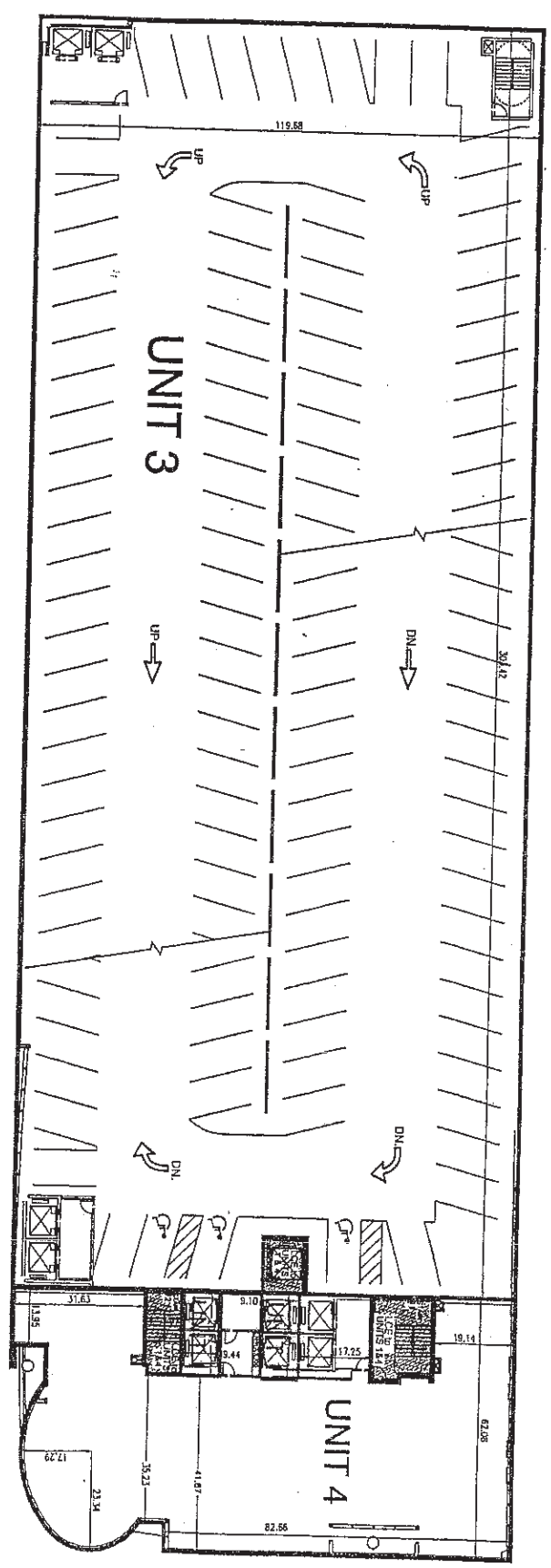
CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

LIMITED COMMON ELEMENTS

FIFTH FLOOR

- UNIT 1 - OFFICE
- UNIT 2 - RETAIL
- UNIT 3 - PARKING
- UNIT 4 - RESIDENTIAL

National Survey & Engineering
11000 W. National Avenue
Suite 200
Milwaukee, WI 53225
Phone: 414.221.1100
Fax: 414.221.1101
www.nsewi.com



CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



- UNIT 1 - OFFICE
UNIT 2 - RETAIL
UNIT 3 - PARKING
UNIT 4 - RESIDENTIAL

National Survey & Engineering

Telephone
Toll-free
1-800-761-4499

FAX
1-800-761-4499

2160219\CP\05020\FLOOW28

2160219\CP\05020\FLOOW28

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



SEVENTH FLOOR

- UNIT 1 - OFFICE
UNIT 2 - RETAIL
UNIT 3 - PARKING
UNIT 4 - RESIDENTIAL

National Survey & Engineering

5160219\CP123020\700RZ1

800-741-7003
Ext. 781-6466
18748 W. Paramount Road
Suite 200
Beverly Hills, CA 90212
http://www.gar.com

City of Milwaukee, Milwaukee County, Wisconsin



EIGHTH FLOOR

- UNIT 1 - OFFICE
UNIT 2 - RETAIL
UNIT 3 - PARKING
UNIT 4 - RESIDENTIAL

National Survey & Engineering

Telephone 802-781-6200
 Fax 802-781-6488
 51602191EP1000207X1000473
 802-781-6200
 802-781-6488
 51602191EP1000207X1000473
 802-781-6200
 802-781-6488
 51602191EP1000207X1000473

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



- PAGE 12 OF 23

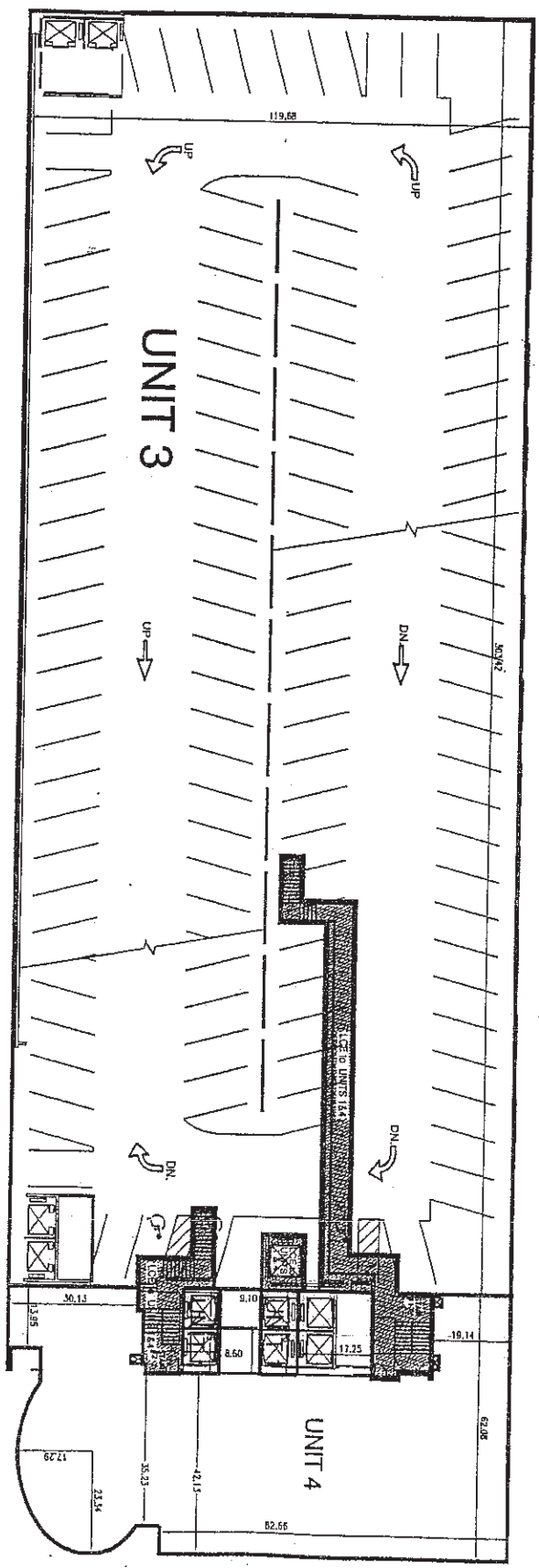
REEL 5336 IMAGE 1491

CATHEDRAL PLACE CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

UNITED COMMON ELEMENT(CE)

NINTH MEZZANINE FLOOR



- UNIT 1 - OFFICE
- UNIT 2 - RETAIL
- UNIT 3 - PARKING
- UNIT 4 - RESIDENTIAL

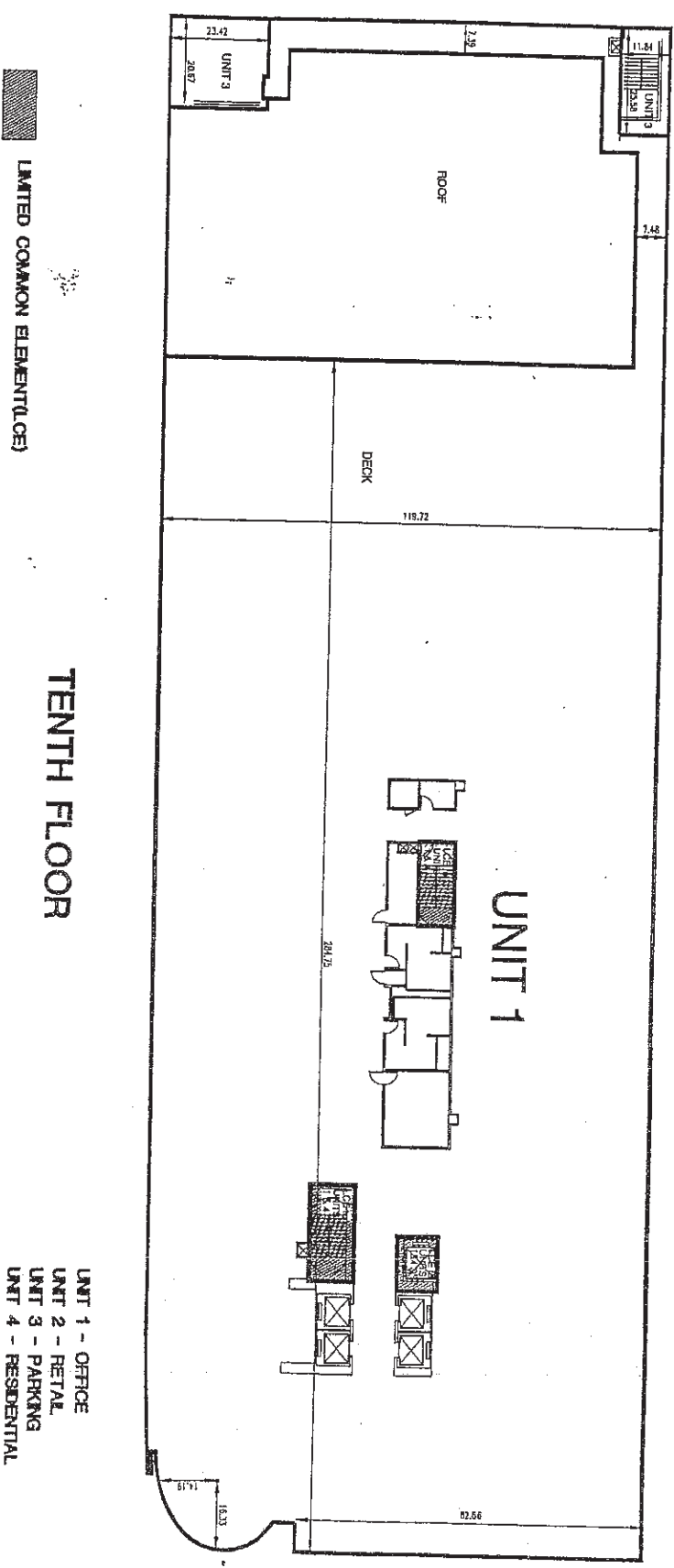
National Survey & Engineering
5160219/CP105020/Floor03
Milwaukee, WI 53204
Phone: 414-777-4444
Fax: 414-777-4444
www.nsewi.com
NINTH MEZZANINE FLOOR

REEL 5336

IMAGE 1498

CATHEDRAL PLACE CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



National Survey & Engineering
31021 18 CP106020 \100010
7/1/2002 2:27:22 PM
31021 18 CP106020 \100010
31021 18 CP106020 \100010
31021 18 CP106020 \100010
31021 18 CP106020 \100010

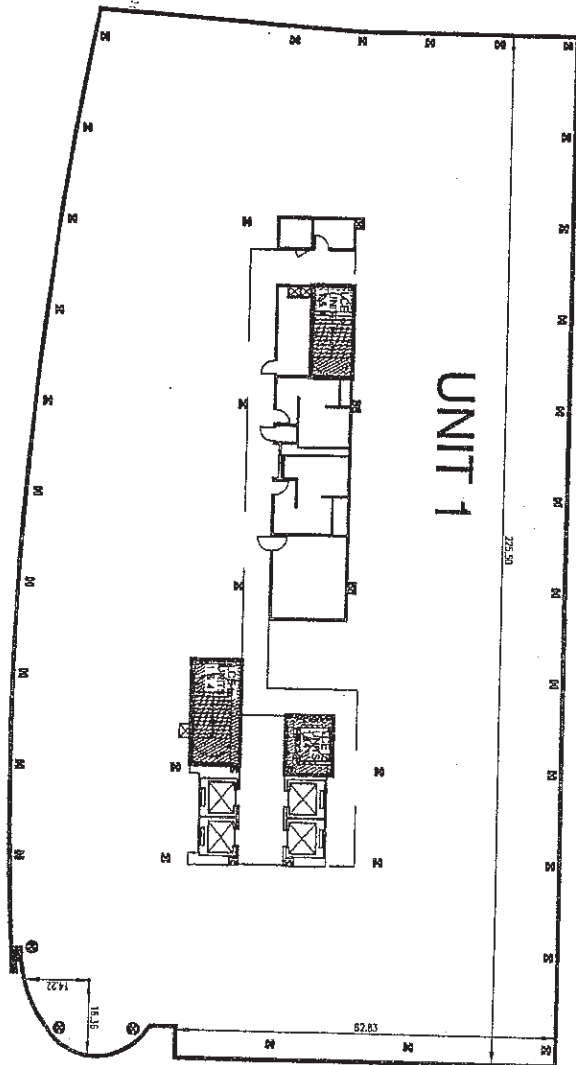
REEL 5336

IMAGE 1499

CATHEDRAL PLACE CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

UNIT 1



UNITED COMMON ELEMENT (UCE)

ELEVENTH FLOOR

UNIT 1 - OFFICE
UNIT 2 - RETAIL
UNIT 3 - PARKING
UNIT 4 - RESIDENTIAL

National Survey & Engineering
5100218/CP100020/UNIT 1 - 18
Telephone 262-781-2200
Fax 262-781-4000
1800 W. Wisconsin Road
Milwaukee, WI 53233-2800

REEL

5336

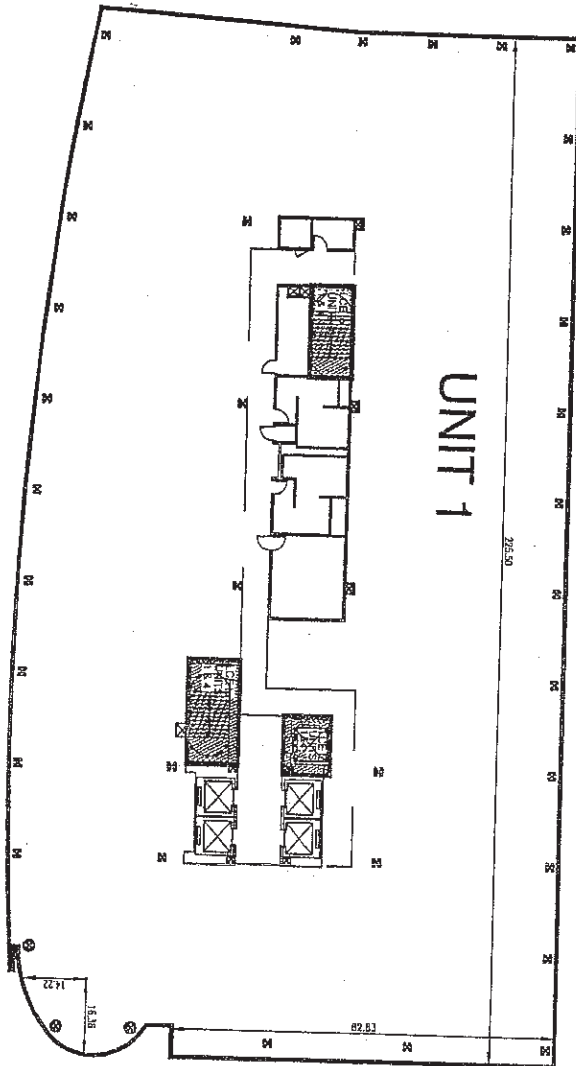
IMAGE

1500

CATHEDRAL PLACE CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

UNIT 1



FOURTEENTH FLOOR

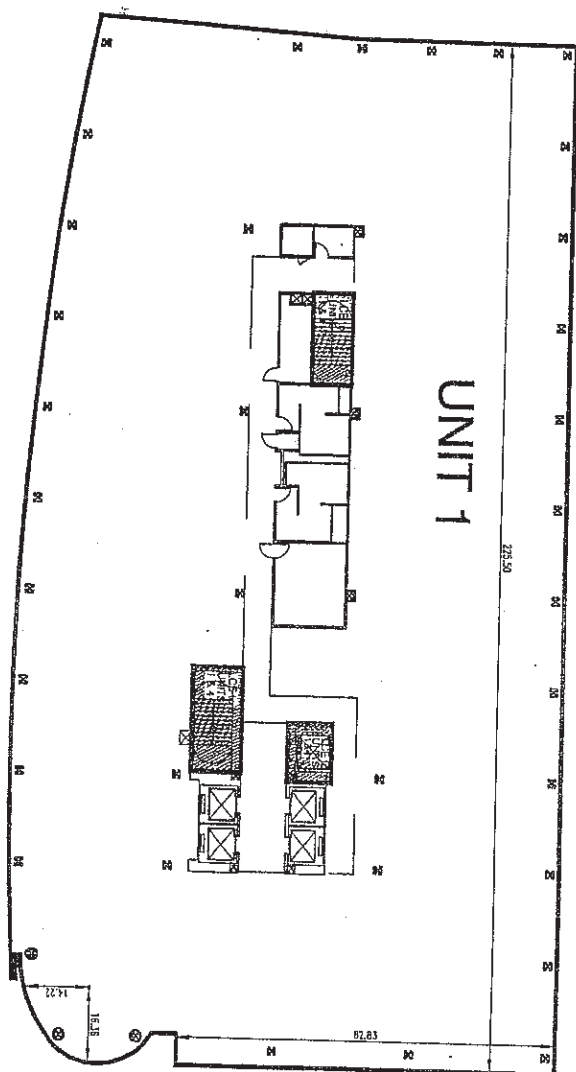
LIMITED COMMON ELEMENT(ICE)

NOTE: THERE IS NO THIRTEENTH FLOOR.

UNIT 1 - OFFICE
UNIT 2 - RETAIL
UNIT 3 - PARKING
UNIT 4 - RESIDENTIAL



CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



LIMITED COMMON ELEMENT(LCE)

FOURTEENTH FLOOR

- UNIT 1 - OFFICE
UNIT 2 - RETAIL
UNIT 3 - PARKING
UNIT 4 - RESIDENTIAL

National Survey & Engineering

Tolson _____
DeLoach _____
Mohr _____
Bishop _____
Casper _____
Callahan _____
Conrad _____
Felt _____
Gale _____
Rosen _____
Sullivan _____
Tavel _____
Trotter _____
Tele. Room _____
Holmes _____
Gandy _____

ALL INFORMATION CONTAINED
 HEREIN IS UNCLASSIFIED
 DATE 07-28-2009 BY 60322
 UCBAW/SJS

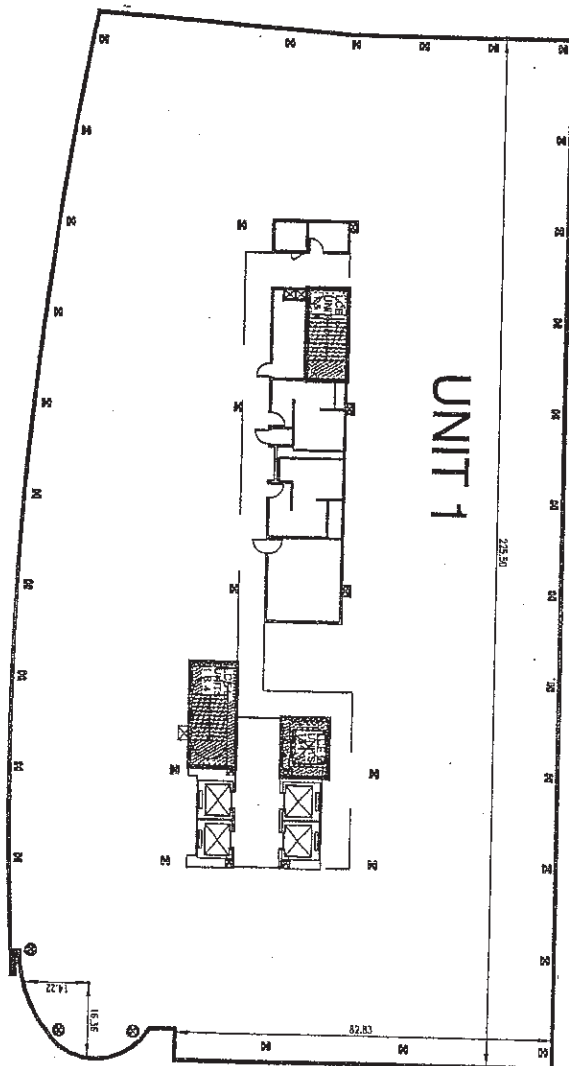
REEL 5336

IMAGE 1502

CATHEDRAL PLACE CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

UNIT 1



LIMITED COMMON ELEMENT(LCE)

FIFTEENTH FLOOR

- UNIT 1 - OFFICE
- UNIT 2 - RETAIL
- UNIT 3 - PARKING
- UNIT 4 - RESIDENTIAL

National Survey & Engineering
Professional Engineer
5160219\CP107020\UNIT 1
DATE: 05/22/02
BY: J. L. [Signature]
SCALE: AS SHOWN
PROJECT: CATHEDRAL PLACE CONDOMINIUM

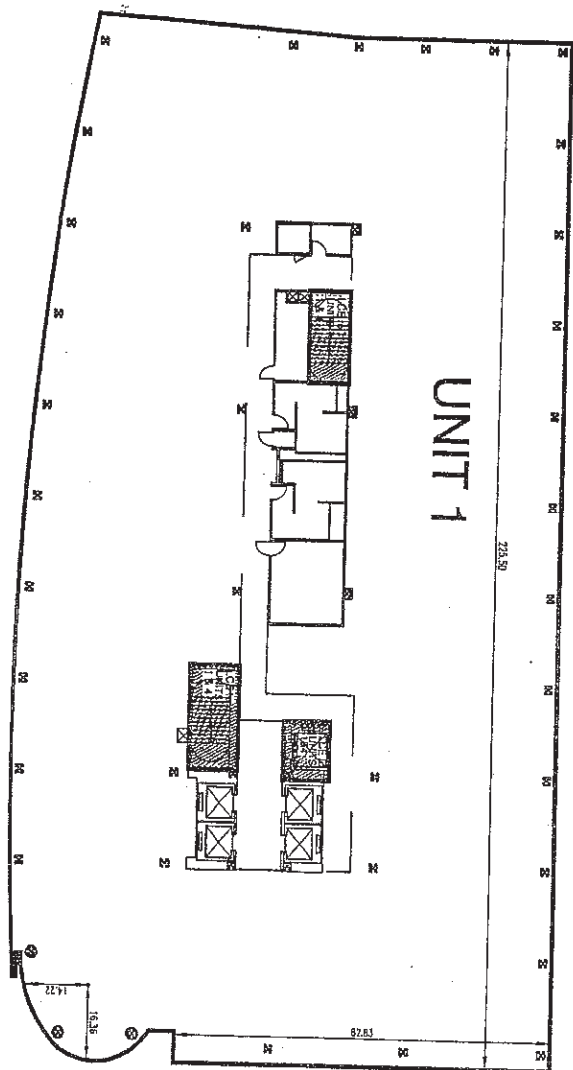
REEL 5336

IMAGE 1503

CATHEDRAL PLACE CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

UNIT 1



UNITED COMMON ELEMENT (U.C.E.)

SIXTEENTH FLOOR

UNIT 1 - OFFICE
UNIT 2 - RETAIL
UNIT 3 - PARKING
UNIT 4 - RESIDENTIAL



REEL 5336

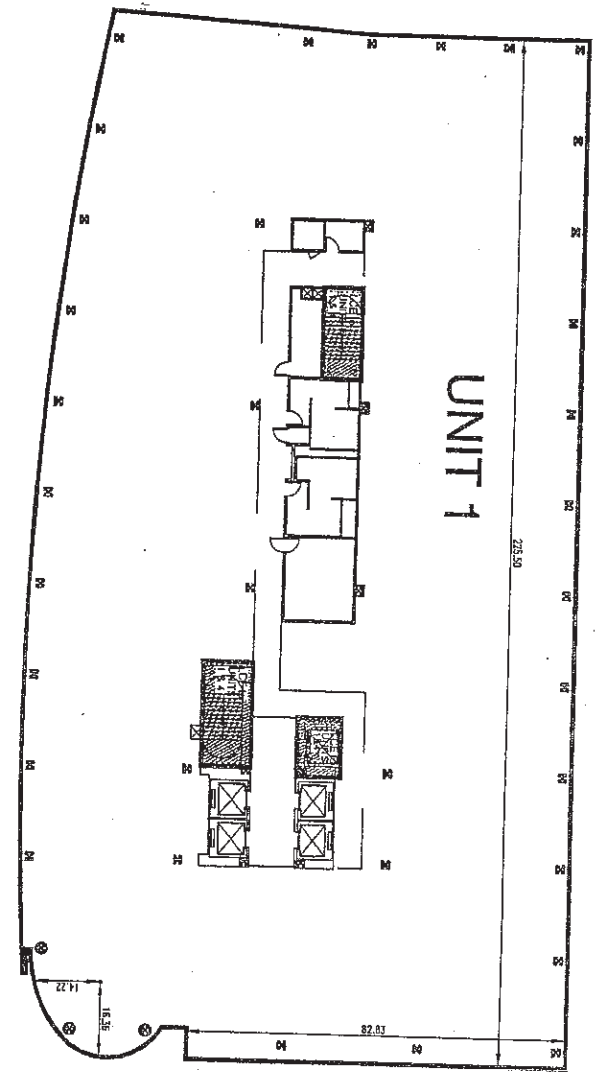
IMAGE 1504

CATHEDRAL PLACE CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

LIMITED COMMON ELEMENT (LCE)

SEVENTEENTH FLOOR



- UNIT 1 - OFFICE
- UNIT 2 - RETAIL
- UNIT 3 - PARKING
- UNIT 4 - RESIDENTIAL

National Survey & Engineering
10000 W. National Road
Suite 200
Milwaukee, WI 53224
Phone: 414-381-1000
Fax: 414-381-1001
E-Mail: ns&e@nsandeng.com
www.nsandeng.com

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



EIGHTEENTH FLOOR

- UNIT 1 - OFFICE
UNIT 2 - PETAL
UNIT 3 - PARKING
UNIT 4 - RESIDENTIAL

National Survey & Engineering

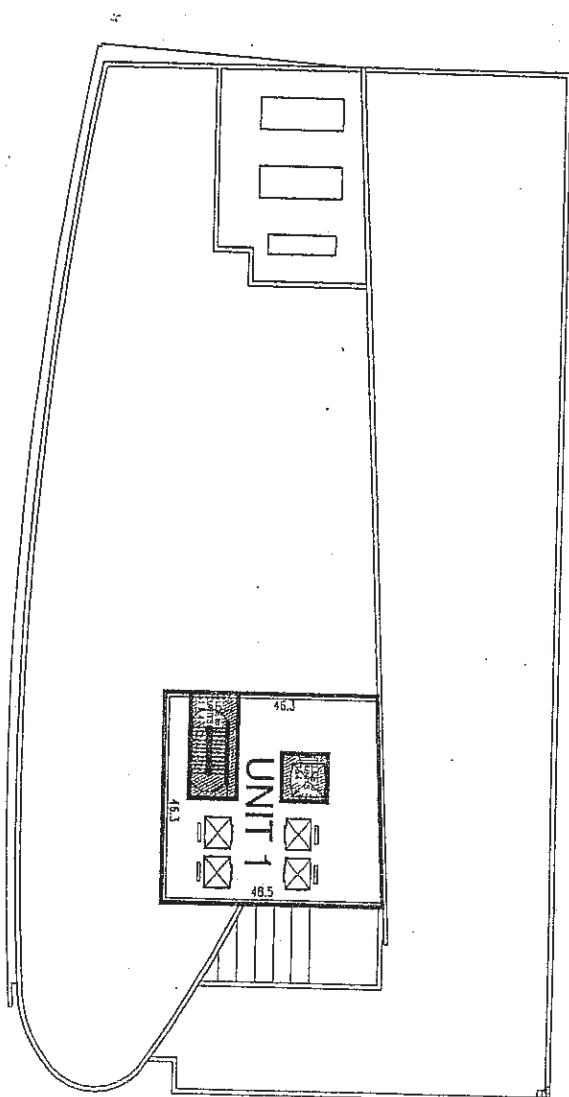
TELETYPE

0180Z18/CPI6MOZO/FLN017

Telnetting
Flooded
200-787-9000
200-787-6490

Wet Mt. Reservoir Flood
Baker BOD
Permit #002, Wt. E2000-0000
for wet mt. reservoir area.

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



ROOF

UNITED COMMON ELEMENT(LCE)

- UNIT 1 - OFFICE
UNIT 2 - RETAIL
UNIT 3 - PARKING
UNIT 4 - RESIDENTIAL

National Survey & Engineering

5160219\CP102a2a\11004

707-99-86, Remington-Union
Radio, 2000
Providing the most reliable
service possible



EXHIBIT C
ALLEY EASEMENT

REEL

5336

IMAGE

1508

**ALLEY EASEMENT
AGREEMENT**

Document Number

Recording Area

Name and Return Address

Sarah O. Jelencic
Foley & Lardner
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

Parts of:

392-0829-100-2, 392-0833-100-4,
392-0827-110-9, 392-0826-000-X, and
392-0825-000-4

Parcel Identification Number (PIN)

REEL 5336

IMAGE

1509

*This instrument was drafted by
Brian N. Wanek - Foley & Lardner, Milwaukee*

ALLEY EASEMENT AGREEMENT

THIS ALLEY EASEMENT AGREEMENT, (hereinafter referred to as this "Agreement") is made and effective as of the 23rd day of May, 2002, by and between WASHINGTON SQUARE ASSOCIATES III LIMITED PARTNERSHIP, a Wisconsin limited partnership, (hereinafter referred to as "Washington Square") 788 BUILDING LIMITED PARTNERSHIP, a Wisconsin limited partnership, (hereinafter referred to as "788 Building") and CATHEDRAL PLACE, LLC, a Wisconsin limited liability company (hereinafter referred to as "Cathedral Place").

WITNESSETH

WHEREAS, Washington Square is the owner of that certain real property situated in the City of Milwaukee, Milwaukee County, Wisconsin, more particularly described on Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Washington Square Property");

WHEREAS, 788 Building is the owner of that certain real property, contiguous to and to the north of the Washington Square Property, situated in the City of Milwaukee, Milwaukee County, Wisconsin, more particularly described on Exhibit B attached hereto and made a part hereof (hereinafter referred to as the "788 Building Property");

WHEREAS, Cathedral Place is the owner of that certain real property, contiguous to and to the east of both the Washington Square Property and the 788 Building Property, situated in the City of Milwaukee, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto and made a part hereof (hereinafter referred to as the "Cathedral Place Property");

WHEREAS, each of the Washington Square Property, the 788 Building Property, and the Cathedral Place Property (each hereinafter referred to as a "Parcel"; together the "Parcels") includes a portion of a certain vacated public alley more particularly described in that certain vacation resolution dated April 3, 2002 (hereinafter referred to as the "Alley"); and

WHEREAS, it is the desire of each of the parties hereto (each hereinafter referred to as an "Owner"; together the "Owners") to grant to the other Owners reciprocal easements for the use of the Alley for vehicular and pedestrian access, ingress, and egress, and utilities, all on the terms and conditions set forth in this Agreement.

IT IS, THEREFORE, in consideration of the premises, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agreed by and between the parties hereto, each being legally advised in the premises and intending to be legally bound hereby, as follows, to-wit:

REEL 5336

IMAGE 1510

1. Grant of Easement. Each Owner hereby grants to the other Owners, their successors and assigns, and all of their tenants, agents, employees, guests, and invitees, a permanent, perpetual, and nonexclusive easement for vehicular and pedestrian ingress and egress purposes, on, over and across the portion of the Alley located on its respective Parcel. Each Owner agrees not to construct or place any buildings or improvements on or over, or make any use of, any portion of the Alley that would interfere with the other Owners' use thereof, and each Owner shall use and take reasonable measures to cause its tenants, agents, employees, guests, and invitees to use the Alley in a reasonable manner in accordance with such reasonable rules and regulations as may be promulgated from time to time by the Managing Owner (as hereinafter defined) and not obstruct or otherwise use the Alley in a manner which would interfere with the use thereof by the other Owners or their tenants, agents, employees, guests, or invitees. The easements contained in this Agreement are subject to all matters of record affecting such easements and/or the Alley as of the date of this Agreement.

2. Maintenance.

a. Managing Owner. The Owners hereby appoint and designate Washington Square as the "Managing Owner." The Managing Owner shall, for the benefit and at the cost of all of the Owners, perform such filling, patching, paving, resurfacing, gating, snow removal, cleaning, and other maintenance, upkeep, and repair work in and to the Alley as the Managing Owner reasonably deems necessary to keep the Alley in a good, sightly, and functional condition, as reasonably determined by the Managing Owner. Unless otherwise directed by the Managing Owner, the Managing Owner (and its agents and contractors), alone among the Owners, shall have the right to perform such filling, patching, paving, resurfacing, gating, snow removal, cleaning and other maintenance, upkeep, and repair work, but shall have no liability to any Owner for its performance, or failure to perform, any of the work described in this Section 2(a), it being understood and acknowledged that the Managing Owner owes no fiduciary duty to any other Owner and serves in such capacity solely as a convenience to the Owners. The Managing Owner may, at any time, assign the designation of Managing Owner to any other Owner.

b. Costs. All costs of maintaining the Alley (including a reasonable management fee payable to the Managing Owner), shall be shared by the Owners pro rata, in accordance with their respective ownership interests in the Alley, determined on a per square foot basis, as follows (which determination is hereby deemed to be correct):

Washington Square:	33.3%	(240' x 7'	= 1,680 s.f.)
788 Building:	16.7%	(120' x 7'	= 840 s.f.)
Cathedral Place:	50.0%	(360' x 7'	= 2,520 s.f.)
	100.0%	(360' x 14'	= 5,040 s.f.)

Upon incurring any costs to be shared by the Owners under this Section 2, the Managing Owner shall submit to the Owners copies of invoices evidencing such costs, together with a statement of each Owner's respective share thereof. Each Owner shall within thirty (30) days after delivery of such statement pay its respective share to the Managing Owner. Any sum of money not paid when due shall bear interest from the date of the delivery of the Managing Owner's statement until paid at annual rate of the lesser of (i) the maximum rate permitted by law, or (ii) five percent (5%) over the "prime" lending rate which the main Milwaukee office of U.S. Bancorp, or its successor, announces from time to time to be in effect (hereinafter referred to as the "Nonpayment Rate"). Notwithstanding the foregoing, each Owner agrees to pay to the Managing Owner in advance, within thirty (30) days following written demand therefor, its respective estimated share of the costs of any work to be performed by the Managing Owner hereunder, as reasonably determined by the Managing Owner, in which case a reconciliation will be promptly made once the actual costs are known.

c. Damage. Notwithstanding anything in this Section 2 to the contrary, each Owner shall be solely responsible for all costs of repairing damage to the Alley proximately caused by such Owner or its tenants, agents, employees, contractors, guests, invitees, successors, or assigns, including, without limitation, damage caused to the Alley during development of or construction upon the Cathedral Place Property.

d. Lien. Each Owner hereby grants for the benefit of the Managing Owner, a continuing lien against its respective Parcel to secure payment of all of its reimbursement or payment obligations to the Managing Owner under this Section 2 (all such sums, hereinafter referred to as the "Reimbursable Amounts"). If an Owner shall fail or refuse to pay any Reimbursable Amounts which are due and owing to the Managing Owner within thirty (30) days following written demand therefor, the Managing Owner may record a notice of lien in the real property records for Milwaukee County, Wisconsin, setting forth the amount of the unpaid Reimbursable Amounts, and the Managing Owner shall thereafter be entitled to foreclose the lien with respect to such Reimbursable Amounts set forth in the recorded notice of lien, together with interest thereon at the Nonpayment Rate in the same manner as the foreclosure of either, at the Managing Owner's election, a mortgage lien or construction lien against real property under the laws of the State of Wisconsin, and recover all such Reimbursable Amounts, together with attorneys' fees and expenses and court costs incurred in connection with the enforcement of such lien and the collection of such Reimbursable Amounts. Each Owner for itself and its successors and assigns, hereby waives any right of redemption from foreclosure sale as may exist under Wisconsin law. The lien hereinabove provided shall have priority from the date and time that a notice of lien as aforesaid is recorded. In addition, the obligation of each Owner to pay all of the Reimbursable Amounts provided for herein shall be a personal obligation of each Owner at the time the obligation is incurred and shall be deemed to be assumed as a personal obligation by anyone who succeeds to such Owner's interest in its respective Parcel; provided, however, that the obligation of any Owner to pay Reimbursable

Amounts may be satisfied only out of such Owner's interest in its respective Parcel and not from the Owner's other assets.

e. Subordination and Mortgagee Protection. Notwithstanding the foregoing, any lien against a Parcel to secure payment of Reimbursable Amounts shall be subordinate to the rights of the holder of a mortgage made in good faith, for value received, and recorded prior to the date such Reimbursable Amounts became due and payable, and such mortgagee or the purchaser at a foreclosure sale, their successors and assigns, shall not be liable for and such Parcel shall not be subject to a lien for the payment of Reimbursable Amounts which have become due and payable prior to the acquisition of title or the taking of possession (whichever first occurs) of such Parcel pursuant to a decree of foreclosure, or any proceeding in lieu of foreclosure; provided, that such subordination shall apply only to Reimbursable Amounts which have become due and payable prior to such acquisition of title or the taking of possession of such Parcel, and such mortgagee or purchaser, their successors and assigns, shall be liable for and such Parcel shall be subject to a lien for Reimbursable Amounts thereafter becoming due and payable. Any such unpaid Reimbursable Amounts for which such mortgagee or purchaser, their successors and assigns, shall not have liability pursuant to this Section 2(e) shall constitute costs of maintaining the Alley and shall be shared by the Owners, including such mortgagee or purchaser, their successors and assigns, pro rata, in accordance with their respective ownership interests in the Alley.

f. Certificate. Upon request by any Owner, or any mortgagee holding a mortgage encumbering any Parcel, or portion thereof, the Managing Owner shall execute and deliver a written certificate as to whether or not such Owner is in default under this Agreement with respect to the payment of any Reimbursable Amounts owed hereunder or otherwise.

3. Utilities. Each Owner hereby grants to the other Owners, their successors and assigns, the right to enter (and the right for their respective contractors and designated utility companies to enter) onto the Alley for the purpose of placing, inspecting, maintaining, repairing, improving, replacing, or removing, any underground pipes, wires, conduits, cables, and other improvements (hereinafter referred to as the "Utility Improvements") related to or necessary for the provision of telecommunications, electricity, gas, water, sewer, and similar services to their respective Parcels, provided, however, that each Owner, in exercising its rights under this Section 3, shall make a reasonable effort to minimize any interference with the other Owners' use and enjoyment of the Alley and the rights granted to such other Owners under this Agreement. The cost of any placement, inspection, maintenance, repair, improvement, replacement, or removal of any portion of the Utility Improvements shall be paid by the Owner of the Parcel being served by such Utility Improvements. The Owner or Owners of the Parcel or Parcels so served shall be jointly and severally responsible for promptly restoring the Alley to the condition in which it existed immediately prior to any such placement, inspection, maintenance, repair, improvement, replacement, or removal, and any such placement, inspection, maintenance, repair, improvement, replacement, or removal once commenced shall be diligently pursued to completion in a good and workmanlike manner and

REEL

5336

IMAGE

1513