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**Condominium
Declaration****DOC.# 09213684**REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED 04/06/2006 10:33AM

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AMOUNT: 117.00

Return to:
Corcoran & Wagner, LLP
10624 N. Port Washington Rd.
Suite 105
Mequon, WI 53092**Tax Key No. (PIN):**
393-0522-4 and
393-0523-X**Condominium Declaration
of
MARSHALL-CASS CONDOMINIUM**under the authority of
Chapter 703, Wisconsin Statutes

by

Marshall-Cass, LLC,
a Wisconsin Limited Liability Company,**Declarant**

Condominium Declaration of Marshall-Cass Condominium

TABLE OF CONTENTS

Article	Title	Page
1.	Statement of Declaration	3
2.	Name and Addresses	3
3.	Definitions	4
4.	Legal Description	7
5.	Units: Number, Types, Descriptions, Uses	7
6.	Purpose and Use Restrictions	13
7.	Common Elements	16
8.	Limited Common Elements	17
9.	Ownership of Units; Percentage of Ownership in Common Elements and in Limited Common Elements	18
10.	Association of Unit Owners	19
11.	Alterations, Repairs and Maintenance	21
12.	Destruction and Reconstruction	24
13.	Insurance	24
14.	Liability for Common Expenses	25
15.	Partition of Common Elements and Limited Common Elements	26
16.	Conveyance to Include Interests in Common Elements and Limited Common Elements	27
17.	Easements, Reservations and Encroachments	27
18.	Association's Remedies and Rights of Action; Failure of Association to Insist on Strict Performance Not a Waiver	32
19.	Amendments to the Declaration	33
20.	Notices	35
21.	Subdivision of a Unit to Form a Subcondominium	36
22.	Resident Agent	39
23.	Mortgagee Rights	39
24.	Declarant; Assignment	41
25.	Number and Gender	41
26.	Captions	41
27.	Severability	41
Exhibit A	List of Units	44
Exhibit B	Legal Description	45
Exhibit C	Copy of Condominium Plat	46

Condominium Declaration of Marshall-Cass Condominium

THIS DECLARATION

is made pursuant to Chapter 703 of the Wisconsin Statutes
(the Condominium Ownership Act, hereinafter called "the Act"),
on the date set forth below,
by
Marshall-Cass, LLC,
a Wisconsin Limited Liability Company
(hereinafter called "the Declarant").

Article 1. STATEMENT OF DECLARATION

The purpose of this Declaration is to subject the land hereinafter described and the improvements constructed or to be constructed thereon to the condominium form of Ownership in the manner provided by the Wisconsin Condominium Ownership Act and this Declaration.

This Condominium is subject to use restrictions as provided by this Declaration, in the bylaws of the Association, and in the Rules and Regulations of the Association, all as enacted and amended from time to time.

Declarant hereby declares that it is the sole Owner of the real property described in this Declaration, together with the structures and other improvements located or to be constructed thereon (hereinafter called "the Property"), which is hereby subjected to the condominium form of Ownership as provided in the Act and in this Declaration, and which Property shall be held, conveyed, devised, leased, encumbered, used, improved and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements contained in this Declaration and in the Act. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

Article 2. NAME AND ADDRESSES

2.1 Name. The real estate described in Section 4, and in Exhibit B, and the structures and improvements on and to the Property, shall be known as **MARSHALL-CASS CONDOMINIUM.**

2.2 Street Addresses. The Condominium shall have a street address of 1111 North Marshall Street, Milwaukee, Wisconsin 53202. The street addresses of the individual Units are shown in Exhibit A attached hereto.

Condominium Declaration of Marshall-Cass Condominium

Article 3. DEFINITIONS

3.1 Specific Definitions. In this Declaration, and in all Bylaws, Rules and other documents affecting the Condominium, the following terms shall have the meanings set forth below.

- a) The “Act” means Chapter 703 of the Wisconsin Statutes, also known as the Wisconsin Condominium Ownership Act, as amended.
- b) “Apartment Building”, also referred to as “Apartment Structure” or “Apartment Tower”, means a Building as defined elsewhere in this Section, which contains or is intended to contain residential rental apartments included in the Cass Towers Unit of this Condominium. Further defining provisions are found in Article 5 hereof.
- c) “Apartment Parking Space” means any of a number of Parking Spaces which are located within the Condominium Structure and which collectively form a part of the Cass Towers Unit of this Condominium. They are intended solely for the use of Owners of the Cass Towers Unit and tenants or lessees of apartments located in the two Apartment Buildings and forming part of the Cass Towers Unit, as more fully set forth in Article 5 of this Declaration.
- d) “Association” means Marshall-Cass Condominium Owners Association, Inc., a Wisconsin nonprofit corporation, which shall serve as the Association of Unit Owners of Marshall-Cass Condominium. Unless otherwise specified in a particular Article, Section or context, the word “Association” as used in this Declaration does not include any Subassociation.
- e) The “Board of Directors” or the “Board” means the governing body of the Association.
- f) “Building”, when used in this Declaration with appropriate modifying, qualifying, limiting or descriptive terms, means a portion of the Condominium Structure which has the form and appearance of an apartment-style building. It does not include any part of the Condominium Structure lying below the level of the upper surface of the subfloor lying above the roof of the uppermost parking deck, and which also forms the Terrace Level.
- g) The “Common Element Interest” means the totality of ownership interests in all those portions of the Condominium which are not Units. For this purpose, “Common Element Interest” includes but is not limited to ownership interests in Limited Common Elements.
- h) The “Courtyard” means a multilevel open-air space located among the three Buildings, on the level of Cass Street, on the Terrace Level and on the intermediate level, together with the outside stairways connecting the three levels. It is intended as a Limited Common Element appurtenant to the Cass Towers Unit and to each of the two Commercial Units, as further set forth in Article 8 of this Declaration.
- i) The “Condominium Documents” are the documents, some but not all of which are recorded in the Office of the Register of Deeds, which establish and govern the Condominium, and include this Declaration and any amendments and corrective documents, the Condominium Plat and any amendments and corrective documents, and the Bylaws, Rules and Regulations of the Association.

Condominium Declaration of Marshall-Cass Condominium

- j)** The “Condominium Structure” means all structures, buildings and improvements constructed on the property by the Declarant, its successors and assigns, considered as a whole.
- k)** “Dwelling Unit”, sometimes also referred to as “Dwelling Unit (Subunit)”, means a Subunit in a Subcondominium (as those terms are defined in this Declaration), declared or to be declared in the future, within the City Green Unit or within the Cass Towers Unit. Each Dwelling Unit shall be a single apartment type dwelling and composed of a volume of space located at one or more levels within the Subcondominium. All Dwelling Units shall be intended for and restricted to residential use. No Dwelling Units or Subunits are declared by this Declaration. The terms “Dwelling Unit” and “Dwelling Unit (Subunit)” are identical. They are defined in this Section and used elsewhere in this Declaration for clarity and completeness with respect to certain provisions of this Declaration.
- l)** A “Green Screen” is a planter and screen, lattice or fence, in and on which climbing plants can be planted and grown. It is primarily intended as a divider to separate and screen a Private Terrace from adjoining common or public spaces, but may be used in other spaces as well.
- m)** “Occupant” means any person, including but not limited to a Unit or Subunit Owner, lessee or tenant, or a family member, subtenant, employee, agent or contractor of a Unit or Subunit Owner or tenant, who is on or in the Property lawfully and with the knowledge and permission of a Unit or Subunit Owner.
- n)** “Percentage Interest” means the share of undivided ownership interest in the Common Elements (including Limited Common Elements) which is appurtenant to each Unit, or to a particular Unit, as set forth in Section 703.13(1), Wisconsin Statutes, and as more particularly set forth in this Declaration, expressed as a percentage of the whole Common Element Interest.
- o)** “Parking Space” means a volume of space intended to be used to park one automobile, light truck or similar vehicle, or one motorcycle or similar vehicle. A Parking Space consists of a volume of space within an area or element designated for parking as shown on the Condominium Plat, and is bounded by the parking surface itself, by the ceiling of the level on which the space is located (if there is a ceiling over the particular Parking Space), and by four vertical planes whose lower corners are the endpoints of the painted stripes on the parking surface and which extend to the ceiling of the parking level. Parking Spaces may be of various types according to their intended uses, as set forth elsewhere in this Declaration. This definition is intended to apply to Parking Spaces of all types.
- p)** “Private Parking Spaces” are those Parking Spaces which are part of or located within the City Green Unit, or which are part of or appurtenant to any Subcondominium formed within the Cass Towers Unit.
- q)** “Public Parking Spaces” are those Parking Spaces which are located within or form parts of the Public Parking Unit and which are set aside to be rented or leased to the general public under the terms of an Agreement between the Declarant, or its predecessor in title, and the City of Milwaukee.

Condominium Declaration of Marshall-Cass Condominium

- r) “Reserved Common Elements” are those portions of the Common Elements, if any, which are designated in this Declaration or any Subdeclaration, in the Plat or in the Floor Plans as Reserved Common Elements.
- s) “Residential Subcondominium” means a separate Condominium formed and declared within a Unit of this Condominium by a Unit Owner, by subjecting all or any part of said Owner’s Unit to a Subdeclaration and thereby subdividing all or part of said Owner’s Unit. The City Green Unit is specifically intended to be subdivided by means of a Residential Subcondominium to be declared by the Unit Owner. One or more Residential Subcondominiums may be declared within the Cass Towers Unit by the Unit Owner.
- t) “Service Elements” are any or all utility services and systems, including, without limitation, heating, ventilating and air conditioning, gas, electricity, sewer, water and other plumbing, services, lines, pipes, wire, vents, flues, chimneys, ducts, cables, conduits, communication lines and systems, fire prevention installations and systems, stairwells, elevators, elevator shafts and equipment, building security systems, water pumps and building service equipment located within the Condominium. A “Service Element” is an entire system considered as a whole, rather than one or more of its component parts taken individually.
- u) “Subassociation” means a nonprofit corporation formed to serve as the Association of Unit Owners for a Subcondominium.
- v) “Subcondominium” means a separate Condominium created within a Unit of this Condominium by a Unit Owner, by subjecting all or any part of said Owner’s Unit to a Subdeclaration and thereby subdividing all or part of said Unit into two or more Subunits.
- w) “Subdeclaration” means a Declaration of Condominium which creates a separate Condominium within a Unit of this Condominium.
- x) “Subunit” means a Unit of a Subcondominium (a Condominium formed within a Unit in this Condominium), as a result of an Owner of a Unit in this Condominium submitting the Owner’s Unit to a Subdeclaration. Certain of the Articles and Sections of this Declaration contain statements that the term “Unit”, as used therein, does not include the term “Subunit”. In each such case, that statement is included for emphasis only. In no case does that statement imply that the term “Unit” includes “Subunit” in any other Article or Section, unless that is specifically stated.
- y) “Terrace” in this Declaration and in the Declaration of City Green Condominium may be used in the following distinct contexts:
 1. A “Private Terrace” is a space equivalent to a porch or patio, with its divider or “Green Screen”, located on the Terrace Level of Marshall-Cass Condominium, and being a Limited Common Element appurtenant to either Unit 1, the City Green Unit, or Unit 2, the Cass Towers Unit, of Marshall-Cass Condominium. Each such Private Terrace adjoining Unit 1 is intended become a Limited Common Element of City Green Condominium. By the terms of the Condominium Declaration of City Green Condominium, each such Private Terrace will be made appurtenant to one Unit of City Green Condominium.

Condominium Declaration of Marshall-Cass Condominium

2. The “Common Terrace” consists of the portion of the Terrace Level which is not including in any Private Terrace, and is open to the sky, occupying the space between the three buildings, forming a part of the multilevel “Courtyard”, defined above. It shall be a common element.

z) The “Terrace Level” is the level which includes the Terraces and the lowest tier of dwelling spaces in Unit 1, the City Green Unit, of Marshall-Cass Condominium, which spaces are intended to become the lowest tier of Units in City Green Condominium (Subcondominium of Marshall-Cass Condominium). The Terrace Level is the uppermost level of the Courtyard, a Limited Common Element of Marshall-Cass Condominium.

aa) “Vehicle” means every device which is designed to move or to be moved, and is intended to carry, draw or transport, or is capable of carrying, drawing or transporting, any human being including a child, any other living creature, or any sort of cargo or load. It includes both motorized and unmotorized devices as well as trailers of any kind.

bb) “Voting Units” means units entitled to vote, as set forth in Article 10 of this Declaration.

3.2 Other Definitions. All other terms not defined in this Declaration shall have the meanings given in the Act (Chapter 703, Wisconsin Statutes) and other relevant Wisconsin Statutes.

Article 4. LEGAL DESCRIPTION

MARSHALL-CASS CONDOMINIUM is located on the land legally described in Exhibit B and further delineated on the Condominium Plat, a copy of which is attached hereto as Exhibit C and is incorporated into this Declaration.

Article 5. UNITS: NUMBER, TYPES, DESCRIPTIONS, USES

5.1 Number and Types of Units. The number of units which are hereby declared in **MARSHALL-CASS CONDOMINIUM** and subjected to the condominium form of ownership is **6** in total. The total consists of one City Green Unit, one Cass Towers Unit, one Public Parking Unit, two Commercial Units and one Marshall Rooftop Unit. Each Unit shall be considered a separate Condominium Unit under the Act. When the term “Unit” is used in this Declaration or in the Bylaws or other rules and regulations without specifying, limiting or qualifying the type of Unit, it includes any type and all types of units. Every deed, mortgage or other document of conveyance or lien must specify which Unit(s) will be affected by the document.

5.2 City Green Unit: Description. There shall be one City Green Unit, which is intended to accommodate residential uses, and other uses ancillary to residential uses, and which is intended to be subdivided by means of a Subcondominium to be declared by the Unit Owner. The City Green Unit is more fully described on the Condominium Plat, a copy of which is attached hereto as Exhibit C. The

Condominium Declaration of Marshall-Cass Condominium

City Green Unit is intended only for residential use and uses ancillary to residential use. The City Green Unit shall include both a portion of the Condominium Structure and a volume of space, as follows:

5.2.1 City Green Dwelling Structure. The City Green Unit shall include a dwelling structure, which may be referred to as the City Green Building, consisting of that portion of the Condominium Structure delimited by the outer surfaces of the exterior walls and roof of that portion of the Condominium Structure enclosing the Dwelling Units (Subunits) to be declared within the City Green Unit, and the upper surface of the subfloor of that portion of the Condominium Structure lying directly beneath the lowest tier of Dwelling Units (Subunits) to be declared within the City Green Unit, including all exterior and interior walls, floors, ceilings, fixtures and improvements contained within the above-described boundaries, but excepting any structures and equipment which are designated in this Declaration or in the Condominium Plat as Common Elements or Limited Common Elements.

5.2.2 Marshall Level Space. The City Green Unit shall include a volume of space, comprising the entire interior of that portion of the Condominium Structure which is located on the level designated on the Condominium Plat as the Marshall Level. By way of example and not of limitation, said volume of space shall include the City Green parking area (also called Marshall Street parking area), entrance lobby, community room, and all storage and utility spaces located on the Marshall Level, and shall be delimited by the interior surfaces of the studs or equivalent, ceiling beams and subfloor, windows, window frames, doors and door frames of that portion of the Condominium Structure in which the volume of space is located. The City Green Unit shall include all interior walls, floors, ceilings, fixtures and improvements contained within the said volume of space, but excepting any structures and equipment which are designated in this Declaration or in the Condominium Plat as Common Elements or Limited Common Elements.

5.3 Cass Towers Unit: General Description. There shall be one Cass Towers Unit. The Cass Towers Unit is intended to accommodate residential uses, and other uses ancillary to residential uses. The Cass Towers Unit shall include (without limitation) the following, which are not contiguous to each other: **(1)** two volumes of space located within the two Apartment Buildings (also referred to as Apartment Towers or Apartment Structures) located on the Cass Street side of the Condominium Structure, which may be referred to as the Cass North and Cass South Buildings; and **(2)** two groups of Parking Spaces, which may be referred to as the Apartment Parking Areas, intended for the use of occupants of the Apartment Buildings and designated on the Condominium Plat as Apartment Parking or Residential Parking. The Cass Towers Unit is more fully described on the Condominium Plat, a copy of which is attached hereto as Exhibit C. It is intended as part of the general plan of development of this Condominium that the Owner of the Cass Towers Unit may, at such Owner's option, declare one or more Residential Subcondominiums within the Cass Towers Unit.

5.4 Cass Towers Unit: Location and Specific Description. The Cass Towers Unit shall include the following:

5.4.1 Cass Towers Apartment Buildings. The Cass Towers Unit shall include two volumes of space located within the two Cass Towers Apartment Buildings which constitute portions of the Condominium Structure as shown on the Condominium Plat. Each such volume of space shall have its outer boundaries defined by the interior surfaces of the studs, ceiling beams and the subfloor of the lowest level of the Apartment Building, and by the windows, window frames, doors and door

Condominium Declaration of Marshall-Cass Condominium

frames of the Apartment Building in which the volume of space is located, and the Unit shall include all interior walls, floors, ceilings, fixtures and improvements contained within such volume of space, but excepting any structures and equipment which are designated in this Declaration or in the Condominium Plat as Common Elements or Limited Common Elements. For this purpose, the lowest floor of each Apartment Building shall be considered as the upper surface of the "Terrace Level" deck as shown on the building plans and the Condominium Plat, which also forms the roof and ceiling of that portion of the Condominium Structure which contains the City Green common area.

5.4.2 Cass Towers Parking Spaces. The Cass Towers Unit shall include two Apartment Parking Areas, each group consisting of a number of individual Parking Spaces located in one of the portions of the Condominium Structure shown on the building plans and the Condominium Plat as the Cass Lower Level and the Cass Upper Level. The Cass Lower Level will accommodate a number of Apartment Parking Spaces (separate from the Public Parking Unit, which is also located on that Level), and the Cass Upper Level will accommodate a larger number of Apartment Parking Spaces. Restrictions and permitted uses of the Apartment Parking Spaces are further described below.

5.5 Cass Towers Unit: Apartment Parking. Parking for Owners of the Cass Towers Unit, and for lessees, tenants and occupants of apartments in the Apartment Buildings forming a part of the Cass Towers Unit, shall be accommodated in the individual Apartment Parking Spaces located within the two Apartment Parking Areas, as more fully described in the foregoing Section and on the Condominium Plat. The Apartment Parking Spaces (not the Apartment Parking Areas as a whole) are included within the Cass Towers Unit as set forth above. The portions of each Apartment Parking Area surrounding each individual Apartment Parking Space shall be Common Elements of the Condominium, or Limited Common Elements appurtenant to the Cass Towers Unit, according to use. The Apartment Parking Spaces are intended solely for parking automobiles, light trucks or similar vehicles, or motorcycles or similar vehicles, and not for storage or any other use. The Apartment Parking Spaces are restricted to use by the Owner of the Cass Towers Unit and by lessees, tenants and occupants of the apartments within the Cass Towers Unit, under the management and control of the Owner of the Cass Towers Unit. The individual Parking Spaces, each intended to accommodate one vehicle, are designated on the Condominium Plat. The ramps and drive areas within the parking areas, including but not limited to those which pass through the area occupied by the spaces which collectively constitute the Apartment Parking Areas, are Common Elements of this Condominium. Easements are hereby granted to and reserved in favor of all Unit and Subunit Owners, lessees and occupants, over the ramps and drive areas for free passage and access to other Units, Common Elements and Limited Common Elements. An appropriate number of the Apartment Parking Spaces may be declared by a Subdeclaration as Common Elements, Limited Common Elements, Units or parts of Units of a Subcondominium which may be formed within the Cass Towers Unit, at the sole option and discretion of the Unit Owner as Declarant of such Subcondominium.

5.6 Public Parking Unit. One Public Parking Unit is declared by this Declaration. The purpose of the Public Parking Unit is to provide parking facilities pursuant to the terms of one or more agreements entered into between the Declarant and the City of Milwaukee as a condition of the City's grant of the Condominium land to the Declarant. The Public Parking Unit shall include parking facilities to be made available to the public, consisting of 126 individual Public Parking Spaces in which automobiles, light trucks or similar vehicles, or motorcycles or similar vehicles, may be parked. The Public Parking Spaces

Condominium Declaration of Marshall-Cass Condominium

shall be made available to the general public for lease or rental, as specified in one or more agreements between the Declarant and the City of Milwaukee. The Public Parking Spaces and their appurtenances, taken together, shall constitute the Public Parking Unit, and the portion of the Condominium Structure in which they are located may be referred to as the Public Parking Area. The individual Public Parking Spaces, each intended to accommodate one vehicle, are numbered or designated as shown on the Condominium Plat. The ramps and drive areas within the parking areas and Parking Structures, including but not limited to those which pass through the area occupied by the Public Parking Spaces, shall be Common Elements of this Condominium, and are subject to an easement in favor of Unit and Subunit Owners, lessees and occupants, as set forth elsewhere in this Declaration.

5.7 Commercial Units: General Description. Two Commercial Units are declared by this Declaration. Each Commercial Unit is and shall be comprised of one or more volumes of space at one or more levels (which need not be contiguous), each having its outer boundaries defined by the interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors and door frames of those portions of the Condominium Structure in which the spaces comprising the Commercial Unit are located, together with all fixtures and improvements contained within the boundaries as shown in the Condominium Plat and any amendments thereto, but excepting any such structures and equipment which are designated herein as Common Elements. Each Commercial Unit is more fully described and shown on the Condominium Plat. Commercial Units or Subunits, or portions of any Commercial Unit or Subunit, may be occupied or leased for commercial, retail, restaurant, professional or other business use only, and shall not include or be used as permanent or temporary living quarters. The Declarant or the Association, as appropriate, may, by properly enacted Bylaws or Rules, restrict or specify the types, nature, scope and hours of businesses which may be operated in the Commercial Units and Commercial Subunits. The Commercial Units shall have no parking included in, appurtenant to or otherwise directly associated with them.

5.8 Commercial Units: Subdivision. Commercial Units may be subdivided by either of the following methods:

5.8.1 Subcondominium. The Owner of each of the Commercial Units declared by this Declaration may subdivide the Unit by means of a Subcondominium, and in that event, each resulting Commercial Subunit shall be subject to all requirements and restrictions which apply to the original Commercial Unit. The Commercial Subunits resulting from such subdivision shall not again be subdivided.

5.8.2 Other Subdivision. In addition to the right of each Unit Owner to declare a Subcondominium within the Owner's Unit, the Declarant, for itself and any future owner of the originally declared Commercial Units, reserves the right to subdivide each originally declared Commercial Unit so as to result in two or more Commercial Units in the space where one Commercial Unit previously existed, without changing or expanding the outside boundaries of that space as declared and platted. Such subdivision shall be accomplished by an amendment to this Declaration and an amendment to the Condominium Plat. At the time when such subdivision occurs by means of an amendment to this Declaration and an amendment to the Condominium Plat, the percentage of undivided ownership interest in the Common Elements appurtenant to the subdivided Commercial Unit, the voting rights appurtenant to the subdivided Commercial Unit, and the subdivided Commercial Unit's share of common expenses shall all be adjusted to reflect the inclusion of the additional Commercial Unit(s) in the Condominium. Such adjustments may be

Condominium Declaration of Marshall-Cass Condominium

accomplished only by reappportioning such rights and interests between the subdivided Commercial Unit and the resulting Commercial Unit(s), and shall not affect the rights and interests of any other Unit or Owner.

5.9 Marshall Rooftop Unit: Description. The Marshall Rooftop Unit shall be located on and above the roof of the City Green Building and shall consist of a volume of space. Its vertical boundaries shall be defined by the surfaces of the inner sides of the parapets or curbing, and by the outer surfaces of the walls of any structures, equipment and appurtenances located on the roof of the City Green Building. Its upper boundary shall be defined by the uppermost point of any object placed within it by its Owner or lessee. Its lower boundary shall be defined by the upper surfaces of the roof of the City Green Building and of all structures, equipment and appurtenances attached to or forming part of the City Green Building or the City Green Unit.

5.10 Leases for Communications Facilities: Marshall Rooftop Unit. The Marshall Rooftop Unit is intended to be used as a site or sites for wireless communication relay or transmission facilities and associated equipment or facilities, or such other communications and related facilities and equipment as may be suitable or desirable in the sole judgment of the Owner, subject to the restrictions set forth in this Declaration. The Owner of the Marshall Rooftop Unit shall have the exclusive right, at its option, to lease all or any part of the Marshall Rooftop Unit to one or more providers of communications facilities, on such terms as the Owner deems suitable. All equipment and facilities placed there shall be installed and maintained so as to be as inconspicuous as possible and so as to affect the appearance and function of the Condominium to the minimum extent consistent with reasonable use of the equipment and facilities. All leases shall be in writing, and a copy of each shall be deposited with the Secretary of the Association. Such leases may be recorded in the Office of the Register of Deeds at the option of either the Lessee (the entity placing and maintaining the facilities) or of the Unit Owner. In recognition of the fact that the Owner and lessees of the Marshall Rooftop Unit will make some use of the facilities and common elements of the City Green Unit, the Owner of the City Green Unit (the City Green Condominium Owners Association, after the City Green Subcondominium is declared) shall receive 20% of the gross amount of all revenue derived from leases of space or facilities in the Unit.

5.10.1 Cass Towers Unit. The rooftops of the Cass Towers Buildings are Common Elements of this Condominium. Nevertheless, spaces on the rooftops of the Cass Towers Buildings may be leased by the Owner of the Cass Towers Unit, or the Subassociations of any Subcondominiums, as appropriate (herein called the Lessor Entity) to one or more entities as sites for wireless communication relay or transmission facilities and associated equipment or facilities, or such other communications and related facilities and equipment as may be suitable or desirable in the sole judgment of the Lessor Entity, subject to the restrictions set forth in this Declaration.

5.10.1.1 Authority of the Lessor Entity. The Lessor Entity shall have the exclusive right, at its option, to grant leases of space on one or more portions of the roofs of either or both of the two Cass Towers Apartment Buildings forming part of the Cass Towers Unit to one or more providers of communications facilities, on such terms as the Unit Owner or Board of Directors deems suitable. In doing so, the Lessor Entity shall be deemed to be the holder of a limited power of attorney, or of powers equivalent thereto, to act on behalf of the other Unit Owners in Marshall-Cass Condominium and of the Marshall-Cass Condominium Owners Association, in order to effectuate the intent of this Section.

Condominium Declaration of Marshall-Cass Condominium

5.10.1.2 Common Elements May Become Limited Common Elements; Lessor Entity's Responsibility. Use of one or more portions of the Common Elements for the purposes contemplated in this Section shall change the character of the affected portions of the Common Elements to Limited Common Elements, under the exclusive control of the Lessor Entity. The Lessor Entity shall assume full responsibility and liability for all maintenance and repair functions within the affected portions. The Lessor Entity shall further be liable to the Association and to other Unit Owners for any loss, harm, damage or expense occasioned by the use of any portion of the Common Elements or Limited Common Elements of the Condominium for or in connection with the purposes set forth in this Section 5.10.

5.10.1.3 Characteristics of Installations. All equipment and facilities placed or installed pursuant to this Section shall be placed, installed and maintained so as to be as inconspicuous as possible and so as to affect the appearance and function of the Condominium to the minimum extent consistent with commercially reasonable use of the equipment and facilities. Specifically, such equipment and facilities shall be designed, installed and placed in such a way as to be either invisible or minimally visible from the Units (Subunits) in the City Green Condominium (Subcondominium), and shall be integrated into the buildings as attractively as reasonably possible, within the bounds of commercial feasibility.

5.10.1.4 Subassociation as Successor Lessor. In the event that a Subcondominium is declared within either or both of the Cass Towers Buildings where leases for facilities exist, the Subcondominium Documents shall provide that all of the rights, responsibilities and liabilities regarding rooftop communications facilities on the Building in which each Subcondominium is located shall be, in whole or in part, transferred to and assumed by the Owners Association (Subassociation) of the new Subcondominium. After the Cass Towers Unit Owner's rights detailed above have been transferred to a Subassociation, the Subassociation by its Board of Directors shall be the Lessor for purposes of any lease or other arrangement previously made under this Section 5.10, and may enter into other leases or arrangements for similar purposes.

5.11 Identification and Details of Units. The Units are designated by identifying names and numbers as shown on the list attached hereto as Exhibit A and on the Condominium Plat. For clarity, the Units are referred to in this Declaration by names only. The approximate dimensions and floor area of each Unit, and further details identifying and describing each Unit, are shown on the floor plans which form a part of the Condominium Plat. Complete construction details are contained in working plans and drawings which are kept and available for inspection at the offices of New Land Enterprises, LLP.

5.12 Rights Reserved by Declarant. The Declarant reserves for itself, its successors and assigns the right to change the layout, location, size and construction details of the Condominium Structure, Buildings, Units, Common Elements and Limited Common Elements shown on the Condominium Plat which are not yet fully constructed, provided that such changes shall not substantially alter the nature and quality of the Condominium Structure, Buildings, Units, Common Elements and Limited Common Elements. For this purpose, the Declarant, its successors and assigns shall have the exclusive right, without a vote or otherwise obtaining the consent of any Unit Owners, to amend this Declaration and its associated Condominium Plat for the purpose of recording addenda or amendments to the Declaration and Condominium Plat describing and depicting the layout, location, names, street addresses and

Condominium Declaration of Marshall-Cass Condominium

dimensions of the Condominium Structure, Buildings and Units as finally located and constructed. The Declarant, its successors and assigns, shall further have the exclusive right, without a vote or otherwise obtaining the consent of any Unit Owners, to amend this Declaration to add one or more Commercial Units as set forth elsewhere in this Declaration, and to record addenda or amendments to the Declaration and Condominium Plat describing and depicting the layout, location, Unit numbers and dimensions of Commercial Units to be added.

Article 6. PURPOSE AND USE RESTRICTIONS

6.1 General Provisions. In this Article, unless otherwise specified, "Unit" includes all Units regardless of type, as well as any Subunit (Unit of a Subcondominium). The restrictive provisions of this Article shall be included by reference in the Declaration (Subdeclaration) of any Subcondominium. The Buildings, Structures and Units constructed or to be constructed on the Property (including those contained within any Subcondominium) shall in each instance be subject to the conditions and restrictions set forth in this Article. The enumeration in this Article of certain conditions and restrictions shall not be interpreted as limiting in any way the purpose and function of this Declaration with respect to restricting and regulating the uses of the Property, in accordance with the purpose and character of the Property and of the Condominium, as set out in this Declaration.

6.2 Uses Restricted. The Condominium and the Property, with the Buildings and Structures located on the Property, and the Units, Limited Common Elements and Common Elements, are intended exclusively for, and are restricted to, the uses set forth for the various Units and Elements in this Declaration. Every Subunit in a Subcondominium declared within a Unit shall have and be subject to the same nature, purposes and restrictions as the original Unit within which the Subcondominium is declared. All uses are governed by the terms and conditions of this Declaration, of the Bylaws, and of such Rules and Regulations as may be promulgated by the Declarant or the Association.

6.3 Rights to Certain Uses Reserved by Declarant. Notwithstanding the foregoing, the Declarant of this Condominium reserves for itself, and for any Declarant of any Subcondominium, the right, at the option and in the sole discretion of such Declarant, to use and occupy various Units in the Condominium, or Subunits in a Subcondominium declared by said Declarant, as "model" units and sales offices. Any such Declarant shall have such rights until all Units or Subunits declared and contemplated by such Declarant have been sold, or until such earlier time as may be determined by such Declarant.

6.4 Improvements. Any improvements, paved areas, accessory systems or equipment serving the Condominium shall be located on the Property as shown on the Condominium Plat. Commercial Units may be partitioned or subdivided as necessary or desirable for any reasonable use of the Commercial Units, subject to all restrictions and requirements in this Declaration and the Bylaws of the Association.

6.5 Units Owned by Declarant: Leasing. As to any Units or Subunits owned by the Declarant of this Condominium or of any Subcondominium, such Declarant retains the right to enter into leases with any Lessees for occupancy of any Unit or Subunit owned by it, or any part or parts thereof, on terms and conditions deemed suitable by any such Declarant in its sole discretion, or to lease back and sublease any Unit, Subunit or part or parts thereof. Anything else in this Declaration, any Subdeclaration or other Condominium Documents notwithstanding, neither the Association of this Condominium nor any

Condominium Declaration of Marshall-Cass Condominium

Subassociation shall have the right by any Bylaws, Rules, Regulations, or any other means to substantially impair the rights retained by any Declarant and set forth or implied by the terms of this Section.

6.6 Residential Subcondominiums and Dwelling Units (Subunits): Residential Use. The City Green Unit, any Residential Subcondominium declared within the Cass Towers Unit, and all Dwelling Units (Subunits) declared as part of a Subcondominium either within the City Green Unit or within the Cass Towers Unit, shall be used only for residential purposes, except that reasonable ancillary uses, including but not limited to reasonable use for home business or professional purposes, are permitted and shall be regulated by such Bylaws, Rules and Regulations as may be enacted and promulgated by the Declarant of the Subcondominium during the period of Declarant control of the Subassociation, and subsequently by the Board of Directors of the Subassociation.

6.7 Rules and Regulations: General. During the period of Declarant control of the Association, the Declarant shall have the right to promulgate from time to time Rules and Regulations which are not in conflict with the provisions and intent of this Declaration and of the Bylaws, reasonably regulating the use and enjoyment of the Property by those entitled to use it and enjoy it. After the end of the period of Declarant control, the Board of Directors shall have the same right, subject to the terms and provisions of the Bylaws concerning acts of the Board. Complete and correct copies of all current Rules and Regulations shall be furnished to all Unit Owners and Subunit Owners by the Board of Directors within a reasonable time after the adoption or amendment of any Rules and Regulations.

6.8 Use of Private Parking Spaces. The restrictive provisions of this Section affect and are essential to the underlying plan of development and to the proper governance of the Condominium. In order to preserve the intended uses of the Condominium and to assure a reasonable and even-handed policy governing parking within the Condominium, the provisions of this Section shall be incorporated into any Subdeclaration establishing a Subcondominium which includes or has appurtenant to it any Parking Spaces within the Condominium. All Private Parking Spaces within the City Green Unit or within or appurtenant to any Subcondominium established within the Cass Towers Unit shall be used only for parking vehicles belonging to Owners, lessees or occupants of Dwelling Units (Subunits) of a Subcondominium within the City Green Unit or the Cass Towers Unit, to lessees and occupants of any such Dwelling Unit (Subunit), and their temporary guests. Private Parking Spaces shall not be leased, rented or otherwise made available for use by any person not an Owner, lessee or occupant of a Dwelling Unit (Subunit) of a Subcondominium within the City Green Unit or the Cass Towers Unit. For this purpose, "lessee or occupant" does not include any person or entity whose use of or contact with the Dwelling Unit (Subunit) is solely or primarily for the purpose of gaining the use of or access to a Private Parking Space. Any lease rental, assignment or other arrangement whose intent or effect is to negate or circumvent the letter and intent of this plan of restriction is in violation of this Declaration and shall be void and unenforceable. The Declarant of this Condominium, the Declarant of any Subcondominium, or the Association or any Subassociation, shall not be bound by any such lease or other arrangement, shall have full power and authority to take any action it deems appropriate to correct any such violation, and in doing so may disregard any such lease, rental, assignment or other arrangement. Private Parking Spaces shall not be used for storage of any property other than vehicles. Private Parking Spaces shall not be used to store or park vehicles which are not operable and in regular use. Notwithstanding the foregoing, Private Parking Spaces assigned to or retained by the Declarant of this Condominium or of a Subcondominium, as appropriate, may be used by said Declarant, its employees, agents, contractors

Condominium Declaration of Marshall-Cass Condominium

(including subcontractors) and invitees, for any reasonable purpose consistent with said Declarant's construction, operation and sale of the Condominium or any Subcondominium, and of Units or Subunits; and such use shall not be subject to regulation by the Association or any Subassociation.

6.9 Regulation of Parking and Vehicular Traffic.

6.9.1 Authority to Regulate. The authority (but no specific duty) to reasonably regulate parking and vehicular traffic within the Condominium shall be vested in the Declarant for so long as it owns any Unit of this Condominium (in this respect "Unit" does not also mean "Subunit"), and thereafter in the Association. Upon recording of the Declaration of a Subcondominium within either the City Green Unit or the Cass Towers Unit, the Declarant of that Subcondominium, and later the Subassociation for that Subcondominium, shall succeed to all rights and authority set forth in this Section with respect to any Parking Spaces and Parking Areas appurtenant to, incorporated in or located within that Subcondominium. When the Declarant no longer owns any Unit in the Condominium established by this Declaration, the Association shall succeed to the rights held by the Declarant. The Declarant, Subdeclarant, Association or Subassociation having such authority in a given area may be referred to as to the Regulating Authority.

6.9.2 Matters Which May be Regulated. The authority to regulate parking and traffic shall include, but not be limited to, the right (but not a duty) to adopt Rules and Regulations within the Regulating Authority's area of responsibility providing reasonable restrictions, consistent with the terms, provisions and intent of this Declaration (and of the Subdeclaration in the case of a Subcondominium). The Regulating Authority may restrict the types and sizes of vehicles which may enter the Condominium Property or the Regulating Authority's area of responsibility, or which may be kept or parked within Parking Spaces; it may restrict the length of time during which any vehicle which is not operable may be left or kept in any Parking Space or anywhere else in the Regulating Authority's area of responsibility; and it may regulate such other matters as it may deem necessary or advisable. The rights reserved and granted by the terms of this Section include but are not limited to the right (but not the duty) to regulate, decide and administer all issues and disputes regarding parking as between the Unit Owners (Subunit Owners in the case of a Subassociation), and vehicular traffic within the area of responsibility of the Regulating Authority, and to grant exceptions to any such Rules and Regulations when, in the judgment of the Regulating Authority, circumstances make such exceptions necessary or desirable.

6.9.3 Conflicts Resolved. In the event of a conflict between Rules and Regulations adopted by two or more Regulating Authorities, any Rules, regulations or other policies established by the Declarant or the Association (as the case may be) for this Condominium shall prevail over those of any Regulating Authority associated with any Subcondominium.

6.10 Use of the Marshall Rooftop Unit. The Marshall Rooftop Unit is intended to be used for the placement, operation, repair and maintenance of electronic communication facilities and equipment. Use of the Unit shall be regulated by the terms of any lease for such equipment, and by appropriate Rules and Regulations enacted by the Board of Directors. Any conflicts or controversies between the Owner of the Marshall Rooftop Unit and the Owner of the City Green Unit (or the City Green Condominium Owners Association, when formed) concerning the relationship between such Units shall be resolved by the Board of Directors of the Marshall-Cass Condominium Owners Association, Inc. In no event shall any party make any use of the Marshall Rooftop Unit in such a way as to interfere with normal use,

Condominium Declaration of Marshall-Cass Condominium

repair and maintenance of the City Green Unit or of any Subunit located in the City Green Subcondominium, or to unreasonably disturb or annoy the Owners and occupants of Units (Subunits) within the City Green Condominium. All equipment shall placed and used within the Unit in such a way as to be visually unobtrusive from outside the Building.

Article 7. COMMON ELEMENTS

- 7.1 Description.** The Common Elements shall consist of all of the land, improvements and appurtenances of **MARSHALL-CASS CONDOMINIUM**, except the Units and interior non-load-bearing walls and fixtures therein, as defined in this Declaration. The Common Elements include but are not limited to the land on which the Condominium Structure is located and include but are not limited to the following:
- 7.1.1** Common ramps, drives, walkways, outside stairways, courtyards and other open areas as shown on the Condominium Plat, except those specifically designated in this Declaration or on the Condominium Plat as Limited Common Elements.
 - 7.1.2** Ramps and drive areas within and between the Parking Spaces and Parking Areas located within the volume of space designated as the Cass Towers Unit.
 - 7.1.3** Service Elements, including water and sewer systems (with their associated pumps such as water service pump and fire water pump, and any associated apparatus); private utility lines and facilities including but not limited to electrical systems and any associated apparatus; public utility lines and facilities; master television cable or antenna and lines, equipment and facilities, if any; and in each case, the rooms, if any, or dedicated spaces in which they are located.
 - 7.1.4** Any landscaping done or to be done on the Condominium property, except for that located within Units or in or on Limited Common Elements.
 - 7.1.5** Bearing walls, floors and ceilings (except the interior surfaces thereof which form the outer boundaries of each Unit), roofs, foundations, entrances and exits.
 - 7.1.6** Pipes, ducts, electrical wiring and facilities including but not limited to standby generator(s), electrical master switch, water pump and main water service meter, sewer laterals, outside walls, girders, beams and support and structural parts of the Condominium Structure.
 - 7.1.7 Courtyard and Surroundings.** The Courtyard as defined in Section 3.1 of this Declaration, and all structures, vegetation, sculpture and objects not normally intended to be moved on a regular basis which are located in, on or adjacent to the Courtyard areas, EXCEPT the buildings themselves and items permanently attached to them, and EXCEPT those items or elements allocated in Article 8 as Limited Common Elements, are Common Elements.

The Association, for good and sufficient reasons, may by resolution of the Board amend the Rules and Regulations to delegate responsibility for routine maintenance and cleaning, snow clearance and like tasks with respect to one or more of the Common Elements to one or more Unit Owners.

Condominium Declaration of Marshall-Cass Condominium

7.2 Easements. Each Unit Owner and Subunit Owner shall have a valid exclusive easement to the space between the interior and exterior walls of those portions of the Condominium Structure which are Common Elements or Limited Common Elements enclosing the Owner's Unit for the purpose of installing and maintaining utility outlets, wall hangings, and the like, and erection of non-bearing partition walls and similar structures, where the use of space between the walls may be necessary for such purposes. Such Owner shall do nothing to impair the structural integrity of the structures or the soundproofing of common walls between units. The affected Common Elements or Limited Common Elements shall be restored to their former condition by the Owner at the Owner's sole expense upon completion of the item or termination of the use requiring the easement. Easements are hereby declared and granted for the benefit of the Unit Owners and of the Association of Unit Owners for the installation, maintenance and repair of common utility services in and on any part of the Common Elements, Limited Common Elements, or units of any type. The Association shall have the authority to reasonably regulate, coordinate and direct the Owners' exercise of these rights in order to provide for orderly development, improvement and maintenance of the Condominium and to prevent undue interference with the rights of other Unit Owners.

7.3 Reserved Common Elements. The Reserved Common Elements, if any, shall be those portions of the Common Elements which are not reasonably characterizable as Limited Common Elements and are not reasonably characterizable as having been intended or designated to serve all of the Units in the Condominium. The Board of Directors, or, if applicable, the Declarant, may designate or set aside any specified portions of such Reserved Common Elements as Limited Common Elements appurtenant to and for the benefit of one or more of the Units, and may impose reasonable charges or assessments for and in consideration of the use and benefit of the portions designated in such manner as Limited Common Elements. No such designation shall be construed as a sale, lease or other disposition or transfer of such portions of the Common Elements or Reserved Common Elements. No amendment of this Declaration, of the Condominium Plat or of the Bylaws shall be required, and no reallocation of Percentage Interests shall result or be required.

Article 8. LIMITED COMMON ELEMENTS

8.1 Description. Limited Common Elements are those portions of the Common Elements which are designated as Limited Common Elements on the Condominium Plat, or which by their nature and location have been provided or set aside for the use of the Owners and occupants of particular units, to the exclusion of all other persons. Each Limited Common Element which is reserved for the exclusive use of the Owner(s) or occupant(s) of a Unit is appurtenant to that Unit. The Limited Common Elements include but are not limited to the following:

8.1.1 Service Elements. All Service Elements, as defined in Section 3.1, including but not limited to fire sprinkler systems, serving more than one Unit (regardless of type of Unit), but not all of the Units, shall be Limited Common Elements appurtenant to each of the Units served, regardless of the physical location of such Service Elements, and each Unit Owner shall be responsible for maintaining and repairing such Service Elements, under the direction and supervision of the Association, subject to the provisions of Article 11 of this Declaration;

Condominium Declaration of Marshall-Cass Condominium

8.1.2 Terraces. The Terraces (as defined in Section 3.1) which are located adjacent to the dwelling spaces within Unit 1, the City Green Unit of Marshall-Cass Condominium, and which will become Units within City Green Condominium (Subcondominium), are Limited Common Elements of Marshall-Cass Condominium, appurtenant to Unit 1, the City Green Unit.

8.1.3 "Green Screens." The "Green Screen" dividers shall be Limited Common Elements of Marshall-Cass Condominium, appurtenant to the Units which they adjoin and which they serve to screen.

8.1.4 Other Elements Adjoining the City Green Unit. The drive and walkway giving access to the City Green Unit from Marshall Street, together with all walkways, lawns and plantings adjoining the City Green Building on its East side, shall be Limited Common Elements appurtenant to the City Green Unit.

8.2 Use. The manner of use of each Limited Common Element shall be determined by the Owner or Owners of the Unit or Units to which it is appurtenant, provided that no such use shall be inconsistent with the purposes stated in this Declaration and the intent of the restrictions as set forth in this Declaration. In the case of any disagreement between Unit Owners as to the manner of use of a Limited Common Element which is appurtenant to or used by two or more Units, the Association shall have the authority to make any final determinations. No Unit Owner, lessee or occupant, or Subunit Owner, lessee or occupant, may make any alteration that would jeopardize the soundness or safety of the Condominium Property or any portion thereof, reduce the value thereof, or impair any easement or hereditament, or change the exterior appearance of any Unit, Common Element or Limited Common Element. No Unit Owner, lessee or occupant, or Subunit Owner, lessee or occupant shall landscape, alter, obstruct or damage any Limited Common Element, nor attach any object or equipment to any Common Element or Limited Common Element, nor permit any such thing to be done, in any manner, without the written consent of the Declarant or of the Association, whichever is appropriate. As a specific example, though not intended to limit the application of this Section, satellite television antennae or "dishes" and other communication apparatus shall not be installed in or on Common Elements or Limited Common Elements without the written consent of the Declarant or of the Association, whichever is appropriate; but such consent shall not be withheld unreasonably or in violation of any federal, state or municipal statute, ordinance or rule.

Article 9. OWNERSHIP OF UNITS; PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND IN LIMITED COMMON ELEMENTS.

9.1 Ownership in Common. Each Unit owner shall own a fee simple interest in the Unit. Each Unit Owner shall also own an undivided interest in the Common Elements and Limited Common Elements as a tenant in common with all other Unit Owners. Except as otherwise limited in this Declaration, Unit Owners, their lessees and occupants shall have the right to use and occupy the Common Elements for all purposes incidental to the use and occupancy of their respective Units for the intended purposes, and for such other incidental purposes permitted by this Declaration, which rights shall be appurtenant to and run with each Unit.

Condominium Declaration of Marshall-Cass Condominium

9.2 Percentage Interest. The percentage of the undivided ownership interest in the common elements relating to each Unit, and accruing to its Owner for the purposes of ownership and proportionate liability for and payment of common expenses, shall be as follows:

- The City Green Unit shall have 32%;
- The Cass Towers Unit shall have 52%;
- The Public Parking Unit shall have 7.99%;
- The two Commercial Units shall each have 4%; and
- The Marshall Rooftop Unit shall have .01%.

The Percentage Interest appurtenant to each Unit shall not be changed by subdivision of the Unit through declaration of a Subcondominium. Subunits which are part of any Subcondominium formed within a unit of this Condominium shall have Percentage Interests within and applicable to the Subcondominium only. They shall have no Percentage Interests in this Condominium.

Article 10. ASSOCIATION OF UNIT OWNERS

10.1 Membership, Duties and Obligations. All Owners of Voting Units shall be entitled and required to be members of an Association of Unit Owners to be known as MARSHALL-CASS CONDOMINIUM OWNERS ASSOCIATION, INC. (hereinafter "the Association"), which shall be responsible and shall have exclusive authority for executing the purposes of this Declaration, including the management and control of the Common Elements and of the Limited Common Elements. The Association shall be incorporated as a non-profit corporation under the laws of Wisconsin. Each Unit Owner shall have all of the rights and shall be subject to all of the obligations created by and existing under this Declaration, and shall be subject to and abide by such bylaws, rules and regulations as the Association may from time to time enact; except that no amendment of this Declaration or of any Bylaws shall alter or abrogate any rights of the Declarant, its successors or assigns, which may have been reserved, set forth or contained in this Declaration or in the initial Bylaws.

10.2 Voting Units; Allocation of Votes. In order to maintain an equitable balance among the Unit Owners, voting rights shall be based upon ownership of Voting Units. The "Voting Units" in this Condominium are the City Green Unit, the Cass Towers Unit, the Public Parking Unit and the Commercial Units established by this Declaration and any Amendment to this Declaration. The Marshall Rooftop Unit shall not be a Voting Unit. There shall be 100 votes in the Association, allocated as follows:

- The City Green Unit shall have 32 votes;
- The Cass Towers Unit shall have 52 votes;
- The Public Parking Unit shall have 8 votes;
- The two Commercial Units shall each have 4 votes; and
- The Marshall Rooftop Unit shall have no votes.

Condominium Declaration of Marshall-Cass Condominium

Subunits (Units in a Subcondominium) are not Voting Units of this Condominium. Declaration of a Subcondominium within a Unit shall not change the number of votes allocated to that Unit. Those votes shall remain allocated to that Unit and shall not be divided among the Subunits in the Subcondominium.

10.3 Voting Rights. Only one membership shall exist for each Voting Unit, regardless of the number of votes allocated to any given Unit. If title to a Voting Unit is held by more than one person, the membership attributed to that Unit shall be held by the Owners according to the proportions and type of tenancy in which they hold title. Voting shall be by whole units only; all of the votes allocated to a given Unit must be voted together. Shared membership interests must be voted as one, pursuant to the designation contained in the membership list maintained pursuant to the Bylaws. The Declarant shall be entitled to cast the votes allocated to each Voting Unit declared as a part of the Condominium (whether actually built or not) until such time as such Unit is conveyed to another person or entity.

10.4 Declarant Control. Except as otherwise provided in the Act or in this Declaration, the Declarant, its successors and assigns, shall have the right, at its option, to appoint and remove the members of the Board of Directors and the officers of the Association, and to amend the Bylaws or rules and regulations of the Association without the consent of any Unit Owner, until the earlier of: (a) 10 years from the date of the first sale of a Unit by the Declarant; or (b) 30 days after the conveyance of 75 percent of the Common Element Interest by the Declarant to purchasers; or (c) until such earlier time as the Declarant may expressly waive its rights under this Section by a written notice delivered to the Association's Board of Directors, subject in each case to the provisions of the Act. Each Owner of a Unit in the Condominium shall be deemed by acceptance of any deed to any Unit to agree and consent to the right of the Declarant to control the Association for a limited time as set forth herein.

10.5 Meeting to Elect Directors. Prior to the conveyance of 25% of the Common Element Interest to purchasers, the Association shall hold a meeting and the Voting Unit Owners other than the Declarant shall elect at least 25% of the Directors of the Association. Prior to the conveyance of 50% of the Common Element Interest to purchasers, the Association shall hold a meeting and the Voting Unit Owners other than the Declarant shall elect at least 33 1/3% of the Directors of the Association. Meetings shall be held at least annually thereafter, at a time and place to be determined by the Board of Directors.

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

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

Condominium Declaration of Marshall-Cass Condominium

Article 11. REPAIRS AND MAINTENANCE

11.1 Unit Owner Responsibility: Repairs and Maintenance of the Unit. Each Unit Owner shall be responsible for keeping the Unit and all of its equipment, fixtures and appurtenances in good order condition and repair and in a clean and sanitary condition, and shall be responsible for such decorating, painting and maintenance as may at any time be necessary or advisable to maintain the good condition, function and appearance of the Unit, according to standards set forth in the Bylaws and elsewhere. Without in any way limiting the foregoing, each Unit Owner shall be responsible for the lighting fixtures, heating and ventilating equipment, or other equipment which may be in or connected with the Unit.

11.2 Unit Owner Responsibility: Limited Common Elements. Each Unit Owner shall keep the Limited Common Elements appurtenant to the Unit in a good, clean, safe, sanitary and attractive condition. By way of illustration and not of limitation, the Unit Owner's duties shall include keeping lawns and plantings healthy and attractive, removing snow and ice from walks and drives, removing trash, litter and animal waste, and similar tasks.

11.3 Unit Owner Responsibility: Other Matters. If maintenance or repair work on the Common Elements or Limited Common Elements, for which the Association would otherwise be responsible, becomes necessary through the act or omission of a Unit or Subunit Owner, lessee or occupant, the Association shall perform such work and may invoice the responsible Unit Owner or Subunit Owner for the labor, materials and other expenses involved. For purposes of this Section, the question of whether said act or omission involves negligence shall be immaterial. In the event that the responsible Unit Owner or Subunit Owner does not pay any invoice for any such work within 30 days of receiving the invoice for the work, the Association may assess the Unit Owner or Subunit Owner for that sum of money and may file a lien claim which will encumber the non-paying Owner's title until paid in full. The Association may, but shall not be required to, accept an offer in this connection by a Unit Owner or Subunit Owner to provide labor and materials in lieu of payment.

11.4 Association May Act; Assessments. If any Unit Owner fails to properly discharge the Owner's responsibilities in connection with maintenance and repair, the Association may give notice in writing as to repairs, maintenance and cleaning it determines to be necessary. If the Unit Owner fails to properly take care of such matters within 30 days following receipt of such notice, the Association may accomplish any repairs and maintenance it determines to be necessary, and may assess the Unit Owner for any reasonable expenses incurred. In the event that the responsible Unit Owner does not pay any special assessment for any such work within 30 days of receiving the invoice for the work, the Association may assess the Unit Owner for that sum of money and may file a lien claim which will encumber the non-paying Owner's title until paid in full.

11.5 Common Elements and Facilities. Except as set forth below, the Association shall be responsible for the management and control of the Common Elements and facilities, and shall cause them to be well maintained and kept in good, clean and attractive condition, order, and repair. In order to maintain a pleasant and attractive appearance of the Condominium, the Association shall maintain the exterior of the Common Element portion of the Condominium Structure in a condition as close as reasonably possible to the original. If the original item is no longer available, substitutions (where work is performed by or for Unit Owners) may be made only with the prior written consent of the Association.

Condominium Declaration of Marshall-Cass Condominium

Without in any way limiting the foregoing, and subject to the exceptions set forth below, the Association's responsibilities shall include all repair, maintenance and snow removal for driveways and walkways, and all grass cutting, plantings and landscape maintenance and related activities, according to standards set forth in the Bylaws, in any Rules and regulations, and in City Ordinances. All expenses of maintenance of the Common Elements shall be a common expense of the Association. The Association shall have sole authority over all additions, improvements and alterations to Common Elements and Limited Common Elements. The Association may delegate authority and responsibility for maintenance and repair of specified Common Elements, or portions of them, to the Owner(s) of a designated Unit, either by Bylaws, Rules or contracts. Such arrangement shall not grant any rights in the nature of exclusive use of any such Common Elements, and shall not have the effect of converting any such Common Elements into Limited Common Elements. The following exceptions shall apply to this general statement:

(a) Marshall Street frontage. The walkway, driveway and surrounding areas fronting on Marshall Street shall be the exclusive responsibility of the Owner of the City Green Unit and of its successor, the City Green Association.

(b) Waterproof membranes.

1. Care, maintenance and replacement of the waterproof membrane which forms a portion of the floor of that portion of the condominium structure enclosing the "Marshall Level parking" which forms a part of the City Green Unit shall be the exclusive responsibility of the Owner of the City Green Unit and of its successor, the City Green Condominium Owners Association.
2. Care, maintenance and replacement of a portion of the waterproof membrane which forms a portion of the roof of that portion of the condominium structure enclosing the "Marshall Level parking" which forms a part of the City Green Unit shall be the exclusive responsibility of the City Green Unit Owner and of its successor, the City Green Condominium Owners Association. The portion of this membrane for which the City Green Unit and its successor, the City Green Association, shall be responsible shall be only that portion which lies directly the remainder of the City Green Unit and is appurtenant Limited Common Elements.
3. In the event of a problem which cannot be definitely located, so that it cannot be certainly determined that the City Green Unit Owner is responsible, then the Association shall be responsible.

11.6 Changes and Installations by Unit Owners or Others. This Section governs certain actions by Owners, lessees and occupants of Units in this Condominium. Any statement that Unit Owners are permitted to take specified actions is not to be construed as an implied statement that similar actions may be taken by Owners, lessees or occupants of Subunits in a Subcondominium. Actions of Subunit Owners in this respect shall be governed by the Subcondominium Documents of the Subcondominium.

11.6.1 Improvements and Alterations Which Are Permitted. A Unit Owner may make any improvements or alterations within the Owner's Unit that do not impair the structural integrity or soundproofing, or lessen the support, of any portion of the Condominium Structure, or adversely affect the intended purpose and function of the Condominium as a whole. Each Unit Owner shall have the right to paint, repaint, tile, panel, paper, or otherwise refurbish and decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of the Unit and all walls,

Condominium Declaration of Marshall-Cass Condominium

ceilings, floors and doors within the boundaries, and to erect partition walls of non-structural nature, provided that such Unit Owner shall take no action which in any way will materially change any common walls or other Common Elements or Limited Common Elements.

11.6.2 Improvements and Alterations Which Are Not Permitted. Except for matters permitted under the terms of Paragraphs (a) and (b) above, no Unit Owner, lessee or occupant may remove or significantly modify any interior or exterior, wall or change the exterior appearance of a Unit or of any Common Element or Limited Common Element without the specific prior written consent of the Board of Directors of the Association. No Unit Owner, lessee or other occupant may, without first obtaining the specific prior written consent of the Board of Directors of the Association, make, or cause or permit to be made, any structural alteration, changes or improvements in or to the exterior of the Condominium buildings or structures, or any Common Elements or Limited Common Elements. No Unit Owner, lessee or other occupant shall perform, or cause or allow to be performed, any act or work which may impair the structural soundness or integrity of any portion of the Condo Structure, or the safety or security of the Property or any person.

11.6.3 Prevention of Damage to Soundproofing. Throughout the Condominium, certain items have been installed and certain measures have been taken in order to insulate the Units and Subunits from noise. Because these are seldom visible or recognizable before beginning work on walls, floors and ceilings, no Unit Owner or Subunit Owner (other than the Declarant) shall undertake any work of alteration or improvement which involves removing or penetrating any flooring or ceiling material, or any portion of any perimeter wall of the Owner's unit or Subunit, without written permission of the Board of Directors of the Marshall-Cass Condominium Association, requested and granted in advance of commencing any work. In the case a wall, floor or ceiling which is located within a Subcondominium and does not form a part of the outer boundary of that Subcondominium, the written permission of the Board of Directors of the Subassociation for that Subcondominium must be requested and obtained in advance of commencing any work.

11.6.4 Signs Which May Be Permitted. Owners of Units declared by this Declaration and Owners of future Commercial Units, but not Owners, lessees or occupants of Dwelling Units (Subunits), shall have a limited right to install and maintain signs directly relating to the intended purposes and uses of their Units, with their necessary accessories and associated equipment, on and in the Common Elements and the Limited Common Elements appurtenant to their Units. This limited right shall also extend to, and may be exercised by, lessees and tenants of Commercial Units. The Declarant or the Association, as appropriate, shall have the right to regulate the appearance, size, number, placement and all other aspects of such signs through the Bylaws and Rules and Regulations.

11.6.5 Signs Which Are Not Permitted. The limited right to install and maintain signs, accessories and related equipment shall not extend to, and may not be exercised by, tenants, lessees or other occupants of Units other than Commercial Units, or to Owners, tenants, lessees or other occupants of any Subunit. No sign of any kind shall be displayed on or in any Subunit by any such Subunit Owners, tenants, lessee or other occupant if such sign is visible to the public or to any Unit or Subunit Owner, tenant, lessee or other occupant from outside of such Subunit. This prohibition is intended to apply to signs of all kinds, including but not limited to signs connected in any way with rental or sale of Subunits.

Condominium Declaration of Marshall-Cass Condominium

Article 12. DESTRUCTION AND RECONSTRUCTION

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

12.2 Damage to or Destruction of Common Elements. In the event of partial or total damage to or destruction of any part of the Common Elements and facilities, the damaged or destroyed items shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built, so as to be compatible with the remainder of the Condominium. The proceeds of any insurance provided by the Association, paid as a result of such damage or destruction, shall be available to the Association for the purpose of repair or reconstruction. In the case of damage or destruction, the repair or reconstruction of which would exceed available insurance proceeds by the sum of \$1,000,000.00 in the aggregate, the Association may determine not to rebuild or repair, by written consent of Voting Unit Owners with not less than 75% of the aggregate number of votes in the Association, within 90 days after the date of the damage or destruction. As to each Unit entitled to vote, such consent shall not be valid unless it is approved in writing by all mortgagees of the Unit. In the event that the decision is made not to rebuild or repair, the Property shall be subject to an action for partition and shall be partitioned pursuant to applicable Wisconsin Statutes, providing for distribution of net proceeds of sale (if any) of the Property and net proceeds of insurance in proportion to the undivided percentage ownership interests in the Common Elements and in accordance with the priority of interests in each Unit.

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

Article 13. INSURANCE

13.1 Units. Each individual Unit Owner shall be responsible for providing insurance for the interior of the Unit and its contents, including but not limited to structural components of the Unit, all fixtures and improvements, and all personal property in the Unit, and shall be responsible for paying the premiums on that insurance. Each Unit Owner shall be responsible for liability coverage but not casualty coverage for each Limited Common Element which is appurtenant to the Owner's Unit and is not shared with any other Unit.

Condominium Declaration of Marshall-Cass Condominium

13.2 Common Elements and Limited Common Elements. The Association shall provide and maintain fire and broad form extended coverage insurance on the Condominium Structure, all improvements and other Common Elements and Limited Common Elements which are a part of the Property in an amount not less than the full replacement value. The insurance shall be obtained in the name of the Association as trustee for each of the Unit Owners and their respective mortgagees in the percentages established in this Declaration, as their interests may appear. Insurance premiums and charges shall be a common expense.

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

13.4 Terms of Insurance. To the extent possible, all insurance obtained by the Association shall provide that the insurer waives its right to subrogation as to any claim against Unit Owners, the Association, and their respective servants, agents or guests, and that the insurance cannot be canceled, invalidated nor suspended on account of conduct of any one or any number of Unit Owners or their servants, agents or guests, unless the Association is given 30 days prior written notice and the opportunity to cure the objectionable condition within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary by the Board of Directors in order to maintain coverage for full insurable value.

Article 14. LIABILITY FOR COMMON EXPENSES

14.1 General Conditions. In this Article, the word "Unit" does not include "Subunit". The costs of administration of the Association, Common Element insurance, repair, maintenance and other expenses of the Common Elements as set forth above, including but not limited to common services provided to the Unit Owners, including but not limited to common lighting, grass cutting for Common Elements, snow removal, repair and maintenance of drives and walks, and common utility and water services, shall be paid for by the Association as common expenses. The Association shall make assessments against the Units and their Owners for such common expenses in accordance with the percentage of the undivided interest in the Common Elements and limited Common Elements attributable to each Unit, in the manner provided in the Bylaws of the Association. No Unit Owner and no Unit Ownership may be exempted from liability for contribution toward the common expenses by any waiver of the use or enjoyment of any of the Common Elements or services, or by the Owner abandoning the Unit; and no conveyance shall relieve the Unit Owner or grantor or the Unit of such liability. A Unit Owner who sells or otherwise conveys the Unit shall be jointly, severally and personally liable along with the grantee for the common expenses incurred up to the date of conveyance, as set forth in the Act, until all expenses charged to the Unit have been paid. The determination and payment of the expenses of the Association, and of all assessments including monthly installments of assessments (also sometimes called "dues"), shall be regarded and treated as part of the annual budgeting and administration process. Payment by

Condominium Declaration of Marshall-Cass Condominium

monthly installments is solely for the convenience of the Unit Owners in paying their annual assessments. The budgeting and assessment period is one year.

14.2 Assessments. Assessments shall be made against the Unit Owners and their Units at the beginning of each fiscal year of the Association to meet estimated common expenses for the following year. If the annual assessment is prorated and paid in installments, each installment payment of the assessment shall not be considered due until the respective installment payment dates. Every assessment, including monthly installments, when due, shall immediately become a personal debt of the Unit Owner and shall also constitute a lien, until paid, upon the Unit to which it is charged, as provided in the Act. In the event of delinquency of payment, the Association may assess penalties, interest and collection costs, and may accelerate annual assessments remaining unpaid with respect to such delinquent Unit for purposes of collection or foreclosure action by the Association.

14.3 Upgrades and Improvements to Units. The "Upgrade General Assessments" shall include all General Assessments against the Units for the purpose of maintaining a fund from which Upgrade Common Expenses may be paid. Each Upgrade General Assessment may be levied to maintain a fund for a particular Upgrade Common Expense and may be assessed against any Unit benefiting exclusively from the upgrade. The Units that benefit exclusively from the upgrade shall be referred to individually as a "Benefiting Unit" and collectively as the "Benefiting Units." Each Upgrade General Assessment shall be assessed against each Benefiting Unit in the proportion of a fraction, the numerator of which is the percentage interest in the Common Elements that is appurtenant to such Benefiting Unit and the denominator of which is the sum of the percentage interests in the Common Elements appurtenant to all Benefiting Units.

14.4 Assessments Against Units Owned by Declarant. During the period of Declarant control of the Association under Section 703.15(2)(c) of the Wisconsin Statutes, no General Assessments shall be assessed against any Unit owned by Declarant. During the period of Declarant control, however, the General Assessments payable by any Unit Owner other than Declarant shall not exceed the amount that Unit Owner would be charged if Declarant's Units were subject to full General Assessments, based on the annual operating budget then in effect. During the period of Declarant control, Declarant shall pay the deficit if the total General Assessments payable by Unit Owners other than Declarant do not cover total Common Expenses. Furthermore, if the Association has established a statutory reserve account under Section 703.163 of the Wisconsin Statutes, (a) no reserve fund assessments shall be levied against any Unit until a certificate of occupancy has been issued for that Unit, and (b) payment of any reserve fund assessments against any unit owned by Declarant may be deferred until the earlier to occur of (i) the first conveyance of such Unit, or (ii) five years from the date exterior construction of the building in which the Unit is located has been completed.

Article 15. PARTITION OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Common Elements and limited Common Elements shall not be partitioned, through judicial proceedings or otherwise, except as otherwise provided in the Declaration, until or unless this Declaration is terminated and the Property is withdrawn from its terms, or from the terms of the Act; except that, if any

Condominium Declaration of Marshall-Cass Condominium

Unit is owned by two or more co-Owners as tenants in common or joint tenants, or as marital property of any type, nothing in this Declaration shall be deemed to prohibit a voluntary or judicial partition of the Unit as between the co-Owners.

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

The percentage of the undivided interest in the Common Elements and limited elements shall not be separated from the Unit or Subunit to which it appertains. No Owner of a Unit or Subunit shall execute any deed, mortgage, lease or other instrument affecting title to such Unit or Subunit Ownership without including therein both the Owner's interest in the Unit or Subunit and the corresponding percentage of Ownership in the Common Elements and limited Common Elements. This prohibition is intended to prevent any severance of the combined Ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including the other shall be deemed and taken to include the missing interest even though the missing interest is not expressly mentioned or described in the instrument.

Article 17. EASEMENTS, RESERVATIONS AND ENCROACHMENTS

17.1 General. In addition to and in supplementation of the easements provided for by Section 703.32 of the Act, as amended and renumbered from time to time, and other provisions of the Act, and any and all licenses, easements, rights-of-way, covenants, limitations and restrictions of record, the Condominium shall be subject to the easements and restrictions set forth in this Article. All easements and rights described in this Article are easements and rights appurtenant, running with the real estate, and are subject to the reasonable control of the Declarant or of the Association, as applicable. All such easements and rights are granted by and reserved to, and shall inure to the benefit of and be binding upon, the Declarant, its successors and assigns, the Association, all Unit Owners, lessees and occupants and Subunit Owners, lessees and occupants, and their successors and assigns, all as more specifically set forth in this Article. The Declarant shall have the authority to execute all documents necessary to carry out the intent of this Article for as long as the Declarant retains an Ownership interest in this Condominium. After such time, that authority shall vest in the Association.

17.2 Applies to All Unit Types. As used in this Article 17, the words "Unit" or "Units" shall mean any Unit or Subunit, or all Units and Subunits of any type in the Condominium or any Subcondominium.

17.3 Utilities. Easements are hereby declared and granted and reserved for the benefit of the Unit Owners, the Association, the Declarant, and all governmental and non-governmental providers of utilities and services, for utility purposes and to install, operate and maintain Service Elements, including, without limitation, the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone and other communication lines and equipment, master cable television or antenna system lines and equipment, and electric conduits, lines and equipment including power transformers, over, under, along and on any part of the Common Elements, including the Limited Common Elements, to service all or any part of the Condominium Property. All such rights shall be

Condominium Declaration of Marshall-Cass Condominium

subject to prior written approval by, and may be exercised only in locations designated by, the Declarant for so long as the Declarant is the Owner of any Unit or Subunit, and until Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner, the Association and the City of Milwaukee. Thereafter, the Association, by the Board of Directors, shall have the same rights. Notwithstanding the foregoing provisions of this Section, unless approved in writing by the Unit Owner or Unit Owners directly affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of completion of the Unit by the Declarant, and shall be located and designed so as not to materially interfere with the use or occupancy of the Unit by its Owner, lessees or occupants. The Association or the Declarant has the right to grant easements for utilities, services or other purposes over, under or through the Common Elements and Limited Common Elements, provided the same are reasonably necessary for the orderly development and operation of the Condominium.

17.4 Declarant's Easements.

17.4.1 Construction. The Declarant reserves an easement for so long as the Declarant is the Owner of any Unit or Subunit, and until Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner, the Association and the City of Milwaukee, to use portions of the Common Elements and any Units owned by Declarant for construction, repair or renovation or related purposes including the storage of tools, machinery, equipment, building or other materials, appliances, supplies and fixtures, and the performance of work on, in or relating to the Property.

17.4.2 Drainage. The Declarant reserves an easement for so long as the Declarant is the Owner of any Unit or Subunit, and until Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner, the Association and the City of Milwaukee, on, over and under the Condominium for the purpose of maintaining and correcting drainage of surface, roof or storm water. The easement reserved by this Section expressly includes the right to cut any trees, bushes or shrubbery, to move or grade any soil, to landscape or to take any other action deemed necessary by the Declarant.

17.4.3 Repairs, etc. The Declarant reserves an easement for so long as the Declarant is the Owner of any Unit or Subunit, and until Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner, the Association and the City of Milwaukee, and for a period of 2 years thereafter, over the Units and Common Elements for any access deemed necessary by the Declarant to complete any repairs, replacement, maintenance, renovations or modifications to be performed by the Declarant.

17.5 Easements for Ingress and Egress, Access to Units and Support.

17.5.1 Each Unit Owner is hereby granted an easement in common with each other Unit Owner for ingress and egress through all Common Elements intended for such purposes, subject to such reasonable rules, regulations and restrictions as may be imposed by the Declarant or the Board of Directors. Each Unit is hereby burdened with and subjected to an easement for ingress and egress through all Common Elements by persons lawfully using or entitled to use the same. Owners of Subunits in a Subcondominium may participate in such rights by grant or conveyance from the Unit Owner as Declarant of the Subcondominium.

Condominium Declaration of Marshall-Cass Condominium

17.5.2 To the extent necessary, each Unit shall have an easement for structural support over every other Unit in the Condominium and the Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit and the Common Elements.

17.6 Easements Over Common Elements. The Common Elements and the Limited Common Elements shall be subject to easements in favor of the Declarant (during the time period described in this Section), Association and the Unit Owners benefited, for the installation, maintenance, use, removal or replacement of Service Elements, whether or not such Service Elements are located in any of the other Units or in any other part of the Condominium, to the extent that any such Service Element serves any Unit or is necessary for service to any Unit. Such easements shall be subject to the condition that any such installation, repair, maintenance, use, removal or replacement of any such item shall not unreasonably interfere, in any material adverse respect for an unreasonable period of time, with the common use of any part of the Common Elements, shall not adversely affect either the thermal or acoustical character of any Building or Structure which is part of the Condominium, and shall not impair or structurally any Building or Structure which is part of the Condominium, or the systems serving it. Those determinations shall be made by the Declarant until Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner, the Association and the City of Milwaukee, and after that time by the Board of Directors.

17.7 Easements in Favor of Association Through Units and Common Elements. The Units, Common Elements and Limited Common Elements shall be subject to the following easements in favor of the Declarant, the Association and their agents, employees and contractors:

17.7.1 For inspection of the Units, Common Elements and Limited Common Elements of all categories, in order to verify the performance by Unit Owners of all items of maintenance and repair for which they are responsible;

17.7.2 To correct, remove or otherwise deal with any violations of the Condominium Documents or any statutes, ordinances, rules or regulations;

17.7.3 For inspection, installation, maintenance, repair, replacement, renovation, alteration, improvement or relocation of Service Elements, Common Elements or Limited Common Elements situated in or accessible from Units, from Common Elements or from Limited Common Elements;

17.7.4 For correction of emergency situations in one or more Units, Common Elements or Limited Common Elements;

17.7.5 For such inspection, assessment, repair, replacement, renovation, alteration or improvement as may be necessary or desirable as a result of a casualty to or condemnation of any of the Units, Common Elements of or Limited Common Elements.

17.8 Limitations on Exercise of Easement Rights. Any installation, replacement or relocation of Common Elements or Service Elements within a Unit shall be located at or as near as reasonably feasible to the previous locations (if any) or, to the extent feasible, in locations which will not unreasonably disturb the use of the Unit for its intended purposes. Except in an emergency, any right of access to a Unit granted pursuant to this Section shall be exercised only after 5 business days advance notice to the Unit Owner and with reasonable efforts to minimize interference with the use of the affected Unit. The Unit shall promptly be restored to its condition immediately prior to such access after

Condominium Declaration of Marshall-Cass Condominium

completion of any work in a Unit conducted pursuant to any right of access granted in this Section. Notwithstanding the foregoing, in case of an emergency, such right of entry shall be immediate and without notice, whether or not the Unit Owner is present at the time.

17.9 Determination of Emergency. The question whether an emergency exists in a given situation at a given time and place, so as to give rise to such right, shall be determined for this purpose solely by the Association, its employees, agents or contractors who are responsible for dealing with the situation, without reference to any Unit Owner.

17.10 Public Purposes. Because the Unit Owners and the Association will have unforeseeable needs, from time to time, for a variety of public and other services, an easement is hereby granted to the public, including but not limited to all governmental and quasi-governmental agencies and bodies, for access to, over and under the Common Elements and Limited Common Elements for all reasonably necessary public services including, without limitation, fire, police, ambulance and rescue, mail, sanitation and other public services. The Association or the Declarant has the right to grant specific or ancillary easements in furtherance of public and other reasonable purposes, within the spirit of this Section.

17.11 Encroachments. In the event that the construction, reconstruction, settlement or shifting of any part of the Condominium Structure, or the design or construction of any Unit, any part of the Common Elements, or any Limited Common Element, results in an encroachment upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements or Limited Common Elements, or any portion of any Unit encroaches upon any part of any other Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit, so long as all or any part of the structure containing such Unit shall remain standing, and Unit and Common Element boundaries shall be as provided in the Act. In no event shall a valid easement for any encroachment be created in favor of the Owner of any Unit or in favor of the Owner or Owners of the Common Elements or Limited Common Elements, if such encroachment occurs because of the willful and knowing conduct of any such Owner.

17.12 Use of Ramps and Drive Areas. Portions of the ramps and drive areas within the Condominium are Common Elements, as set forth elsewhere in this Declaration. All Owners of Units are hereby granted a perpetual easement which is appurtenant to each Unit and which may be extended to Subunit Owners in a Subcondominium at the option of the declaring Unit Owner (Subdeclarant). That easement is granted and reserved on and over said ramps and drive areas for the purpose of providing access, by vehicle and by foot, to the Unit Owners' (or Subunit Owners'), respective Units or Subunits and Parking Spaces, to their appurtenant Limited Common Elements and to the Common Elements of the Condominium.

17.13 Easements Regarding the Marshall Rooftop Unit. In addition to (and not in limitation of) other easements and rights granted in general terms by this Declaration, easements are granted and reserved burdening and benefiting the City Green Unit and the Marshall Rooftop Unit and their owners, for the purpose of effectuating the provisions of Section 5.10 of this Declaration, as follows:

17.13.1 Easements for Attachment and Support. An easement is granted to and reserved in favor of the Marshall Rooftop Unit and its Owner, for placement, attachment and support of structures, equipment, apparatus and the like on and to the roof and its appurtenances of the City Green Unit. This easement shall extend to and shall be limited to those items which are placed,

Condominium Declaration of Marshall-Cass Condominium

installed and used in furtherance of the purpose of the Marshall Rooftop Unit as set forth elsewhere in this Declaration.

17.13.2 Easement for Power Supply. An easement is granted to and reserved in favor of the Marshall Rooftop Unit and its Owner, over and through the City Green Unit and the Common Elements and Limited Common Elements of the Condominium, for installation, maintenance, repair and replacement of, and access to, cables, conduits, lines, and all facilities and equipment necessary for provision of an adequate and reliable source of electric power for the facilities and equipment to be installed in the Marshall Rooftop Unit. Such rights shall be exercised only at reasonable times and upon reasonable prior notice given to the City Green Condominium Owners Association, and in a manner which causes the least possible disturbance to Owners and occupants of Units (Subunits) in City Green Condominium (Subcondominium).

17.13.3 Easements for Access Through and Over the City Green Unit. Because the only practicable access to the Marshall Rooftop Unit is through the City Green Unit, an easement is granted to and reserved in favor of the Marshall Rooftop Unit and its Owner, for access through and over the City Green Unit and Common Elements and Limited Common Elements of this Condominium, from the public street (Marshall Street) to the Marshall Rooftop Unit. This easement shall include all rights reasonably necessary for access to and reasonable use of the Unit, include without limitation, use of lobbies, doors, corridors, stairways and elevators for movement of persons, materials, tools and equipment.

17.13.4 Easements Through and Over the Marshall Rooftop Unit. An easement is granted to and reserved in favor of the City Green Unit and its Owner (or the City Green Condominium Owners Association, as appropriate) for free access to, on and across the Marshall Rooftop Unit for purposes of maintenance and repair of the roof and its appurtenances, including walls and other structures, and for maintenance, repair, placement and removal of equipment, structures and other items appurtenant to the City Green Unit and the City Green Condominium.

17.13.5 Responsibility and Liability. All rights and privileges granted to or reserved in favor of the Owner of the Marshall Rooftop Unit in this Section 17.13 are granted and reserved on the following express conditions:

17.13.5.1 All such rights and privileges shall be exercised in such manner as to eliminate or minimize, to the maximum practicable extent, the possibility of present or future damage or harm to the roof or its appurtenances, to the City Green Unit, or to the Common Elements or Limited Common Elements of this Condominium or of the City Green Condominium (Subcondominium), or any of their parts, elements or appurtenances.

17.13.5.2 The Owner of the Marshall Rooftop Unit shall be responsible and liable for all harm or damage (but not economic loss) to the roof or its appurtenances, to the City Green Unit, or to the Common Elements or Limited Common Elements of this Condominium or of the City Green Condominium (Subcondominium), or any of their parts, elements or appurtenances, which results, directly or indirectly, in any way from the placement, attachment, operation, maintenance, repair, characteristics or existence of any item of equipment, facilities or apparatus placed or installed in the Marshall Rooftop Unit by its Owner or by anyone else, whether or not placed, installed or existing under any lease or other arrangement.

Condominium Declaration of Marshall-Cass Condominium

Article 18. ASSOCIATION'S REMEDIES AND RIGHTS OF ACTION; FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE IS NOT A WAIVER

18.1 Remedies for Violations by Unit Owner, Lessee or Occupant. In this Article, the term "Unit" includes any Subunit. The following are additional and supplemental to any other provisions of this Declaration concerning responsibilities and liabilities of Unit Owners and tenants.

18.1.1 Definition. In this Section, "violation" means failure to comply with Chapter 703, Wisconsin Statutes, or the Declaration, Bylaws, or Association rules.

18.1.2 Liability for Unit Owner Violation. A Unit Owner who commits a violation is liable for any charges, fines, or assessments imposed by the Association pursuant to the bylaws or Association rules as a result of the violation and may be subject to a temporary or permanent injunction.

18.1.3 Liability for Violation by Tenant.

1. If a tenant of a Unit commits a violation that results in a charge, fine, or assessment imposed by the Association pursuant to the bylaws or Association rules, the tenant is liable for the charge, fine, or assessment.
2. If the Association complies with the notice requirement of sub. 18.1.4, the Owner of the Unit occupied by the tenant when the violation occurred is liable for any charges, fines, or assessments imposed by the Association for which the tenant is liable under par. (a) that are not paid by the tenant within 30 days after receiving the notice under sub. 18.1.4. This paragraph does not affect the liability of the tenant to the Unit Owner for any charges, fines, or assessments paid by the Unit Owner under this paragraph.

18.1.4 Notice Requirement for Violation by Tenant. If the Association imposes a charge, fine, or assessment as a result of a violation by a tenant of a Unit in the Condominium, the Association shall give notice to the tenant by any method under Sec. 704.21 (1) (a) to (e) of the Wisconsin Statutes and to the Owner of the Unit occupied by the tenant by any method under Sec. 704.21 (2) (a) to (d) of the Wisconsin Statutes. The notice shall include all material bylaws or rules.

18.2 Rights of Action. In addition to the remedies and procedures set forth in Sec. 18.1, if any Unit Owner fails to comply with any requirements of this Declaration or the Bylaws or decisions or rules made by the Association, the Association or any other Unit Owner may bring and maintain an action in a court of competent jurisdiction against such Owner for any actual damages caused by the failure to comply, or for injunctive relief to compel compliance. In addition, the Association shall have the enforcement authority contained in this Declaration and in the Bylaws of the Association.

18.3 Power of Attorney. Acceptance of a deed to any Unit in the Condominium shall constitute an irrevocable grant by the Unit Owner of a limited power of attorney to the Association, for the purpose of taking any necessary action with respect to the Unit Owner's tenants, including, without limitation, filing and prosecuting court actions for eviction, abatement of nuisances, injunctions, collection of claims for damages, and the like.

Condominium Declaration of Marshall-Cass Condominium

18.4 No Waiver. The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option set forth in this Declaration, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment by a Unit Owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by or at the direction of the Board of Directors or officer(s) of the Association expressly authorized by the Board to grant the specific waiver.

Article 19. AMENDMENTS TO THE DECLARATION

19.1 Amendment by Unit Owners. Except as otherwise set forth in this Declaration with respect to certain rights of the Declarant to amend this Declaration, and except as set forth elsewhere in this Article, this Declaration may be amended by the agreement of Unit Owners having at least two-thirds of the total number of votes in the Association, and in the manner provided by the Act, as amended. All Unit Owners of Units which are subject to a mortgage or other security interest shall first obtain the written consent of the holder of any first mortgage or equivalent security interest to the vote by said Unit Owner in favor of any Amendment, and shall provide written evidence of such consent to the Association in a form satisfactory to the Board. Such Amendment shall become effective when recorded in the Office of the Register of Deeds.

19.2 Declarant's Rights. This Declaration may be amended by the Declarant under the following circumstances and in the following manner:

19.2.1 So long as the Declarant is the only Unit Owner, the Declarant may amend this Declaration without the consent or approval of any party other than the Declarant's first mortgagee;

19.2.2 As long as the Declarant owns one or more Units or Subunits, no Amendment to this Declaration shall be adopted without the Declarant's prior written consent, evidenced by the Declarant's joining in the execution of said Amendment;

19.2.3 Notwithstanding any of the foregoing, and as long as the Declarant owns one or more Units or Subunits, if the Declarant determines that a typographical error, misnomer, inadvertent omission or any other error, not materially and adversely affecting any Unit Owner's rights, has been made in this Declaration, then the Declarant, without further authority, shall have the right to correct any such error by an appropriate Affidavit, Amendment or other instrument recorded in the Office of the Register of Deeds.

19.3 Amendments Requiring Super-Majority Consent. Certain kinds of Amendments to this Declaration are of a critical nature, and accordingly shall be subject to more stringent majority voting or consent requirement than those otherwise permitted by the Act or any other provision of this Article. The Amendments described in this Section shall require the consent of the Unit Owners owning Units to

Condominium Declaration of Marshall-Cass Condominium

which at least 85% of the votes in the Association appertain unless a different percentage is set forth in this Section as to any particular subject:

19.3.1 Any Amendment which changes:

- (i) The number of votes appurtenant to a Unit (EXCEPT that the votes appurtenant to a Unit may be divided if the Unit is subdivided in accordance with and in compliance with the terms of this Declaration, so long as the aggregate number of votes appurtenant to the original Unit is not changed as a result of the subdivision); or
- (ii) The proportionate representation of each original Unit on the Board of Directors (EXCEPT that if one of the existing Voting Units is entitled to be represented by two or more Directors and is subdivided into two Voting Units, then each such resulting Voting Unit may have the right to elect one or more of those Directors if the Unit Owners of the resulting Voting Units so agree) so long as the proportionate representation of the original Units remains the same.

19.3.2 Any Amendment which makes any substantial change (other than a minor correction) regarding Common Expenses and Assessments of a Subcondominium. Any such Amendment shall also require the consent of the Unit Owners of each Unit which is subject to a Subcondominium Declaration;

19.3.3 Any material Amendment concerning Common Expenses and Assessments;

19.3.4 Any Amendment which would:

- (i) result in a change in a Unit's undivided Percentage Interest of the Common Elements (EXCEPT that the Percentage Interest appurtenant to a Unit may be divided if the Unit is subdivided in accordance with and in compliance with the terms of this Declaration, so long as the total Percentage Interest appurtenant to the original Unit is not changed as a result of the subdivision); or
- (ii) convert any significant portion of a Unit of this Condominium into a Common Element or part of a Common Element of this Condominium, or incorporate any material portion of a Common Element of this Condominium into a Unit of this Condominium, EXCEPT as expressly permitted by the terms of this Declaration; or
- (iii) after the end of the period of Declarant control, affect in any way detrimental to the interests of the holder any rights granted in this Declaration to reallocate, subdivide or consolidate Parking Spaces;

EXCEPT for reallocations of Limited Common Elements when the reallocation is agreed to by all of the Unit Owners directly affected thereby;

19.3.5 Any Amendment which eliminates or substantially diminishes a Unit Owner's right to use the Common Elements or its right to the exclusive use of the Limited Common Elements which were appurtenant to said Unit Owner's Unit when the Owner acquired the Unit; EXCEPT that such use may be reasonably restricted pursuant to Rules and Regulations promulgated in accordance with the terms of this Declaration and of the Bylaws;

Condominium Declaration of Marshall-Cass Condominium

19.3.6 Any Amendment which would redefine, in any material respect, any boundary of any Unit (except where the Unit Owners of the Units directly affected thereby have expressly consented to said Amendment);

19.3.7 Any Amendment which would add real property to the Condominium;

19.3.8 Any Amendment which would further restrict the rights of Unit Owners or Subunit Owners to lease their Units or Subunits beyond the restrictions originally set forth in the Condominium Documents or in the Wisconsin Statutes, whichever is more restrictive in a given context; and

19.3.9 Any Amendment which would restrict a Unit Owner's or Subunit Owner's right to sell or transfer the Owner's Unit or Subunit; including, without limitation, the grant of a right of first refusal, an option to purchase or similar restriction; any Amendment described in this Paragraph shall require the unanimous consent of all Unit Owners.

19.4 Execution of Amendments. Any amendment to this Declaration may be executed: (i) if on behalf of the Declarant, by any authorized officer or member of the Declarant; or (ii) if on behalf of the Association, pursuant to the requirements regarding execution of documents on behalf of the Association, as set forth in the Bylaws.

19.5 Amendments and Corrections to the Condominium Documents. Each of the Condominium Documents may be amended only in accordance with the Act and the provisions of the Condominium Documents themselves. Notwithstanding any other provisions of this Declaration to the contrary, if any amendment is necessary in the judgment of the Declarant or the Board of Directors, as applicable, to cure any ambiguity or to correct or supplement any provisions of the Condominium Documents that are defective, missing or inconsistent with any other provisions thereof, then at any time the Declarant or the Board of Directors, as applicable, may execute (and record, if required) an appropriate corrective Amendment or other appropriate instrument without the approval of the Unit Owners or the holder of any liens on any Unit, Common Elements or any part of the Property. The prior written consent of the Declarant (evidenced by its joining in the execution of the document) shall be required if the Declarant is the Owner of any Unit or Subunit. Each Amendment of the type described in this Section shall be effective upon its proper execution on behalf of the Board and (if recording is required) its proper recording in the Office of the Register of Deeds.

Article 20. NOTICES

All notices and other documents required by this Declaration or the Bylaws to be given to any Unit Owner shall be sufficiently delivered if given to one Owner of the Unit, regardless of the number of Owners having an interest in the Unit. Notices and other documents required to be served upon the Declarant shall be given to the agent specified in this Declaration for receipt of process. Each Unit Owner shall provide the Secretary of the Association with an address for the mailing or service of any notice or other documents, and the Secretary's duty with respect to the giving of any notice shall be deemed to have been discharged by mailing or personally delivering the notice to the Unit Owner's address as filed with the Secretary.

Condominium Declaration of Marshall-Cass Condominium

Article 21. SUBDIVISION OF A UNIT TO FORM A SUBCONDOMINIUM

21.1 Unit and Subunit. For the purposes of this Article, the word "Unit" does not include "Subunit".

21.2 Units May Be Subjected to Subdeclaration. The Unit Owner of any Unit may create a Subcondominium within said Unit Owner's Unit by subjecting said Unit to a Subdeclaration, thereby subdividing said Unit Owner's Unit into two or more Subunits (Units of a Subcondominium). The creation or attempted creation of any such Subcondominium shall not be valid without the prior written approval of the Approving Authority, which shall be evidenced by the signature of the Approving Authority on the Subdeclaration. The Approving Authority for this purpose shall be the Declarant until such time as the Declarant no longer has any ownership interest in any Unit; and after said time, the Approving Authority shall be the Board of Directors. Upon giving its approval, the Approving Authority shall promptly give notice in writing of its approval to all other Unit Owners. Declaration of a Subcondominium shall not have the effect of removing the Subdivided Unit from the Condominium, and the Subdivided Unit shall remain for all purposes a Unit of this Condominium.

21.3 Subordination to Condominium Documents. All Subunits and Subcondominium Documents shall be and remain subject to and subordinate to the terms, conditions, provisions and restrictions of the Condominium Documents as the same may be amended, modified or promulgated pursuant to this Declaration and the Bylaws. Subunits shall also be subject to the restrictions, rules and regulations contained in the Subdeclaration, the Articles of Incorporation (the "Subarticles") of the Subassociation formed in connection with the Subcondominium, and the Bylaws, Rules and Regulations of the Subassociation (collectively called herein the "Subcondominium Documents").

21.4 Approval and Amendment of Subcondominium Documents. All of the Subcondominium Documents shall be subject to the prior written approval of the Approving Entity, in the same manner as the Subdeclaration. Any and all amendments, modifications, supplementations, rescissions, cancellations, terminations or promulgations of any of said Subcondominium Documents shall require the prior written approval of the Approving Entity, in the same manner as the Subdeclaration. Any proposed Subcondominium Documents may be presented to the Approving Authority by Certified or Registered U.S. Mail or equivalent method generating a receipt; and if the Approving Authority takes no action signifying written approval or written refusal of approval within 60 days after receiving such service, its approval shall be deemed given, finally and irrevocably.

21.5 Amendment of Condominium Documents; Effect. In the event any of the Condominium Documents are amended or any new Rules and Regulations are promulgated after the creation of a Subcondominium, the Subcondominium Documents shall be deemed amended to the extent that said Subcondominium Documents are inconsistent with the Condominium Documents, as amended.

21.6 Cooperation By Owners of Other Units Required. If the Approving Authority has approved a Subcondominium, then all Unit Owners of Units other than the Unit being subjected to the Subdeclaration shall join in the execution of such Subcondominium Documents, if necessary and to the extent necessary to create the Subcondominium and to accomplish the purposes of this Article. The Unit Owners of all other Units shall execute such other documents as may be reasonably necessary in

Condominium Declaration of Marshall-Cass Condominium

connection therewith, but that said documents shall not materially increase the financial responsibilities of said other Unit Owners in connection with this Condominium or the Subcondominium.

21.7 Common Expenses and Assessments of the Condominium and Subcondominium. That portion of the Common Expenses of the Condominium which is assessed against a Subdivided Unit shall be an obligation of the Subassociation of the Subcondominium formed within the Subdivided Unit, and shall be a part of the Common Expenses of the Subassociation. If any Common Expenses of the Condominium assessed against a Subdivided Unit pursuant to the terms of the Condominium Documents and/or Section 703.16 of the Act are not paid when due, then the Association shall have a lien, not only on the Subdivided Unit, but also on each Subunit in the Subcondominium, but only to the extent that the Owner of any such Subunit has failed to pay when due any such Common Expenses of the Association attributable to the Subunit owned by said Owner. Any lien on a Subunit in favor of the Association shall be superior to any lien on said Subunit arising in connection with expenses or assessments or any other sums due pursuant to any of the Subcondominium Documents, whether arising pursuant to Section 703.16 of the Act or otherwise. The Common Expenses of this Condominium assessed against any Subdivided Unit by the Association shall be deemed to have been assessed against each Subunit of the Subcondominium formed within the Subdivided Unit in a proportion equal to the product of (i) all of said Common Expenses assessed against the Subdivided Unit multiplied by (ii) the percentage interest of such Subunit in the Common Elements of the Subcondominium. This obligation shall not arise if said portion of the Common Expenses of the Association has been assessed against a Subunit by the Subassociation of the Subcondominium and paid by the Owner of said Subunit. The Association shall also have a lien on any and all funds and accounts of the Subassociation with respect to Common Expenses assessed against the Subdivided Unit by the Association.

21.8 Subassociation as Successor Unit Owner and Association Member. Upon the formation of any Subcondominium and its associated Subassociation, the Subassociation shall be deemed to be the successor Unit Owner of the Subdivided Unit. The Subassociation shall thereby become a member of the Association, in place of the former Unit Owner (the Declarant of the Subcondominium), and shall have all rights and obligations of a Unit Owner hereunder with respect to the Subdivided Unit, as set forth in the Bylaws of the Association. The Subassociation, as the Unit Owner of the Subdivided Unit, in a manner to be set forth in the Subcondominium Documents, shall elect one representative who shall be an Owner of a Subunit in that Subcondominium, and who shall be entitled to vote all of the votes allocated to the Unit Owner of the Subdivided Unit. The appropriate officer of the Subassociation shall file a certificate with the Secretary of the Association to that effect, as more particularly set forth in the Association's Bylaws.

21.9 Construction Liens or Mechanics' Liens. All work conducted within a Unit, including, without limitations, the "build-out" of a Unit, such as (without limitation) the construction of partition walls, the construction or installation of internal HVAC, electrical and plumbing systems within a Unit and any and all similar or related work, shall be deemed to have been done at the direction and for the benefit of said Unit and the Unit Owner of said Unit only, and all contractors, materialmen and others providing work and/or materials in connection therewith shall have a right only to claim a lien on said Unit and its appurtenant undivided interest in the Common Elements, and shall have no right whatsoever to claim a lien on the Condominium as a whole or any other Unit thereof.

21.10 Commercial Units: Declarant's Limited Right to Subdivide. The Declarant hereby reserves to itself, its successors or assigns, in its sole discretion, within a period of 10 years after the date of

Condominium Declaration of Marshall-Cass Condominium

recording of this Declaration, to subdivide either or both of the Commercial Units declared and described in this Declaration, without declaring a Subcondominium, so as to add to the Condominium one or more Commercial Units located within the boundaries of the Commercial Unit being subdivided. No additional land will be included in the condominium by such subdivision. In the event of such subdivision, the Declarant, its successors or assigns, shall be entitled to construct improvements within the original Property, and to subject those improvements to the Act and to the condominium form of ownership, so as to add the new Unit(s) to the condominium. All such newly constructed improvements shall be of design, construction, quality and appearance generally compatible in appearance and function with the original construction. Future Commercial Units shall be located within the boundaries of the original Commercial Units as shown on the Condominium Plat, but final location and configuration of the added improvements and units shall be at the sole discretion of the Declarant. Any new Commercial Units, their Owners and occupants, and any new Common Elements, when constructed, shall be in all respects subject to the provisions, restrictions, covenants, terms and conditions of the Act, this Declaration, and the Articles and Bylaws of the Association, and such amendments, restrictions, rules and regulations as may be promulgated thereunder.

21.11 Subdividing the Commercial Unit: Adjustment to Percentage Ownership in Common Elements and Voting Rights. As of the effective date of any subdivision of a Commercial Unit as set forth above, the Percentage Interest in the Common Elements appurtenant to any Commercial Unit being subdivided shall be divided between the resulting Commercial Units in a manner to be set forth in the Amendment to this Declaration which effectuates said subdivision. The votes allocated to the Commercial Unit being subdivided shall be reallocated among the Commercial Units resulting from the subdivision, so that the total number of votes in the Association shall not change.

21.12 Amendments to Declaration and Plat. In the event of any subdivision of a Commercial Unit as set forth herein, the Declarant shall proceed by recording in the Office of the Register of Deeds:

21.12.1. An Amendment to this Declaration which conforms to the requirements of the Act, and which shall set forth, among other things, the legal description of the property affected, and giving notice of the changes in percentage interests and voting rights of the Unit Owners; and

21.12.2. An Amendment to the Condominium Plat, conforming to the requirements of the Act, which shall include details and information concerning the changes made to the property shown in the original Condominium Plat.

21.13 Effectiveness; Approval by Other Unit Owners Not Required. Each Amendment concerning the matters set forth in this Article shall be effective as of the date of recording. Amendments to the Declaration and Plat may be made by the Declarant, its successors or assigns, in its own discretion and need not be approved or signed by any other Unit Owner or by the Association, or by any other person or entity. A copy of each such Amendment shall be mailed or delivered to each Unit Owner the same as with other Amendments to the Declaration or Plat, and a copy shall be mailed or delivered to the President or Secretary of the Association, to be kept with the Association's copies of the original Condominium Documents.

21.14 Existing Mortgages. Upon the effective date of any subdivision of a Commercial Unit under this Article, the interest of any mortgagee of a subdivided Unit shall attach to the new percentage interest in the Common Elements and Limited Common Elements appurtenant to the mortgaged Unit.

Condominium Declaration of Marshall-Cass Condominium

21.15 Easements for Access, Development, Construction and Use of Future Commercial Units.

The Declarant expressly declares, reserves and excepts access and development easements across and through the property subject to this Declaration, as necessary in connection with the subdivision, construction and use of the Commercial Units owned by the Declarant, its successors or assigns. Said easements shall be appurtenant to and for the benefit of each Commercial Unit. Those easements include, but are not limited to, easements for access and right-of-way across the property declared by this Declaration, for the benefit of the Commercial Units owned by the Declarant, its successors or assigns, and as may be necessary in connection with the development, construction, sale and use of the Commercial Units and the improvements constructed or to be constructed in or in connection with the same. Each Unit Owner, by the acceptance of any deed to any Unit under this Declaration, shall be deemed to grant to the Declarant, its successors or assigns, an irrevocable Power of Attorney, coupled with an interest, to execute and record all documents and legal instruments necessary to implement the provisions of this Section. The easements set forth in this Section shall be continuing covenants running with the land which is or may become subject to this Declaration, and shall become effective upon the first conveyance of all or any part of the condominium property by the Declarant, provided such conveyance is made properly and in conformance with the Act.

Article 22. RESIDENT AGENT

The Declarant's agent for service of process and notices with respect to the Condominium shall be Michelle Mangen, whose address is 1840 North Prospect Avenue, Suite 203, Milwaukee, Wisconsin 53202, who shall also serve as the initial Resident Agent for the Condominium until some other person or entity is designated as Resident Agent by the Board of Directors of the Association. A designation of a new Resident Agent in replacement of the initial Resident Agent shall be filed by the Association within 30 days after its Secretary receives notice from the Declarant, or has actual notice, that the Declarant has sold and conveyed all of the units in the Condominium, or at such earlier time as the initial Resident Agent may request in writing that a new Resident Agent be appointed. The Association may designate successors to the Resident Agent by affirmative majority vote of the Directors and by filing the required document(s) with the State of Wisconsin, Department of Financial Institutions or such successor agency as the State may designate for the purpose.

Article 23. MORTGAGEE RIGHTS

23.1 Notices. The holder, insurer or guarantor of the first mortgage or equivalent security interest, or the vendor in a land contract on any Unit in the Condominium, upon request given in writing to the Resident Agent, shall be entitled to receive notice from the Association as follows:

23.1.1 Written notice as to any default or delinquency in the performance by the Unit Owner-mortgagor, as to any obligation under the Condominium Documents, which default or delinquency is not cured within 30 days after written notice of said default or delinquency to the Unit Owner-mortgagor;

Condominium Declaration of Marshall-Cass Condominium

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

- (a) voting rights;
- (b) assessments, assessment liens, or the priority of assessment liens;
- (c) reserves for maintenance and repairs;
- (d) responsibility for maintenance and repairs;
- (e) reallocation of interests in the Common Elements or Limited Common Elements;
- (f) redefinition of any Unit boundaries;
- (g) expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the same;
- (h) insurance or fidelity bond;
- (i) restrictions on leasing of units;
- (j) imposition of any restriction on Unit Owners' right to sell or transfer units;
- (k) a decision by the Association to establish or discontinue self-management;
- (l) restoration or repair of any part of the Condominium after hazard damage or partial condemnation in a manner other than that specified in this Declaration;
- (m) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs;
- (n) any provisions set forth in this Declaration which expressly benefit mortgage holders, insurers or guarantors.

23.1.3 Written notice of any damage or destruction to the Common Elements or Limited Common Elements of the Condominium, the aggregate amount of which exceeds \$500,000.00, at such time as the damage or destruction is known to the Board of Directors.

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

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

23.2 Information Required from Mortgagee. In order to be entitled to receive the notices specified in this Article, a mortgagee must send a written request to the Secretary or Resident Agent of the Association, stating the name and address of the mortgagee, along with the Unit number or Unit address on which it has a mortgage, insurance policy or guaranty.

Condominium Declaration of Marshall-Cass Condominium

Article 24 DECLARANT; ASSIGNMENT

The Declarant of this Condominium is **Marshall-Cass, LLC**, a Wisconsin Limited Liability Company. The rights, powers, and obligations of the party named as "Declarant" may be assigned by a written, recorded amendment to any other party who assumes such rights, powers and obligations. Upon the recording of any such amendment, such assignee shall become "Declarant" under this Declaration and shall succeed to all such rights, powers, and obligations. Such amendment need be signed only by the assignor and assignee named therein.

Article 25. NUMBER AND GENDER

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

Article 26. CAPTIONS

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

Article 27. SEVERABILITY

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

END OF DECLARATION

IN WITNESS WHEREOF, the Declarant, **Marshall-Cass, LLC**, a Wisconsin Limited Liability Company, has caused this Declaration to be executed at Milwaukee, Wisconsin, on this 14 day of September, 2005.

Condominium Declaration of Marshall-Cass Condominium

Marshall-Cass, LLC, a Wisconsin Limited Liability Company, its sole member, New Land Enterprises, LLP, by both partners of New Land Enterprises, LLP:

Boris Gokhman

Vladimir Shuk

AUTHENTICATION

State of Wisconsin)
) ss.
 Ozaukee County)

Signatures of authenticated this 14th day of September, 2005.

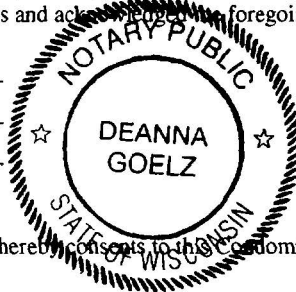
* _____
 Member, State Bar of Wisconsin

ACKNOWLEDGEMENT

State of Wisconsin)
) ss.
Milwaukee County)

Personally came before me this 14 day of September, 2005, the above-named Boris Gokhman and Vladimir Shuk, who properly identified themselves and acknowledged the foregoing.

* Deanna Goetz
 Notary Public, State of Wisconsin
 My commission expires 2/7/2010



M&I MARSHALL & ILSLEY Bank, Mortgagee, hereby consents to this Condominium as of Sep. 14th 2005.

M&I MARSHALL & ILSLEY BANK, by:

Sahar Amir
 * SAHAR AMIR
 Title: LOAN OFFICER

Condominium Declaration of Marshall-Cass Condominium

Drafted by Attorney Michael D. Corcoran
SBN 1018578

Corcoran & Wagner, LLP
10624 North Port Washington Road
Suite 105
Mequon, Wisconsin 53092

Condominium Declaration of Marshall-Cass Condominium

Exhibit A: List of Units and Addresses

Unit 1: The City Green Unit

Unit 1, the City Green Unit, shall have a street address of 1111 North Marshall Street, Milwaukee, Wisconsin 53202.

Unit 2: The Cass Towers Unit

Unit 2, the Cass Towers Unit, shall have two street addresses: 1100 North Cass Street for the Cass North Building and 1040 North Cass Street for the Cass South Building, both in Milwaukee, Wisconsin 53202.

Unit 3: The Public Parking Unit

Unit 3, the Public Parking Unit, shall have no street address.

Unit 4: The Cass North Commercial Unit

Unit 4, the Cass North Commercial Unit, shall have a street address of 1080 North Cass Street, Milwaukee, Wisconsin 53202. Future Commercial Units, if any, shall be designated by letters and/or numbers and may have additional street addresses, which shall be specified in the Amendments creating them.

Unit 5: The Cass South Commercial Unit

Unit 5, the Cass South Commercial Unit, shall have a street address of 1020 North Cass Street, Milwaukee, Wisconsin 53202. Future Commercial Units, if any, shall be designated by letters and/or numbers and may have additional street addresses, which shall be specified in the Amendments creating them.

Unit 6: The Marshall Rooftop Unit

Unit 6, the Marshall Rooftop Unit, shall have no street address.

Condominium Declaration of Marshall-Cass Condominium

Exhibit B

Legal Description of the Condominium Property

Parcels 2 and 3, Certified Survey Map No. 5935 recorded January 12, 1994 in Reel 3201, Image 1784 to 1787 inclusive, as Document Number 6886735, being a division of part of Lots 5, 3, 12, 18 and all of Lots 4, 13, 14, 15, 16 and 17 in Block 93, in the Plat of Lot No. 1, in the Northeast 1/4 of the Northwest 1/4 of Section 28, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

EXHIBIT C

CONDOMINIUM PLAT OF SURVEY MARSHALL-CASS CONDOMINIUM CITY OF MILWAUKEE, MILWAUKEE COUNTY, WI.

ADDRESSES: 1111 NORTH MARSHALL STREET
MILWAUKEE, WI.

EXTERIOR

LEGAL DESCRIPTION:

PARCEL 1:
Parcel Two (2) and Parcel Three (3) of Certified Survey Map No. 5935, being a Division of part of Lots Five (5), Three (3), Twelve (12), Eighteen (18) and all of Lots Four (4), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16) and Seventeen (17) in Block Ninety-three (93), in the Plat of Lot (One) 1, in the Northeast One-quarter (1/4) of the Northwest One-quarter (93), in the Plat of Lot (One) 1, in the Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, Milwaukee County, Wisconsin, recorded in the Office of the Register of Deeds for Milwaukee County on January 12, 1994, Reel 3201, Image 1784 to 1787 inclusive as Document No. 8886735. (Containing 52,456 Square Feet of land)(1.2042 Acres)

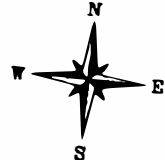
CERTIFICATE OF SURVEYOR: I, John R. Stigler, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium Plat of Survey for the MARSHALL-CASS CONDOMINIUM, 1111 NORTH MARSHALL STREET a correct representation of the condominium described in the Declaration. The identification and location of each unit and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.

John R. Stigler
JOHN R. STIGLER - Wis. Reg. No. 1820
Dated this 15th day of September, 2005

STATE OF WISCONSIN
COUNTY OF WAUKESHA ss

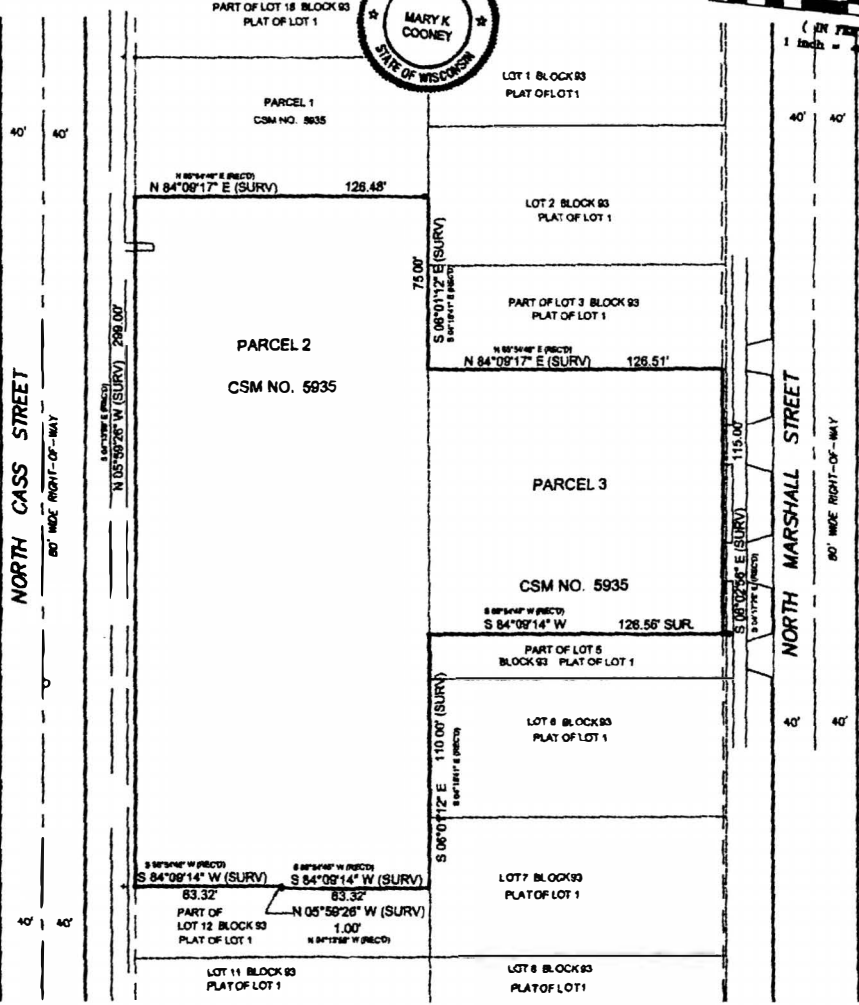
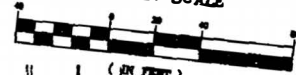
The above certificate subscribed and sworn to before me on the 15th day of September, 2005
MARY K. COONEY - NOTARY PUBLIC
My commission expires June 28, 2009

PART OF LOT 15 BLOCK 93
PLAT OF LOT 1



SCALE 1" = 40'

GRAPHIC SCALE



NOTE:

The Limited Common Elements consist of the garages, outside deck, walks, adjacent and appurtenant to each unit to which it has access by a door from the unit and the driveway immediately adjacent and appurtenant to the garage door to each unit.

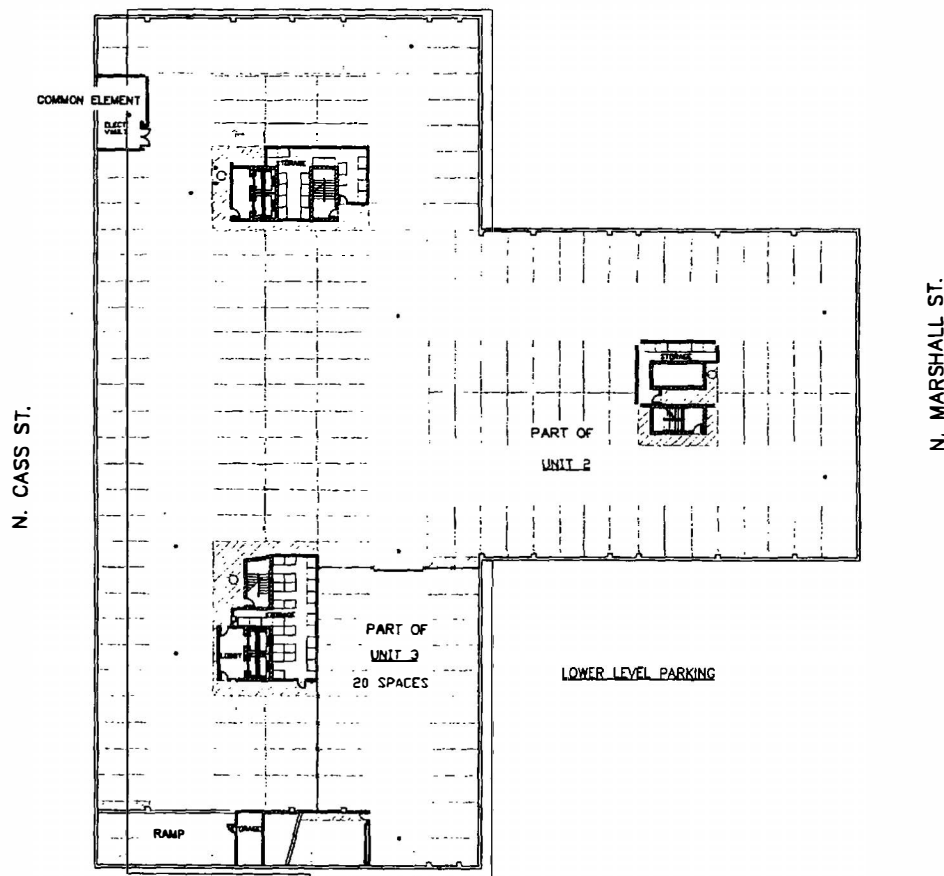
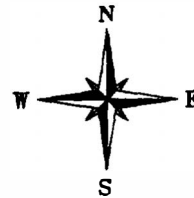
REFERENCE BEARING: Bearings are referenced to Grid North and the Wisconsin State Plane Coordinate System, South Zone. The R22E was used as the reference bearing and has a bearing of N 89°07'28" E

NOTE: The location and size of the underground structures and utilities shown hereon have been located to a reasonable degree of accuracy, but the Engineer does not guarantee their exact location or the location of others not shown. Contact Diggers Hotline, Inc.

INSTRUMENT DRAFTED BY John R. Stigler

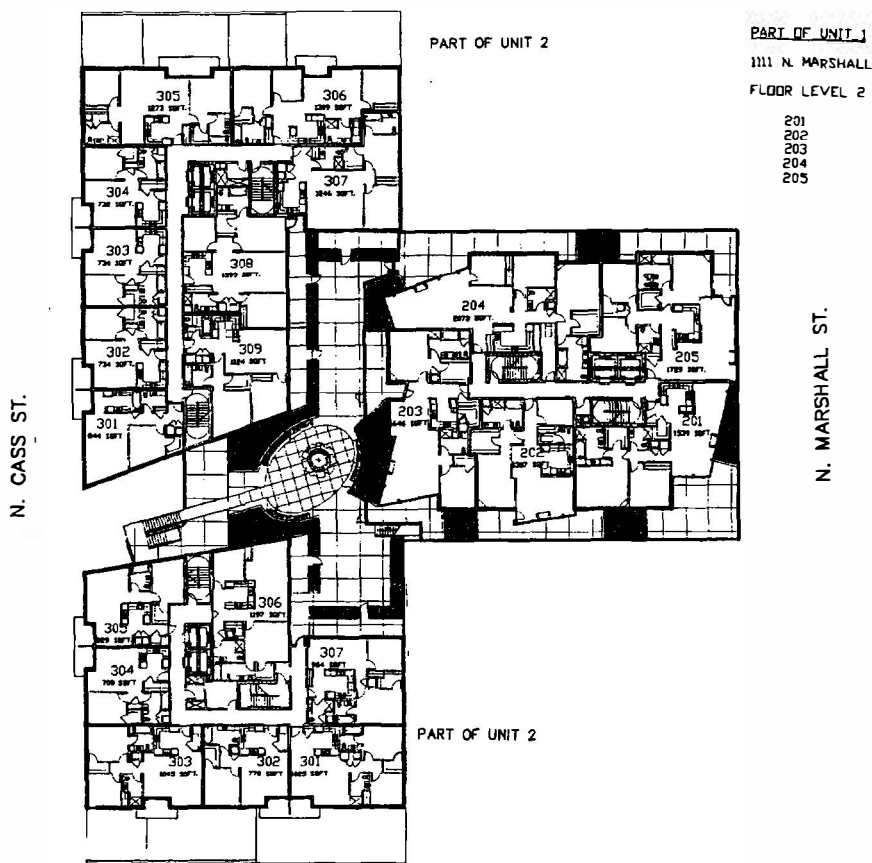
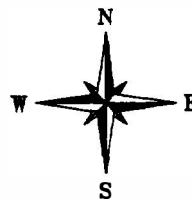
File No. MILWAUKEE 657-CONDO
PAGE 1 OF 9 PAGES

LOWER LEVEL PARKING PLAN
MARSHALL-CASS CONDOMINIUM
CITY OF MILWAUKEE, MILWAUKEE COUNTY, WI.



File No. MILWAUKEE 657-CONDO
PAGE 3 OF 9 P S

PART OF UNITS 1 & 2 FLOOR PLANS
MARSHALL-CASS CONDOMINIUM
CITY OF MILWAUKEE, MILWAUKEE COUNTY, WI.



PART OF UNIT 2

1040 N. CASS 1100 N. CASS
FLOOR LEVEL 3 FLOOR LEVEL 3

- | | |
|-----|-----|
| 301 | 301 |
| 302 | 302 |
| 303 | 303 |
| 304 | 304 |
| 305 | 305 |
| 306 | 306 |
| 307 | 307 |
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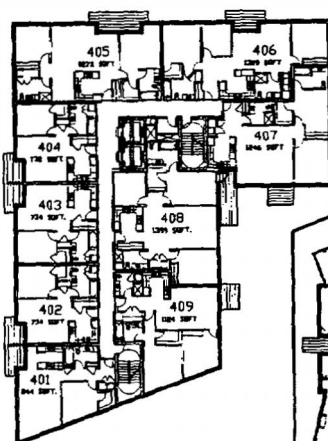
File No. MILWAUKEE 657-CONDO
PAGE 6 OF 9 PAGES

VP: JAMES J. JAMES, VLS: JAMES J. JAMES, VLS: JAMES J. JAMES

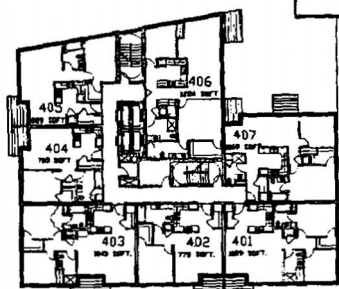
PART OF UNITS 1 & 2 FLOOR PLANS
MARSHALL-CASS CONDOMINIUM
CITY OF MILWAUKEE, MILWAUKEE COUNTY, WI.



PART OF UNIT 2



N. CASS ST.



PART OF UNIT 2

PART OF UNIT 2

1040 N. CASS

FLOOR LEVELS 4-9

401	701
402	702
403	703
404	704
405	705
406	706
407	707
501	801
502	802
503	803
504	804
505	805
506	806
507	807
601	901
602	902
603	903
604	904
605	905
606	906
607	907

1100 N. CASS

FLOOR LEVELS 4-7

401	505
402	506
403	507
404	508
405	509
406	601
407	602
408	603
409	604
501	605
502	606
503	607
504	608
	609
	701
	702
	703
	704
	705
	706
	707
	708
	709

PART OF UNIT 1

1111 N. MARSHALL

FLOOR LEVELS 3-9

301	601
302	602
303	604
304	605
305	701
401	702
402	703
403	704
404	705
405	801
501	802
502	803
503	804
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505	901
	902
	903
	904
	905

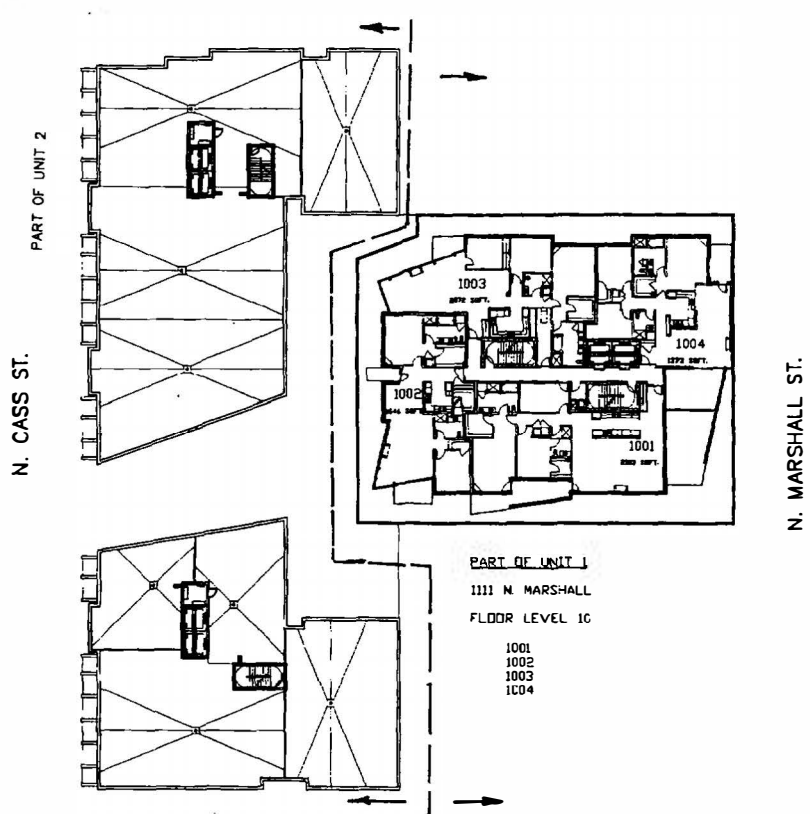
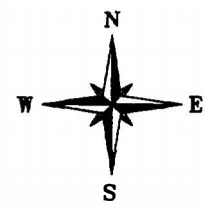
N. MARSHALL ST.

File No. MILWAUKEE 657-CONDO

PAGE 7 OF 9 PAGES

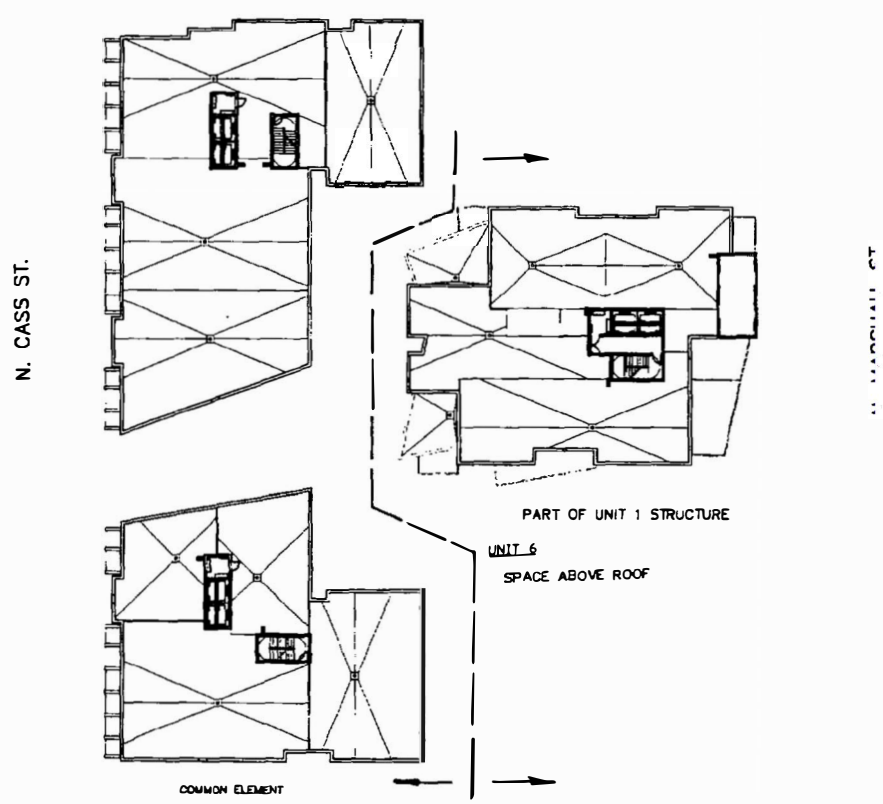
52

PART OF UNIT 1 FLOOR PLAN
MARSHALL-CASS CONDOMINIUM
CITY OF MILWAUKEE, MILWAUKEE COUNTY, WI.



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UNIT 6 ROOF LEVEL PLAN
MARSHALL-CASS CONDOMINIUM
CITY OF MILWAUKEE, MILWAUKEE COUNTY, WI.



54