

CONDOMINIUM DECLARATION

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LAKE POINT CONDOMINIUM

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CONDOMINIUM DECLARATION

000828

LAKE POINT CONDOMINIUM

THIS DECLARATION is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act") this 7th day of February, 2006, by Lake Point Madison LLC, a Wisconsin limited liability company (hereinafter referred to as "Declarant").

1. STATEMENT OF DECLARATION.

The purpose of this Declaration is to submit the lands hereinafter described and the improvements constructed or to be constructed thereon to the condominium form of ownership in the matter provided by the Act and this Declaration.

Declarant hereby declares that it is the sole owner of the real property described in Section 3 hereof, together with all buildings and improvements thereon or to be constructed thereon (hereinafter referred to as the "Property") which is hereby submitted to the condominium form of ownership as provided in the Act and this Declaration. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

2. NAME AND ADDRESS.

The real estate described in Section 3 and all buildings and improvements thereon and thereto shall be known as LAKE POINT CONDOMINIUM. The address of the Condominium is 1801, 1803, 1805, 1807, 1809, 1811, 1813, 1815, 1817, 1819, and 1821 West Broadway Avenue; 1811-1813 Lake Point Drive; 5326 - 5328 Lake Park Boulevard; 5332 and 5334 Lake Park Boulevard; 5333, 5335, and 5337 Lake Park Boulevard, 5327 and 5329 Lake Park Boulevard, 1801 and 1803 Lake Point Drive; 5326 and 5328 Garden View Court; and 5325-5375 Garden View Court, all in Madison, Wisconsin.

3. LEGAL DESCRIPTION.

The following described real estate, also described in the condominium plat attached hereto (the "Condominium Plat"), is hereby subjected to the provisions of this Declaration:

PARCEL A:

PART OF BLOCK FOUR (4), HOBOKEN BEACH, IN THE CITY OF MADISON, DANE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENTING AT THE SOUTHEAST CORNER OF SAID BLOCK 4, HOBOKEN BEACH; THENCE WEST ALONG THE SOUTH LINE OF SAID BLOCK 4, FOR A DISTANCE OF 303.6 FEET; THENCE NORTH 7° 13' EAST, 123.0 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 82° 47' WEST, 104.22 FEET; THENCE NORTH 5° 19' EAST, 126.21 FEET TO THE SOUTH LINE OF SIMPSON STREET (NOW CALLED LAKE POINT DRIVE); THENCE SOUTH 81° 30' EAST ALONG THE SOUTH LINE

OF SIMPSON STREET (NOW CALLED LAKE POINT DRIVE), 108.5 FEET; THENCE SOUTH 7° 13' WEST, 123.0 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 251-0710-194-0801-4

PARCEL B:

PART OF BLOCK FOUR (4), HOBOKEN BEACH, IN THE CITY OF MADISON, DANE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF BLOCK 4, HOBOKEN BEACH; THENCE WEST ALONG THE SOUTH LINE OF SAID BLOCK 4, FOR A DISTANCE OF 303.6 FEET, TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 88° 04' WEST, 100.0 FEET; THENCE NORTH 5° 19' EAST, 132.29 FEET; THENCE SOUTH 82° 47' EAST, 104.22 FEET; THENCE SOUTH 7° 13' WEST, 123.0 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO A 20 FOOT DRIVEWAY AS SET FORTH IN VOLUME 515 OF DEEDS, PAGE 297 AS DOCUMENT NUMBER 765295.

PARCEL NO. 251-0710-194-0809-8

PARCEL C:

LOT ONE (1), CERTIFIED SURVEY MAP NO. 159 RECORDED IN VOLUME 1 OF CERTIFIED SURVEY MAPS OF DANE COUNTY, WISCONSIN, PAGE 159, AS DOCUMENT NUMBER 1111116, IN THE CITY OF MADISON, DANE COUNTY, WISCONSIN.

PARCEL NO. 251-0710-194-0810-5

PARCEL D:

LOT TWO (2), CERTIFIED SURVEY MAP NO. 159 RECORDED IN VOLUME 1 OF CERTIFIED SURVEY MAPS OF DANE COUNTY, WISCONSIN, PAGE 159, AS DOCUMENT NUMBER 1111116, IN THE CITY OF MADISON, DANE COUNTY, WISCONSIN.

PARCEL NO. 251-0710-194-0811-3

PARCEL E:

A PARCEL OF LAND, BEING PART OF THE RIGHT OF WAY OF WEST BROADWAY, LOCATED IN THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION NINETEEN (19), TOWNSHIP SEVEN NORTH (7N), RANGE TEN EAST (R10E) OF THE FOURTH PRINCIPAL MERIDIAN (4PM), IN THE CITY OF MADISON, DANE COUNTY WISCONSIN, TO WIT:

BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 2, CERTIFIED SURVEY MAP NO. 159; THENCE ALONG THE SOUTHERLY ELONGATION OF THE EASTERLY LINE OF SAID LOT 2, SOUTH 03° 40' 00" EAST, 40.29 FEET TO A MONUMENT SET ONE FOOT, MORE OR LESS, NORTHERLY OF NEWLY CONSTRUCTED SIDEWALK; THENCE ALONG A LINE ONE FOOT, MORE OR LESS, NORTHERLY OF SAID SIDEWALK, NORTH 89° 30' 34" WEST, 403.13 FEET TO A MONUMENT SET; THENCE IN A PERPENDICULAR DIRECTION TO THE SOUTHERLY LINE OF LOT 1 OF PEARSON REPEAT OF PART OF BLOCK 4, HOBOKEN BEACH, NORTH 01° 05' 51" WEST, 29.08 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 1; THENCE ALONG THE SOUTHERLY LINE OF BLOCK 4, HOBOKEN BEACH, THE SOUTHERLY LINE OF LOT 1 OF SAID CERTIFIED SURVEY MAP NO. 159, AND SAID SOUTHERLY LINE OF LOT 2, CERTIFIED SURVEY MAP NO. 159, NORTH 88° 54' 09" EAST, 401.17 FEET TO THE POINT OF BEGINNING.

4. DEFINITION AND DESCRIPTION OF UNITS.

4.1 **Number.** Fifty (50) residential condominium units are hereby declared in LAKE POINT CONDOMINIUM (individually a "Unit" and collectively the "Units").

4.2 **Definition.** A Unit is that separate area within a building intended for independent, private use, comprised of one or more cubicles of air at one or more levels of space, having outer boundaries formed by the interior surfaces of the perimeter walls, floors, and ceilings, including the windows, window frames, doors and door frames of the Units, as said boundaries are shown in the Condominium Plat attached hereto, together with all fixtures and improvements therein contained and some Units will include an enclosed parking garage, as shown on the Condominium Plat.

4.3 **Identification.** The Units are designated by the numbers as set forth on the Condominium Plat. The Unit designations and locations and floor plans for the Units are as set forth on the Condominium Plat attached hereto. The approximate dimensions and square footage area of each Unit, immediate Common Elements (as hereinafter defined) to which the Units have access, and further details identifying and describing the Units are as set forth on the Condominium Plat.

5. DESCRIPTION AND LOCATION OF BUILDINGS.

There are or will be ten (10) buildings constructed on the real estate described in Section 3 above, one (1) of which presently contains twenty four (24) single family residential condominium units (the "Existing Building"), one (1) of which shall contain eleven (11) single family residential units, one (1) of which shall contain three (3) single family residential condominium units, five (5) of which shall contain two (2) single family residential condominium units, and two (2) of which shall contain one (1) single family residential unit. The buildings are or will be located on the real estate as indicated on the Condominium Plat. The Existing Building consists of a two story masonry brick building. The buildings to be constructed upon the Property shall be two (2) or three (3) stories in height, some of which will include attached parking garages, and are or will be constructed principally with wood frame construction vinyl siding and a pitched shingle roof. Floor plans of the Units are attached hereto as a part of the Condominium Plat.

6. COMMON ELEMENTS AND FACILITIES.

6.1 **Description.** The common elements ("Common Elements") shall consist of all of the LAKE POINT CONDOMINIUM, except the individual Units and fixtures therein, as defined hereunder, and shall include, without limitation, the land on which the buildings are located; the private roadways, building structures and exteriors, perimeter and bearing walls; common sidewalks, driveways and walkways; building roofs; foundations; pipes; ducts; electrical wiring and conduits; utility services; public utility lines; master television cable or antenna and lines; water mains and lines, sewer laterals; outside walls; girders, beams and supports; the landscaping comprising or which may comprise the Property; and all other improvements and appurtenances.

6.2 **Unit Owner Easements.** Each Unit owner shall have an easement to the space between the interior and exterior walls or common walls of his or her Unit for purposes of adding additional utility outlets, wall hangings, erection of non-bearing partition walls, and the like, where space between the walls may be necessary for such uses, provided that the Unit owner shall do nothing to impair the structural integrity of a building, and provided further that the Common Elements be restored to their former condition by the Unit owner at his or her sole expense upon completion or termination of the use requiring the easement. Easements are hereby granted and declared for the benefit of the Unit owners and the Association (as hereinafter defined) for the installation, maintenance and repair of common utility services in and on any part of the Common Elements or Units.

7. LIMITED COMMON ELEMENTS.

7.1 **Description.** A portion of the Common Elements are designated as "Limited Common Elements," as shown in the Condominium Plat. Such Limited Common Elements shall and will be reserved for the exclusive and appurtenant use of the owner or occupant of the Unit to which they are appurtenant, to the exclusion of all other Units in LAKE POINT CONDOMINIUM. Such Limited Common Elements consist of the patios or decks adjoining certain of the Units; the front stoops or staircases adjoining each unit; the driveways adjoining each Unit's garage (if such Unit has a garage); the indoor parking areas designated as Limited Common Elements on the Condominium Plat, which are designated by number on the Condominium Plat and appurtenant to the Units to which such Limited Common Element indoor parking areas are assigned by the initial deed of the Units or subsequent assignment by the Declarant; the outdoor parking areas designated as Limited Common Elements on the Condominium Plat, which shall be designated by number on the Condominium Plat and appurtenant to the Units to which such Limited Common Element parking areas are assigned by the initial Deed of the Units or subsequent assignment by the Declarant; the basement storage areas of the Existing Building designated as Limited Common Elements on the Condominium Plat, which are designated by number on the Condominium Plat and appurtenant to the Units to which such Limited Common Element storage areas are assigned by the initial deed of the Units or subsequent assignment by the Declarant all as set forth on the Condominium Plat and such other Limited Common Elements as may be identified on the Condominium Plat.

7.2 **Use.** The manner of use of the Limited Common Elements shall be governed by the Bylaws of, and such rules and regulations as may be established by, the Association, and no Unit owner shall alter, remove, repair, paint, decorate, landscape or adorn any Limited Common Element, or permit such, in any manner contrary to such Bylaws and rules and regulations. No major or structural changes or alterations shall be made by any Unit owner to any of the Limited Common Elements without the prior written approval of the Association, which approval may be given upon such terms and conditions as the Association deems appropriate.

8. OWNERSHIP OF UNIT AND PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

Each Unit owner shall own a fee simple interest in his or her Unit. Each Unit owner shall also own an undivided interest in the Common Elements and Limited Common Elements as a tenant in common with all other Unit owners and, except as otherwise limited in this Declaration,

shall have an easement to and right to use and occupy the Common Elements and Limited Common Elements for all purposes incident to the use and occupancy of his or her Unit as a place of residence, and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with his or her Unit. Any attempted conveyance, encumbrance, judicial sale or other transfer (voluntary or involuntary) of any undivided interest in the Common Elements separate from the Unit to which it is appurtenant shall be void and of no force and effect.

The percentage undivided ownership in the Common Elements and Limited Common Elements relating to each Unit and its owner for all purposes, including the proportionate payment of common expenses shall be the number one (1) divided by the number fifty (50) or 2.00%.

9. ASSOCIATION OF UNIT OWNERS.

9.1 **Membership, Duties and Obligations.** All Unit owners shall be entitled and required to be a member of an association of Unit owners to be known as LAKE POINT CONDOMINIUM Association, Ltd. (the "Association") which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the Common Elements and Limited Common Elements. Such Association shall be incorporated as a nonstock 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 and rules and regulations of the Association.

9.2 **Voting Rights.** Each Unit shall be entitled to one (1) vote at meetings of the Association. Only one membership and one vote shall exist for each Unit; if title to a Unit is held by more than one person, the membership and vote related to that Unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which title to the Unit is held. Voting rights may not be split, and shared membership interests must be voted pursuant to the designation contained in the Membership List maintained pursuant to the Bylaws. The Declarant shall be entitled to cast the votes pertaining to any Unit or Units declared as a part of LAKE POINT CONDOMINIUM but not constructed or sold, until such time as the respective Units are constructed and sold by Declarant or its successors or assigns.

The respective rights, qualifications and obligations of the members of the Association shall be as set forth in the Bylaws of the Association.

9.3 **Declarant Control.** Notwithstanding any other provisions herein contained, Declarant, its successors and assigns, shall have the right at its option to appoint and remove the members of the Board of Directors and officers of the Association and to amend the Bylaws or rules and regulations of the Association, until the earlier of: (a) three (3) years from the date of the closing of the first sale of a Unit by Declarant, (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers by Declarant, or (c) until such earlier time as may be determined by Declarant, subject in each case to provisions of the Act. Each owner of a Unit in LAKE POINT CONDOMINIUM shall be deemed by acceptance of any deed to any Unit to agree, approve, and consent to the right of Declarant to so control the Association.

9.4 **Association Personnel.** The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable, and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of LAKE POINT CONDOMINIUM. The Association may contract for common services or utilities as may be required for each Unit.

9.5 **Association Records.** The Association shall have current copies of this Declaration, the Articles of Incorporation and the Bylaws of the Association, the Condominium Plat, any rules or regulations affecting LAKE POINT CONDOMINIUM, and the Association's books, records and financial statements available for inspection during normal business hours by Unit owners or by holders, insurers or guarantors of first mortgages secured by condominium Units in LAKE POINT CONDOMINIUM. Upon written request, the Association shall provide a written financial statement for the preceding fiscal year to any such holder, insurer or guarantor of a first mortgage secured by a Unit in LAKE POINT CONDOMINIUM. The Association shall make available to sellers within ten (10) days after request, current copies of the Declaration, Bylaws of the Association, any rules and regulations affecting LAKE POINT CONDOMINIUM, any other materials necessary for a seller to comply with Section 703.33 of the Act and the most recent financial statement of the Association during normal business hours. The seller shall pay the Association the actual costs of furnishing the information.

10. RESIDENTIAL PURPOSE.

The buildings described in Section 5 hereof and the Units therein contained are intended for and restricted exclusively to residential uses as governed by the terms and conditions contained herein and the Bylaws of the Association. Notwithstanding the foregoing, the Declarant reserves the right, at its option and in its sole discretion, to use and occupy various Units, selected by the Declarant, as "model" Units and sales offices and to designate reserved parking spaces to be used in connection with Declarant's sale activities and to direct prospective buyers to parking areas, until such time as all Units have been sold, or until such earlier time as may be determined by Declarant.

11. REPAIRS AND MAINTENANCE.

11.1 **Individual Units.** Each Unit owner shall be responsible for keeping the interior of his or her Unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for interior decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his or her Unit, all as is more fully set forth in the Bylaws of the Association. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the Unit in good repair, each Unit owner shall be responsible for the maintenance, repair or replacement of any doors and windows (including replacement of broken glass), patio and balcony doors, garage doors, screens and screening, lighting fixtures, refrigerators, ranges, heating and air conditioning equipment, including appurtenant compressor and equipment, plumbing fixtures, dishwashers, disposals, laundry equipment such as washers and dryers, water heaters, interior electrical wiring and fixtures, door bells, or other equipment which may be in, or connect with, the Unit or the Limited Common Elements appurtenant to the Unit. For purposes of uniformity of external appearance and quality, the Association may specify the type, color and quality of materials to be used in replacing, repairing, painting or maintaining external fixtures

such as entry doors, garage doors, lighting fixtures and other items which may be determined from time to time by the Board of Directors of the Association.

11.2 Common Elements. Except as provided below, the Association shall be responsible for the replacement, repair, management and control of the Common Elements and Limited Common Elements, and shall cause the same to be kept in good, clean, attractive and sanitary condition, order, and repair. Without in any way limiting the foregoing, this shall include all routine painting, repair, and maintenance of building exteriors, including walls and roof, garage exteriors, and repair and maintenance of walkways and driveways, as is all more fully set forth in the Bylaws. Except as provided below, all expenses of maintenance of the Common Elements shall be a common expense of the Association. The Association shall have control over all additions, improvements and alterations to Common Elements and Limited Common Elements. Individual Unit owners may make alterations or additions to Common Elements or Limited Common Elements, upon application to and prior approval by the Association. Individual Unit owners shall be responsible at their sole expense for maintenance, repair and upkeep of all such individual additions, improvements, alterations and changes made to the Common Elements or Limited Common Elements. In the event any repair or maintenance of the Common Elements is necessitated by reason of the negligence or misuse of a Unit owner or the guest or agent of a Unit owner, such expense shall be charged and specially assessed against the responsible Unit owner, unless such loss is covered by insurance.

11.3 Limited Common Elements. Each Unit owner shall keep the Limited Common Elements appurtenant to his or her Unit, as defined in Section 7 hereof and as described in the Condominium Plat, in a good, clean, sanitary and attractive condition and shall be responsible for any regular maintenance (including painting and varnishing) required to keep the Limited Common Elements in such condition.

11.4 Prohibition Against Structural Changes by Owner. A Unit owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to his or her Unit, or in or to the exterior of any building or any Common Elements or Limited Common Elements, or make or install any improvements or equipment which may affect other Units or the owners of other Units. A Unit owner shall not perform, or allow to be performed, any act or work which will impair the structural soundness or integrity of the buildings or Units, or the safety of the Property, or impair any easement or property right, without the prior written consent of the Association.

11.5 Entry for Repairs. The Association may enter any Unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of public utilities or for any other matters for which the Association is responsible. Such entry shall be made with prior notice to the Unit owners, except in the case of an emergency when injury or property damage will result from delayed entry, and with as little inconvenience to the Unit owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense except as allocable to an individual Unit or Units in the discretion of the Board of Directors.

11.6 Decorating. Each Unit owner shall have the exclusive right to carpet, paint, repaint, tile, panel, paper or otherwise refurbish and decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of his or her Unit and all walls, ceilings,

floors and doors within such boundaries, and to erect partition walls of a non-structural nature within his or her Unit; provided, however, that such construction complies with all applicable laws and ordinances.

12. NO SUBDIVISION.

No Unit in LAKE POINT CONDOMINIUM may be subdivided or separated and no relocation of boundaries between adjoining Units shall be allowed except pursuant to such standards as may be promulgated by and with the consent of the Association.

13. DESTRUCTION AND RECONSTRUCTION.

In the event of a partial or total damage or destruction of a building or buildings or any other part of the Common Elements, such shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built, so as to be compatible with the remainder of LAKE POINT CONDOMINIUM. However, in the case of damage or destruction, the repair or reconstruction of which would exceed available insurance proceeds, the Association may determine not to rebuild or repair by affirmative vote and written consent of at least 75% of the votes in the Association within 90 days of the date of the damage or destruction. In such event, the Property shall be subject to an action for partition and shall be partitioned pursuant to §703.18 of the Wisconsin Statutes, as amended, providing for distribution of net proceeds of sale of the Property and net proceeds of insurance in proportion to the undivided percentage ownership interests in the Common Elements and in accordance with the priority of interests in each Unit, and the Association shall be dissolved.

On reconstruction, the design, plan and specifications of any building or Unit may vary from that of the original upon approval of the Association, provided, however, that the number of square feet of any Unit may not vary by more than ten percent (10%) from the number of square feet for such Unit as originally constructed, and the location of the buildings shall be substantially the same as prior to damage or destruction. The proceeds of any insurance provided by the Association and collected for such damage or destruction shall be available to the Association for the purpose of repair or reconstruction, as provided in Section 14 hereof. The Association shall have the right to levy assessments as a common expense against all Unit owners in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

14. INSURANCE.

14.1 **Units.** Individual Unit owners shall provide insurance for the interior of their respective Units and all fixtures and improvements contained therein. Premiums for such insurance shall be an individual expense of the respective Unit owners.

14.2 **Common Elements.** The Association shall provide and maintain fire and broad form extended coverage insurance on the buildings, improvements, and any other Common Elements and Limited Common Elements in an amount not less than the full replacement value thereof from time to time. Such insurance shall be obtained in the name of the Association as trustee for each of the Unit owners and their respective mortgagees in the percentages established in this Declaration, as their interests may appear. Premiums shall be a

common expense. All hazard and flood insurance policies shall have the standard mortgagee clause and provide for notice to the mortgagee at least ten (10) days before lapse, material modification or cancellation of the policy. To the extent required by law or deemed advisable by the Declarant or the Association, the Association shall provide and maintain flood insurance on the buildings, improvements and any other Common Elements and Limited Common Elements.

In the event of partial or total destruction of a building or buildings and the repair or reconstruction of such building or buildings in accordance with Section 13 hereof, the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost thereof. If it is determined not to reconstruct or repair, then the insurance proceeds together with the net proceeds of sale, shall be distributed to the Unit owners and their mortgagees, if any, as their respective interests may appear, in the manner provided by the Act.

14.3 Combined Insurance. If insurance coverage is available to combine protection for the Association and the Unit owner's individual Unit, the Board of Directors is hereby given discretionary power to negotiate such combination of insurance protection on an equitable cost-sharing basis under which the Unit owner would be assessed individually for the amount of insurance which he or she directs the Board of Directors to include in such policies for his or her additional protection. Copies of all such policies shall be provided to each mortgagee. Nothing contained in this paragraph shall be deemed to prohibit any Unit owner, at his or her own expense, to provide any additional insurance coverage on his or her improvements or on his or her Unit which will not duplicate any insurance provided by the Association.

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

14.5 Terms of Insurance. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against Unit owners, the Association, and their respective agents, invitees and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more Unit owners, or the Association, or their agents, invitees and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value.

15. CONDEMNATION.

15.1 General. This Section shall be deemed to be supplemental to and not in derogation of the provisions of § 703.19 of the Wisconsin Statutes, as amended.

15.2 Notice and Participation of Unit Owners. If any of the Common Elements or any part thereof shall be taken, injured or destroyed by eminent domain, each Unit owner affected shall be entitled to notice of such taking and to participate through the Association in the proceedings incident thereto.

15.3 Allocation of Awards. Any awards made in connection with such proceedings shall be collected by the Association and applied or distributed by it in accordance with Section 8 hereof, unless the award or decree provides to the contrary.

If a part of the Common Elements is acquired by eminent domain, the award must be paid to the Association unless the decree provides that the Association shall divide any portion of the award not used for any restoration or repair of the remaining Common Elements among the Unit owners affected in proportion to their respective damage suffered and their respective percentage interest in the Common Elements before the taking on an equitable basis.

15.4 Re-Allocation Following Condemnation.

15.4.1 Units Rendered Unusable. Upon acquisition by the condemning authority, each affected Unit's entire percentage interest and its corresponding liability for payment of Common Expenses shall be automatically reallocated among the remaining Units in accordance with the formula set forth in subparagraph 15.4.3 below. Any remnant of a Unit which has been rendered unusable remaining after a part of a Unit is taken shall thereafter be a Common Element.

15.4.2 Units Remaining Usable. Upon acquisition by the condemning authority, each affected Unit's percentage interest and its corresponding liability for payment of Common Expenses shall be adjusted and the amount by which the percentage interest and corresponding liability of each affected Unit is reduced shall thereafter be proportionately reallocated among all Units within the Condominium in accordance with the formula set forth in subparagraph 15.4.3 below.

15.4.3 Reallocation Formula. After acquisition by the condemning authority pursuant to subparagraph 15.4.1 or 15.4.1.2 above, each remaining Unit's percentage interest and its corresponding liability for common expenses shall be adjusted in accordance with the proportion to which the square footage of the respective Unit bears to the aggregate square footage of all of the remaining Units.

15.4.4 Amendment Upon Reallocation. Upon any reallocation of percentage interests and liability for Common Expenses in accordance with subparagraph 15.4.3 above, the Association shall promptly prepare, execute and record an amendment to this Declaration reflecting the reallocated percentage interest and liability for common expenses as so calculated.

16. LIABILITY FOR COMMON EXPENSES.

16.1 Assessments for Common Expenses. The costs of administration of the Association, insurance, repair, maintenance and other expenses of the buildings, improvements, the Common Elements and Limited Common Elements, including common services provided to

the Unit owners such as professional management services, sewer, snow removal, and repair and maintenance of landscaping, walkways, private roadways, driveways, driveway lights, and parking areas, shall be paid for by the Association. The Association shall make assessments against the Unit owners and the Units for such common expenses in accordance with the percentage of the undivided interest in the Common Elements relating to each Unit, in the manner provided in the Bylaws of the Association. The Association shall have the right and authority to levy general and special assessments to pay for common expenses. No Unit owner may exempt himself or herself or his or her Unit ownership from liability for his or her contribution toward the common expenses by waiver of the use or enjoyment of any of the Common Elements or Limited Common Elements or services or by abandonment of his or her Unit or because of a dispute over services provided or not provided by the Association; and no conveyance shall relieve the Unit owner-grantor or his or her Unit of such liability, and he or she shall be jointly, severally and personally liable for the common expenses incurred up to the date of sale, until all expenses charged to his or her Unit have been paid, but the obligation shall not pass to a successor in title unless such party agrees to assume the obligation. The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements, and no Unit owner shall have any "self help" rights regarding the Common Elements or Limited Common Elements or any right to reimbursement from the Association for any purported benefit conferred upon any Common Element or Limited Common Element by any Unit owner without the explicit consent of the Association.

16.2 Assessment Installments. All assessments, when due, shall immediately become a personal debt of the Unit owner and also a lien, until paid, against the Unit to which charged, as provided in the Act. Assessments shall be made against the Unit owners and the Units at the beginning of each fiscal year of the Association to meet estimated common expenses of the Association for the ensuing year; however, if prorated and paid in installments, the assessments shall not be considered due until the respective installment payment dates. In the event of delinquency in payment, the Association may assess penalties and interest, and may accelerate annual assessments remaining unpaid with respect to such delinquent Unit for purposes of collection or foreclosure action by the Association.

16.3 Commencement of Payments. The first installment of a regular assessment for each and every Unit shall be due and payable on the date of recordation of the first instrument of conveyance of a Unit, with subsequent installments due on the first day of each month thereafter. Such monthly payments of common expenses shall be in accordance with the proposed annual budget prepared by Declarant for the Association. Notwithstanding the foregoing, Declarant shall not be required to pay assessment installments otherwise due and payable on Declarant owned but unoccupied Units for which no certificate of occupancy has been obtained. Installments for partial months shall be prorated.

16.4 Unpaid Assessments. If a Unit owner defaults in any payment, the Association shall take appropriate measures as provided by law. The defaulting Unit owner shall be responsible for all costs incurred by the Association in seeking to enforce payment including the Association's actual attorney fees. Unit owners shall be both personally liable for assessments and a lien shall be imposed against such owner's Unit for same; provided, however, such lien shall be subordinate to the lien of a first mortgage recorded prior to the due date of the delinquent assessment. Liens for unpaid assessments as provided in the Act shall also extend to

and secure interest, fines and reasonable costs of collection including attorneys' fees incurred by the Association incident to the collection of assessments or enforcement of liens. The Association may purchase a Unit upon the foreclosure of its lien. A lien for assessments will not be affected by the sale or transfer of a Unit, provided that the foreclosure of a first mortgage lien extinguishes the lien for any assessments payable prior to such foreclosure sale, but will not relieve any subsequent Unit owner from paying further assessments.

16.5 No Statutory Reserve Account. A statutory reserve account is not established under Section 703.163 of the Act. The foregoing shall constitute a statutory reserve account statement under Section 703.163(11) of the Act. A reserve fund shall be designated as provided in the Bylaws of the Association.

17. PARTITION OF COMMON ELEMENTS PROHIBITED.

There shall be no partition of the Common Elements and Limited Common Elements through judicial proceedings or otherwise, except as otherwise provided in this Declaration, until this Declaration is terminated and the Property is withdrawn from its terms or from the terms of the Act; provided, however, that if any Unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of said single Unit as between such co-owners. No Unit may be subdivided or separated except pursuant to such standards as may be promulgated by and with the consent of the Association.

18. CONVEYANCE TO INCLUDE INTERESTS IN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

The percentage of undivided interest in the Common Elements and Limited Common Elements shall not be separated from the Unit to which it appertains. No Unit owner shall execute any deed, mortgage, lease or other instrument affecting title to such Unit ownership without including therein both his or her interest in the Unit and his or her corresponding percentage of ownership in the Common Elements and Limited Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

19. EASEMENTS, RESERVATIONS AND ENCROACHMENTS.

19.1 Utilities. Easements are hereby declared and granted for the benefit of the Unit owners and the Association and reserved for the benefit of the Declarant for utility purposes, including the right to install, lay, maintain, repair and replace water lines and pipes, sewer lines, gas mains, telephone wires and equipment, master television antenna system or cable wires and equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along and on any part of the Common Elements, to service the Property. The Association or the Declarant has the right to grant permits, licenses and easements for utilities, roads and other purposes under, through or over the Common Elements which are reasonably necessary to the ongoing development and operation of LAKE POINT CONDOMINIUM.

19.2 **Encroachments.** In the event that by reason of the construction, reconstruction, repair, settlement, movement or shifting of any building, or the design or construction of any Unit, any part of the Common Elements or Limited Common Elements, encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements or Limited Common Elements, or any portion of any Unit encroaches upon any part of any other Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit so long as all or any part of the building containing such Unit shall remain standing, and Unit and Common Element boundaries shall be as provided in the Act. Provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any Unit or in favor of the owner or owners of the Common Elements or Limited Common Elements, if such encroachment occurred due to the willful and knowing conduct of said owner or owners.

19.3 **Rights of Ingress and Egress.** Each Unit owner shall have an unrestricted right of ingress and egress to and from his or her Unit and utilities servicing that Unit that shall be perpetual and pass with the Unit upon transfers of ownership.

19.4 **Binding Effect.** All easements and rights described in this Section 18 are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all Unit owners, purchasers and mortgagees and their heirs, personal representatives, successors and assigns. The Association or the Declarant shall have the authority to execute and record all documents necessary to carry out the intent of this Section 19.

20. RIGHTS OF ACTION; FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER.

20.1 **Rights of Action.** If any Unit owner fails to comply with this Declaration or the Bylaws or decisions made by the Association, the Association or any other Unit owner may sue such Unit owner for damages caused by the failure or for injunctive relief. In addition, the Association shall have the enforcement authority contained in the Bylaws of the Association. If the Association fails to comply with this Declaration or the Bylaws, any Unit owner may sue the Association for damages caused by such failure, provided, however, that no action may be brought unless the Unit owner has first provided written notice to the Association of such failure and the Association has not cured such failure after a period of ten (10) days.

20.2 **No Waiver.** The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a Unit owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

21. AMENDMENTS TO DECLARATION.

21.1 **General.** Except as otherwise provided by the Act, or as otherwise provided below, this Declaration may be amended (i) pursuant to Section 703.09(2) of the Act, only with the written consent of Unit owners with not less than two-thirds (2/3) of the aggregate number of votes in the Association, and such consents are approved by the first mortgagee of the Unit, or the holder of an equivalent security interest, if any, or (ii) pursuant to Section 703.093 of the Act with written consent of Unit owners with at least two-thirds (2/3) of the aggregate number of votes in the Association, and such consents are approved by the mortgagees or holders of equivalent security interests in the Units and as otherwise provided in such Section. Prior to completion of construction and initial sale of all Units by Declarant, 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. Amendments shall be executed by the President of the Association and shall become effective when recorded in the Office of the Register of Deeds for Dane County, Wisconsin. A copy of the amendment shall be recorded with the Office of 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 his, her or its address on file with the Association.

21.2 **Material Amendments.** Amendments of a material nature, in addition to requiring the written consent of not less than two-thirds (2/3) of the total votes in the Association shall also require approval by Eligible Mortgagees (as hereinafter defined) who represent at least 51% of the votes of Unit owners that are subject to such mortgages. An addition, deletion, modification or change to any provision of this Declaration related to the following matters is defined as "material":

21.2.1 Voting rights;

21.2.2 Increases in assessments which exceed 25% of the previously assessed amount, or changes in the assessment basis, assessment liens, the priority of assessment liens or any method for imposing or determining any charges to be levied against the Unit owners;

21.2.3 Reductions in reserves for maintenance, repair, and replacement of common areas;

21.2.4 Responsibility for maintenance and repairs or any scheme of regulation or enforcement of standards for maintenance, architectural decision or exterior appearance of any improvements on Units;

21.2.5 Reallocation of interests in the Common Elements or the Limited Common Elements, or rights to their use;

21.2.6 Redefinition of any Unit boundaries;

21.2.7 Convertibility of Units into Common Elements or vice versa;

21.2.8 Expansion or contraction of LAKE POINT CONDOMINIUM, or the addition, annexation, or withdrawal of property to or from LAKE POINT CONDOMINIUM;

21.2.9 Insurance or fidelity bond requirements or using insurance proceeds for purposes other than the construction or repair of the insured improvements;

21.2.10 Further imposition of restrictions on leasing of Units;

21.2.11 Imposition of any restrictions on a Unit owner's right to sell or transfer his or her Unit;

21.2.12 A decision by the Association to establish self-management when professional management had been required previously by LAKE POINT CONDOMINIUM's documents, by the Eligible Mortgagees or by the Unit owners;

21.2.13 Restoration or repair of LAKE POINT CONDOMINIUM (after damage or partial condemnation) in a manner other than that specified in LAKE POINT CONDOMINIUM documents;

21.2.14 Any action or omission serving to abandon or terminate the legal status of LAKE POINT CONDOMINIUM whether after substantial destruction or condemnation or otherwise;

21.2.15 Any provisions that expressly benefit mortgage holders, insurers, or guarantors.

21.2.16 Merging or consolidating the Association;

21.2.17 Abandoning, partitioning, encumbering, mortgaging, conveying, selling or otherwise transferring the boundaries of the Common Elements, except for (i) granting easements which are not inconsistent with or which do not interfere with the intended Common Element use; (ii) dedicating Common Elements as required by a public authority; (iii) limited boundary line adjustments made in accordance with this Declaration; or (iv) transferring Common Elements pursuant to a merger or consolidation with an entity formed for purposes similar to the Association; and

21.2.18 Making capital expenditures (other than for repair or replacement of existing improvements) during any period of twelve (12) consecutive months costing more than twenty percent (20%) of the annual operating budget of the Association.

22. NOTICES.

All notices and other documents required to be given by this Declaration or 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 specified for receipt of process herein. All Unit 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 or her 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 or her.

23. RESIDENT AGENT.

The Resident Agent for the Condominium shall be Lawdock, Inc. at 411 East Wisconsin Avenue, Suite 2040, Milwaukee, Wisconsin 53202, or such other person or entity as may be designated from time to time by the Board of Directors of the Association, which designation shall be filed with the Secretary of State of the State of Wisconsin. A designation of a Resident Agent in replacement of said Agent shall be filed by the Association within thirty (30) days after the date Declarant has sold all Units in the Condominium, or at such earlier time as may be requested by said Agent. The Association may designate successors to the Resident Agent by affirmative vote of the Unit owners with a majority of the votes present or represented by proxy at a meeting of the Association at which a quorum is in attendance.

24. MORTGAGEE RIGHTS.

24.1 The holder, insurer or guarantor of any first mortgage or land contract upon a Unit in LAKE POINT CONDOMINIUM ("Mortgagee"), upon the submission of a request to the Association in writing delivered to the Resident Agent (an "Eligible Mortgagee"), shall be entitled to inspect Association documents and records to the same extent as the Unit owners and to receive written notice from the Association of the following matters:

24.1.1 Any condemnation or casualty loss that affects a material portion of LAKE POINT CONDOMINIUM, a Common Element resulting in losses greater than ten percent (10%) of the Association annual budget or the Unit securing its mortgage;

24.1.2 Any sixty (60) day delinquency in the payment of assessments owed by the owner of the Unit on which it holds a mortgage or any breach of the provisions of any instrument or rule governing LAKE POINT CONDOMINIUM which is not cured by such owner within sixty (60) days of such owner's receipt of notice of such breach;

24.1.3 A termination, lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

24.1.4 Any proposed action that requires the consent of a specified percentage of Eligible Mortgagees as specified below or in Article 21 hereof.

24.2 Except as provided by the Act, the Association shall not, unless two-thirds (2/3) of the Eligible Mortgagees (based on one vote for each mortgage owned) have given their prior written consent after a minimum of thirty (30) days' notice is given to the Eligible Mortgagees:

24.2.1 Change the undivided percentage interest in the Common Elements of LAKE POINT CONDOMINIUM appurtenant to any Unit, or the manner of making assessments for common expenses or the allocation of the distribution of insurance proceeds or condemnation awards based upon such percentage;

24.2.2 Partition or subdivide any Unit or Common Elements of LAKE POINT CONDOMINIUM; or

24.2.3 By act or omission seek to abandon or terminate LAKE POINT CONDOMINIUM, encumber, sell, transfer or convey any part of the Common Elements of LAKE POINT CONDOMINIUM or dissolve the Association.

24.2.4 Use hazard insurance proceeds for losses to any Units or Common Elements for other than the repair, replacement or reconstruction of such Units or Common Elements.

24.3 The termination of the legal status of LAKE POINT CONDOMINIUM or removal of the Property from the provisions of the Act, for reasons other than substantial destruction or condemnation, shall not be effective unless agreed to by Eligible Mortgagees that represent at least 67% of the mortgaged Units, provided that such agreement may be deemed given in the event any Eligible Mortgagee fails to submit a response to any written proposal for an amendment within thirty (30) days after it receives notice of the proposal, provided the notice was delivered by certified or registered mail with return receipt requested.

24.4 A majority of the Eligible Mortgagees (based on one vote for each mortgage owned) shall have the right to demand professional management of the Association or an audit for the Association's financial records.

24.5 To be entitled to receive notification as provided for herein and become an Eligible Mortgagee, an Eligible Mortgagee must send a written request to the Resident Agent of Association, stating its name, address and the Unit number or address on which it has a mortgage, insurance policy or guaranty.

24.6 A Mortgagee having a first mortgage and acquiring title to a Unit pursuant to remedies provided in its mortgage or by a deed in lieu of foreclosure following an owner's default under the mortgage shall not be liable for such Unit's unpaid assessments accruing prior to the Mortgagee's acquisition of title to the Unit.

25. DISCLOSURE OF INCLUSIONARY ZONING RESTRICTIONS.

Pursuant to Madison General Ordinance Section 28.04(25), the City of Madison has required that certain of the Units be subject to certain restrictions as set forth in the Land Use Restriction dated June 27, 2005 and recorded in the Dane County Register of Deeds office as Document No. 4155483, on January 24, 2006 (the "Land Use Restriction"). Specifically, the following Units are subject to the Land Use Restriction (the "Inclusionary Zoning Units"):

- Unit No. 157 (1813 Lakepoint)
- Unit No. 144 (5335 Lake Park Boulevard)
- Unit No. 107 (5343 Garden View Court)
- Unit No. 112 (5367 Garden View Court)

Unit No. 121 (5326 Garden View Court)

Unit No. 101 (5325 Garden View Court)

Unit No. 161 (1821 Broadway)

Unit No. 154 (1807 Broadway).

Pursuant to the Land Use Restriction, upon the purchase of an Inclusionary Zoning Unit from the Declarant, the purchaser must, at the time of acquisition, grant an option to purchase to the City of Madison whereby the City has the right to purchase such unit on the terms set forth in the option that is attached as Exhibit C to the Land Use Restriction.

26. NUMBER AND GENDER.

Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

27. CAPTIONS.

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


28. SEVERABILITY AND ASSIGNMENT.

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 enforceability of the remaining portion of said provision or of any other provision hereof. Declarant may freely assign any and all rights provided to Declarant herein.

IN WITNESS WHEREOF, the said Lake Point Madison LLC, a Wisconsin limited liability company, Declarant, has caused this document to be executed as of the date first set forth above.

LAKE POINT MADISON LLC,
a Wisconsin limited liability company

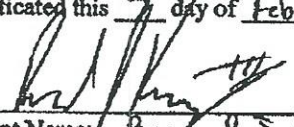
By: Coach House Development LLC,
Its manager

By: 
Jeffery Rodman, Authorized Member

000846

AUTHENTICATION

Signature of Jeffery Rodman, as authorized member of Coach House Development LLC, manager of Lake Point Madison LLC, is authenticated this 7 day of February, 2006.


Print Name: Bernard J. Kearney III
Title: Member, State Bar of Wisconsin

This instrument was drafted by:

Bernard J. Kearney III
Quarles & Brady LLP
411 East Wisconsin Avenue
Milwaukee, Wisconsin 53202


000847

CONSENT OF MORTGAGEE

The undersigned first mortgagee of the Property consents to the recordation of this Declaration and executes this Declaration pursuant to Section 703.09(1c) of the Act.

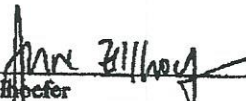
**Community Development Authority
of the City of Madison**

By: 
Stuart Levitan, Chair

By: 
Mark A. Olinger, Secretary

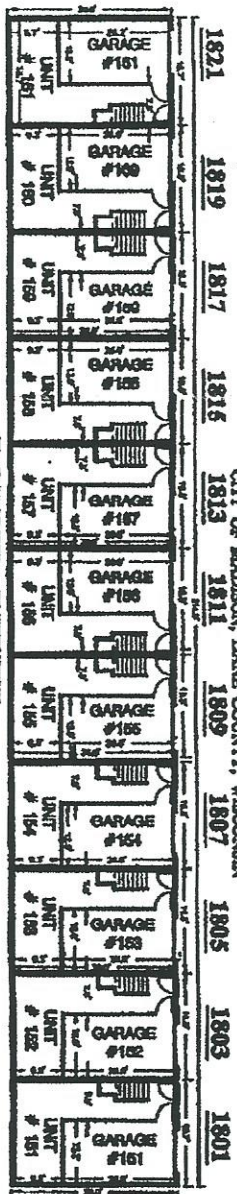
AUTHENTICATION

Signatures of Stuart Levitan, Chair, and Mark A Olinger, Secretary, authenticated this 9th
day of February, 2006.

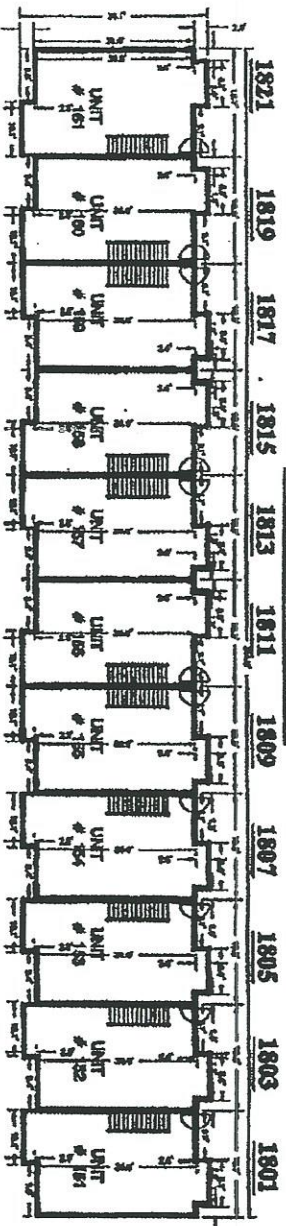

Anne Zellhoefer
Member, State Bar of Wisconsin
State Bar No. 01001380

LAKE POINT CONDOMINIUM

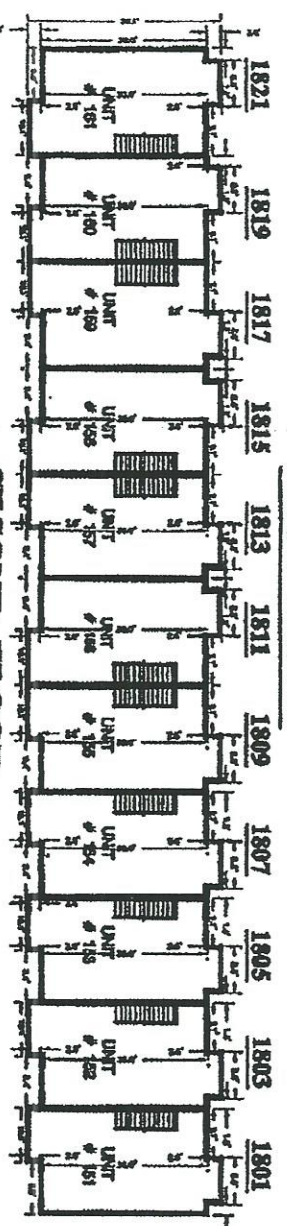
CITY OF MADISON, DANE COUNTY, WISCONSIN



LOWER LEVEL



FIRST FLOOR



SECOND FLOOR

1801, 1803, 1805,
1807, 1809, 1811,
1813, 1815, 1817,
1819 & 1821
CONSERVATION
PLACE



UNIT # UNIT AREA

UNIT #	UNIT AREA
1801	1,278 sq. ft.
1802	1,278 sq. ft.
1803	1,278 sq. ft.
1804	1,278 sq. ft.
1805	1,278 sq. ft.
1806	1,278 sq. ft.
1807	1,278 sq. ft.
1808	1,278 sq. ft.
1809	1,278 sq. ft.
1810	1,278 sq. ft.
1811	1,278 sq. ft.
1812	1,278 sq. ft.
1813	1,278 sq. ft.
1814	1,278 sq. ft.
1815	1,278 sq. ft.
1816	1,278 sq. ft.
1817	1,278 sq. ft.
1818	1,278 sq. ft.
1819	1,278 sq. ft.
1820	1,278 sq. ft.
1821	1,278 sq. ft.

* DIMENSIONS AND UNIT AREAS ARE APPROXIMATE AND NOT SHOWN ON DRAWINGS BY OWNER.

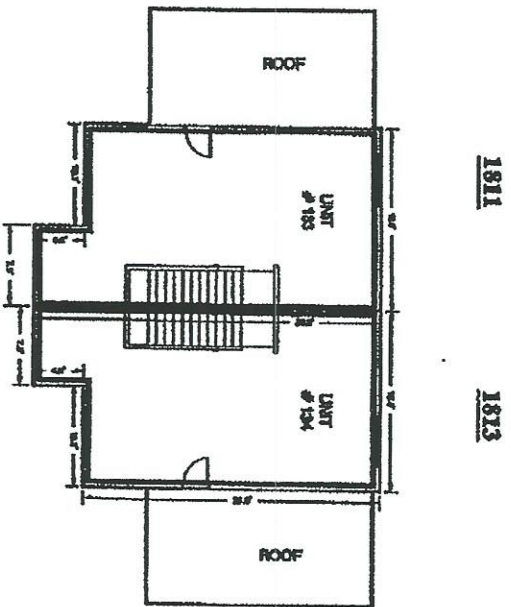
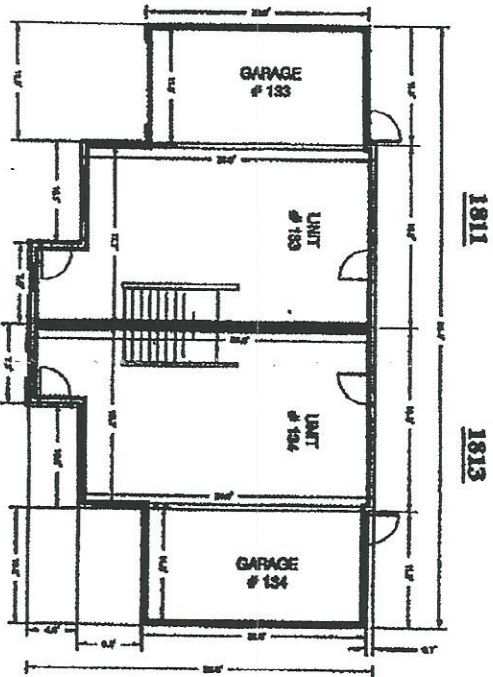
National Survey & Engineering
200 West 100th Street
Madison, WI 53713
Tel: 608-261-1000
Fax: 608-261-1001
www.nsewi.com

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Grantor/Agent:

LAKE POINT CONDOMINIUM

CITY OF MADISON, DANE COUNTY, WISCONSIN

1811 - 1813 LAKE POINT DRIVE



UNIT #	UNIT AREA*
183	1,270 sq. ft.
184	1,270 sq. ft.

* DIMENSIONS AND UNIT AREAS ARE APPROXIMATE AND ARE BASED ON DIMENSIONS BY OTHERS.



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Grantor/Agent AS

National Survey & Engineering
202-981-4000
1400 W. BROADWAY
MADISON, WI 53703-4000
www.nseinc.com
REGISTERED PROFESSIONAL ENGINEERS
REGISTERED SURVEYORS
REGISTERED LAND SURVEYORS
REGISTERED PROFESSIONAL ENGINEERS
REGISTERED SURVEYORS

000851

LAKE POINT CONDOMINIUM

CITY OF MADISON, DANE COUNTY, WISCONSIN

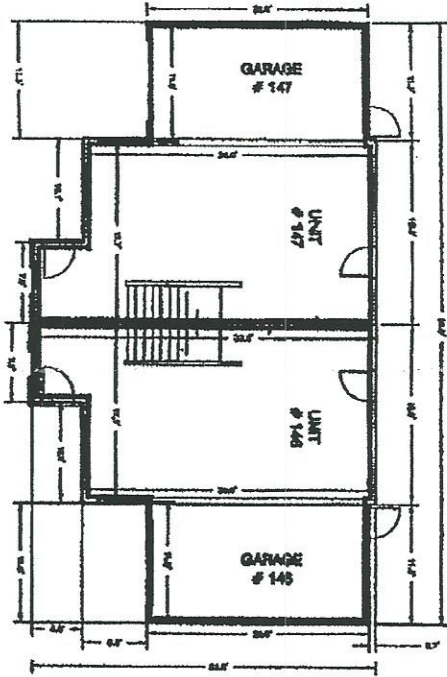
5326 - 5328 LAKE PARK BOULEVARD

5328

5326

5328

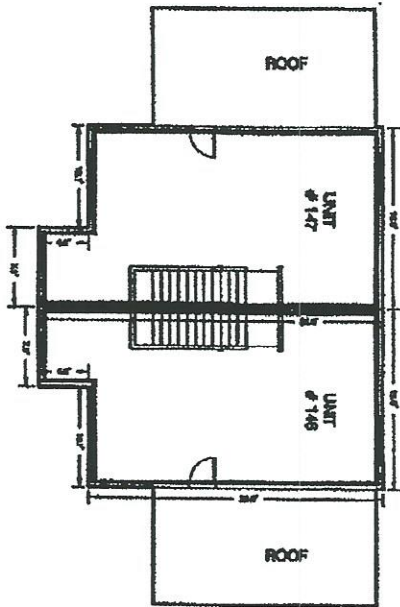
5326



FIRST FLOOR

UNIT #	UNIT AREA*
148	1,250 SQ. FT.
147	1,270 SQ. FT.

* DIMENSIONS AND UNIT AREAS ARE APPROXIMATE AND ARE BASED ON DRAWINGS BY OWNER.



SECOND FLOOR

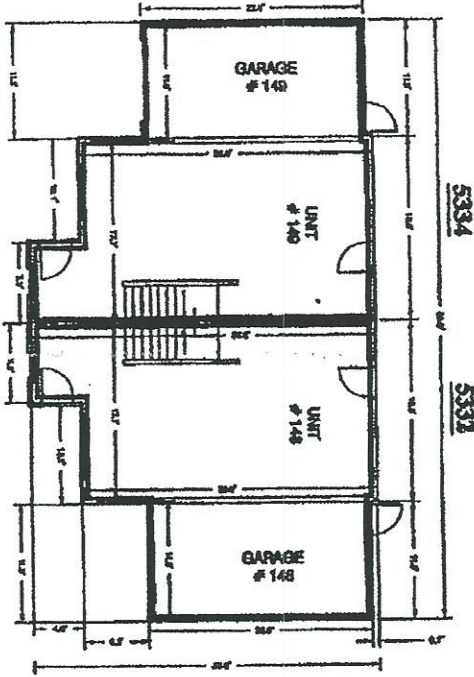
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Grantor/Agent MD

National Survey & Engineering
 202 WEST LOMA
 MADISON, WISCONSIN 53713
 PHONE: 278-4444
 FAX: 278-4444
 WWW: WWW.NSEWI.COM
 LICENSE: WISCONSIN 100000-0000
 REGISTERED PROFESSIONAL ENGINEER
 REGISTERED SURVEYOR

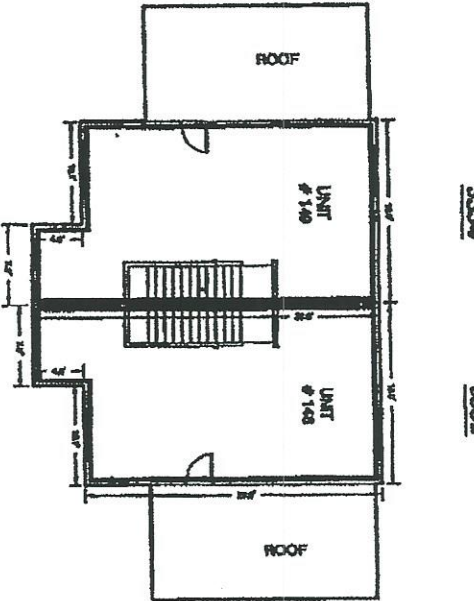
000852

LAKE POINT CONDOMINIUM

CITY OF MADISON, DANE COUNTY, WISCONSIN
5332 & 5334 LAKE PARK BOULEVARD



FIRST FLOOR



SECOND FLOOR

UNIT #	UNIT AREA*
148	1,270 sq. ft.
140	1,290 sq. ft.

* DIMENSIONS AND UNIT AREAS ARE APPROXIMATE AND ARE BASED ON DRAWINGS BY OTHERS.



National 302-581-0000
Survey & Engineering INCORPORATED
1745 W. STATE STREET
MADISON, WISCONSIN 53706
FAX: 302-581-0001
WWW.NATIONALSURVEYENGINEERING.COM
REGISTERED PROFESSIONAL ENGINEERS
REGISTERED SURVEYORS
REGISTERED CIVIL ENGINEERS

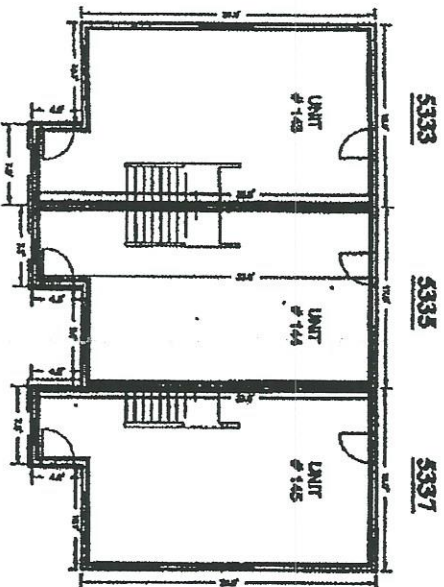
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Grantor/Agent

6558000

LAKE POINT CONDOMINIUM

CITY OF MADISON, DANE COUNTY, WISCONSIN

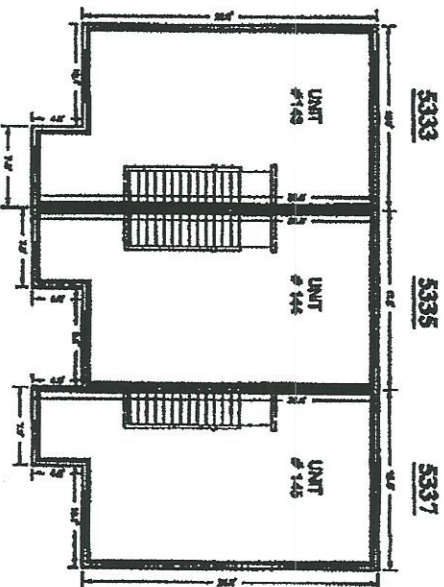
5333, 5335 & 5337 LAKE PARK BOULEVARD



FIRST FLOOR

UNIT #	AREA +/-
143	1,022 sq. ft. +/-
144	1,022 sq. ft. +/-
145	1,022 sq. ft. +/-

* BUILDINGS AND UNIT AREAS ARE APPROXIMATE AND ARE BASED ON DRAWINGS BY CONCRETE AREA DOES NOT INCLUDE OVERAGE INSPECTION BLDG. DMV.



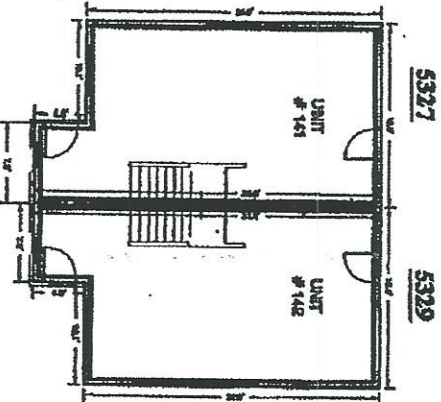
SECOND FLOOR

National Survey & Engineering
 2000 Wisconsin Ave.
 Madison, WI 53706
 (608) 261-1111
 www.nse.com

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 Grantor/Agent _____

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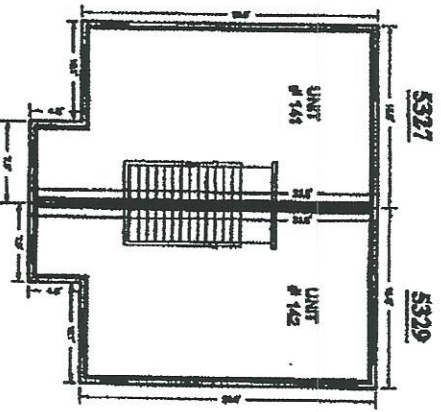
LAKE POINT CONDOMINIUM
 CITY OF MADISON, DANE COUNTY, WISCONSIN
5327 & 5329 LAKE PARK BOULEVARD



FIRST FLOOR

UNIT #	UNIT AREA**
141	1,270 sq. ft.
142	1,269 sq. ft.

* DIMENSIONS AND UNIT AREAS ARE APPROXIMATE AND ARE BASED ON DRAWINGS BY OTHERS. AREA DOES NOT INCLUDE GARAGE IN SEPARATE BUILDING.



SECOND FLOOR

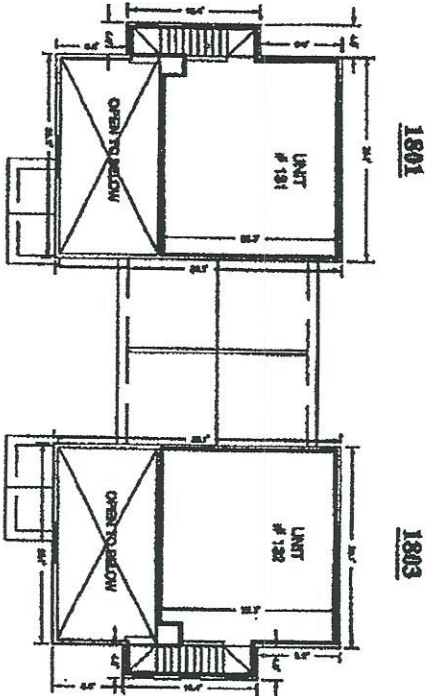
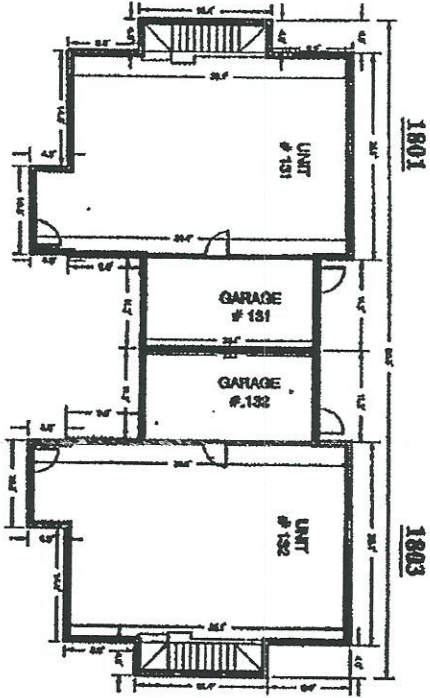
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 Grantor/Agent

National Survey & Engineering
 200 West Industrial Road
 Madison, WI 53704-4002
 Phone: 608-777-5222
 Fax: 608-777-5222
 www.nsewi.com
 02/15

000855

LAKE POINT CONDOMINIUM

CITY OF MADISON, DANE COUNTY, WISCONSIN
1801 & 1803 LAKE POINT DRIVE



FIRST FLOOR

SECOND FLOOR

UNIT #	UNIT AREA
181	1,729 sq. ft.
182	1,729 sq. ft.

* DIMENSIONS AND UNIT AREAS ARE APPROXIMATE AND ARE BASED ON DRAWINGS BY OTHERS.



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MADISON, WISCONSIN 53706
TEL: 608/278-1100
FAX: 608/278-1101
www.nse.com
REGISTERED PROFESSIONAL ENGINEERS
REGISTER # 08719

000856

LAKE POINT CONDOMINIUM

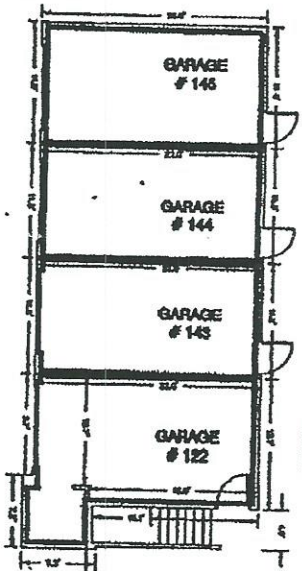
CITY OF MADISON, DANE COUNTY, WISCONSIN

5328 GARDEN VIEW COURT

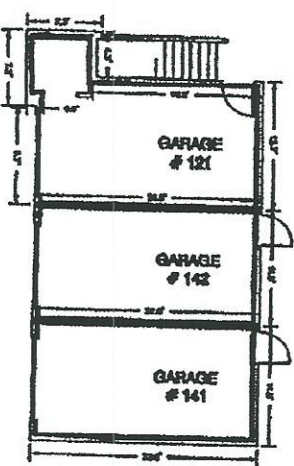
5326 GARDEN VIEW COURT

UNIT #	UNIT AREA*
121	1,091 sq. ft.
122	1,241 sq. ft.
141 GARAGE	224 sq. ft.
142 GARAGE	224 sq. ft.
143 GARAGE	224 sq. ft.
144 GARAGE	224 sq. ft.
145 GARAGE	224 sq. ft.

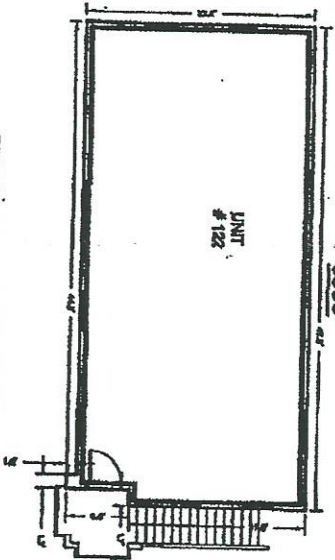
* DIMENSIONS AND UNIT AREAS ARE APPROXIMATE AND BASED ON DRAWINGS BY OTHERS.



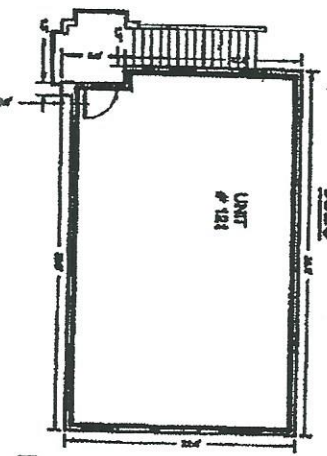
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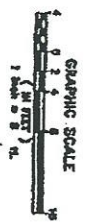
FIRST FLOOR / GARAGES



SECOND FLOOR



SECOND FLOOR



National 202.781.4800
Survey & Engineering 608.263.0200
 1000 W. Wisconsin Ave., Suite 200
 Madison, WI 53706
 www.national-survey.com
 REGISTERED PROFESSIONAL ENGINEER
 LICENSE NO. 36823
 DATE 1/07/13

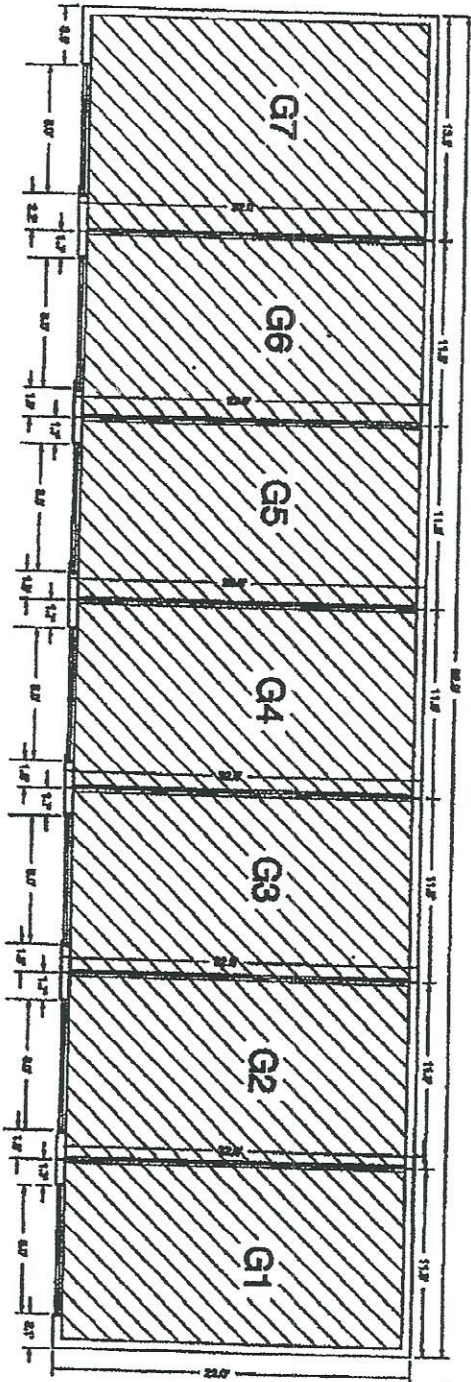
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GARAGES

 LIMITED COMMON ELEMENT



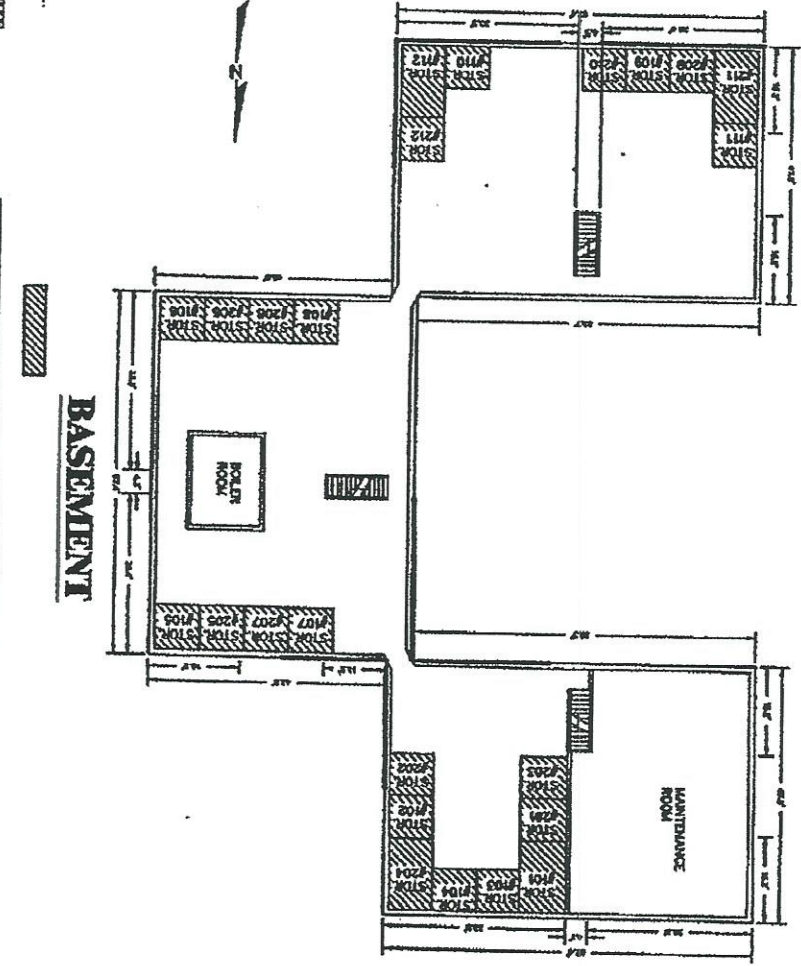
National 262-91-1000
Survey & Engineering 262-91-11275
 1200 W. Zimmerman Road
 Madison, WI 53704-4033
 www.national-survey.com
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 SHEET 16 OF 23

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CITY OF MADISON, DANE COUNTY, WISCONSIN



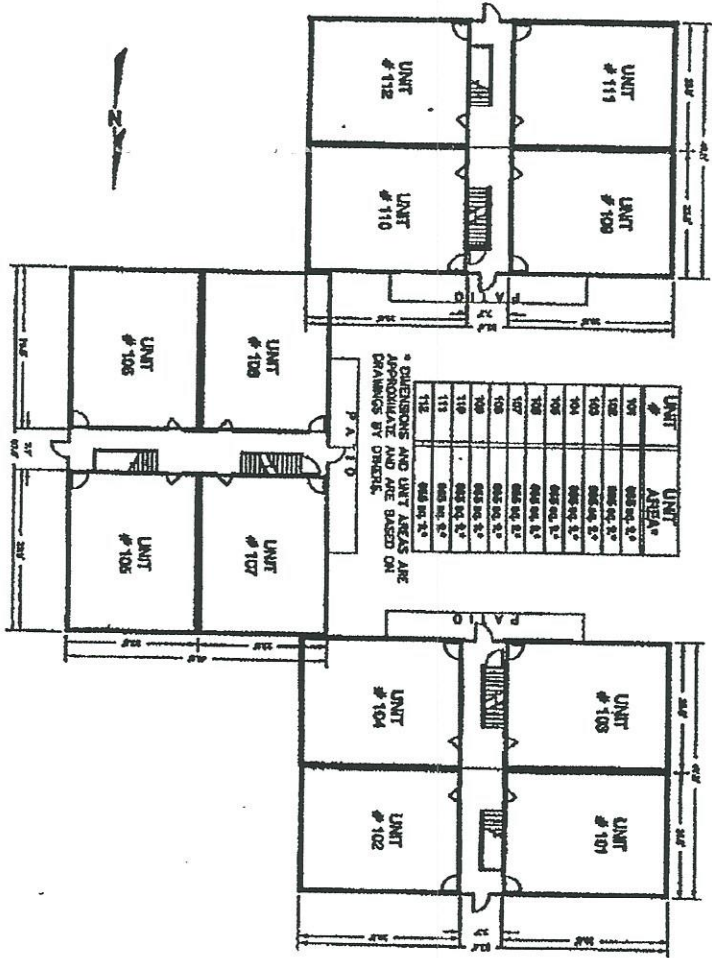
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FIRST FLOOR

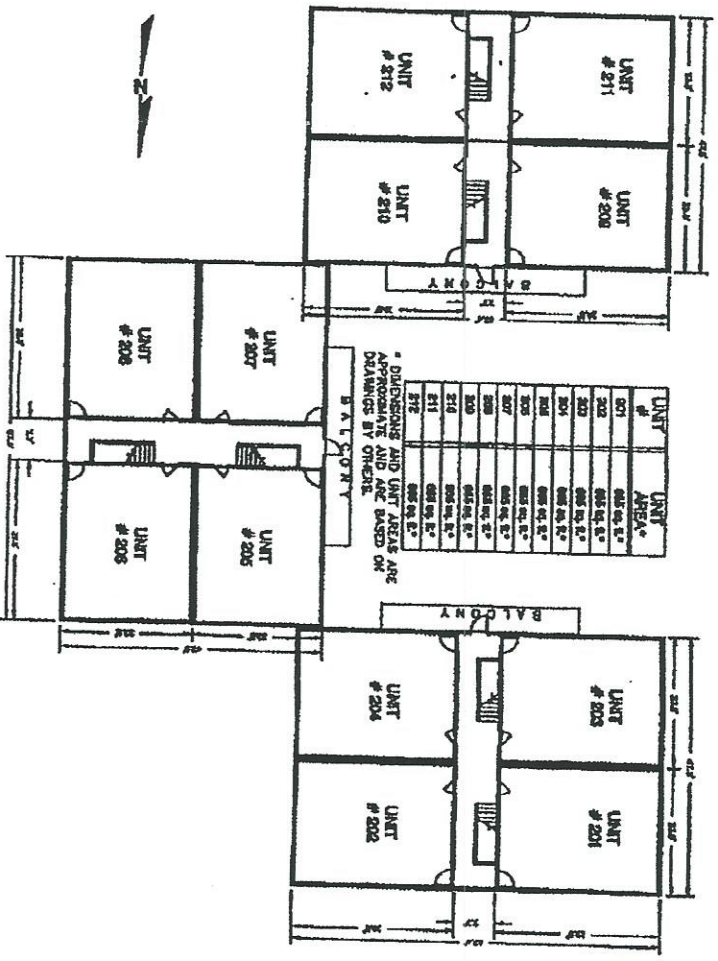
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 Grantor/Agent: *W.B.*

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LAKE POINT CONDOMINIUM

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SECOND FLOOR

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