

DECLARATION of CONDOMINIUM

OF

MARINA CLIFF - PHASE I

This Declaration is made under the Wisconsin Uniform Ownership Act, Chapter 703, Wisconsin Statutes, by Unicore Development Corp., a corporation organized under the laws of the State of Delaware, hereafter referred to as Declarant.

1. PURPOSE. The purpose of this Declaration is to submit the land and improvements described below to Condominium ownership in use in the manner provided by the Wisconsin Unit Ownership Act. Unicore Development Corp., a Delaware corporation, the Declarant, has duly authorized Gerald Stein and James F. Janz to execute this Declaration on behalf of the Declarant.

2. DESCRIPTION of LAND. The land and the improvements thereon subject to this Declaration are owned by the Declarant in fee simple and are more fully described on Exhibit "A" to this Declaration.

3. DESCRIPTION of BUILDINGS and UNITS. The buildings and improvements which are located on the land contain 80 units. A plat of survey of the land showing the location of each building is attached to this Declaration as Exhibit "B". A set of floor plans of each building showing the layout, location, unit numbers, dimensions of the units, stating the name of building, and bearing the verified statement certifying that it is an accurate copy of portions of plans of each building as filed with and approved by the City of South Milwaukee is attached as Exhibit "C". Each building has two stories and a basement and is constructed principally of frame and brick.

Buildings numbered 1, 2, 3, and 4 each contain 10 units, with each unit containing three (3) bedrooms, kitchen, dining area, living room, one and one-half bathrooms and a full basement, approximating 1,150 sq. ft. of living space (not including basement area). Buildings numbered 5, 6, 7, and 8 each contain 10 units, with each unit containing two (2) bedrooms, kitchen, living room, and one and one-half bathrooms, and a full basement, approximating 1,050 sq. ft. of living space (not including basement area). Each unit in the entire condominium contains a garbage disposal unit, water heater, and furnace.

4. INTERPRETATION of PLANS. In interpreting the survey or floor plans or any deed or any other instrument affecting a building or unit, the boundaries of the buildings or unit constructed or reconstructed in substantial accordance with the survey and floor plans shall be conclusively presumed to be the actual boundaries rather than the description expressed in the survey or floor plans, regardless of settling or lateral movement of the buildings and regardless of minor variations between boundaries shown on the survey and floor plans and those of the buildings or unit as located and erected.

5. BOUNDARIES of UNITS. The boundaries of each unit are as follows.

A. For the units in buildings 1, 2, 3, and 4:

1. The upper boundary is the horizontal plane of the top side of the material

constituting the ceiling.

2. The lower boundary of areas immediately above the basement is the horizontal plane of the lower surface of the slab constituting the basement floor; the lower boundary of areas immediately above the entrance "porch" and covered parking area is the horizontal plane of the lower surface of the material constituting the roof;
 3. The vertical boundary is the exterior plane of the perimeter walls of the unit, including all glass in the windows and all doors and frames for the windows and doors;
 4. In those units containing an atrium on the second floor serving on the unit being bounded, such boundaries shall be deemed to include such area. The exterior plane of the interior vertical walls of the atrium shall be included in the unit. The entire floor of the atrium and the glass entranceway to the atrium shall also be part of the unit.
- B. For the units in buildings 5, 6, 7, and 8:
1. The upper boundary is the horizontal plane of the top side of the material constituting the ceiling;
 2. The lower boundary is the horizontal plane of the lower surface of the slab constituting the basement floor;
 3. The vertical boundary is the exterior plane of the perimeter walls of the unit, including all glass in the windows and all doors and frames for the windows and doors.
- C. All items referred to as boundaries are included in the unit.

6. NUMBER, LOCATION, and DESCRIPTION of UNITS. The unit number of each unit, its location, approximate area, number of rooms, and limited Common Area to which it has access are shown on the floor plans and survey attached to this Declaration as Exhibits "B" and "C."

7. COMMON and LIMITED COMMON AREAS. The common areas shall include all portions of the Condominium property not included in the unit and which includes all matters designated in Section 703.02 (6) of the Unit Ownership Act of the Wisconsin Statutes where applicable. Common areas shall also include all conduits, pipes, ducts, plumbing, wiring, and other facilities for the furnishing of utility service to units and common areas and every portion of a unit which contributes to the support of the buildings and all machinery, ducts, pipes, pumps, sump pumps, and other equipment which service the units in common.

8. PERCENTAGE INTEREST in COMMON AREAS. Each unit in buildings 1, 2, 3, and 4 and the respective owner of said unit shall have an undivided percentage interest in the amount of 1.3046% of said common areas and facilities.

Each unit in buildings 5, 6, 7, and 8 and the respective owners of said unit shall have an undivided percentage interest in the amount of 1.1955% of said common areas and facilities. This percentage interest is appurtenant to the unit, and is not subject to partition as long as this Declaration is in effect.

9. RESTRICTION on USE. The buildings and each of the units are intended for residential use only and are restricted to that use.

10. AGENT for SERVICE of PROCESS. Service of process, pursuant to Section 703.11 (8) of the Wisconsin Unit Ownership Act, shall be made upon James F. Janz, 105 W. Michigan Street, Milwaukee, Wisconsin, until the Association of Unit Owners hereinafter provided for shall designate another such agent by a majority vote of the unit owners.

11. DAMAGE or DESTRUCTION. Reconstruction or repair in the event of fire, casualty, or disaster shall be in accordance with the following:

- A. In the event of fire, casualty, or any other disaster, the insurance proceeds, if sufficient to reconstruct or repair the building and other improvements shall be applied to such reconstruction or repair. Reconstruction or repair as used herein shall mean restoring the building and other improvements to substantially the same condition in which they existed prior to the fire, casualty, or other disaster. Such reconstruction or repair shall be accomplished by the Board of Directors of the Association unless the damage is confined to a single unit and in that event, said unit owner shall accomplish said repair (and shall be entitled to insurance proceeds relating thereto.)
- B. If the insurance proceeds are insufficient to reconstruct or repair the building and other improvements, but are equal to at least ninety percent (90%) of the estimated cost of said reconstruction and repair, then they shall be reconstructed or repaired by the Board of Directors of the Association using the insurance proceeds, and the owners shall be assessed for the deficiency.
- C. If the insurance proceeds are less than ninety percent (90%) of the cost to reconstruct or repair the building and other improvements, then the determination as to whether or not to reconstruct or repair the same shall be made by a vote taken of the members of the Association within ninety (90) days from the date of the fire, casualty, or disaster. An affirmative vote of at least seventy-five percent (75%) of a quorum of members eligible to vote shall be required in order to reconstruct or repair the buildings, and such decision shall also provide that the members shall be assessed for the for the deficiency. If the required number of members do not vote in favor of reconstruction or repair within said ninety (90) day period, then the provisions of Section 703.26 of the Wisconsin Statutes shall apply.
- D. Notwithstanding all of the foregoing, in the event seventy-five (75%) or more of any one building or buildings is destroyed, then the determination as to whether or not to reconstruct or repair the same shall be made by a vote taken of the members of the Association within ninety (90) days from the date of the fire, casualty, or disaster. An affirmative vote of at least seventy-five percent (75%) of a quorum of members eligible to vote shall be required in order to reconstruct or repair the same. If the required number of members do not vote in favor of reconstruction or repair within said ninety (90) day period, then the provisions of Section 703.26 of the Wisconsin Statutes shall apply.

12. INSURANCE. The Board of Directors of the Association shall obtain and maintain liability, fire, and extended loss insurance coverage with proper loss payable clauses to each unit lender for the property in the amount of the replacement value thereof or the full insurable value in the event that the value is less than the replacement value. Insurance coverage shall be adjusted

as the replacement value or full insurable value of the property varies. The insurance coverage shall be written on the property in the name of the Board of Directors as Trustee for each of the unit owners in the percentage established in this Declaration. Premiums shall be common expenses. In the event of damage or destruction of property or any portion thereof, if repair or reconstruction is required in accordance with the provisions of this paragraph, the proceeds of insurance shall be applied to the cost of such repair or reconstruction. If there is to be no repair or reconstruction because of the vote as provided in paragraph 11 above, the proceeds of the insurance shall be paid to the unit owners of destroyed units only and any person holding a lien against such unit owners as their respective interests may appear. Provision for this insurance is without prejudice to the right of each unit owner to insure his own unit for his benefit.

13. ENCROACHMENT. In the event any unit shall encroach upon any common areas or limited common areas for any reason not caused by the purposeful or negligent act of the unit owner or owners, or agents of such owner or owners, then an easement appurtenant to such unit shall exist for the continuance of such encroachment upon the common areas or limited common area for so long as such encroachment shall naturally exist; and, in the event that any portion of the common areas or limited common areas shall encroach upon any unit, then an easement shall exist for the continuance of such encroachment of the common area or limited common area into any unit for so long as such encroachment shall naturally exist.

14. ASSOCIATION of UNIT OWNERS. The administration of the condominium property described in paragraphs 2 and 3 of this Declaration shall be governed by an incorporated Association in accordance with the By-Laws, as set forth in Sections 703.18 and 703.19 of the Wisconsin Unit Ownership Act. The Board of Directors shall consist of seven (7) unit owners.

The name of the unit ownership association shall be Marina Cliff - Phase I. Membership of the Association shall consist of the record owners of the units who shall have one (1) vote for each unit owned by them.

15. MANAGEMENT BEFORE SALE. Pending the initial sale of all units in Marina Cliff - Phase I, the management and administration of the condominium property shall be vested in the Declarant who shall have the right during such time to appoint the members of the Board of Directors to the Association. The Declarant shall also have the right to adopt By-Laws, to amend the same, to provide for the maintenance, repair, and replacement of common areas, to collect from the unit owners their share of the common expense, to provide and adopt a budget, to adopt or amend administrative rules for governing the details of the operation and the use of the common areas and limited common areas, to provide insurance protection against loss or damage to the condominium, including all units, common areas, and limited common areas, and to provide public liability insurance, and to insure against other hazards as are usual and customary in the operation of a condominium, and shall have such other powers as deemed necessary for the administration of the property consistent with the Wisconsin Unit Ownership Act. If more than one person or entity owns a unit and the owners of said unit cannot agree among themselves as to how to cast any given vote, then said unit shall have no vote on the issue in conflict.

16. MAINTENANCE. The Association shall conduct all work of maintenance, repair, and replacement of Common Areas and facilities and the making of any additions or improvements thereto.

17. ACCESS to UNITS. The Association shall have the right, to be exercised by the Board of Directors, to have access to each unit during reasonable hours for the maintenance, repair, or replacement of any Common Areas and facilities accessible from such areas or for making emergency repairs necessary to prevent damage to the Common Areas or facilities or to another unit.

18. COMMON EXPENSES. The common expenses shall be charged to the unit owners according to the percentage of undivided interest of each in the Common Areas of such facilities. The Association may levy assessments from time to time for the purpose of maintaining a fund from which common expenses may be paid, and such assessment shall be levied in the same percentage that common expenses are to be charged.

19. AMENDMENT. This Declaration may be amended by an affirmative vote of not less than 2/3 of all votes entitled to be cast by unit owners at a meeting called for that purpose provided, however, that so long as the Declarant is the owner of any unit, which has not initially been sold, no amendment shall be effective without the consent of the Declarant. No Amendment shall change any unit's proportionate share of the common elements, common expenses, or the voting rights unless all owners of the condominium units shall approve thereof by a one hundred per cent (100%) vote, nor shall any Amendment change the rights of the Developer as contained in this Declaration.

20. REVOCATION. This Declaration may be revoked and the property removed under the Provisions of Chapter 703 of the Wisconsin Statutes by an instrument executed by all of the unit owners and duly recorded, provided that the holders of all liens affecting any of the units consent thereto.

21. NO EXEMPTION by WAIVER. No unit owner may exempt himself from liability from his contribution towards the common expenses by waiver of the use or enjoyment of the Common Areas and facilities or by abandonment of his unit.

22. LIABILITY on CONVEYANCE. In the event of a voluntary conveyance of a unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee. The grantee shall be entitled to a statement from the Board of Directors setting forth the amount of unpaid assessments against the grantor and the grantee shall not be liable for nor shall the unit conveyed be subject to a lien for any unpaid assessment against the grantor in excess of the amount set forth in such statement.

fax 354-7962

REFL 689INAG 1351

CERTIFIED SURVEY MAP NO. 1954

1 OF
13

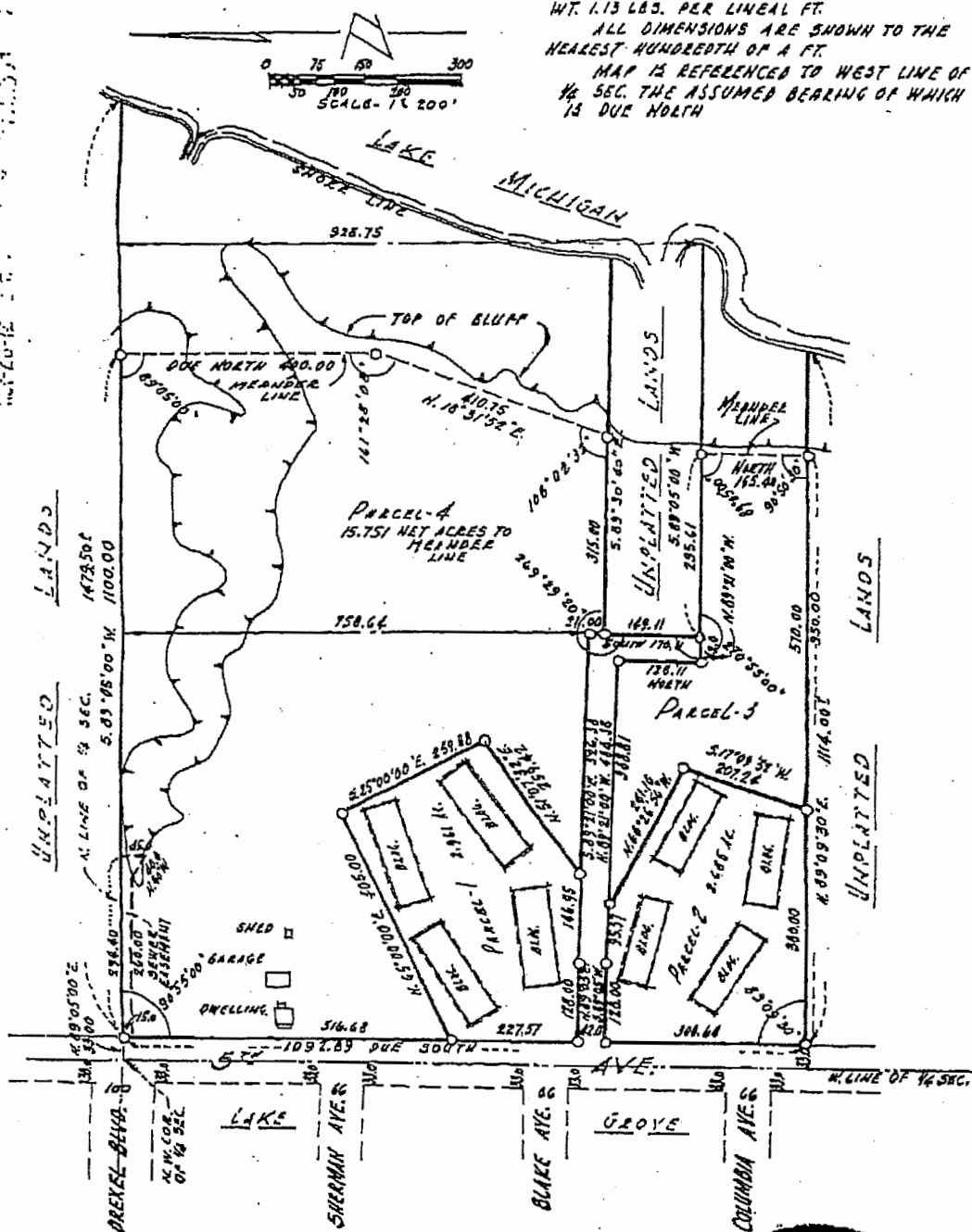
BEING A PART OF THE NW 1/4 OF SECTION 13, T 5 N, R 22 E, IN THE CITY OF SOUTH MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

NOTE:

○ INDICATES 1" IRON PIPE 24" IN LENGTH
WT. 1.13 LBS. PER LINEAL FT.

ALL DIMENSIONS ARE SHOWN TO THE NEAREST HUNDREDTH OF A FT.

MAP IS REFERENCED TO WEST LINE OF
1/4 SEC. THE ASSUMED BEARING OF WHICH
IS DUE NORTH



NATIONAL SURVEY SERVICE, INC.
CIVIL ENGINEERS AND SURVEYORS
3470 N. 127TH ST. (414) 781-3010
BROOKFIELD, WISCONSIN 53003



CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NW 1/4 OF SECTION 13, T 5 N, R 22 E, IN THE CITY OF SOUTH MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

SURVEYOR'S AFFIDAVIT
STATE OF WISCONSIN

:SS
MILWAUKEE COUNTY [

I, KENNETH E BERKE, a registered Wisconsin Land Surveyor, do hereby certify that I have surveyed, divided and mapped a part of the NW 1/4 of Section 13, T 5 N, R 22 E, in the City of South Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the Northwest corner of said 1/4 Section; thence North 89° 05' 00" East along the North line of said 1/4 Section 33.00 ft. to a point on the East line of Fifth Avenue, said point being the point of beginning of the land herein to be described; thence due South along the East line of Fifth Avenue 1092.89 ft to a point; thence North 89° 03' 30" East 950.00 ft. to a point on a meander line; thence due North along said meander line 165.40 ft. to a point, which point lies 928.78 ft. South of the North line of said 1/4 Section; thence South 89° 05' 00" West and parallel to the North line of said 1/4 Section 295.61 ft. to a point which is 687.42 ft. East of the West line of said 1/4 Section and 928.78 ft. South of the North line of said 1/4 Section; thence due North and parallel with the West line of said 1/4 Section 149.11 ft. to a point; thence South 89° 30' 40" East 315.00 ft. to a point on a meander line; thence North 18° 31' 52" East along said meander line 410.75 ft. to a point; thence due North along said meander line 400.00 ft. to the point of intersection of said meander line with the North line of said 1/4 Section; thence South 89° 05' 00" West along the said North line of said 1/4 Section 1109.00 ft. to the point of beginning. (Including those lands lying between the meander line and the high water mark of Lake Michigan.) Excepting therefrom that portion conveyed to the City of South Milwaukee for street purposes.

THAT I have made such survey, land division and map by the direction of UNICARE DEVELOPMENT CORP., owner of said land.

THAT such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

THAT I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes in surveying, dividing and mapping the same.

9/5/72
Date

Kenneth E. Berke [SEAL]
Kenneth E. Berke, Registered Wisconsin
Land Surveyor S 107

CORPORATE OWNER'S CERTIFICATE

UNICARE DEVELOPMENT CORP., a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said Corporation caused the land described on this map to be surveyed, divided and mapped as represented on this map.

IN WITNESS WHEREOF, the said UNICARE DEVELOPMENT CORP., has caused these presents to be signed by S. DANIEL TISHBERG, its Vice President and countersigned by JAMES F. JANZ, its Secretary at Milwaukee, Wisconsin, this
5th day of September, 1972.

4722391

REGISTER'S OFFICE
Milwaukee County, Wis.
RECORDED AT 10 33 AM

ON NOV 20 1972
Recd 6891352
1353
Snel

BEING A PART OF THE NW 1/4 OF SECTION 13, T 5 N, R 22 E, IN THE CITY OF SOUTH MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

In The Presence of:

UNICARE DEVELOPMENT CORP

Robert F. Knuth

S. Daniel Tishberg
S. Daniel Tishberg, Vice President

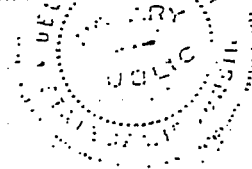
Robert F. Knuth

COUNTERSIGNED:

James F. Janz
James F. Janz, Secretary

STATE OF WISCONSIN]
MILWAUKEE COUNTY [

PERSONALLY came before me this 5 day of September, 1972 S. DANIEL TISHBERG, Vice President and JAMES F JANZ, Secretary of the above named Corporation to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Secretary of said Corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

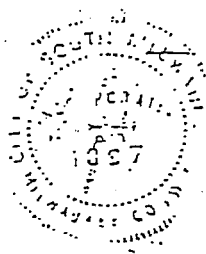


Robert F. Knuth [SEAL]

Notary Public, State of Wisconsin
My Commission Expires 11-25-73
~~My Commission is Permanent~~

COMMON COUNCIL APPROVAL

APPROVED by the Common Council of the City of South Milwaukee, in accordance with the Resolution approved on OCTOBER 5, 1972



Louis J. Masakowski
Louis J. Masakowski, City Clerk of the City of South Milwaukee

Chester Grobschmidt
Chester Grobschmidt, Mayor of the City

CERTIFICATE NO. 173334

STATE OF WISCONSIN
MILWAUKEE COUNTY

SS.

OFFICE OF
REGISTER OF DEEDS



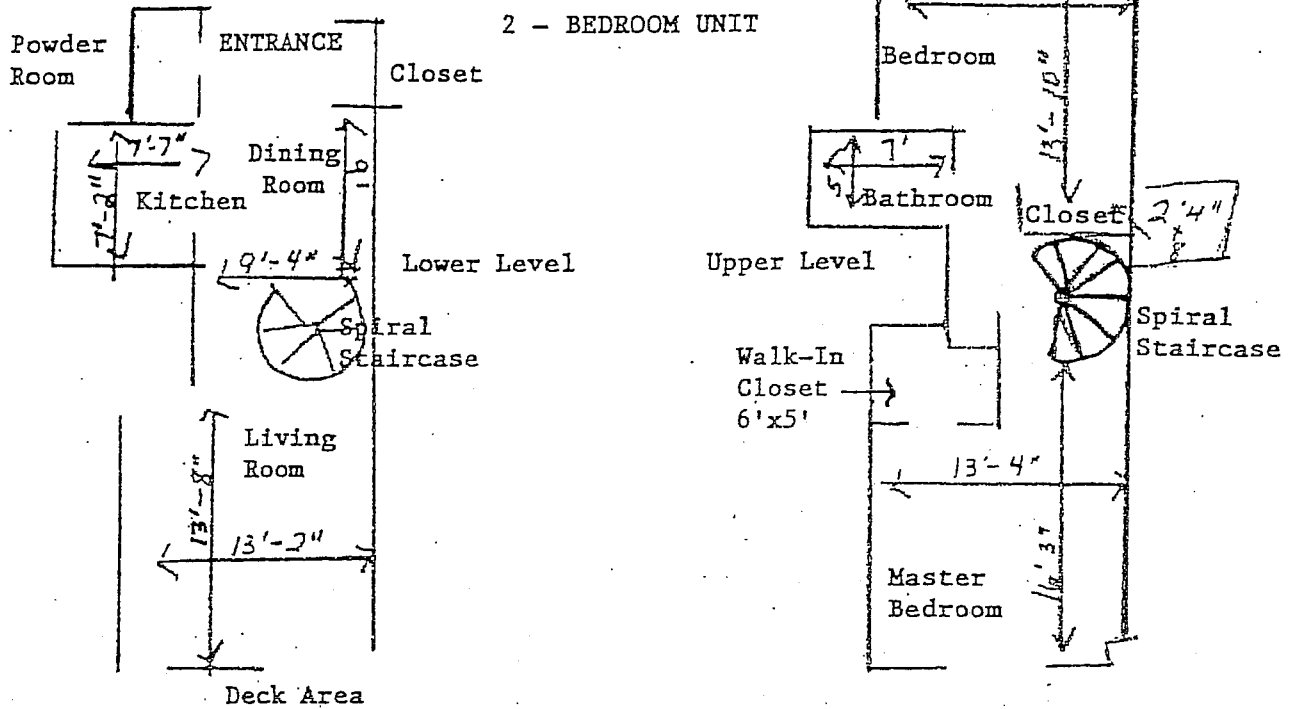
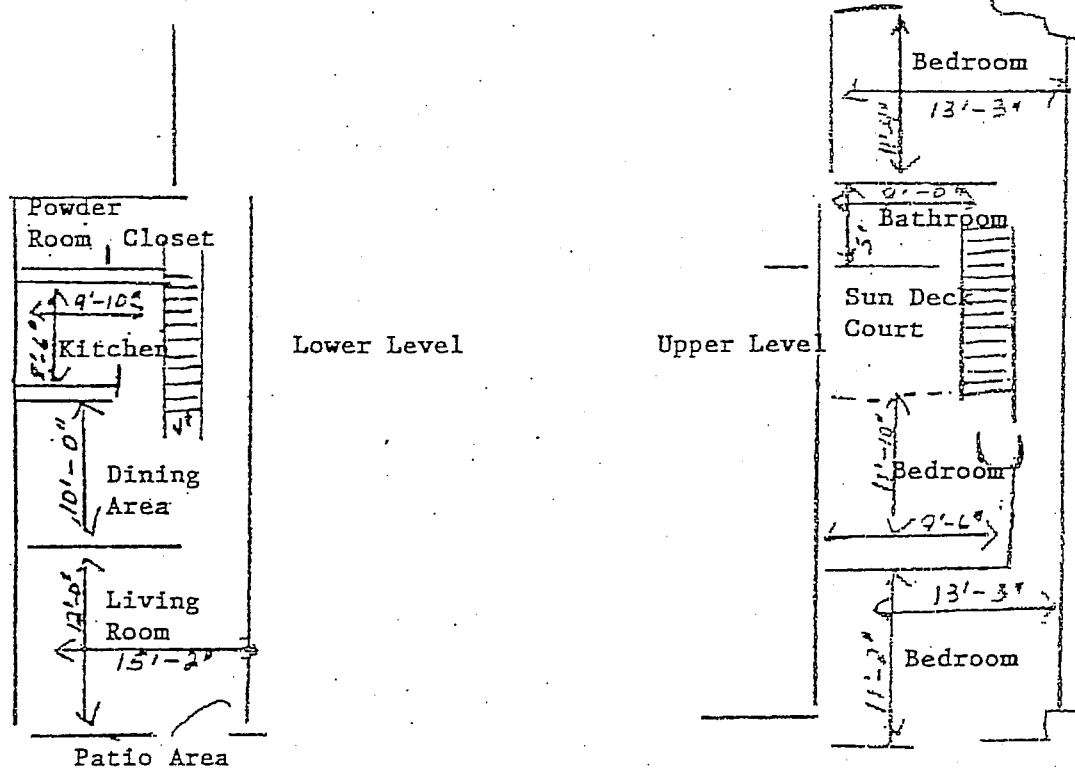
I, the undersigned,
Register of Deeds of
Milwaukee County,
hereby certify that
this document is a
true and correct copy
of the original on
file or record in
this office.

Witness my hand and
official seal this

AUG - 5 1993

Walter R. Barczak
Walter R. Barczak

-TOWN HOUSE FLOOR PLANS-*

**3 - BEDROOM UNIT**

* Both the 2- & 3-bedroom Units have either a finished or unfinished basement that includes a utility area.

ASSIGNED PARKING SPACES to Include Visitor Parking

NOTE: ASSIGNED PARKING SPACES
ARE LIMITED COMMON AREAS &
ARE LIMITED TO THE RESPECTIVE
BUILDING & UNIT NUMBER ON EACH
PARKING SPACE

