

**Declaration of Condominium for  
Bergamont Senior Townhomes  
Condominium**



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**DECLARATION OF CONDOMINIUM**

**FOR**

**BERGAMONT SENIOR TOWNHOMES CONDOMINIUM**

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28<sup>th</sup> THIS DECLARATION OF CONDOMINIUM (the "Declaration") is made this day of August, 2019, by Lakestone Properties & Management LLC, a Wisconsin limited liability company ("Declarant").

**ARTICLE I**

**DECLARATION**

Declarant hereby declares that it is the sole owner of the Land (as defined in Section 2.02), together with all improvements to be constructed thereon and all easements, rights and appurtenances pertaining thereto (the "Property"), and further declares that the Property is hereby submitted to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes (the "Condominium Ownership Act" or "Act"). The purpose of this Declaration is to subject the Property to the condominium form of Ownership in the manner provided by the Act. It is intended that all provisions contained herein shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant and to its successors in interest.

**ARTICLE II**

**NAME; DESCRIPTION OF PROPERTY**

2.01 Name. The name of the condominium created by this Declaration (the "Condominium") is Bergamont Senior Townhomes Condominium.

2.02 Legal Description. The real estate comprising the Property (the "Land") is located in the Village of Oregon, County of Dane, State of Wisconsin, and is legally described on Exhibit A attached hereto and made a part hereof.

2.03 Address. The initial address of the Condominium is Unit 1 – 254 Eagle Drive, Unit 2 – 256 Eagle Drive, each in the Village of Oregon, County of Dane, State of Wisconsin.

2.04 Covenants, Conditions, Restrictions, and Easements. The Condominium shall be, on the date this Declaration is recorded, subject to, without limitation:

- (a) General taxes not yet due and payable;
- (b) Easements and rights in favor of gas, electric, telephone, water and other utilities;
- (c) All other easements, ground leases, covenants, and restrictions of record;

- (d) All municipal, zoning, and building ordinances; and
- (e) All other governmental laws and regulations applicable to the Condominium.

2.05 Definitions. Except as modified herein, the definitions contained in the Act shall govern in the interpretation of this Declaration.

### **ARTICLE III**

#### **DESCRIPTION OF UNITS**

3.01 Identification of Units. The Condominium shall initially consist of two (2) units (each, a “Unit”, and collectively, the “Units”) in the initial phase and up to sixteen (16) Units in Future Expansion for a total of eighteen (18) Units located in the buildings (each, a “Building”, and collectively, the “Buildings”) identified on the condominium plat attached hereto as Exhibit B and incorporated hereby (the “Condominium Plat”), together with the Common Elements as described in Article XV, whether constructed or not yet constructed. The Condominium Plat shows floor plans for each Unit showing the layout, boundaries, and dimensions of each Unit. The initial Units shall be identified as Units 1 through 2, inclusive, as numbered on the Condominium Plat. The Condominium shall be subject to expansion as described in Article XV. Each owner of a Unit is referred to as a “Unit Owner”.

3.02 Boundaries of Units. The Unit boundaries described below apply to each Unit and to each portion of a Unit comprised of noncontiguous areas, whether presently subject to this Declaration or hereafter added by amendment. Ceilings and floors between the various levels of a Unit are part of the Unit.

(a) Upper Boundary. The upper boundary is the plane(s) of the interior face of the framing members of the uppermost ceiling surface(s) of the Unit extended to an intersection with the perimetrical boundaries. In Units or portions of Units with vaulted ceilings, the upper boundary may include more than one plane and said planes may be sloping, whereas in Units or portions of Units with standard uppermost ceilings, the plane will be horizontal.

(b) Lower Boundary. The lower boundary is the horizontal plane of the top face of the cement foundation slab, or of the interior face of the framing members of the lower most floor of the Unit, extended to an intersection with the perimetrical boundaries.

(c) Perimetrical Boundary. The perimetrical boundaries are the vertical planes of the interior face of the framing members of the perimeter walls of the Unit extending to intersections with each other and with the upper and lower boundaries. Any wall between the various rooms of the space of a Unit, or between the Unit and another adjacent area which is part of that Unit, is not a perimeter wall.

(d) **Components Included in Units.** The Unit shall also include each of the following items that serve such Unit exclusively, whether or not located within the boundaries described in Section 3.02:

(i) **Windows, doors, and garage doors** (with all opening, closing, and locking mechanisms and all hardware) that provide direct access to or within the Unit;

(ii) **Plumbing fixtures, hot water heaters, fire sprinklers, if any, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and water or sewage lines serving more than one Unit;**

(iii) **The heating, ventilating, and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Unit to the exterior of the building, including vents for furnaces, clothes dryer, range hood, and all other exhaust fans, and such other vents appurtenant to each Unit, and condensers and all connections thereto serving each Unit.**

**3.03 Adjustment of Unit Boundaries; Separation of Units.** Boundaries between Units may be reallocated only by a duly enacted amendment to this Declaration meeting the requirements of Article XII and only upon compliance with Section 703.13(6) of the Condominium Ownership Act. No boundaries of any Units may be reallocated and no Unit may be separated hereunder without the consent of all Mortgagees (as defined in Article XI) having an interest in the Unit or Units affected.

**3.04 Ingress and Egress.** Each Unit Owner and shall have a perpetual right of ingress and egress over the Common Elements to and from such Owner's Unit. This right is appurtenant to, and shall pass with title to, each Unit.

**3.05 Unbuilt Units.** If unbuilt, a Unit shall still be considered to exist within the boundaries of such Unit as set forth on the Condominium Plat. The Unit Owners of all Units within any Building not yet constructed shall have the right, at their sole cost and expense, to construct such Building in accordance with the Condominium Plat. Until such Building has been substantially completed, such Unit Owners shall bear the entire cost of construction, maintenance, repair, and insurance of the Building and shall maintain builder's risk insurance for such Building. Upon substantial completion of any Building, the Unit Owners thereof shall notify the Association, at which point such portions of the Building that are Common Elements shall be maintained, repaired, replaced, and insured by the Association, and the costs thereof shall be Common Expenses. A Building shall be considered "substantially complete" if it houses any Unit for which an occupancy permit has been issued.

## **ARTICLE IV**

## COMMON ELEMENTS

4.01 Common Elements. The Common Elements include the Land and all other parts of the Condominium not contained within the Units including, without limitation, building structural components, roofs, building exteriors, sidewalks, yards, common grounds lighting, landscaping, seasonal shelter house, private roads (including Eagle Drive) and all other improvements or amenities not located within the Units.

4.02 Limited Common Elements. Each Unit Owner shall be entitled to the exclusive possession and use of any entranceway stoop, patio, deck, enclosed porch, balconies, driveway, outdoor parking area and any other fixture improvement or area designed to serve the single Unit which is expressly designated as being a Limited Common Element appertaining to the Unit in the Condominium Plat or in this Declaration, or which is constructed by the Unit Owner pursuant to the Association's rules and regulations. Each Unit Owner shall also be entitled to the exclusive possession and use of the mailbox and any newspaper box designated for the Unit and any outdoor lighting in the Unit entranceway areas operated by and billed directly to the Unit Owner. Subject to approval by the Association, Unit Owners may maintain landscaping within the Limited Common Elements. Notwithstanding the above, underground utilities including, but not limited to sewer laterals running underneath Limited Common Elements shall be Common Elements.

## ARTICLE V

### PERCENTAGE INTERESTS; VOTING

5.01 Percentage Interests. The undivided percentage interest in the Common Elements appurtenant to each Unit for all purposes other than the division of condemnation or insurance proceeds under Articles IX and X shall be equal to a fraction, the numerator of which is one (1) and the denominator of which is the number of Units in the Condominium.

5.02 Percentage Interest for Condemnation Proceeds. For the purposes of establishing a Unit Owner's percentage of condemnation awards in the event the Condominium is completely destroyed or taken by eminent domain and is not reconstructed, as set forth in Articles X, each Unit Owner shall have a percentage interest in the condemnation proceeds equal to a fraction, the numerator of which is the square footage of such Unit and the denominator of which is the square footage of all Units in the Condominium. For purposes of this computation, such square footage shall include the square footage of decks and/or balconies which are limited common elements appurtenant to such Units.

5.03 Percentage Interest for Insurance Proceeds. A Unit Owner's percentage interest of insurance proceeds in the event the Condominium is completely destroyed and is not reconstructed pursuant to Section 9.02 shall be determined by comparing the assessed value (as of the most recent past assessment date) for real estate tax purposes ("Assessed Value") of each Unit to the sum of the Assessed Value of all Units.

5.04 Conveyance, Lease or Encumbrance of Percentage Interest. Any deed, mortgage, lease or other instrument purporting to convey, encumber or lease any Unit shall be deemed to include all Limited Common Elements appurtenant to such Unit and the Unit Owner's undivided percentage interest in the Common Elements and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein.

5.05 Voting. The vote of each Unit at meetings of the Association (as defined in Article VI) shall be equal to one vote per Unit. Each Unit shall be entitled to one vote, regardless of whether such Unit is vacant or under construction.

5.06 Multiple Owners. If there are multiple Unit Owners of any Unit, then any vote allocated to such Unit may be cast proportionately among the multiple Unit Owners in accordance with their respective percentage of ownership, unless the multiple Unit Owners have designated a single Unit Owner to exercise the vote appertaining to their Unit and shall file written notice of such designation with the secretary of the Association, in which case the vote cast by a person so designated shall be deemed to be the unanimous act of the multiple Unit Owners.

5.07 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 has been furnished to the secretary of the Association. The bylaws of the Association may contain a provision prohibiting any Unit Owner from voting 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.

## ARTICLE VI

### CONDOMINIUM ASSOCIATION

6.01 General. Following the conveyance of the first Unit to any person other than Declarant, all Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as the Bergamont Senior Townhomes Condominium Unit Owners Association, Inc. (the "Association"), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities and Limited Common Elements of the Condominium. The Association shall be incorporated as a non-stock corporation under the laws of the State of Wisconsin. Each Unit Owner and the occupants of the Units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration, and the bylaws, rules and regulations of the Association. The powers and duties of the Association shall include those set forth in the Association's articles of incorporation (the "Articles") and bylaws (the "Bylaws"), the Condominium Ownership Act, this Declaration and Chapter 181, Wisconsin Statutes (the "Wisconsin Nonstock Corporation Law").

6.02 Declarant Control. Except as provided in Section 703.15 (2)(d), Wisconsin Statutes, as amended, Declarant reserves the right to appoint and remove officers and directors of the Association and to exercise the powers and responsibilities of the Association, its members, and its directors until the earlier of either of the following shall occur: (i) expiration of ten (10) years from

the date the first Unit is conveyed by the Declarant to any person other than the Declarant; or (ii) thirty (30) days after conveyance of seventy-five percent (75%) of the Common Elements to purchasers of Units in the Condominium. During this period, Declarant shall have the full and exclusive right to take all action on behalf of the Association, including but not limited to, the right to (a) make contracts and agreements on behalf of the Association for maintenance, operation, and management of the Condominium, (b) determine, levy, and collect assessments, (c) grant easements, and (d) enact and enforce rules and regulations for the use of the Condominium. Any contracts or agreements entered into by Declarant on behalf of the Association with Declarant or an affiliate of Declarant shall not extend for a period exceeding one (1) year; provided, however, that such contracts or agreements may be automatically renewable if a reasonable period for giving notice of termination is provided at the end of each term. Notwithstanding the foregoing, this provision shall not apply to any lease, the termination of which would terminate the Condominium.

6.03 Termination of Declarant Control; Board of Directors. Upon termination of the above-specified period, or upon the earlier, voluntary relinquishment of control by Declarant, control of the Association shall be turned over to the Unit Owners. Notwithstanding any provision to the contrary, Declarant reserves the following rights: (i) to continue any unfinished development work on any unsold Unit and on the Limited Common Elements and Common Elements (including obtaining any necessary easements therefor); (ii) to conduct promotional and sale activities using unsold Units and the Limited Common Elements and Common Elements, which activities shall include but need not be limited to maintaining advertising signs; and (iii) to do all other acts Declarant shall deem reasonably necessary in connection with the development and sale of the remaining Units; provided, however, any such acts shall not violate the right of the Unit Owners or their Mortgagees or unreasonably interfere with the use and enjoyment of the Units, Limited Common Elements, or Common Elements. Furthermore, Declarant shall be responsible for any damages resulting from the exercise of such right. Declarant shall also have the right to grant easements over, through, or under any part of the Condominium for the benefit of the Condominium as a whole or any part thereof.

6.04 Maintenance and Repairs; Easements for Access to Units. The Association shall be responsible for the management and control of the Common Elements and shall maintain the same in good, clean and attractive order and repair. The Association shall be responsible for maintenance of any and all landscaping and vegetation growing within the Condominium, for maintaining the landscaping of the Common Elements and for snow plowing and maintenance of all private streets and driveways and maintenance of storm water detention basins within the Condominium. Each Unit Owner shall be responsible for the cleaning (excluding snow removal) of the Limited Common Elements appurtenant to its Unit and the cleaning, maintenance, repair and replacement of its Unit (including the electrical, heating, gas 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, gas or air conditioning systems) and any patio, deck or balcony that constitutes a Limited Common Element appurtenant to the specific Unit, except to the extent any repair cost is paid by the Association's insurance policy described in Section 8.01. The Association shall be responsible for repair and maintenance of all other Limited Common Elements. Costs for maintenance and repair of other Limited Common Elements shall be the responsibility of the Association. The Association shall have an easement to enter any Unit upon reasonable notice to the Owner for the purpose of

gaining access to any Common Element for the purpose of maintaining, replacing or repairing the same. The Association shall repair any damage caused by such access. Furthermore, each Unit Owner shall have an easement to enter any neighboring Unit upon reasonable notice to the neighboring Unit Owner and the Association for the purpose of gaining access to the Unit Owner's mechanical and plumbing equipment for the purpose of maintaining, repairing or replacing the same, if such equipment is not otherwise accessible. All entries by one Unit Owner into a neighboring Unit shall be made under the Association's supervision and in the presence of an Association officer. The Unit Owner exercising the right of access under such easement shall repair any damage caused by such access. If the Unit Owner fails to repair such damage, the Association shall repair the damage and specially assess the cost thereof to the Unit Owner under Section 6.07.

6.05 Common Expenses. Any and all expenses incurred by the Association in connection with the management of the Condominium, maintenance of the Common Elements (exclusive of maintenance of certain Limited Common Areas described in Section 6.04 hereof (i.e., decks, balconies and storage areas)) and administration of the Association shall be deemed to be common expenses (the "Common Expenses"), including, without limitation, expenses incurred for: insurance premiums; a reserve fund for maintenance, repairs and replacements of Common Elements; landscaping and lawn care; snow shoveling and plowing; improvements to the Common Elements; common grounds security lighting; municipal utility services; trash collection; and maintenance and management salaries and wages.

6.06 General Assessments. The Association shall levy monthly general assessments (the "General Assessments") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The amount of each General Assessment shall be assessed against the Unit Owners in proportion to their percentage interests as determined under Section 5.01 hereof. General Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest and costs of collection (which include, without limitation, reasonable attorneys' fees), shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act. The Unit Owner shall be personally liable for all unpaid assessments, interest and costs of collection. This liability shall not terminate upon transfer of ownership or upon abandonment by the Unit Owner. Assessments shall be paid without offset or deduction. No Unit Owner may withhold payment of any assessment or any part thereof because of any dispute which may exist among a Unit Owner, the Association, the Declarant or any of them. Rather, the Unit Owner shall pay all assessments pending resolution of any dispute.

Notwithstanding the foregoing, Units not yet sold by Declarant shall not be subject to General Assessments. If, however, during the period of Declarant control the General Assessments against any Unit not owned by Declarant would exceed the amount set forth in the budget per unit (excluding any portion of General Assessments to fund reserves), Declarant shall either (a) record a document to cause its Units to be subject to General Assessments, or (b) pay to the Association the amount necessary to cause the General Assessments against the Units not owned by Declarant to be reduced to the amount set forth in the budget per Unit (excluding any portion of General



Assessments used to fund reserves). Furthermore, if the Association has established a statutory reserve account (a) no reserve fund assessments shall be levied against any Unit until a certificate of occupancy has been issued for that Unit, and (b) payment of any reserve fund assessments against any Unit owned by Declarant may be deferred until the earlier to occur of (i) the first conveyance of such Unit, or (ii) five years from the date exterior construction of the Building in which the Unit is located has been completed.

6.07 Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Unit Owners for deficiencies in the case of destruction or condemnation as set forth in Section 9.06 and Section 10.05; for defraying the cost of improvements to the Common Elements, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest and costs of collection (which include, without limitation, reasonable attorneys' fees), shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act. The Unit Owner shall be personally liable for all unpaid assessments, interest and costs of collection. This liability shall not terminate upon transfer of ownership or upon abandonment by the Unit Owner. Assessments shall be paid without offset or deduction. No Unit Owner may withhold payment of any assessment or any part thereof because of any dispute which may exist among a Unit Owner, the Association, the Declarant or any of them. Rather, the Unit Owner shall pay all assessments pending resolution of any dispute.

6.08 Common Surpluses. In the event that the surpluses of the Association (the "Common Surpluses") should be accumulated, other than surpluses in any construction fund as described in Section 9.07 and Section 10.07, such Common Surpluses may be credited against the Unit Owners' General Assessments in proportion to their respective percentage interests under Section 5.01 to the extent that such surplus results from General Assessment for Common Expense. Common Surplus may be used for any other purpose as the Association may determine.

6.09 Certificate of Status. The Association shall, upon the written request of an owner, purchaser or Mortgagee of a Unit, issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

6.10 Management Services. The Association shall have the right to enter into a management contract with a manager selected by the Association (the "Manager") under which services may be provided to the Unit Owners to create a community environment for the entire Condominium community. Such services may include, without limitation, provision of activity programs, community lounges, and housekeeping services. Certain of such services may be available only on a fee-for-service basis by agreement between the Manager and the individual Unit Owners. All amounts payable by the Association to the Manager under the management contract shall be chargeable to the Owners as a Common Expense. The management contract shall be subject to termination by the Association under Wis. Stat. §703.35.

## ARTICLE VII

### USE RESTRICTIONS

7.01. Single-Family Residences. All units shall be used for single-family residential purposes and for no other purpose other than those designated herein; provided, however, that the Declarant shall be entitled to use Units owned by Declarant as models and for sale activities. A Unit shall be deemed to be used for "single-family residential purposes" if it is utilized as a residence by no more than one family. The definition of the word "family" shall be the same as the definition of the word "family" contained in the General Ordinances of the Village of Oregon, Wisconsin.

7.02. Housing for Older Persons. All Units shall also be used for housing for older persons. A Unit shall be deemed to be used for "housing for older persons" if the head of household in the unit is fifty-five (55) years of age or older.

7.03. Effect of Bylaws, Rules and Other Restrictions. In addition to the restrictions set forth herein, each Unit shall be subject to any provisions regarding use set forth in the Bylaws or any rules promulgated thereunder. Each Unit Owner shall have exclusive ownership and possession of its Unit subject to the provisions of municipal zoning ordinances, this Declaration, the Condominium Ownership Act, the Articles and Bylaws, and rules and regulations promulgated by the Declarant or the Association.

7.04. Exterior Maintenance and Repair. No Unit anywhere within the Condominium shall be permitted to fall into disrepair, and each Unit shall at all times be kept in good condition and repair. If any Unit Owner shall permit any Unit to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, the Association, upon fifteen (15) 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 prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit Owner's Unit for the purpose of doing so, and such Unit Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be an assessment and shall create a lien enforceable in the same manner as other assessments as set forth in Article VI. The Unit Owner of the offending property shall be personally liable, and such Unit Owner's Unit may be subject to a mechanic's lien, for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each Unit Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be added to the amounts payable by such Unit Owner as assessments under Article VI.

## ARTICLE VIII

### INSURANCE

8.01 Fire and Extended Loss Insurance. The board of directors of the Association shall obtain and maintain fire, casualty, and extended loss insurance coverage for the entire

Condominium, including all Units, Common Elements, Limited Common Elements, fixtures, building service equipment and supplies, and personal property owned by the Association. With respect to a Unit, the Association's insurance coverage shall cover only those portions of a Unit that were constructed by Declarant, including any construction upgrades but not including any improvements subsequently made by the Owner following completion of construction of the Unit. The Condominium shall be insured for not less than the full replacement value thereof, except the Association shall not be required to obtain personal property insurance covering any personal property owned by any Unit Owner, nor shall the Association be required to obtain any insurance coverage for any improvements to any Unit beyond those portions of the Unit that were included as part of the Units as originally constructed. Insurance coverage shall be reviewed and adjusted by the board of directors of the Association from time to time to ensure the required coverage is at all times provided. The insurance shall be written on the Condominium in the name of the Association as insurance trustee for the individual Unit Owners in their respective percentage interests determined under Section 5.03. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure its own Unit for personal benefit, provided such Unit Owner's own insurance coverage shall be excess coverage only and the insurance obtained by the Association, as herein required, shall at all times be primary coverage. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article IX.

8.02 Public Liability Insurance. The board of directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least \$1,000,000 per occurrence for personal injury and/or property damage. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers. Such insurance policy shall contain a "severability of interest" or cross-liability endorsement which shall preclude the insurer from denying the claim of the Association because of the negligent acts of the Unit Owners. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to obtain liability insurance to insure its own Unit for its own personal benefit.

8.03 Fidelity Insurance. The Association shall require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be named insured, and the insurance shall be in an amount of not less than fifty percent (50%) of the Association's annual operating expenses and reserves.

8.04 Unit Owners' Insurance. Each Unit Owner shall insure the personal property in his or her respective Unit and any insurable portion of the Unit not covered by the Association's insurance as specified herein and nothing shall prohibit the Unit Owners from maintaining insurance with limits in excess of those maintained by the Association or with additional insured risks. Unit Owners are encouraged to submit copies of the disclosure materials to their insurance carriers in

order to ensure adequate property and liability coverages on their personal property, Units and Limited Common Elements appurtenant to such Units.

8.05 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner each hereby release each other to the extent of any perils to be insured against by either of the parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party or persons for whose acts or negligence the other party is responsible. All insurance policies to be provided under this Article VIII by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy.

## ARTICLE IX

### RECONSTRUCTION, REPAIR OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION

9.01 Association as Attorney-in-Fact. The Association is hereby designated to represent all Unit Owners and Mortgagees in any proceedings, negotiations, settlements or agreements with the Condominium insurer with respect to any damage or destruction of any part or all of the Condominium and with respect to any losses or proceeds resulting therefrom. Each Unit Owner, by such Unit Owner's acceptance and recording of the deed to such Unit Owner's Unit, specifically appoints the Association as the Unit Owner's attorney-in-fact for these purposes.

9.02 Determination to Reconstruct or Repair. If all or any part of the Condominium becomes damaged or is destroyed by any cause, the damaged Property shall be repaired or reconstructed except as herein specifically provided otherwise. If the cost to repair or reconstruct the damaged Property is greater than the available insurance proceeds, the damaged Property shall be repaired or reconstructed unless within thirty (30) days of the date the Association notifies the Unit Owners and Mortgagees with respect to the repair or reconstruction estimates it has received, the Unit Owners having seventy-five percent (75%) or more of the votes (one vote per Unit), and sixty-seven percent (67%) of the first Mortgagees (one vote per mortgaged Unit) consent in writing to not repair or reconstruct the damaged Property and instead, to subject the Condominium to partition.

9.03 Plans and Specifications. Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications contained in the Condominium Instruments, unless:

- (a) The Board of Directors of the Association and a majority of the Mortgagees (one vote per mortgaged Unit) approve and authorize the variance in the case of reconstruction of or repair to the Common Elements; or

(b) The Board of Directors of the Association, the respective Unit Owner of the damaged Unit, and the Mortgagee of the damaged Unit approve and authorize the variance in the case of reconstruction of or repair to a Unit.

In the event that a variance from the maps, plans, and specifications contained in the Condominium Instruments is authorized and approved, amendments to the Condominium Instruments shall be recorded by the Association setting forth such authorized variance.

9.04 Responsibility for Repair. In all cases after a casualty has occurred which is insured by the Association as provided in Section 8.01, the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

9.05 Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee pursuant to Section 8.01 shall first be disbursed by the Association for the repair or reconstruction of the damaged Common Elements, and then for the repair or reconstruction of damaged Units in proportion to the respective costs of reconstruction and repair of each said Unit. The Association shall have no responsibility to repair, reconstruct, or replace any improvements which were made to any Unit subsequent to completion of the Unit by Declarant or any Personal Property of any Unit Owner. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless the Association has determined to not rebuild pursuant to Section 9.02 and the Condominium Property is partitioned as set forth in Section 9.08, or unless there is a surplus of insurance proceeds after the damaged Condominium Property has been completely restored or repaired as set forth in Section 9.07.

9.06 Assessments for Deficiencies in Construction Fund. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Assessments for damage to Common Elements shall be in proportion to each Unit Owner's percentage interest in the Common Elements, and individual Unit Owners shall be assessed for any costs of reconstructing and repairing their respective Units to the extent said costs are not defrayed by the insurance proceeds. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

9.07 Surplus in Construction Fund. It shall be presumed that the first monies disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the construction fund after payment of all costs of reconstruction or repair, such balance shall be proportionately distributed to the Unit Owners of such Units to the extent that such balance is due to a deficiency assessment levied against such Unit Owners for the cost of reconstruction or repair to their respective Units. In all other cases, such balance shall be divided among the Unit Owners according to their percentage interests in the Common Elements and shall be distributed in accordance with the priority of interests in each Unit.

9.08 Partition and Sale Upon Consent. If the Unit Owners having seventy-five percent (75%) or more of the votes (one vote per Unit) , and at least sixty-seven (67%) of the first Mortgagees (one vote per mortgaged Unit) consent in writing to subject the Condominium to an action for partition, as provided in Section 10.08, the Association shall record with the office of the Register of Deeds for Dane County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Property shall be subject to an action for partition. In the case of partition, the net proceeds of sale together with any net proceeds of the Condominium insurance shall be considered as one fund and shall be divided among the Unit Owners according to their Insurance Percentage Interests and shall be distributed in accordance with the priority of interests in each Unit.

## ARTICLE X

### TAKING UNDER THE POWER OF EMINENT DOMAIN

10.01 Association as Attorney-in-Fact. The Association is hereby designated to represent all Unit Owners and Mortgagees in any proceedings, negotiations, settlements or agreements with respect to the taking of all or part of the Condominium under the power of eminent domain and with respect to any damages awarded therefor. Each Unit Owner, by such Unit Owner's acceptance and recording of the deed to such Unit Owner's Unit, specifically appoints the Association as the Unit Owner's attorney in fact for these purposes.

10.02 Allocation of Award. Any damages for a taking of all or part of a Condominium shall be awarded as follows:

(a) The entire award for the taking of all or part of a Unit and for consequential damages to the Unit shall be allocated to the respective Unit Owner.

(b) Any award for the taking of Limited Common Elements shall be allocated to the Unit Owners of the Units to which the use of those Limited Common Elements is restricted in proportion to their respective percentage interests in the Common Elements.

(c) The award and any net proceeds from the sale of any other Common Elements of the Condominium shall be allocated as set forth in Section 10.08 below if the Common Elements are not reconstructed and the Condominium is subjected to partition.

All damages awarded shall be distributed in accordance with the priority of interests at law or in equity in each Unit.

10.03 Determination to Reconstruct. Following the taking of all or part of the Common Elements, the Common Elements shall be restored or reconstructed except as herein provided. If the extent of the taking makes reconstruction or restoration impractical, the Common Elements shall not be restored or reconstructed if within thirty (30) days of the date the Association notifies the Unit Owners and Mortgagees with respect to the reconstruction estimates it has received, the Unit Owners having seventy-five percent (75%) or more of the votes (one vote per Unit) , and sixty-seven percent

(67%) of the first Mortgagees (one vote per mortgaged Unit) shall consent in writing not to reconstruct the Common Elements taken.

10.04 Plans and Specifications. Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans and specifications contained in the Condominium Instruments, unless seventy-five percent (75%) of the Unit Owners and sixty-seven percent (67%) of the first Mortgagees (one vote per mortgaged Unit) shall authorize a variance from such plans and specifications. An amendment to the Condominium Instruments shall be recorded by the Association setting forth such authorized variances.

10.05 Responsibility for Reconstruction. In all cases after a taking of all or part of the Common Elements, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

10.06 Assessments for Deficiencies in Construction Fund. If the condemnation award for the taking of the Common Elements is not sufficient to defray the costs of reconstruction by the Association, assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments shall be in proportion to each Unit Owner's percentage interest in the Common Elements and shall constitute a Common Expense.

10.07 Surplus in Construction Fund. It shall be presumed the first monies disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a balance in a construction fund after payment of all costs of construction, such balance shall be divided among all Unit Owners in proportion to their percentage interest in the Common Elements and shall be distributed in accordance with the priority of interests in each Unit.

10.08 Partition and Sale Upon Consent. If the Unit Owners having seventy-five percent (75%) or more of the votes (one vote per Unit), and sixty-seven percent (67%) of the first Mortgagees (one vote per mortgaged Unit) consent in writing to subject the Condominium to an action for partition, the net proceeds of the sale together with the award for taking shall be considered as one fund and shall be divided among the Unit Owners in proportion to their Insurance Percentage Interests and shall be distributed in accordance with the priority of interests at law or in equity in each Unit.

10.09 Percentage Interests Following Taking. The taking of all or part of a Unit shall not include the percentage interests appurtenant to the Unit. Following the taking of any part of any Unit, the percentage interests appurtenant to that Unit and all other Units remaining in the Condominium shall be the percentage obtained upon dividing the remaining square footage of each respective Unit remaining in the Condominium by the sum of the remaining square footage of all Units remaining in the Condominium.

10.10 Voting Following Taking. A taking of all or part of a Unit shall not include the vote appurtenant to the Unit. Following the taking of part of a Unit, the votes appurtenant to that Unit shall be appurtenant to the remainder of that Unit, and following the taking of all of a Unit, the right to vote appurtenant to the Unit shall terminate.

## ARTICLE XI

### MORTGAGEES

11.01 Notice. Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Unit (the "Mortgagee") that has so requested the Association in a writing received by the Association as agent for service of process shall be entitled to receive notice of the following matters:

(a) The call of any meeting of the membership or the board of directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles or the Bylaws.

(b) Any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles or Bylaws or any rules and regulations.

(c) Any condemnation or casualty loss to the Common Elements in an amount exceeding One Hundred Thousand Dollars (\$100,000).

(d) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

11.02 Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of Article XI of this Declaration, neither Article XI nor any Section of this Declaration requiring the approval of any Mortgagee to any action shall be amended unless all Mortgagees have given their prior written approval.

11.03 Condominium Liens. In the event a mortgagee of a mortgage of record recorded prior to the making of an assessment obtains title to the Unit as a result of foreclosure of a mortgage or as a result of a conveyance in lieu of foreclosure, such mortgagee or its successors and assigns shall not be liable for the assessments by the Association pertaining to such Unit or chargeable to the former Unit Owner, which assessments became due prior to the acquisition of title. Such unpaid share of assessments shall be deemed to be a Common Expense collectible proportionately from all of the Unit Owners.

## ARTICLE XII

### AMENDMENT

Except as otherwise provided by the Condominium Ownership Act with respect to termination of the Condominium form of ownership, this Declaration may be amended with the written consent of not less than sixty-seven percent (67%) of the Unit Owners (who shall together hold not less than sixty-seven percent (67%) of the total voting interests held by all Unit Owners), or



such greater percentage that may be required under the Wisconsin Condominium Ownership Act. No Unit Owner's written consent shall be effective unless it is approved by each Mortgagee (if any) of such Unit. So long as the Declarant maintains control of the Association pursuant to Section 6.02, the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Dane County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association. Until such time as the first Unit is conveyed, this Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions.

## **ARTICLE XIII**

### **REMEDIES**

The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of the Declaration, either to restrain or cure the violation or to recover damages, or both, for a period which shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and in the event the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30) day period, thereafter such petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article VI), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30) day period for consideration of the petition by the Association. The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorneys' fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay for all costs of enforcement, and secondly to the owners of the Units damaged by the violation pro rata.

## **ARTICLE XIV**

### **GENERAL**

14.01 Utility Easements. The Declarant hereby reserves for the Association acting, by and in the discretion of its board of directors, the right to grant to Village of Oregon and County of Dane or public or semi-public utility companies, easements and rights-of-way for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone and for other purposes, for sewers, stormwater drains and basins, gas mains, water pipes and mains, streets and similar services and for performing any public or quasi-public utility function that the board of directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as possible in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

14.02 Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the agent for service of process specified in Section 14.05. All owners shall provide the secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him.

14.03 Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or unenforceability of the remaining portion of said provision or of any other provision hereof.

14.04 Declarant Access. During any period of construction of buildings and other improvements on the Land by the Declarant, and during any period of replacement or repair of any Common Elements, the Declarant and its contractors, and subcontractors, and their respective agents and employees, shall have access to all Common Elements as may be required in connection with said construction, replacement or repair, and shall have easements for the installation, construction, replacement and repair of buildings, utilities, driveways, parking areas, landscaping and other repairing or servicing of all or any part of the Condominium.

14.05 Agent for Service of Process. The Association's agent for service of process in any action against the Association or brought under the Condominium Ownership Act shall be designated by the Association pursuant to its bylaws. The designation of such person as agent shall become effective upon the execution and filing of a statement of change of registered agent with the Department of Financial Institutions as provided in the Condominium Ownership Act and the Wisconsin Nonstock Corporation Law. Initially, the registered agent shall be Brett Riemen.

14.06 Assignment of Declarant's Rights. The rights granted to the party named as "Declarant" in this Declaration may be assigned by a written, recorded instrument to any other party who assumes such rights, and, upon the recording of any such instrument, such assignee shall

become, and succeed to all rights and powers granted to, "Declarant" under this Declaration.

## ARTICLE XV

### EXPANSION

15.01. Reservation of Right. Declarant hereby reserves the right to expand the Condominium by adding all or a portion of the property described on Exhibit B as Future Expansion attached hereto. Such right to expand may be exercised from time to time within ten (10) years from the date of recording of this Declaration with the Dane County Register of Deeds office. Any such expansion shall be in the sole discretion of Declarant, and no Unit Owner or other person shall have the right to require the same.

15.02. Number, Location and Style of Units. The maximum number of additional "Future Expansion" Units shall be 16. The Units shall be located in buildings as shown on Exhibit B as Future Expansion, provided, however, that Declarant reserves the right to change the location if required to achieve the best development in the opinion of the Declarant.

15.03 Effect on Percentage Interest in Common Elements. The percentage interests of the Units in the Common Elements, the liabilities for Common Expenses and the rights to Common Surpluses following each addition of property to the Condominium shall be determined in a manner consistent with Article 5 hereof. The number of votes appurtenant to each Unit following the addition of any property to the Condominium shall be one (1).

15.04 Effective Date of Expansion. The Condominium shall be deemed expanded when an amendment to this Declaration is recorded in the Dane County Register of Deeds office, which amendment shows the new percentage interests of the Unit Owners and the votes which each Unit Owner may cast in the Condominium as expanded, and when an amendment to the Condominium Plat is recorded as required in Section 703.26, Wisconsin Statutes, as amended.

15.05 Effect of Expansion. Upon the recording of an amendment to the Declaration and Condominium Plat, each Unit Owner, by operation of law, shall have the percentage interests in the Common Elements, liabilities in the Common Expenses, right to Common Surpluses, and shall have the number of votes set forth in the Declaration amendment. Following any such expansion, the interest of any Mortgagee shall attach, by operation of law, to the new percentage interests in the Common Elements appurtenant to the Unit on which it has a lien. Declarant shall have an easement over, through and under the existing Common Elements to facilitate the expansion; provided, however, any damage to the Common Elements because of Declarant's use of the easement shall be Declarant's responsibility.

[Signature Pages Follow]

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed as of the date first written above.

**DECLARANT**

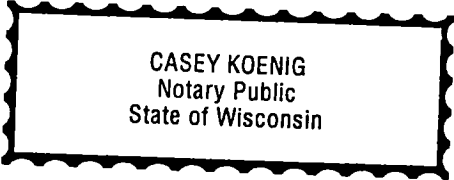
**Lakestone Properties & Management LLC**

By: [Signature]  
Name: Brett Riemen  
Title: Member

**ACKNOWLEDGMENT**

STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF DANE        )

Personally came before me this 27<sup>th</sup> day of August, 2019, the above-named Brett Riemen, to me known to be member of Lakestone Pool, who executed the foregoing instrument, and acknowledged the same on behalf of said corporation.



[Signature]  
Notary Public  
State of Wisconsin  
My Commission expires: 12/10/22

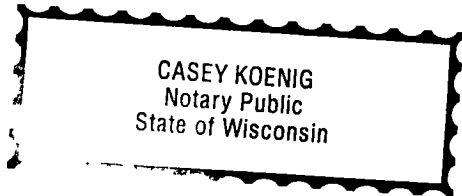
In witness thereof the first mortgage holder, Oregon Community Bank, pursuant to Wis. Stats. 703.09(1c) hereby consents and agrees to submit this property to the condominium form of ownership as provided in Chapter 703

**Oregon Community Bank**

By: Steve Peatler  
Name: STEVE PEATLER  
Title: PRESIDENT AND CEO

STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF DANE        )

Personally came before me this 28 day of August, 2019, the above-named Steve Peatler, to me known to be the President/CEO of Oregon Community Bank, who executed the foregoing instrument, and acknowledged the same on behalf of said company.



[Signature]  
Notary Public  
State of Wisconsin  
My Commission expires: 10/10/20

This document was drafted by,  
and should be returned to:  
Brody C. Richter, Esq.  
DeWitt LLP  
2 E. Mifflin Street, Suite 600  
Madison, WI 53703

There are no objections to this condominium with respect to Chapter 703, Wis. Stats., and it is hereby approved for recording.

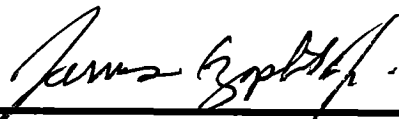
Dated this 27<sup>th</sup> day of August, 2019.

VILLAGE OF OREGON

By: Peggy Sk Haag  
Name: Peggy Sk Haag  
Title: Village Clerk

There are no objections to this condominium with respect to Sec. 703 Wis. Stats. and is hereby approved for recording.

Dated this 28 day of AUGUST, 2019



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Dane County Planning and Development

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

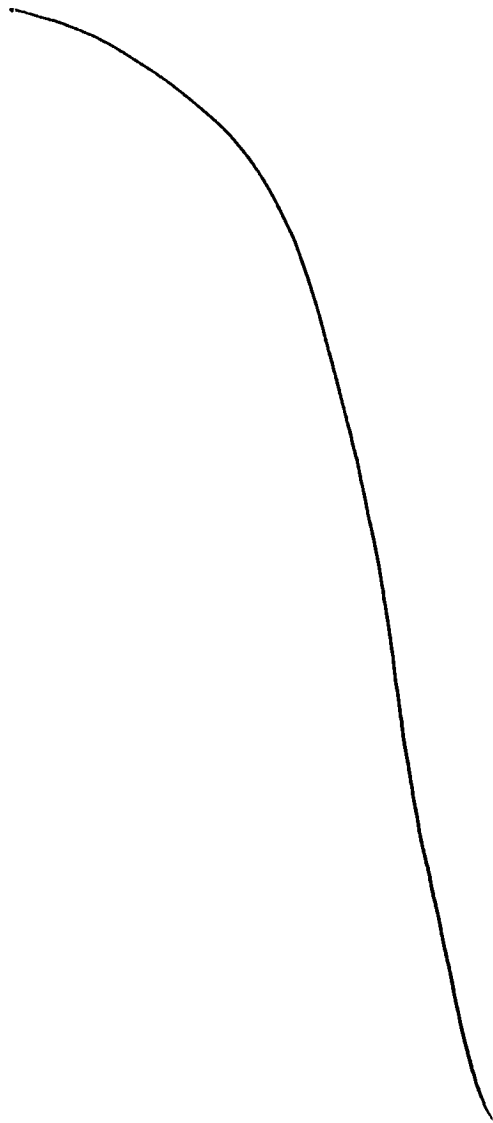
Lot 499 of The Bergamont, recorded as Document Number 3754274 of Dane County Records in Volume 58-030A of Plats on Pages 160 through 172, being located in the Northwest one-quarter of the Northwest one-quarter of Section 11, Township 5 North, Range 9 East, Village of Oregon, Dane County, Wisconsin.



**EXHIBIT B**

**CONDOMINIUM PLAT**

[See Attached]



**BERGAMONT SENIOR TOWNHOMES CONDOMINIUM**

LOT 499, THE BERGAMONT, BEING LOCATED IN THE NW 1/4 OF THE  
NW 1/4 OF SECTION 11, TOWN 5 NORTH, RANGE 9 EAST, VILLAGE OF  
OREGON, DANE COUNTY, WISCONSIN

LEGAL DESCRIPTION

Lot 499 of The Bergamont, recorded as Document Number 3754274 of Dane County Records in Volume 58-030A of Plats on Pages 160 through 172, being located in the Northwest one-quarter of the Northwest one-quarter of Section 11, Township 5 North, Range 9 East, Village of Oregon, Dane County Wisconsin County, Wisconsin

BEING SUBJECT TO all easements and agreements, if any, of record and/or fact

The above described parcel is shown on the map on Sheet 1 hereof and by this reference made a part hereof

OWNER'S CERTIFICATE:

Lakestone Properties & Management LLC, a Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby consent to the surveying and designation of the Units, Common Elements and Limited Common Elements as shown herein

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019

Lakestone Properties & Management, LLC

By \_\_\_\_\_ Title \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_

STATE OF \_\_\_\_\_) SS

COUNTY OF \_\_\_\_\_)

Personally came before me this \_\_\_\_ day of \_\_\_\_\_

2019, the above named \_\_\_\_\_ and

\_\_\_\_\_, to me known to be the persons who executed the foregoing instrument and acknowledged the same

\_\_\_\_\_  
(Print Name)

Notary Public, \_\_\_\_\_ County, \_\_\_\_\_  
(State)

My commission expires \_\_\_\_\_

(Ink Seal)

CONSENT OF CORPORATE MORTGAGEE:

Oregon Community Bank, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping, and dedication of the land described on this map, and does hereby consent to the above certificate of Lakestone Properties & Management LLC, owner

IN WITNESS WHEREOF, the said Oregon Community Bank has caused these presents to be signed by

\_\_\_\_\_, its President, and

countersigned by \_\_\_\_\_, its Secretary

(cashier), at \_\_\_\_\_, Wisconsin, and its

corporate seal to be hereunto affixed on this \_\_\_\_\_ day

of \_\_\_\_\_, 20\_\_

In the presence of

\_\_\_\_\_ (Corporate Seal)

\_\_\_\_\_ Date \_\_\_\_\_

By  
President

\_\_\_\_\_ Date \_\_\_\_\_

By  
Secretary (Cashier)

STATE OF WISCONSIN)  
\_\_\_\_\_ COUNTY) SS

Personally came before me this \_\_\_\_ day of \_\_\_\_\_

20\_\_\_\_, \_\_\_\_\_, its President, and

countersigned by \_\_\_\_\_, its Secretary (cashier) of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary(cashier) of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority

(Notary Seal) \_\_\_\_\_ Notary Public, \_\_\_\_\_ Wisconsin

My commission expires \_\_\_\_\_

VILLAGE OF OREGON APPROVAL CERTIFICATE:

This condominium plat, including any dedications shown hereon, has been filed with and approved by the Village Board of the Village of Oregon, Dane County, Wisconsin

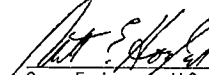
Dated this \_\_\_\_ day of \_\_\_\_\_, 2019

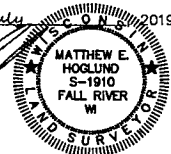
Name \_\_\_\_\_ Title \_\_\_\_\_

SURVEYOR'S CERTIFICATE:

I, Matthew E. Hoglund, Professional Land Surveyor of the State of Wisconsin, do hereby certify to the best of my knowledge and belief, that, in accordance with Chapter 703.11(4) of the Wisconsin Statutes and Village of Oregon Land Division Code Chapter 18.06(4), this plat is a correct representation of the condominium herein described and that that the location of each unit, common elements and easements can be determined from the plat

Dated this 29th day of July, 2019

  
Quam Engineering, LLC  
By: Matthew E. Hoglund  
S-1910



There are no objections to this condominium with respect to Sec 703 Wis Stats and is hereby approved for recording

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

Dane County Planning and Development

REGISTER OF DEEDS CERTIFICATE

Received for recording this \_\_\_\_ day of \_\_\_\_\_

20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_M and recorded in

Volume \_\_\_\_ of \_\_\_\_\_ on Pages \_\_\_\_\_

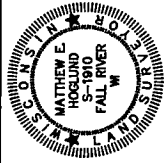
as Document No \_\_\_\_\_

\_\_\_\_\_  
Kristi Chlebowski, Dane County Register of Deeds

CONDOMINIUM PLAT OF  
BERGAMONT SENIOR TOWNHOMES CONDOMINIUM  
JULY 29, 2019  
PROJECT NO: SP-15-18  
**QUAM ENGINEERING, LLC**  
Residential and Commercial Site Design/Consultants  
  
www.quamengineering.com  
4804 Siggetlow Road, Suite A - McFarland, Wisconsin 53558  
Phone (608) 838-7750; Fax (608) 838-7732

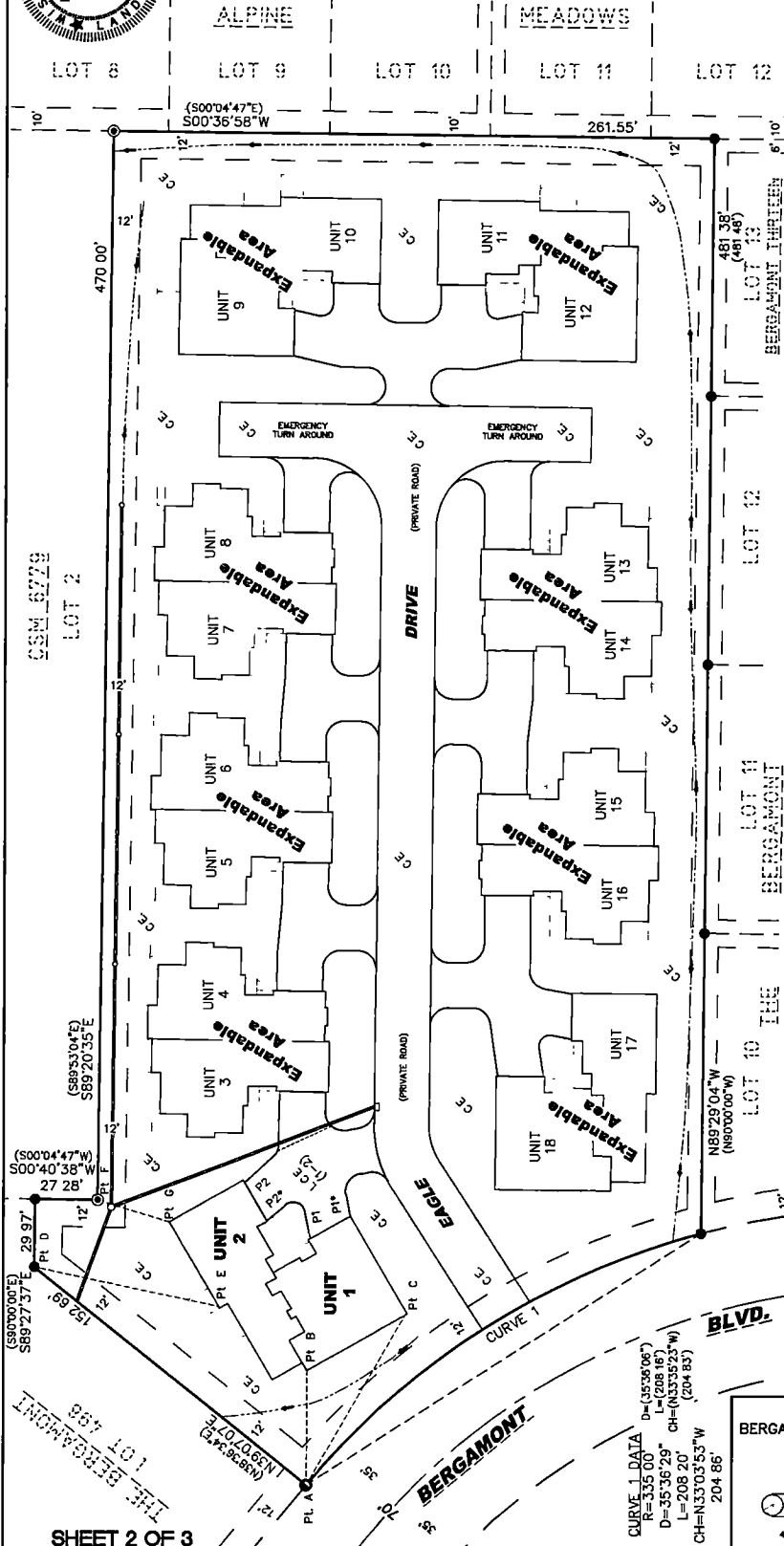
# BERGAMONT SENIOR TOWNHOMES CONDOMINIUM

LOT 499, THE BERGAMONT, BEING LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 11, TOWN 5 NORTH, RANGE 9 EAST, VILLAGE OF OREGON, DANE COUNTY, WISCONSIN



BASIS OF BEARINGS  
THE SOUTH LINE OF LOT 499, WHICH BEARS N89°29'04"W ON THE DANE COUNTY COORDINATE SYSTEM

Doc. No. \_\_\_\_\_



### NOTES (See Sheet 3 for Additional Notes):

- 1 THIS PLAT IS SUBJECT TO THE CONDOMINIUM DECLARATIONS, A DOCUMENT TO BE RECORDED CONCURRENTLY HERewith
- 2 SEE SHEET 1 FOR CERTIFICATES, SEE SHEET 3 FOR UNIT AND LIMITED COMMON ELEMENT DETAILS & BOUNDARY TO UNIT CORNER TIES
- 3 UNIT BOUNDARIES ARE THE INSIDE SURFACE OF THE BUILDING STRUCTURE, AS DESCRIBED IN THE CONDOMINIUM DECLARATIONS
- 4 ANY PART OF THIS CONDOMINIUM NOT SPECIFICALLY DEFINED AS PART OF A UNIT OR PART OF A LIMITED COMMON ELEMENT IS COMMON ELEMENT
- 5 PARKING AREAS SHOWN ARE LIMITED COMMON AREAS CORRESPONDING TO THE UNIT BY NUMBER AND BOUNDED BY THE UNITS GARAGE, DRIVEWAY, PAVEMENT SIDELINES AND THE EDGE OF EAGLE DRIVE
- 6 PARKING WITHIN EAGLE DRIVE AND THE EMERGENCY TURN AROUND SHOWN IS PROHIBITED AT ALL TIMES TO MAINTAIN EMERGENCY ACCESS AND MUST BE KEPT CLEAR OF SNOW AND OTHER OBSTRUCTIONS
- 7 UTILITIES (GAS, ELECTRIC, SANITARY SEWER, WATER, TELEPHONE, CATV, DATA, ETC.) THAT PROVIDE SERVICE TO THE BUILDINGS AND UNITS HEREOF INCLUDE THE RIGHT TO MAINTAIN AND REPLACE IF NECESSARY, AS STIPULATED IN THE CONDOMINIUM DECLARATIONS
- 8 BOUNDARY OF THE PROPERTY SHOWN HEREOF WAS BASED ON A RETRACEMENT SURVEY OF THE SURVEY ON FILE WITH THE DANE COUNTY SURVEYOR'S OFFICE AS SURVEY NO. 2012-00034

### LEGEND

- 3/4" Rebar Found (Unless Noted)
- 1-1/4" Rebar Found
- 1" Iron Pipe Found
- Record Data (if different)
- Limited Common Element
- Limited Common Element
- Parking Area\* L.C.E. - Unit No. Noted
- (\* Limited Depth Parking Stalls Limited to Motorcycle or Compact Car)
- Underground Stormwater Pipe
- Stormwater Swale Flowline
- Plot Boundary and Unit Line
- Unit Line
- Deed/Survey Line of Record
- Existing R/W Line
- Centerline
- Existing Public Utility Easement Line
- (\* from Lot Line Unless Noted)
- The Boundary to Unit Corners

### THIS PLAT

141,877 sq. ft. ±  
3.257 acres



SHEET 2 OF 3

CONDOMINIUM PLAT OF  
BERGAMONT SENIOR TOWNHOMES CONDOMINIUM  
JULY 29, 2019  
PROJECT NO. SP-15-18  
**QUAM ENGINEERING, LLC**  
Residential and Commercial Site Design Consultants  
www.quamengineering.com  
4604 Siggelow Road, Suite A - McFarland, Wisconsin 53558  
Phone (608) 638-7750 Fax (608) 638-7752

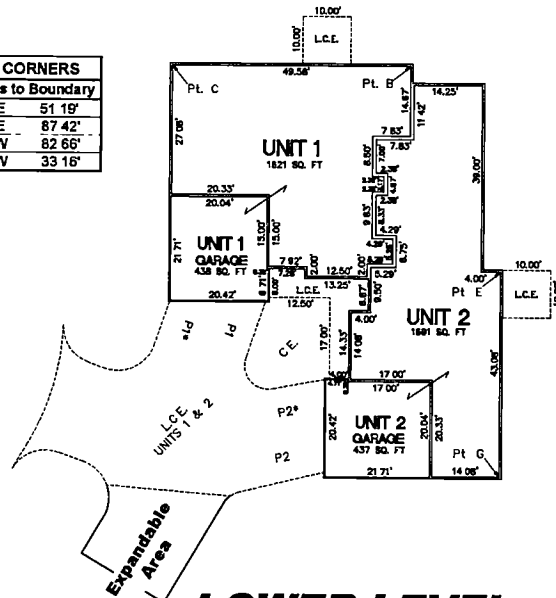
# BERGAMONT SENIOR TOWNHOMES CONDOMINIUM

LOT 499, THE BERGAMONT, BEING LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 11, TOWN 5 NORTH, RANGE 9 EAST, VILLAGE OF OREGON, DANE COUNTY, WISCONSIN

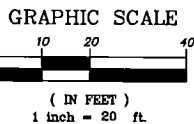
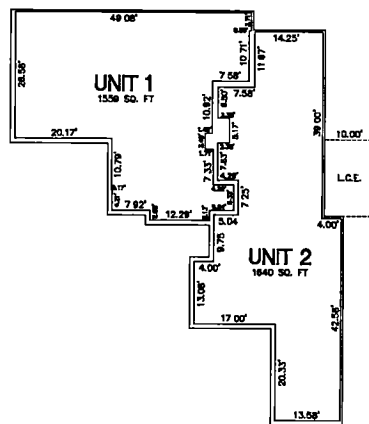
## UNIT DETAILS

### MAIN LEVEL

UNIT TIES TO BOUNDARY CORNERS		
See Sheet 2 for Map of Tie Lines to Boundary		
Point A to Point B	S89°40'15"E	51.19'
Point A to Point C	S60°21'33"E	87.42'
Point D to Point E	S12°09'20"W	82.66'
Point F to Point G	S17°04'12"W	33.16'



### LOWER LEVEL



#### NOTES (Continued from Sheet 2):

- PHASE 1 OF THIS CONDOMINIUM INCLUDES UNITS 1 & 2 (INCLUDING THE ADJACENT YARD, DRIVE & PARKING), EAGLE DRIVE, THE EMERGENCY TURN AROUND, UTILITIES AND DRAINAGE FACILITIES TO SERVE THESE AREAS.
- NO SITE DISTURBANCE, LANDSCAPING, STORAGE OR STRUCTURES ARE ALLOWED IN THE AREAS WHERE STORMWATER MANAGEMENT FACILITIES (STORMWATER PIPES, INLETS AND SWALES) ARE SHOWN HEREON
- APPARENT SETBACK LINES/BUILDING ENVELOPE LINES ARE SHOWN ON LOT 499 OF THE PLAT OF THE BERGAMONT ON SHEET 3 THEREOF. NOTE THAT THE VILLAGE OF OREGON BOARD APPROVED AMENDMENTS TO THE SETBACKS FOR THIS DEVELOPMENT BY THE GDP & SIP APPROVALS IN AUGUST, 2018
- EAGLE DRIVE IS A PRIVATE ROAD, SUBJECT TO THE CONDITIONS STATED IN THE CONDOMINIUM DECLARATIONS

#### OWNER

Lakestone Properties & Management, LLC  
5910 Main Street - Suite 1  
McFarland, WI 53558

#### LEGEND

C.E.	Common Element
L.C.E.	Limited Common Element
---	Unit Line
---	Limited Common Element
P10	Parking Area* L.C.E.—Unit No. Noted (* Limited Depth Parking Stalls Limited to Motorcycle or Compact Car)

CONDOMINIUM PLAT OF  
BERGAMONT SENIOR TOWNHOMES CONDOMINIUM

JULY 29, 2019  
PROJECT NO: SP-15-18

QUAM ENGINEERING, LLC  
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