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DECLARATION OF CONDOMINIUM FOR
THE FORENSIC SCIENCE AND
PROTECTIVE MEDICINE
COLLABORATION CONDOMINIUM

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See EXHIBIT A
Parcel Identification Number

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**DECLARATION OF CONDOMINIUM FOR THE
FORENSIC SCIENCE AND PROTECTIVE MEDICINE COLLABORATION
CONDOMINIUM**

THIS DECLARATION OF CONDOMINIUM FOR THE FORENSIC SCIENCE AND PROTECTIVE MEDICINE COLLABORATION CONDOMINIUM (this "Declaration") is made and entered into as of this 29th day of February, 2024, by and between the STATE OF WISCONSIN, acting through the State of Wisconsin Department of Administration ("State"), and MILWAUKEE COUNTY, a Wisconsin municipal corporation ("County") (State and County are, collectively, the "Declarant"), pursuant to the provisions of Chapter 703 of the Wisconsin Statutes, commonly known as the Condominium Ownership Act, as the same may be amended, renumbered or renamed, from time to time (the "Act"). State and County, as co-tenants, have a leasehold interest in the Land (defined below) located in the City of Wauwatosa, Milwaukee County, Wisconsin, more particularly described in Exhibit A attached hereto and made a part hereof by this reference, pursuant to the Ground Lease (defined below). Declarant hereby submits Declarant's leasehold interest in the Property (as defined below) to the Condominium form of ownership as provided in the Wisconsin Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to Declarant, its successors and assigns, and to all parties, now, and hereafter having any interest in the leasehold interest of Declarant in the Property. The Property and all the improvements now or subsequently placed thereon and all appurtenant rights shall be known and described as the Forensic Science and Protective Medicine Collaboration Condominium.

**ARTICLE I
DEFINITIONS**

Capitalized terms which are not identified in this Article I shall have the meanings attributable to such terms in the body of this Declaration.

1.1 Association. The Association means the Forensic Science and Protective Medicine Collaboration Condominium Owners Association, Inc., having as its members the Unit Owners. The Association shall be incorporated as a non-stock, nonprofit corporation under the laws of the State of Wisconsin. Declarant intends to form the Association within a reasonable period of time after the date hereof, and at such time each Unit Owner shall be entitled and required to be a member of the Association. The Association shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the Common Elements, exclusive of Limited Common Elements under the control of an individual Unit Owner. Each Unit Owner shall have the right to delegate to a lessee of the Unit owned by such Unit Owner its rights as a member of the Association.

1.2 Board of Directors. The Board of Directors means the Board of Directors of the Association.

1.3 Bylaws. The Bylaws means the Bylaws of the Association adopted by the Board of Directors, as amended from time to time.

1.4 Common Elements. Common Elements means all of the Condominium except the Units as more particularly described in Article IV.

1.5 Common Expenses. The Common Expenses means the expenses of the Association related to the Condominium, including, without limitation, any and all fees, charges, assessments, and other amounts assessed or levied upon the Land under the Declaration of Restrictions (as defined below). For purposes of clarification, any expenses, charges, fees, and assessments (a) charged under the Ground Lease (as defined below) and (b) charged directly to Unit Owners (e.g. utilities), shall not be deemed Common Expenses.

1.6 Condominium. Condominium means the Property subject to this Declaration.

1.7 Condominium Documents. The Condominium Documents consist of the Articles of Incorporation of the Association, Bylaws, Operating Agreement, the Plat, and this Declaration. The address for the Condominium shall be 9400 W. Doyme Avenue, Wauwatosa, Wisconsin.

1.8 Declaration. The Declaration is this Declaration of Condominium for the Forensic Science and Protective Medicine Collaboration Condominium, as the same may be amended from time to time.

1.9 Declaration of Restrictions. Declaration of Restrictions means that certain Declaration of Restrictions for Milwaukee Regional Medical Center dated April 13, 2020, made by Froedtert Memorial Lutheran Hospital, Inc., Children's Hospital of Wisconsin, Inc., Versiti Wisconsin, Inc., The Medical College of Wisconsin, Inc. ("MCW") and MRMC Land Bank, LLC, each as declarants, as recorded with the Milwaukee County Register of Deeds on April 16, 2020, as Document No. 10969709, as may be amended from time to time.

1.10 Ground Lease. Ground Lease means that certain Ground Lease dated as of even date herewith, by and among MCW, State, and County, pursuant to which State and County, as co-tenants, ground lease the Land from MCW, as the same may be amended from time to time.

1.11 Land. The Land is the real estate which is legally described on Exhibit A attached hereto and made a part hereof by this reference.

1.12 Limited Common Elements. Limited Common Elements means those Common Elements reserved for the exclusive use of one or more but less than all of the Units as more particularly described in Article IV and including any portion of the Condominium designated as such on the Plat. Limited Common Elements shall include the following: (a) any Service Elements (as defined below) serving one or more Units but less than all of the Units shall be appurtenant to and reserved for the exclusive use of the Units so served, unless otherwise indicated on the Plat; (b) any stairway serving one or more Units but less than all of the Units shall be a Limited Common Element appurtenant to and reserved for the exclusive use of the Unit(s) the stairway serves; (c) exterior doors exclusively serving one Unit shall be a Limited Common Element appurtenant to that Unit; and (d) any other Common Elements that may be designated on the Plat as Limited Common Elements appurtenant to one or more specific Units.

1.13 Mortgage. A Mortgage means any recorded mortgage encumbering one or more Units.

1.14 Mortgagee. A Mortgagee means the holder of a Mortgage.

1.15 Parking Garage. The Parking Garage means all parking areas within the Building designated on the Plat and further described in Section 4.4.

1.16 Parking Garage Common Expenses. The Parking Garage Common Expenses means the expenses of the Association related to the Parking Garage.

1.17 Percentage Interest. The Percentage Interest is the undivided interest in the Common Elements as set forth in Article V.

1.18 Person. Person means an individual, corporation, partnership, association, limited liability company, trustee or other legal entity.

1.19 Plat. The Plat is the Plat of the Condominium filed in the Office of the Register of Deeds for Milwaukee County in the State of Wisconsin as such Plat may be amended from time to time.

1.20 Property. The Property is Declarant's leasehold interest in the Land pursuant to the Ground Lease, together with improvements on the Land which is subject to this Declaration.

1.21 Operating Agreement. Operating Agreement means that certain operating agreement affecting the Condominium adopted by the Declarant or by the Board of Directors, as may be amended from time to time.

1.22 Service Elements. Service Elements means all utility services, lines, pipes, wires, vents, flues, ducts, cables, conduits, antennae, fire prevention installations, loading docks, trash facilities, elevators and stairwells located within the Condominium.

1.23 Unit. Unit means that part of the Condominium designed and intended for the exclusive and independent use, enjoyment and possession by, or under the authority of, its Unit Owner, as further defined herein. A Unit includes the Percentage Interest of such Unit in the Common Elements of the Condominium. Units means, collectively, Unit 1 (County Unit) and Unit 2 (State Unit), as so designated on the Plat, and any other Unit(s) created in an amendment to this Condominium.

1.24 Unit Owner. Unit Owner means a Person or a combination of Persons who holds legal title to a Unit or has equitable ownership as a land contract vendee.

1.25 Utility Service Provider. Utility Service Provider means any public or private party providing utility services to the Condominium or any part thereof, including but not limited to gas, electricity, water, sanitary sewer, storm sewer, telephone, cable or fiber optics.

ARTICLE II SUBMISSION TO THE ACT

2.1 Submission to the Act. The Declarant declares that it is the sole owner of the Property. By this Declaration, the Declarant hereby submits (i) its leasehold interest in the Land and (ii) the improvements constructed or to be constructed thereon as Units, Limited Common Elements and Common Elements to the Condominium form of use and ownership as provided in the Act and by this Declaration. The provisions of this Declaration shall be binding upon and inure

to the benefit of the Declarant, its successors and assigns, and all subsequent Unit Owners and occupants of, or holders of any interest in, all or any part of the Property, the Units, the Limited Common Elements and the Common Elements as described in this Declaration, their grantees, successors and assigns.

2.2 Name. This Condominium shall be known as the Forensic Science and Protective Medicine Collaboration Condominium.

2.3 Small Condominium Election. The Condominium established by this Declaration is a small condominium as defined in Wis. Stats. §703.02(14m). In accordance with the Condominium's status as a small condominium: (a) the Condominium is not required to establish a statutory reserve account, such obligation being waived by Wis. Stats. §703.163(2)(a)2, and no statutory reserve account will be established for this Condominium; and (b) the Condominium hereby elects that Wis. Stats. §703.365(8) regarding disclosure requirements shall apply to this Condominium.

ARTICLE III DESCRIPTION OF THE BUILDING AND DESIGNATION OF UNITS

3.1 Description of Building. The improvements to be constructed on the Land are comprised of one (1) building (the "Building") containing the Units. General specifications for the Building are on file at the office of Hammel, Green and Abrahamson, Inc., 333 East Erie Street, Milwaukee, WI 53202.

3.2 Identification of Units. The Condominium shall initially have the following two (2) Units:

(a) "Unit 1 (County Unit)" shall consist of approximately 78,630 square feet of space located on the lower level of the Building through the third (3rd) floor of the Building identified as Unit 1 on the Plat, subject to the boundary descriptions set forth in Section 3.3.

(b) "Unit 2 (State Unit)" shall consist of approximately 73,188 square feet of space located on the lower level of the Building through the second (2nd) floor of the Building identified as Unit 2 on the Plat, subject to the boundary descriptions set forth in Section 3.3.

(c) A Unit shall include the Service Elements or any portion of the Service Elements which exclusively serve the Unit and are located within that Unit. Service Elements that serve more than one Unit, or are located outside of a Unit, shall be Limited Common Elements appurtenant to the Unit(s) served.

3.3 Description of Units.

(a) Floor plans, dimensions and locations of the Units are included in the Plat.

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

(i) The lower horizontal boundary of each Unit shall be the undersurface of the concrete floor beneath each Unit.

(ii) The upper horizontal boundary of Unit 2 (State Unit) shall be the undersurface of the concrete flooring separating the second (2nd) floor and third (3rd) floor of the Building. The upper horizontal boundary of Unit 1 (County Unit) shall be the undersurface of the concrete flooring separating Unit 1 (County Unit) from the mechanical penthouse of the Building (which mechanical penthouse is a Common Element); provided, however, in any area where Unit 1 (County Unit) extends beyond the mechanical penthouse, the upper horizontal boundary for such portion of the Unit shall be the undersurface of the rafters supporting the roof of the Building.

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

1. As to vertical boundaries separating horizontally adjacent Units or separating horizontally adjacent Units and interior areas of the Building constituting Common Elements, such boundaries shall be the vertical plane running through the exact center of each wall separating the Unit from another Unit or from any areas which are Common Elements, provided, however, that all doors and windows serving a Unit and opening onto or into Common Elements shall be included within the boundaries of the Unit served by such doors and windows.

2. As to any exterior vertical boundaries, such boundaries shall be the vertical plane described by the surface of the interior wall of such Units; provided that each Unit shall extend to the interior surface of all exterior doors and windows serving that Unit.

(c) All Service Elements serving only one Unit and located within the boundaries of such Unit shall be a part of such Unit and, if located within any other Unit, a Limited Common Element. All Service Elements serving all of the Units shall be Common Elements, regardless of where such Service Elements are located. All structural columns, caissons and bearing walls (including all components of the underground foundation) (collectively, the "Structural Components") supporting the Building shall be Common Elements, regardless of where such Structural Components are located.

3.4 Merger and Separation of Units; Relation of Unit Boundaries. The Units may be separated or merged by the owner(s) of such Units, and their boundaries may be relocated, as provided in Section 703.13 of the Act.

3.5 Items Not Included as Parts of Units. Specifically not included as part of any Unit are all of the following items which are not specifically included in the definition of the Unit under Section 3.2, regardless of whether such items lie within the cubicle or cubicles of air comprising the Unit as defined in Section 3.3: structural components of the Building; the studs supporting walls between Units, between Units and hallways, and supporting walls between the Building exterior and interior; the windows on the exterior of the Building; balcony railings; waterproofing

elements of the roof of the Building; all portions of any systems in the Building that serve more than one Unit, a different Unit or the Building as a whole (including, without limitation, the security systems, security lighting, plumbing, electrical, fire protection, life safety, exhaust and fireplace venting, mechanical, telecommunications, telephone and cable television systems of the Building) and all conduits, soffits, plenums, chases and chimneys containing or designed to contain all or any part of the foregoing systems. For purposes of this Section, partition walls shall not be considered structural components.

ARTICLE IV COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

4.1 Ownership of Common Elements: Definition. Each Unit Owner shall own an undivided interest in the Common Elements as a tenant-in-common with all other Unit Owners, and, except as otherwise provided in this Declaration, shall have the right to use the Common Elements for all permitted purposes incident to the use and occupancy of their Unit, which right shall be appurtenant to and run with their Unit. Each Unit's Percentage Interest in the Common Elements shall be as set forth in Article V. The use of the Common Elements and the rights of the Unit Owners with respect thereto shall be subject to and governed by the Act, this Declaration, the Condominium Documents, the Ground Lease and the recorded documents to which this Declaration is subject. Limited Common Elements which are part of the Common Elements are subject to certain use limitations and restrictions as herein provided.

The Common Elements shall include, by way of illustration and without intending to limit the general definition set forth above, the following:

- (a) The interest of Lessee (as defined in the Ground Lease) in the Ground Lease;
- (b) Elevators, common lobbies, common restrooms, stairways, landings, driveways, sidewalks, access ways, common hallways, and common entrances and exits;
- (c) common signs and directories;
- (d) Building-wide systems (including without limitation, security systems, security lighting, plumbing, electrical, fire protection, life safety, exhaust and fireplace venting, mechanical, telecommunications, telephone and cable television) and all conduits, soffits, plenums, chases and chimneys containing or designed to contain all or any part of such systems, to the extent such systems and containers are not included as part of any Unit;
- (e) waste and recycling rooms, closets and chutes;
- (f) storage, electrical, mechanical, generator, equipment, utility and janitor closets, rooms and vaults;
- (g) the foundations, columns, girders, beams, posts, pilasters, pillars, supports, exterior walls and surfaces, structural walls, common doors, entrance and exit doors to Units, windows, concrete slabs between floors of the Building, roof trusses and the roof

(except to the extent any of the foregoing are defined by this Declaration or the Condominium Plat to be a part of any Unit);

(h) all garage doors, garage door operating mechanisms and all other parts of the Parking Garage which are not included as part of any Unit;

(i) The entrances, curbs, gutters, street lights and facilities, common signs, landscaping, all storm water pipes and appurtenances, and Service Elements providing services for more than one Unit, and, in general, all operations and installations existing for common use by Unit Owners;

(j) Such community facilities (including without limitation, the Parking Garage) and drives, access and utility easements, landscaped areas, and stormwater drainage system, all as may be provided for in the Condominium Documents, or are shown on the final recorded Plat, and all improvements and equipment related thereto, some of which are Limited Common Elements, subject to the usage limitations and restrictions as hereinafter provided; and

(k) To the extent not already listed in this Section 4.1, areas shown on the Plat as "Common Elements".

Any deed, mortgage, lease or other instrument purporting to effect a conveyance of an interest in a Unit without including also the Unit Owner's Percentage Interest in the Common Elements shall be deemed and taken to include the Percentage Interest so omitted even though the latter is not expressly mentioned or described therein.

4.2 Responsibility for Common Elements. Except as hereinafter provided with respect to Limited Common Elements, the Association shall be responsible for the repair, maintenance, replacement and appearance of the Common Elements, including, without limitation, responsibility for breakage, damage, malfunction or ordinary wear and tear, obsolescence, landscaping, gardening, snow removal, painting, cleaning and decorating. All such activities shall be carried out only as provided in the Condominium Documents. In addition, to the extent the Condominium is subject to recorded easements for access, parking, utilities, and other common services, as identified in recorded documents, any obligation contained therein to be performed by the Association, and any costs to be borne under such documents shall be considered a Common Expense.

4.3 Limited Common Elements. To the extent feasible, the Limited Common Elements appurtenant to each Unit are identified on the Plat.

4.4 Parking Garage. The Parking Garage is designated on the Plat as a Common Element. The Parking Garage will be insured, operated, maintained, repaired and replaced by the Association, the costs of which shall be included in the Parking Garage Common Expenses.

4.5 Repair and Maintenance of Limited Common Elements. Unless and until the Association or Unit Owners determine to the contrary, the Unit Owner who has the use and enjoyment of the Limited Common Elements, shall be responsible, at their own expense, for the good order and sightly appearance of the Limited Common Element with regard to which such Unit Owner has the exclusive use and enjoyment, including, without limitation, responsibility for

breakage, damage, painting, malfunction, ordinary wear and tear, repair, maintenance, replacement and general appearance of such Limited Common Elements. All such repair, maintenance and replacement of Limited Common Elements shall be undertaken by the applicable Unit Owner as prescribed by the Condominium Documents.

4.6 No Partition of Common Elements. There shall be no partition of the Common Elements through judicial process or otherwise until this Declaration is terminated and the real estate and improvements constituting the Condominium are withdrawn from its terms, from the terms of the Act or any other statute creating or regarding Condominium ownership.

ARTICLE V PERCENTAGE INTEREST IN COMMON ELEMENTS

5.1 Percentage Interest. The undivided Percentage Interest in the Common Elements for each Unit is as follows:

- (a) Unit 1 (County Unit) — 50%; and
- (b) Unit 2 (State Unit) — 50%.

The Percentage Interest of each Unit set forth in this Section 5.1 has been reasonably determined by Declarant while taking into account the anticipated gross square footage of such Unit and the anticipated number of parking stalls within the Limited Common Elements of the Parking Garage appurtenant to such Unit to achieve an equitable allocation. In the event that (i) the actual gross square footage of any Unit has been changed or modified during the construction of a Unit, (ii) the gross square footage of any Unit has been changed or modified pursuant to an alteration set forth in Section 10.2, or (iii) the anticipated number of parking stalls within such Limited Common Elements have been changed, the Association shall have the right to, by majority vote of the Unit Owners or the Board of Directors in accordance with the Bylaws, amend this Declaration to equitably adjust the Percentage Interest of each Unit and amend the Plat to reflect such change or modification.

5.2 Nature of Percentage Interest. The Percentage Interest is appurtenant to its designated Unit and may not be separated from the Unit to which it appertains.

ARTICLE VI VOTES PER UNIT

6.1 Votes Per Unit. Each Unit shall have appurtenant to it the following number of votes in all matters brought before the Unit Owners:

- (a) Unit 1 (County Unit) — 50; and
- (b) Unit 2 (State Unit) — 50.

6.2 Limitations on Voting Rights. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner's name and current mailing address, and the name and address of the Mortgagee of the Unit, if any, has been furnished to the secretary of the Association. In the case of a Unit with multiple owners, no Unit Owner shall be

entitled to vote on any matter submitted to a vote of Unit Owners until the designation described in the Bylaws shall have also first been furnished to the secretary of the Association. No Unit Owner may vote on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit and the amount necessary to release the lien has not been paid at the time of the voting.

6.3 Mediation. The parties agree to submit any claim, controversy or dispute arising out of or relating to this Declaration or the transactions contemplated hereby to non-binding mediation prior to bringing such claim, controversy or dispute to a court. The mediation shall be conducted either through an individual mediator or a mediator appointed by a mediation services organization or body, experienced in the mediation of disputes of similar type, agreed upon by the parties and, failing such agreement within a reasonable period of time after either party has notified the other of its desire to seek mediation of any claim, controversy or dispute (not to exceed fifteen (15) days) through the American Arbitration Association in accordance with its rules governing mediation, at a location in Milwaukee County, Wisconsin chosen by the party seeking mediation. The costs and expenses of mediation, including compensation of the mediator, shall be borne by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after conferring with the mediator, then either party may submit such claim, controversy or dispute to a court in accordance with the terms of this Declaration.

ARTICLE VII ASSESSMENTS

7.1 Association Authority. The Association through the Board of Directors shall have the power to levy assessments, general or special, for the Common Expenses in accordance with the provisions of the Bylaws. In the Board of Directors' discretion reasonably exercised, the Board of Directors shall have the right to employ a professional property manager, which may be an affiliate of Declarant. Any such management agreement or facilities operation agreement shall be upon commercially reasonable terms and shall be terminable by either party without penalty, upon less than ninety (90) days notice to the other party to such management agreement.

7.2 Assessments for Limited Common Elements. Common Expenses for or related to Limited Common Elements, if any are incurred by the Association, shall be assessed to the Unit(s) to which the Limited Common Elements are appurtenant; provided, however, except as otherwise expressly set forth to the contrary in this Declaration, repair and maintenance related to, and the replacement of, Limited Common Elements shall be the primary responsibility of and paid for by the Unit Owner(s) to which such Limited Common Element is appurtenant. For clarification purposes, notwithstanding the foregoing, the maintenance, repair, and replacement of Parking Garage (and the parking spaces of which constitute Limited Common Elements) shall be the responsibility of the Association in accordance with Section 4.4 of this Declaration.

ARTICLE VIII EASEMENTS

8.1 Grant of Easements. The Declarant hereby grants and, to the extent applicable in the description of the easement, reserves the easements described in this Article VIII to and for the benefit of each Unit, the Association and the Declarant. These easements shall continue to exist as long as the structures and improvements constituting the Units, Limited Common Elements and

Common Elements exist, including any period of time subsequent to the damage or destruction to any Units, Limited Common Elements or Common Elements if the damage or destruction will be repaired or replaced as provided under this Declaration and the Act.

8.2 Encroachment Easements. The following encroachment easements are hereby granted:

(a) The Association shall have an easement for the encroachment of any Limited Common Element or Common Element on any Unit existing as a result of the initial construction of the Units or the Limited Common Elements or Common Elements or which may come into existence thereafter as a result of construction approved by the Board of Directors, settling or shifting of the structure of which the Units, Limited Common Elements and Common Elements are a part or as a result of the restoration of the Units, Limited Common Elements or Common Elements after damage by fire or other casualty, or as a result of condemnation or eminent domain proceedings, or as a result of repairs or alterations made or approved by the Board of Directors.

(b) Each Unit shall have an easement for the encroachment of the Unit and any Limited Common Elements appurtenant to the Unit on any adjoining Unit or on any other Limited Common Elements or Common Elements existing as a result of the initial construction of the Units, Limited Common Elements or Common Elements or which may come into existence thereafter as a result of settling or shifting of the structure of which the Units, Common Elements and Limited Common Elements are a part or as a result of restoration of the Unit, Common Elements or Limited Common Elements after damage by fire or other casualty, or as a result of condemnation or eminent domain proceedings, or as a result of repairs made or approved by the Board of Directors.

8.3 Support Easements. Each Unit shall have an easement for structural support over every other Unit and in 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.

8.4 Common Elements Easements. Each Unit Owner shall have an easement in common with the owners of all other Units to use all Service Elements and other Common Elements located in any of the other Units and serving its Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the Service Elements and other Common Elements serving such other Units and located in such Unit. The Common Elements and all Units are subject to mutual rights of support, access, use and enjoyment by all Unit Owners; provided, however, in the event that a Unit Owner and its authorized representatives enter into the Unit 1 for so long as Unit 1 is owned by the State of Wisconsin, Department of Administration, the entering Unit Owner and its authorized representatives shall comply with any and all security requirements, including background checks, imposed by the State of Wisconsin, Department of Administration and State of Wisconsin, Department of Justice for entry. The Board of Directors and any designee shall have a right of access to each Unit to inspect the same, to correct or remove therefrom violations of this Declaration, the Bylaws or applicable laws and to install, maintain, repair, replace and relocate the Service Elements and other Common Elements within or accessible from such Unit. If an emergency fire exit leads to a Unit, said Unit shall be subject to an access easement in favor of the owners of the other Units to reach the Common Elements or to exit the Building in

the event of emergency. Any installation, replacement or relocation of Common Elements within a Unit shall be located at or near previous locations (if any) or, to the extent feasible, above ceiling surfaces, below floor surfaces or within walls. Except in an emergency, any right of access to a Unit granted in this Section 8.4 shall be exercisable only after reasonable advance notice and with reasonable efforts to minimize interference with use of such Unit. A Unit shall promptly be restored to its prior condition after completion of any work in the Unit conducted pursuant to any right of access granted in this Section 8.4

8.5 Association Easements. The Association shall have and is hereby granted an irrevocable right and an easement to enter Units, Limited Common Elements, and Common Elements to inspect, maintain, repair or replace Limited Common Elements and Common Elements. The Association shall also have and is hereby granted an irrevocable right and an easement to enter Units, Limited Common Elements or Common Elements to inspect, maintain, repair or replace a Unit if the Unit Owner fails to maintain, repair or replace the Unit in compliance with this Declaration or the Bylaws and such failure by the Unit Owner caused, is causing or may cause damage to or interference with the Limited Common Elements, Common Elements or any other Unit.

8.6 Declarant Easements. For a period of three (3) years from the date of recording of this Declaration, the Declarant shall have and hereby reserves an irrevocable right and an easement to enter the Units, the Limited Common Elements and Common Elements to inspect, complete or repair any Unit, Limited Common Elements or Common Elements in the event the Declarant has any responsibility for any inspection, completion or repair under the terms of this Declaration or, at its option, elects to proceed with such inspection, completion or repair. The reservation of this right and easement does not create an obligation on the part of the Declarant to inspect, complete or repair any Unit, Limited Common Element or Common Element; however, this right and easement is reserved to facilitate such inspection, completion or repair if the Declarant has such obligation under other contractual agreements or voluntarily elects to perform such inspection, completion or repair work.

8.7 Utility Easements. Subject to Section 19.1, the Association shall have an independent irrevocable right to grant easements for the benefit of any Unit, Limited Common Element, Common Element, or Utility Service Provider, if any, for the purposes of the installation, maintenance, repair and replacement of any kind of services to the Condominium including but not limited to public or private utility services including but not limited to gas, electricity, water, sanitary sewer, storm sewer, telephone, cable or fiber optics, in any Unit, Limited Common Element or Common Element, provided such easement or such work does not unreasonably and materially interfere with the use, occupancy or value of the Unit affected.

8.8 Construction Easements. Notwithstanding anything to the contrary in this Declaration or any of the Condominium Documents, until construction of the Building is complete and Declarant has satisfied all of its obligations under any of the Condominium Documents, Declarant reserves an easement for itself, the Unit Owners, and their duly authorized agents, contractors, representatives and employees, over the Units and the Common Elements for construction of the Building or related purposes including: storing tools, machinery, equipment, building materials, appliances, supplies and fixtures; maintaining and correcting drainage of surface, roof or storm water; cutting any trees, bushes, or shrubbery or installing landscaping; grading the soil or taking any other action reasonably necessary. Any such entry upon or within a

Unit or the Common Elements shall be exercisable only after reasonable advance notice and with reasonable efforts to minimize interference with use of such Unit. A Unit shall promptly be restored to its prior condition after completion of any such work in the Unit conducted pursuant to any easement right granted in this Section 8.8.

8.9 Unit Owner's Grant of Easement. By acceptance of a deed of conveyance, each Unit Owner thereby grants a right of access to its Unit including, without limitation, the right of access provided by Section 703.32 of the Act, to the Board of Directors or any property manager identified in a management contract approved by the Board of Directors, their respective agents, employees and contractors, for the purpose of exercising their respective powers and responsibilities, including, without limitation, making inspections, correcting any condition originating in a Unit and threatening another Unit or the Common Elements, performing installations, alterations or repairs to the mechanical or electrical services or the Common Elements in a Unit or elsewhere in the Condominium, or to correct any condition which violates the provisions of this Declaration or any of the Condominium Documents; provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner and, for so long as Unit 1 is owned by the State of Wisconsin, Department of Administration, any access to the Unit 1 is in compliance with any and all security requirements, including background checks, imposed by the State of Wisconsin, Department of Administration and State of Wisconsin, Department of Justice for entry. 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. Any exercise of the rights herein conferred to the extent practicable shall be in a manner so as not to interfere unreasonably with the use of a Unit.

ARTICLE IX MAINTENANCE, REPAIR, AND ALTERATION OF UNITS

9.1 Maintenance and Repair. Each Unit shall at all times be kept in good condition and repair by its Unit Owner. Each Unit Owner shall be responsible for, at its sole cost and expense, the maintenance, repair, and replacement of all other improvements constructed within its respective Unit (including the electrical, heating, and air conditioning systems serving such Unit, and including any ducts, vents, wires, cables, or conduits designed or used in connection with such electrical, heating, or air conditioning systems). If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to the Common Elements, the Association, upon thirty (30) days' prior written notice to the Unit Owner of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing before the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a special assessment under Section 14.1(d).

9.2 Alteration of Units. A Unit Owner may make any improvements or alterations to its Unit, in its sole discretion, including, without limitation, a change to the exterior appearance of a Unit or the vertical expansion of any Unit, without obtaining the prior and express written

permission of the Association's Board; provided, however (i) the footprint of the Building may not be altered, (ii) any such improvement or alteration shall otherwise comply with the requirements, terms and provisions of this Declaration, (iii) the Percentage Interest shall not be adjusted based on any improvement or alteration except by amendment to this Declaration or as otherwise may be permitted under Section 5.1, and (iv) any improvement or alteration which (a) affects any structural component of the Condominium, (b) affects any Common Element or any other Unit, or (c) affects any service provided or made available by the Association to any Common Element or any other Unit, may not be made by the Unit Owner without the prior written consent of the Board of Directors. Any redivision of a Unit into separate units which are each a condominium unit, may be done without needing the consent of the Board of Directors, but must be evidenced by the recording of an addendum to this Declaration and the Plat before it shall be effective and must comply with the legal requirements for such purpose then in effect. The Unit Owners agree to execute any documentation reasonably required to effect such redivision, which documentation shall be in form and substance reasonably acceptable to the Unit Owners. All alterations or improvements must be accomplished in accordance with applicable laws and regulations. All expenses involved in any such improvement or alteration, including reasonable expenses of the Association in enforcing the provisions of this section, shall be the responsibility of the Unit Owner involved.

ARTICLE X

ALTERATION OF LIMITED COMMON ELEMENTS AND COMMON ELEMENTS

10.1 Board of Director's Authority. Subject to Section 19.1, the Board of Directors shall have the right to make additions, alterations or improvements to the Limited Common Elements and Common Elements as the Board of Directors, in its opinion, deems to be beneficial or necessary for the preservation, operation or maintenance of the Condominium, subject, however, to the terms and conditions of the Bylaws.

ARTICLE XI

PERMITTED USES AND USE RESTRICTIONS

11.1 Use of Common Elements Other Than Limited Common Elements. Each Unit Owner shall have the right to use the Common Elements, except the Limited Common Elements, as may be required for their intended purposes, including, but not limited to, ingress and egress to and from his or her Unit and the use, occupancy and enjoyment of the Unit owned by such Unit Owner. Such rights shall extend to the Unit Owner and any occupant of the Unit, and their respective shareholders, partners, members, officers, employees, agents, contractors, guests and invitees. The use of the Common Elements, and the rights of Unit Owners with respect thereto, shall be subject to and governed by the provisions of the Act and the Condominium Documents.

11.2 Use of Limited Common Elements. The portions of the Common Elements designated as Limited Common Elements are reserved for the exclusive use of the Unit or Units which they serve. The rights of use herein reserved shall extend to the Unit Owner whose Unit is benefited thereby and any occupant of the Unit, and their respective shareholders, partners, members, officers, employees, agents, contractors, guests and invitees.

11.3 Restrictions Applicable to all Units. Each Unit shall be subject to the following restrictions:

(a) Each Unit shall be owned, occupied and used only for lawful purposes in compliance with all applicable laws, regulations and ordinances.

(b) No Unit shall be owned, occupied or used in any manner which may be or become a nuisance to any other Unit, the Limited Common Elements or the Common Elements. No Unit Owner or occupant of a Unit shall make or permit any unreasonable noises or vibrations in the Unit which may be heard or felt outside of the Unit or which may adversely affect or interfere with any other Unit, the Limited Common Elements or the Common Elements. No Unit Owner or occupant of a Unit shall permit any odors to leave the Unit in such a manner that would permit the odors to enter any other Unit or any Limited Common Elements or Common Elements. All electrical, cable, radio or communication equipment of any kind or nature installed or used in a Unit shall fully comply with all applicable laws, regulations and ordinances.

(c) No Unit may be used for any of the prohibited uses set forth on Exhibit B, except as otherwise set forth in Exhibit B. No Unit may be used for any purpose which would injure the reputation of the Condominium or any Unit Owner or tenant of a Unit. The Board of Directors, in the exercise of its sole discretion as determined by a majority of the directors, shall have the authority to determine whether any uses of a Unit are contrary to any of the provisions of this Section 11.3(c).

ARTICLE XII SIGNAGE

12.1 Limitation on Placement of Signs. Except as provided in Section 12.2, no Unit Owner shall, or permit any other Person to, place or install any signs or notices in or on any Limited Common Elements or Common Elements without the prior written approval of the Board of Directors. Except as provided in Section 12.2, no signs or notices in or on any Unit shall be visible from anywhere outside of the Unit without the prior written consent of the Board of Directors.

12.2 Signage for Units. The Board of Directors shall permit signage for each Unit in accordance with standards established from time to time by Declarant (while Declarant maintains control under Article XVII) and the Association. A Unit Owner shall submit plans and specifications for the installation of any signs for the Unit Owner's Unit to the Board of Directors for approval prior to the installation of such signs, such approval not to be unreasonably withheld, conditioned, or delayed. All signs installed for the benefit of a Unit shall comply with applicable governmental requirements. Each Unit Owner shall have and is hereby granted an irrevocable easement to attach signs approved by the Board of Directors to the surfaces of the exterior walls of Common Elements and its respective Unit in accordance with the installation plans approved by the Board of Directors.

12.3 Board of Director's Control. All standards for the installation, placement, and maintenance of signs and notices in or about the Condominium, with the exception of signs or notices located within a Unit that are not visible from anywhere outside such Unit, shall be established and enforced by the Board of Directors. All costs incurred by the Association related

to the installation, placement and maintenance of signs in and about the Condominium shall be assessed to the Units in accordance with the provisions of the Bylaws.

ARTICLE XIII RECONSTRUCTION AFTER LOSS OR TAKING

13.1 Reconstruction Obligation. In the event of damage to all or part of the Common Elements or upon a taking by eminent domain of less than all of the Condominium, the Association shall repair or reconstruct the damaged Common Elements. If the Common Elements are to be repaired or reconstructed, such repair and reconstruction shall be promptly initiated by the Association subsequent to the event causing the damage and upon settlement of any applicable insurance claims. The repair or reconstruction shall restore the damaged Common Elements to substantially the same condition they were in prior to the damage or taking and to a condition compatible with the remainder of the Condominium. All costs of repair or reconstruction of Common Elements in excess of available insurance proceeds or award, as applicable, shall be Common Expenses and shall be assessed and collected pursuant to the provisions of the Bylaws. The terms and provisions of this Section 13.1 are subject to the terms and provisions of the Ground Lease.

13.2 Costs in Excess of Insurance or Award. If the insurance proceeds or award available to the Association for the repair or reconstruction of the Common Elements are less than the reasonably estimated cost to repair or reconstruct the Common Elements, the Association shall provide notice of the deficiency to all Unit Owners. The Association shall proceed with the repair and reconstruction of the Common Elements unless, within thirty (30) days of the date of the Association's notice to the Unit Owners of the deficiency, the Association receives written consent from all of the Unit Owners to dispense with the repair and reconstruction and to proceed with the partition of the Condominium ("Partition Notice"). In the event of a Partition Notice, subject to the terms and provisions of the Ground Lease, the Association shall (y) perform, or cause to be performed any work or service to the Common Elements required by any applicable laws for the protection of persons or property from any risk, or for the abatement of any nuisance, created by or arising from the casualty or the damage or destruction caused thereby (collectively, "Site Protection Work"); further, if the Unit Owners provide a Partition Notice, the Association shall (z) restore the Common Elements that are altered or damaged to complete architectural units provided, however, that the Association may elect, in the Association's sole discretion, to demolish and remove the Common Elements from the Land, including the removal of any underground structures, and level grade and seed the Land in lieu of restoring the Common Elements to complete architectural units. The Association's obligations under (z) as applicable, shall be included in the definition of Site Protection Work.

Any insurance proceeds remaining after payment of the costs of Site Protection Work shall be considered as one fund and shall be divided among all Unit Owners in proportion to their Percentage Interests following the disbursement of the costs of the Site Protection Work and costs incurred in connection with adjustment of loss and the collection thereof (if any).

For the purposes of this Section 13.3, the use of the defined term "Common Element" shall specifically include the Parking Garage (notwithstanding the fact that portions of

the Parking Garage have been designated as Limited Common Elements) but shall exclude all other Limited Common Elements.

13.3 Post-Condemnation Adjustments. Where an entire Unit is taken by eminent domain, the Percentage Interests and votes on Association matters appertaining to the remaining Units shall be adjusted post-condemnation. A partial taking of a Unit shall not include the Percentage Interest or vote appurtenant to the Unit. If Percentage Interests or votes are affected, the Association shall record an amendment which discloses the nature of the taking and adjustments caused thereby. Following the taking of all or a part of the Units and the Common Elements, the Association shall promptly undertake to restore the improvements of the Common Elements to an architectural whole. Costs of restoration in excess of the condemnation award shall be a Common Expense. If the Board determines that reconstruction or restoration is not practical, the entire Condominium shall be subject to an action for partition upon obtaining the written consent of the Owners having 75% or more of the Percentage Interests. Upon partition, subject to the terms of the Ground Lease, any net proceeds of the award for taking, shall be considered as one fund and divided among all Owners in accordance with their Percentage Interests. If the 75% approving vote is not obtained within thirty (30) days of the Board decision, then reconstruction shall take place with costs of restoration of Units and the Common Elements in excess of condemnation proceeds assessed against all Owners in proportion to their Percentage Interests.

ARTICLE XIV ASSOCIATION POWERS

14.1 Association Powers. In addition to the other powers of the Association set forth in this Declaration and the powers of the Association as set forth in the Act and the Bylaws, the Association shall have the following powers and authority exercised through its Board of Directors:

(a) The Board of Directors may enter into such contracts and incur such liabilities as the Board of Directors deems appropriate for the benefit of the Condominium including, but not limited to, the operation, maintenance, repair, servicing and replacement of the Limited Common Elements, if applicable, and Common Elements.

(b) The Board of Directors may establish rules and regulations for the use of the Limited Common Elements and Common Elements and, to the extent they do not unreasonably interfere with the use of the Units as permitted in this Declaration, the Units.

(c) Subject to Section 19.1, the Board of Directors may grant easements through or over Limited Common Elements and Common Elements and may acquire easements, as the Board of Directors deems appropriate, for the benefit of the Limited Common Elements, Common Elements and Units.

(d) If, in the reasonably exercised discretion of the Board, maintenance or repair to a Unit or within a Limited Common Element is necessary to protect the Common Elements or any portion of the Building, and the affected Unit Owner has failed or refused to perform such maintenance or repair within a reasonable time (as established by the Board in its sole discretion) after written notice of the necessity of such repair or maintenance has been given to the Owner, then in such events the Association may

undertake such maintenance or repair and levy a special assessment against the Owner and its Unit for the cost thereof.

(e) The Association or its agents may enter any Unit when necessary in connection with any maintenance or construction for which the Association is responsible or which is permitted hereunder; provided, however, that any entry must be upon prior notice and during business hours and further provided, however, for so long as Unit 2 is owned by the State of Wisconsin, Department of Administration, in the event that the Association or its agents enter into Unit 2 the Association or its agents shall comply with any and all security requirements, including background checks, imposed by the State of Wisconsin, Department of Administration and Department of Justice for entry. Such entry shall be made with as little inconvenience to the affected Unit Owner as reasonably practicable, and any damage caused thereby shall be repaired by the Association as a Common Expense. In the event of any emergency originating in, or threatening, any Unit, or in the event of the Unit Owner's absence from a Unit at a time when required repairs, maintenance or construction are scheduled, the Association or its agents, or any other Person designated by the Board, may enter the Unit immediately, whether such Unit Owner is present or not. The Association reserves the right, but shall not be obligated, to retain a pass key to each Unit, and no locks or other devices shall be placed on the doors to any Unit to obstruct entry through the use of such pass key.

(f) The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or to effectuate any such right or privilege.

(g) The Association reserves the right to make minor changes to the boundaries, dimensions and components of the Limited Common Elements, Common Elements and Units provided such changes do not materially interfere with the use of the Units as permitted by this Declaration and the Bylaws, which changes shall further be subject to Article XVIII of this Declaration.

14.2 Operating Agreement. The Association, by action of its Board taken in accordance with the Bylaws, shall adopt an operating agreement as it may deem advisable for the maintenance, conservation and beautification of the Condominium, and for the health, comfort, safety and general welfare of the Unit Owners and in furtherance of the rights and duties of the Unit Owners, the Association and the Declarant hereunder, as long as such operating agreement does not contradict rights given herein. Written notice of such operating agreement shall be given to all Unit Owners, and the Condominium shall at all times be maintained, used, occupied and enjoyed subject to such operating agreement.

14.3 Limitations on Association Powers. Notwithstanding anything to the contrary contained in the Condominium Documents, the Association shall have no authority to take any of the following actions, or to consent to the following actions, without the prior consent of Lessor (as defined in the Ground Lease): (i) intentionally take any action in violation of the Ground Lease; (ii) merge or consolidate the Association with or into any other person; (iii) materially amend or supplement the Condominium Documents; (iv) change the purpose of the Association as set forth in the Condominium Documents; (v) dissolve the Association; or (vi) file any voluntary petition under Title 11 of the United States Code, the Bankruptcy Code, or seek the protection of any other

Federal or State bankruptcy or insolvency law or debtor relief statute or consenting to the institution or continuation of any involuntary bankruptcy proceeding or the admission in writing of the inability to pay debts generally as they become due, or make a general assignment for the benefit of creditors.

ARTICLE XV SERVICE OF PROCESS

15.1 Service on Association. Service of process on the Association shall be made on Declarant at the following address: State of Wisconsin – Department of Administration, Attn: Nathan W. Judnic, P.O. Box 7864, Madison, WI 53707; with concurrent copy to Milwaukee County Corporation Counsel, Attn. Margaret Daun, 901 North 9th Street, Room 303, Milwaukee, WI 53233, until such time as notice of the registered agent of the Association is filed with the Wisconsin Department of Financial Institutions. Upon such filing, service of process shall be on such designated registered agent.

ARTICLE XVI MORTGAGEES

16.1 Notice to Board of Directors. A Unit Owner who gives a Mortgage encumbering a Unit shall notify the Board of Directors of the name and address of the Mortgagee and shall promptly notify the Board of Directors of any change to the information provided to the Board of Directors.

16.2 Notice of Default to Mortgagee. If the Board of Directors receives from a Mortgagee a request to be notified by the Board of Directors of any failure by the Unit Owner of the encumbered Unit to pay the Condominium assessments or of any other default by such Unit Owner, the Board of Directors shall provide such notice if such failure to pay or default continues for more than thirty (30) days. Mortgagee may also request, by written notice to the Board of Directors, to be notified by the Board of Directors for any of the following circumstances and situations: (i) any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing its Mortgage; (ii) a lapse, cancellation or material modification of any insurance policy maintained by the Association; (iii) any proposed action that requires the consent of such Mortgagee as specified in this Declaration; and (iv) the commencement of any condemnation or eminent domain proceedings with respect to any part of the Condominium.

16.3 Priority of First Lien Mortgage. All liens against a Unit for sums assessed by the Association shall be subordinate to all sums unpaid on any Mortgage on such Unit recorded prior to the making of the assessment by the Association and securing a bona fide debt of the Unit Owner to a third party unaffiliated with the Unit Owner.

ARTICLE XVII DECLARANT RIGHTS

17.1 Term of Reserved Declarant Rights. The Declarant's rights set forth in this Declaration and Article XVII shall be applicable until the earlier of: (a) three (3) years after the first conveyance of a Unit by Declarant to another party; (b) thirty (30) days after the conveyance to purchasers of Units holding at least seventy-five percent (75%) of the overall voting rights

allocable to the Units, as set forth in Section 6.1 of this Declaration; or (c) such earlier time as may be determined by Declarant.

17.2 Minor Alterations. The Declarant reserves the right to make minor changes to the boundaries, dimensions and components of the Limited Common Elements, Common Elements and Units provided such changes do not materially interfere with the use of the Units as permitted by this Declaration and the Bylaws.

17.3 Consent By and Authorization From Unit Owners. By acceptance of a deed of conveyance of a Unit, the grantee of such Unit and each successor entitled to such Unit or an interest therein shall, in the event of the occurrence of any of the events authorized by this Article XVII, be deemed to consent and agree to the action taken (whether taken before or after such conveyance has occurred), and such grantee hereby constitutes and appoints the Declarant, its successors and assigns, as its true and lawful attorney to (i) execute, deliver and record on behalf of the grantee and each successor in title to such Unit or an interest therein, such instruments, if any, as may be required or deemed appropriate to effectuate the occurrence of the event, and (ii) to do all other things necessary to accomplish the actions so taken. This power shall be deemed to be a power coupled with an interest and shall not be terminable prior to the expiration of the period set forth in Section 17.1.

17.4 Declarant's Successors. All of the rights and benefits reserved by and for the benefit of the Declarant under this Declaration shall inure to the benefit of and be binding upon the successors and assigns of the Declarant, if any, designated by Declarant to be its successor as declarant, under this Declaration, in an instrument recorded with the Register of Deeds for Milwaukee County, Wisconsin, and shall bind all Unit Owners and all other Persons who acquire an interest in a Unit.

ARTICLE XVIII AMENDMENT OF DECLARATION

18.1 Action Required for Amendment. Subject to Section 19.1, this Declaration may be amended only with the written consent of all of the Unit Owners.

18.2 Mortgagee Consent. No Unit Owner's written consent or vote to amend the Declaration shall be effective unless the Unit Owner provides the Board of Directors with the written consent of the Unit Owner's Mortgagee under any Mortgage encumbering the Unit Owner's Unit. The Mortgagee's consent may be specific as to any proposed amendment or may express the Mortgagee's consent to any amendment to this Declaration occurring within six (6) months of the date of the consent. In no event shall any provision of this Declaration be amended to give a Unit Owner priority over any rights of such Unit Owner's Mortgagee with respect to any distribution to such Unit Owner of insurance proceeds or condemnation awards.

18.3 Limitations on Amendment. No amendments shall modify the rights of the Declarant under this Declaration without the prior written consent of the Declarant.

18.4 Effective Date of Amendment. Any amendment to this Declaration adopted from time to time pursuant to this Article XVIII shall become effective when it is recorded in the Office of the Register of Deeds for Milwaukee County, State of Wisconsin.

ARTICLE XIX
GROUND LEASE

19.1 Owner Assumption of Ground Lease Obligations. Each Unit Owner, with acceptance of a deed to a Unit, shall be deemed to assume any and all obligations (including the obligations to pay rent and maintain insurance as provided in the Ground Lease), liabilities, limitations, rights, waivers, benefits or burdens that are vested or that may in the future become vested in or upon the "Lessee" pursuant to the Ground Lease (the "Ground Lease Obligations"). The Ground Lease Obligations shall automatically be obligations, liabilities, limitations, rights, waivers, benefits or burdens of the Unit Owners upon the recordation a deed to a Unit. This Section constitutes any assumption requirements set forth in the Ground Lease without any further action. The Unit Owners and the Association shall comply with all of the terms of the Ground Lease and take all actions necessary to maintain the Ground Lease in full force and effect. Notwithstanding anything to the contrary set forth in this Declaration, the Condominium Documents, and all terms and provisions set forth therein, and the Condominium and the rights of the Unit Owners and the Association are subject to the terms and provisions of the Ground Lease, the Declaration of Restrictions, and any and all recorded covenants, restrictions, easements, and other matters of record existing as of the date this Declaration is recorded with the Office of the Register of Deeds for Milwaukee County, Wisconsin. For the avoidance of doubt, nothing in this Section 19.1 is meant to or shall relieve Declarant of its Ground Lease Obligations.

19.2 Self-Help Regarding Ground Lease Default. If any Unit Owner fails to comply with all provisions of this Declaration and such failure has caused or will with the passage of time cause an Event of Default (as defined in the Ground Lease) under the Ground Lease, the Association or a non-defaulting Unit Owner, at such non-defaulting Unit Owner's election, shall have the right, but not the obligation, to remedy such Event of Default and the cost and expense thereof (together with interest thereon not to exceed the lesser of eighteen percent (18%) per annum or the maximum rate permitted by law from the date paid by the Association or non-defaulting Unit Owner until the date such sum is repaid by the defaulting Unit Owner), including the reimbursement of all reasonable attorney's fees incurred in connection with remedying such Event of Default, shall be assessed against the Unit Owner or Unit Owners creating the default.

ARTICLE XX
MUTUAL RIGHT OF FIRST REFUSAL

20.1 Restriction. Neither Unit Owner shall sell, give, assign, bequeath or otherwise transfer or divest itself of ownership or control of its Unit, unless or until such Unit Owner has complied with the provisions set forth in this Article XX.

20.2 Mutual Right of First Refusal.

(a) Each Unit Owner grants a right of first refusal (a "ROFR"), upon the terms and conditions set forth herein, to the other Unit Owner for the purchase of each other's Unit. For the purposes of this Section 20.2, (i) "Grantor" shall mean the Unit Owner receiving an Offer, as such term as defined below, which such Unit Owner wants to accept, and (ii) "Grantee" shall mean the Unit Owner who has the ability to exercise the right of first refusal set forth herein.

(b) If Grantor receives a bona fide written offer or letter of intent for the purchase or transfer its Unit which such Unit Owner desires to accept (an “Offer”), then the Grantor may only accept such Offer after complying with all of the material terms, covenants, and conditions hereinafter set forth in this Section 20.2. The Unit Owners agree that if Grantor receives an Offer that Grantor desires to accept, within ten (10) days after the Grantor’s receipt of such Offer, Grantor shall give written notice to Grantee of such Offer, which notice shall contain a complete and accurate copy of such Offer (the “ROFR Notice”). Grantee shall have thirty (30) days after Grantee’s receipt of the ROFR Notice (the “Exercise Period”) to deliver written notice to Grantor exercising Grantee’s right to purchase all of the Grantor’s interest in Grantor’s Unit at the same price and on substantially the same terms and conditions as set forth in such Offer. Grantor shall refrain from entering into the Offer until after the expiration of the Exercise Period, unless Grantor enters into the Offer expressly subject to expiration of the ROFR.

(c) From and after the delivery of the Offer to Grantee, Grantor shall allow Grantee and its agents, employees and consultants reasonable access to the Unit from time to time for the purpose of inspecting, studying, measuring, and otherwise analyzing the same. Such access rights shall terminate upon the failure by Grantee to exercise the ROFR.

(d) If Grantee timely exercises the ROFR by providing written notice to Grantor within the Exercise Period, Grantor and Grantee (or Grantee’s designee) shall (i) enter into a purchase and sale agreement reflecting the terms of the Offer within twenty (20) days after Grantee’s exercise of the ROFR, and (ii) complete the sale and purchase of the Unit in accordance with the terms of such purchase and sale agreement. If Grantee elects not to exercise the ROFR or fails to exercise the ROFR in accordance with the terms and provisions of Section 20.2(b), then Grantor may sell its interest in the Unit pursuant to the terms and provisions of the Offer. If Grantor does not subsequently sell the Unit pursuant to such Offer referenced in the ROFR Notice, then the Unit shall continue to be subject to all of the terms, covenants and conditions of this Declaration as it relates to any subsequent Offer.

20.3 Applicability.

(a) The terms and provisions of this Article XX shall apply so long as State or County own a Unit. Upon conveyance by State and County of their respective Units, this Article XX shall no longer apply.

(b) This Article XX and the ROFR granted herein shall not apply to any sale, gift, assignment, bequeathment or other transfer or divestiture of ownership or control of a Unit (including, without limitation, through a foreclosure proceeding or a deed in lieu thereof) (a “transfer”) to or by either U.S. Bank Trust Company, National Association, a national banking association organized and existing under the laws of the United States, and its successors and assigns in such capacity (the “Construction Mortgage Lender”), or any purchaser of a Unit at a judicial or non-judicial foreclosure sale (a “Foreclosure Purchaser”) or any transfer to a party first succeeding to the interest of the Construction Mortgage Lender (provided, however, for the avoidance of doubt, this Article XX and the ROFR granted herein shall apply to any transfer to a party first succeeding to the interest of a Foreclosure Purchaser).

20.4 Subordinate Right. The Unit Owners agree and acknowledge that the ROFR set forth in this Article XX may be subject and subordinate to rights of first refusal set forth in the Declaration of Restrictions.

ARTICLE XXI GENERAL PROVISIONS

21.1 Indemnity. The Unit Owners shall each be responsible for the consequences of its own acts, errors, or omissions and for those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions, including providing its own defense. Neither party shall be liable to the other for any actions taken in good faith and on the basis of information or instructions provided by the other party.

21.2 Invalidity. The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and, in such event, all other provisions of this Declaration shall continue in full force and effect as if such invalid provision had not been included.

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

21.4 Captions. The captions in this Declaration are inserted only as a matter of convenience and for reference, and did not define, limit or describe the scope of this Declaration nor the intent of any provision of this Declaration.

21.5 Construction. If there is any conflict between the provisions of this Declaration and the provisions of the Plat or the provisions of the Bylaws, the provisions of this Declaration shall control. If there is any conflict between any provisions of the Plat and the Bylaws, the provisions of the Plat shall control.

21.6 Applicable Law. This Declaration, the Bylaws and all Condominium Documents shall be governed by and construed under the laws of the State of Wisconsin.

21.7 Waiver of Claims for Insured Loss. NOTWITHSTANDING ANYTHING IN THIS DECLARATION OR THE BYLAWS TO THE CONTRARY, EACH UNIT OWNER AND THE ASSOCIATION HEREBY WAIVES ANY CLAIM IT MAY HAVE AGAINST EACH OTHER AND THEIR RESPECTIVE TENANTS, AGENTS OR EMPLOYEES FOR SUCH PARTY, FOR LOSS OR DAMAGE TO PROPERTY TO THE EXTENT (I) SUCH LOSS OR DAMAGE TO PROPERTY RESULTED FROM A CAUSE OF LOSS THAT IS COVERED BY ANY PROPERTY DAMAGE INSURANCE CARRIED BY SUCH PARTY AS REQUIRED UNDER THE TERMS OF THIS DECLARATION OR THE BYLAWS (OR A CAUSE OF LOSS WHICH WOULD HAVE BEEN COVERED HAD SUCH PARTY MAINTAINED THE PROPERTY DAMAGE INSURANCE REQUIRED UNDER THIS DECLARATION OR THE BYLAWS), AND (II) THE AMOUNT OF SUCH LOSS OR DAMAGE TO PROPERTY EXCEEDS THE LESSER OF (A) THE DEDUCTIBLE AMOUNT UNDER SUCH PARTY'S

PROPERTY DAMAGE INSURANCE POLICY, AND (B) FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00).

21.8 No Representations and Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS DECLARATION, DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THE CONDOMINIUM. NO PERSON SHALL RELY UPON ANY REPRESENTATION OR WARRANTY FROM DECLARANT REGARDING THE CONDOMINIUM, EXCEPT AS EXPRESSLY SET FORTH IN THIS DECLARATION OR IN ANY CONVEYANCE DOCUMENT CONVEYING A UNIT TO SUCH PARTY.

21.9 Venue. Subsequent to the failure of the mediation required pursuant to Section 6.3 of this Declaration, either party may bring suit, action, or other legal proceedings arising out of this Declaration in courts having jurisdiction in Milwaukee County, Wisconsin, whether local, state, or federal. The parties hereby consent to the jurisdiction of such courts and waive any rights the parties may have to request a change of venue or a removal to another court.

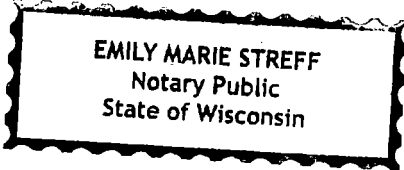
[SIGNATURES BEGIN ON FOLLOWING PAGE]

MILWAUKEE COUNTY

By: [Signature]
Name: DAVID CROWLEY
Title: COUNTY EXECUTIVE

STATE OF Wisconsin)
) SS
Milwaukee COUNTY)

Personally appeared before me this 28 day of February, 2024, the above-named David Crowley, as County Executive of Milwaukee County, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of said company.



Print Name: Emily Marie Streff
Notary Public, State of Wisconsin Emily Marie Streff
My Commission: 2/5/27

By: [Signature]
Name: GEORGE L. CHRISTENSON
Title: COUNTY CLERK

STATE OF Wisconsin)
) SS
Milwaukee COUNTY)

Personally appeared before me this 28 day of February, 2024, the above-named George L. Christenson, as County Clerk of Milwaukee County, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of said company.



Print Name: Emily Marie Streff
Notary Public, State of Wisconsin Emily Marie Streff
My Commission: 2/5/27

This Instrument drafted by
and after recording should
be returned to:

Rebecca Mitich, Esq.
Husch Blackwell LLP
511 N Broadway, Suite 1100
Milwaukee, WI 53202

EXHIBIT A

Legal Description

Lot 3 of Certified Survey Map No. 9489, recorded on May 17, 2023, as Document No. 11337752, being a redivision of Certified Survey Maps numbered 9222, 9227, and Lot 2 of 9301 in the Northeast 1/4, Northwest 1/4, Southeast 1/4, and Southwest 1/4 of the Northwest 1/4 of Section 28, and Northeast 1/4, Southeast 1/4, and Southwest 1/4 of the Northeast 1/4 of Section 29, all in Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin.

Parcel Number: 380-1010-000

EXHIBIT B

Prohibited Uses

1. Any and all uses prohibited on the Land by the Declaration of Restrictions.