

DECLARATION OF CONDOMINIUM
OF
THE MANORS CONDOMINIUMS OF MADISON

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This Declaration of Condominium is made under the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes, by Westowne/Brookfield Partners, a Wisconsin Limited Partnership, as owner of the property, hereinafter referred to as the "Declarant", WITNESSETH:

WHEREAS, it is the intent of the Declarant by this Declaration to submit the Property located at 865-887 Kottke Drive, Madison, Dane County, Wisconsin (as hereinafter further defined and described) to the provisions of the Wisconsin Condominium Ownership Act as amended from time to time (hereinafter sometimes referred to as "the Act"), and is further desirous of establishing for its own benefit and that of all future owners or Occupants of the Property, or any part thereof (which shall be known as the "the Manors Condominiums of Madison"), certain easements and rights in, over and upon the Property and mutually beneficial restrictions and obligations with respect to the use and maintenance of the Property; and

WHEREAS, Declarant desires and intends that the several owners, mortgagees, occupants and other persons hereafter acquiring any interest in the Property shall at all times enjoy the benefits of, and shall hold their interests subject to, the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of ownership and to facilitate the proper administration of the Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property;

NOW, THEREFORE, Declarant, as the Owner of the Parcel described in Exhibit "A", and for the purposes above set forth, DECLARES AS FOLLOWS:

ARTICLE I

Definitions

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

1. **Act.** The Wisconsin Condominium Ownership Act, as amended from time to time.
2. **Association.** The Manors Condominiums of Madison Association, a Wisconsin Not-For-Profit Corporation, acting pursuant to the By-Laws through its duly elected Board.
3. **Board.** The Board of Directors of the Association selected pursuant to the terms of this Declaration, the Articles of Incorporation of the Association and the By-Laws of the Association.
4. **Building or Buildings.** The Buildings located on the Parcel and forming part of the Property and containing the Units as indicated by the Plat or Plats for the Manors Condominiums of Madison.
5. **Condominium.** All the land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including the Buildings and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provisions of the Act. For purposes of this Declaration, the terms Property and Condominium shall be considered interchangeable as to the rights and obligations contained herein.
6. **Common Elements.** All portions of the Property, excluding the Units.
7. **Common Expenses; Common Surplus.** The proposed or actual expenses affecting the Property, including Reserves (as hereinafter defined), lawfully assessed by the Board which shall consist of the expenses of administration (including management and professional services), maintenance, operation, repair and replacement of the Common Elements; the cost of additions, alterations, or improvements of the Common Elements; the cost of insurance required or permitted to be obtained by the Board; utility expenses for the Common Elements, if not separately metered or charged to the Owners; the cost of waste removal, water, sewer, or other necessary utility services to the Condominium Property; other expenses designated as Common Expenses by the Act, this Declaration, or the By-Laws; and any other expenses lawfully incurred by the Association for the common benefit of all of the Owners and lawfully assessed by the Board. The Common Surplus shall consist of the surpluses of the Association.
8. **Declarant; Developer.** Westowne/Brookfield Partners, a Wisconsin Limited Partnership. For purposes of this Declaration, the terms Declarant and Developer shall be considered interchangeable as to the rights and obligations contained herein. The term Declarant,

as defined herein, shall also include such of their successors and assigns who are specifically assigned the respective rights and obligations of Declarant hereunder, and Declarant shall have the right to assign any or all of its rights or obligations to any such successor or assign.

9. Declaration. This instrument, by which the Property is submitted to the provisions of the Act, and which shall include such Amendments, if any, to this instrument as may be adopted from time to time pursuant to the terms hereof.

10. Development Area. The additional property, legally described in Schedule "D" attached hereto and made a part hereof, which may be added to the Property by Declarant and submitted to this Declaration, hereinafter provided in Article IX of this Declaration.

11. Development Plan. The plan by which property in the Development Area will be added to the Property and submitted to this Declaration, the Act and the By-Laws as hereinafter provided in Article IX of this Declaration. The Development Plan presently calls for a total of one hundred fifteen (115) Units in eleven (11) Buildings and may be changed at any time and from time to time by Developer, without notice. The maximum number of Units which may be added, the percentage interests in the Common Elements, the liabilities for Common Expenses and the rights to Common Surplus, and the number of votes appurtenant to each Unit following the addition of property to the Condominium shall be determined according to the Development Plan set forth in Exhibit "E" attached hereto and made a part hereof.

12. First Mortgagee. The holder of a bona fide first mortgage, first trust deed or equivalent security interest covering a Unit or any Parcel in the Development Area.

13. Limited Common Elements. A portion of the Common Elements so designated in this Declaration as being reserved to a certain Unit or Units, to the exclusion of other Units, including, but not limited to, balconies, patios, and sleeve air conditioning units.

14. Occupant. Person or persons, other than an Owner, in lawful possession of one (1) or more Units. A lawful Occupant may be an employee or invitee of a Unit Owner.

15. Owner or Unit Owner. The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.

16. Parcel. The tract of real estate described on the attached Exhibit "A" which is hereby submitted to the provisions of the Act, including any additional real estate situated in the Development Area which may be added to the Condominium by amendment to the Declaration.

17. Person. A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

18. Plat. The Plat or Plats of Survey of the Parcel and all Units in the Property submitted to the provisions of the act, which Plat or Plats are attached hereto as Exhibit "B", and

recorded and filed concurrently with the recording of this Declaration. Declarant reserves the right to make corrections to the Plat.

19. Property. All the land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including the Buildings and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provisions of the Act. For purposes of this Declaration, the terms Property and Condominium shall be considered interchangeable as to the rights and obligations contained herein.

20. Undivided Interest. The percentage of ownership interest in the Common Elements appurtenant to a Dwelling Unit as herein and hereafter allocated on Exhibit "C" hereto, which Exhibit "C" may be amended from time to time.

21. Unit or Dwelling Unit. A part of the Property designated and intended for any type of independent use.

22. Unit Ownership. A part of the Property consisting of one (1) Unit and the undivided interest in the Common Elements appurtenant thereto.

23. Voting Member. One (1) Person with respect to each Unit Ownership designated and entitled to vote at any meeting of the Unit Owners.

ARTICLE II

Units

1. Description and Ownership. All Units in the Buildings located on the Parcel are delineated on the Condominium Plat attached hereto as Exhibit "B". The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Plat. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on the Plat, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act.

Each Unit is bounded by and shall consist of the space enclosed and bounded by the horizontal and vertical planes and perimeters as delineated on Exhibit "B". The outer boundaries of a Unit shall be the interior surface of the perimeter's wall, floors and ceilings. Said Unit shall include the entire front door and any windows or glass surfaces along the wall of any Unit, including the frames or other parts thereof. If there is any minor variance between (a) any existing physical boundaries of any Unit, Common Element or Limited Common Element and (b) this Declaration or Condominium Plat as recorded, the former shall be conclusively presumed to be its boundary. The same presumption shall apply to any authorized repair or reconstruction.

However, in the event of a significant variance, the Condominium Plat or Declaration shall control.

Except as otherwise provided by the Act, no Unit Owner shall, by deed, plat or otherwise combine or subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plat.

2. Certain Structures not Constituting Part of a Unit. Except as a tenant-in-common with all other Unit Owners so served, no Unit Owner shall own any pipes, wires, baseboard heating Elements, conduits, public utility lines, ducts, structural components or utility meters running through his Unit and serving more than his Unit, whether or not such items shall be located in the floors, ceilings or perimeter or interior walls of the Units.

ARTICLE III

Common Elements

1. Description. Except as otherwise provided in this Declaration, the Common Elements shall consist of all portions of the Property, except the individual Units. Without limiting the generality of the foregoing, the Common Elements shall include the land on which the condominium Buildings are located and the surrounding area and landscaping, parking areas, driveways, hallways, laundry areas, landings, roofs, attics, incinerators, pipes, ducts, flues, chutes, electrical wiring and conduits, piping, sewers, sewer line, public utility lines, meters and other utility installations to the outlets, such floors, ceiling and perimeter walls not considered as part of a Unit as shown on the Plat, and all structural parts of the Buildings, including all structural columns located within the boundaries of a Unit. The Common Elements shall also be deemed to include all other areas outside of the condominium Buildings which are part of the Property, including, but not limited to, all open areas and walkways, and any improvements, structures or personal property on the foregoing. The Common Elements shall also be deemed to include any portion of a Building located on the property which is not delineated on Exhibit "B" as a Unit and which may be used for storage and/or maintenance of the property for the benefit of all Unit Owners.

2. Ownership and Use of Common Elements; Voting Rights. Each Unit Owner shall be entitled to and own an undivided interest in the Common Elements, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of such Owner's Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his Unit. Such right to use the Common Elements shall extend to each Unit Owner, his agents, tenants, family members, invitees and all Occupants and shall be subject to the Act, this Declaration and rules and regulations of the Board of Directors of the Association. The schedule attached hereto as Exhibit "C" sets forth the percentage of ownership in the Common Elements

allocated to the respective Units in the Condominium and the number of votes at meetings of the Association appurtenant to each Unit. Exhibit "C" attached hereto is by this reference made a part hereof as though fully set forth herein. The aforesaid percentages of ownership interest and voting rights have been computed and determined in accordance with the Act and shall remain constant unless hereafter changed by recorded Amendment to this Declaration, including a revised Exhibit "C" either in accordance with the Act or as otherwise provided in this Declaration.

3. Limited Common Elements. (a) A portion of the Common Elements are composed of "Limited Common Elements" which are reserved for the use of a certain Unit or Units to the exclusion of other Units. Limited Common Elements shall include patios and air conditioning "sleeve units". Each Unit Owner shall be entitled to the exclusive use and possession of the balcony or balconies, patio or patios, and air conditioning unit or units direct access to which is provided from any part of his respective Unit and which is or are located outside of and adjoining any part of his respective Unit and which may serve one Building or more than one Building.

(b) Those parts of the Common Elements serving exclusively each Building as an inseparable appurtenance thereto, including without limitation, the structural components of each Building (the exterior walls of and contained in each Building, floors, ceiling, roofs, attics, foundations, support columns, conduits and pipes relating to utility facilities placed in each Building and associated fixtures and structures therein, all as may lie outside the Unit boundaries), are hereby designated as Limited Common Elements for the exclusive use and benefit of the Units contained in each Building.

(c) The Board is responsible for the repair, maintenance, operation and appearance of the Limited Common Elements, the cost of which may be assessed in whole or in part to the Unit Owners benefited thereby. The Unit Owners of any Building shall not alter the Limited Common Elements of a Unit or the Building, except to the extent and in conformance with the rules and regulations adopted by the Board.

ARTICLE IV

General Provisions as to Units and Common Elements

1. Submission of Property to the Act. The Property consists of a one-story low-rise building containing twelve (12) Units. The Property is hereby submitted to the Condominium Ownership Act of the State of Wisconsin, as amended.

2. No Severance of Ownership. No Owner shall execute any deed, mortgage, lease or other instrument affecting title to his Unit ownership without including therein both his interest in the Unit and his corresponding percentage of ownership in the 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.

3. No Partition of Common Elements or Units. There shall be no partition of the Common Elements and/or Units through judicial proceedings or otherwise until this Declaration is terminated and the Property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership.

4. Maintenance of Common Elements; Common Expenses. Except as otherwise provided herein, management, repair, alteration and improvement of the Common Elements (including the Limited Common Elements) shall be the responsibility of the Board or the Association. Each Unit Owner shall pay his proportionate share of the Common Expenses (as herein defined) as lawfully assessed by the Board acting pursuant to the By-Laws. In the event of the failure of a Unit Owner to pay his proportionate share when due, the amount thereof shall constitute a lien on the interest of such Unit Owner as provided by the Act. Except as otherwise expressly provided herein, the Declarant hereby agrees to maintain the Common Elements as to and until the date the first Unit is conveyed to a Purchaser. From and after the date of said conveyance, the Association agrees to maintain, repair and replace the Common Elements.

5. Reserves; Initial Capital Contribution to Reserves. The Association shall build up and maintain a reasonable reserve for operations, contingencies and replacements (hereinafter referred to as "the Reserve"). To establish such Reserve the Developer shall collect from each Unit Owner upon the initial conveyance of a Unit by the Developer to the Unit Owner an amount equal to three (3) times the monthly assessment for the Unit being conveyed and shall remit such amount to the Association. The Developer may not use any of the Reserves to defray any of its expenses or make up any budget deficits while Developer is in control of the Association.

6. Patios. All patios shall be part of the Limited Common Elements and not a part of any individual Unit; however, each Unit Owner shall be entitled to the exclusive use of that patio, if any, direct access to which is provided from his respective Unit. To the extent a portion of a patio serves more than one Unit, each Unit Owner of the Unit said patio serves shall be entitled to use thereof to the exclusion of other Unit Owners. A Unit Owner shall not change said patio in any manner contrary to such rules and regulations as may be established by the Board or the Association.

7. Easements. (a) Encroachments. In the event that by reason of the construction, settling or shifting of a Building, or the design or construction of any Unit, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any of the Common Elements of any other Unit, or if, by reason of the design or construction of utility systems, any mains, pipes, ducts or conduits serving more than one (1) Unit encroach or shall hereafter encroach upon any part of any Unit, valid mutual easements for the maintenance of such encroachment and for such use and occupancy of the Common Elements are hereby established and shall exist for the Owners of such Units or the Common Elements be created in favor of any owner if such encroachment or use is detrimental to or interferes with the reasonable

use and enjoyment of the Property by the other Owners or if such encroachment or use occurred or is occasioned due to the intentional, willful or negligent conduct of any Owner or Occupant or the agent of either.

(b) Utility and Cable Television Easement. (i) The Wisconsin Bell Telephone Company, Wisconsin Power & Light Company, the County of Dane, the City of Madison, Wisconsin, and all other suppliers of utilities serving or proposing to serve the Property or any portion thereof are hereby granted the right to install, lay, construct, operate, maintain, renew, alter, remove and replace conduits, cables, mains, pipes, wires, transformers, switching apparatus and other equipment, and water, sewer and other utilities, into, over, under, on and through the Common Elements for the purpose of providing utility services to the Property or any portion thereof. The Board may hereafter grant additional utility easements for the benefit of the Property over, under, along and on any portion of the Common Elements, and each Owner hereby grants to the Board an irrevocable power of attorney coupled with an interest to execute, acknowledge, register and record for and in the name of all the Owners, such instruments as may be necessary or appropriate to effectuate the foregoing. Easements are also hereby declared and granted to the Developer or its assignee to install, lay, construct, operate, maintain, renew, repair and replace any conduits, cables, pipes, wires or other equipment or components of a community antenna television service system into, over, under, on and through the Common Elements for the purpose of providing such television service to the Property or other property. (ii) Upon the majority vote of more than fifty percent (50%) of the total votes of the Unit Owners at a meeting duly called for such purpose, the Board of Directors may grant an easement for the laying of cable television cable.

(c) Reservation of Rights. Anything contained in this Declaration to the contrary notwithstanding, Declarant hereby reserves for itself, its agents, employees, contractors, subcontractors, workmen, materialmen, invitees and any successor builders an easement for ingress and egress under, over and across the Common Elements (as amended from time to time by Amendments to Condominium Declaration pursuant to Article IX hereof) or any part thereof, for the purposes of constructing, completing, repairing, maintaining, inspecting, exhibiting, selling and renting any Units then owned by Declarant and for the purpose of constructing, completing, repairing, maintaining, inspecting and exhibiting facilities permitted herein on the Common Elements.

(d) Water Charges; Watering Common Areas; Certain Exterior Water Faucets. All water used by the Declarant, the Association or Unit Owners for maintenance of the Common Elements shall be deemed a Common Expense. The Declarant reserves for itself, the Association and their designees, their successors and assigns, the right to attach hoses and other water sprinkling devices to, and obtain water from, the water faucets on the exterior of the first floor of the Buildings on the Property to furnish water to clean and maintain the Common Elements. If said water faucets are "metered" to a particular Unit Owner, he shall be promptly reimbursed by the Association as to said costs incurred. The duty to maintain, repair and replace the exterior portion of said outside water faucets shall remain in the Owner of each Unit to which said water faucet is connected, but said Unit Owner shall be promptly reimbursed by the Association as to said costs incurred. This grant is perpetual and cannot be terminated without

the consent of the Board and so long as Declarant owns Units in the Property without the consent of the Declarant.

(e) Easements over Parking Areas, Parking Spaces and Driveways; Reservation of Easement. Owners, Occupants and their authorized invitees are hereby granted easements for parking in designated parking spaces upon the parking areas of the Buildings where their Unit is located and upon, over and across the parking area and driveways for ingress and egress therefrom. In addition, Owners, Occupants and their authorized invitees are hereby granted easements for ingress and egress to their designated parking space upon, over and across the parking areas and driveways of the Buildings other than where their Unit is located. In addition, Owners, Occupants and their authorized invitees are hereby granted easements for parking and for ingress and egress over and upon the parking areas and driveways of the Buildings other than where their Unit is located subject to any and all rules and regulations of the Board. In addition, Declarant hereby reserves for itself, its agents, employees, tenants and invitees an easement for ingress and egress over and across the parking areas and driveways located on the Common Elements (as amended from time to time by Amendments to Condominium Declaration pursuant to Article IX hereof).

(f) Easements to Run with the Land. All easements and rights described herein are easements appurtenant to and running with the Land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Owner, purchaser, mortgagee and other persons having an interest in the Property or any part or portion thereof. Reference in any deed of conveyance or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article or described in any other part of this Declaration shall be sufficient to create and reserve such easement and right to the respective grantees, mortgagees and trustees of the Property as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

8. Survey Amendments. Declarant reserves the right to and shall cause to be recorded from time to time, an amended survey or surveys showing the actual locations and dimensions of the boundaries of those Units in the Building in the Development area that are added to the Property pursuant to Article IX hereof after the date Exhibit "B" was prepared. Whenever in this Declaration the term "survey", surveys' or "Exhibit B" appears, it shall be deemed to include such amended survey or surveys as shall be hereafter recorded.

9. Separate Mortgages of Units. Each Unit Owner shall have the right to mortgage or encumber his own respective Unit, together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Property or any part thereof, except his own Unit and his own respective ownership interest in the Common Elements as aforesaid. Within fifteen (15) days of the recording of a mortgage or trust deed against a Unit given by the Owner of that Unit to secure a debt, the Owner shall inform the Board of Directors of the Association of the identity of the lender together with a mailing address at which the lender can receive notices from the Association.

10. Separate Real Estate Taxes. It is intended that real estate taxes are to be separately taxed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements as provided in the Act. In the event that for any year such taxes are not separately taxed to each Unit Owner, but are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Common Elements. Upon authorization by the affirmative vote of not less than a majority of the Unit Owners at a meeting duly called for such purpose, the Board of Directors, acting on behalf of all Unit Owners, shall have the power to seek relief from or in connection with the assessment or levy of any such taxes, special assessments or charges, and any such taxes levied and assessed on any open areas, and to charge and collect all expenses incurred in connection therewith as Common Expenses.

11. Utilities. Each Unit Owner shall pay for his own telephone, electricity and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses.

12. Insurance; Unit Owners. Each Unit Owner shall be responsible for obtaining and keeping in full force and effect his own insurance on the decorating and furnishings and personal property therein, and his personal property stored elsewhere on the Property, and his personal liability as Owner of said Unit, all to the extent not covered by the fire and liability insurance for all of the Unit Owners obtained as part of the Common Expenses as provided in the Declaration and the By-Laws. The Board shall not be responsible for obtaining insurance on any additional alterations or improvements made by any Unit Owner to his own Unit (for example, wall treatments affixed to the Unit wall, etc.) unless and until such Unit Owner shall request the Board, in writing, to do so and shall make arrangements satisfactory to the Board to either pay for or reimburse the Board for any additional premiums attributable thereto; and upon the failure to such Unit Owner so to do, the Board shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements.

Each Unit Owner, the Board and the Association hereby waive and release any and all claim which they may have against any other Unit Owner, the Association, its officers, members of the Board, the Developer, the manager and managing agent of the Property, if any, and their respective employees and agents, for property located in the Unit or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

13. Maintenance, Repairs and Replacement of Common Elements and the Units.

(a) **By the Board.** The Board or the Association, at its expense, shall be responsible for the maintenance, repair and replacement of the exterior portions of the Buildings, and those portions, if any, of each Unit which contribute to the support of the Buildings, excluding, however, interior wall, ceiling and floor surfaces, except to the extent insurance proceeds

received by the Board resulting from said damage or destruction, covers said repairs. In addition, the Board or the Association shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be located within the Unit boundaries as specified in Article II, Paragraphs 1 and 2 exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of an individual Owner under any other provision of this Declaration. The Association by the Board shall authorize any painting or carpeting of any stairways or landings and the exterior of the Buildings. The Board shall further be responsible for any maintenance as hereinabove set forth in this subparagraph in order to meet the requirements of any maintenance, code adopted by the City of Madison. In addition, the Board or the Association, at its expense, shall be responsible for the maintenance, repair and replacement of all landscaping around the Buildings; maintenance and repair of all driveways, walkways, and the parking area, including striping, resurfacing and snow removal; payment of real estate taxes, if any, on any of the Common Elements including, but not limited to the parking area and driveways, open areas and exterior portions of the Buildings.

(b) By the Owner. Except as otherwise provided in subparagraph (a) above, each Unit Owner shall furnish and be responsible for, at his own expense:

(i) All of the maintenance, repairs and replacements within his own Unit, including the windows and doors of his own Unit and all internal installations in such Unit such as refrigerators, ranges and other kitchen appliances, lighting fixtures and other electrical fixtures, and internal plumbing fixtures or installations, and any portion of any other utility service facilities located within the Unit boundaries as specified in Article II, Paragraphs 1 and 2. The Board or the Association may provide, by its rules and regulations, for ordinary maintenance and minor repairs and replacements to be furnished to Units by personnel as a Common Expenses.

(ii) All of the decorating within his own Unit from time to time, including painting, wallpapering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Unit Owner shall be entitled to the exclusive use of such portions of the perimeter walls, floors and ceilings as lie within the boundaries of his Unit as shown on the Plat, and such Unit Owner shall maintain such portions in good condition, at his sole expense, as may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Board or the Association. The interior and exterior surfaces of all windows forming part of a perimeter wall of a Unit shall be cleaned or washed at the expense of each respective Unit Owner. Decorating of the Common Elements (other than interior surfaces within the Units as above provided), and any redecorating of Units to the extent made necessary by any damage to existing decorating of such Units caused by maintenance, repair or replacement is required to cure a latent or patent defect in material or workmanship in the construction of the Property, nor because they may become entitled to the benefit of any construction guarantee or proceeds under policies of insurance. In addition and notwithstanding anything herein above to the contrary, no Unit Owner shall have a claim against the Board, the Association or another Unit Owner for any work ordinarily the responsibility of the Board or the Association, but which the Unit Owner himself has performed or paid for,

unless the same shall have been agreed to in writing in advance by the Board or the Association, or, upon proper request by the Unit Owner that the Board perform said work, the Board fails to so do.

14. Negligence of Owner. Each Unit Owner, the Board and the Association hereby waive any and all claims which they may have against any other Unit Owner due to the negligent act or omission of said Unit Owner, or a member of his family or household pet or of a guest or any other authorized Occupant or visitor of such Unit Owner for damage caused to the Common Elements or Units owned by others, to the extent that such damage is covered by insurance carried by the Association or Board of Directors or the Unit Owner who has suffered a damage. Except as otherwise set forth in this Declaration, if due to the negligent act or omission of a Unit Owner, or of a member of his family or household pet or of a guest or other authorized Occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a Common Expenses, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board, which determinations shall be uniformly applied considering the particular circumstances of each situation.

15. Joint Facilities. To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment facilities or fixtures affecting or serving other Units or the Common Elements, the use thereof by the individual Unit Owners shall be subject to the rules and regulations of the Board. The authorized representatives of the Association or the Board, or of the manager or managing agent for the Property shall be entitled to reasonable access to the individual Units as may be required in connection with maintenance, repairs or replacements of or to the Common Elements or any equipment, facilities or fixtures affecting or serving other Units or the Common Elements.

16. Alterations, Additions and Improvements. No alterations of any Common Elements, or additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Board, including, but not limited to, the construction of any decks or fencing.

ARTICLE V

Covenants and Restrictions as to Use and Occupancy

The Units and Common Elements shall be occupied and used as follows:

1. **Use.** No part of the Property shall be used for other than housing and related common purposes for which the Property was designed. Each Dwelling Unit shall be used as a residence for a single family of a Unit Owner, the employee or invitee of a Unit Owner, or the tenant of a Unit Owner subject to the restrictions set forth in paragraph 16 of this Article, and for no other

purposes. The parking spaces shall be used for parking operable automobiles and motorcycles and for no other purposes, subject to such reasonable rules and regulations as may be adopted by the Board. Campers, trailers, vans, pick-up trucks, recreational vehicles, and other types of non-passenger vehicles and accessories, including boats and snowmobiles, shall be stored only upon written consent from the Board. The Board may authorize such vehicles and items parked in violation of this provision to be towed away and any such towing charge shall become a lien on the Unit Owner if he owns the vehicle or item or his Occupant owns same.

2. Restrictions. There shall be no obstruction on of the Common Elements nor shall anything be stored in, on, under or above the Common Elements (except in areas designed for such purpose) without the prior written consent of the Board except as hereinafter expressly provided. Owners shall be obligated to maintain and keep in good order and repair their respective Units.

3. Prohibited Use. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance without the written consent of the Board. Owners shall not permit anything to be done or kept in their respective Units or in the Common Elements which will result in the cancellation of insurance or which would be in violation of any law. No waste shall be committed in the Common Elements.

4. Owner's Insurance. Owners shall be individually responsible for insuring their personal property in their respective Units, their personal property stored elsewhere on the Property and their personal liability insurance to the extent not covered by the liability insurance for all the Owners obtained by the Board as provided herein.

5. Exterior Surfaces. Owners shall not cause or permit anything to be placed on outside walls, doors and windows of the Buildings, and no sign, awning, canopy, shutter, air conditioning or heating unit (except these already existing), radio or television antenna shall be affixed to or placed in, through or upon the exterior walls, doors, windows or roof or any part thereof, without the prior written consent of the Board. No fencing shall be built adjoining any Unit without the prior written consent of the Board..

6. Pets. No animals of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that one (1) dog or one (1) cat or one (1) other usual household pet not exceeding twenty-five (25) pounds in weight may be kept in a Unit (a total of one (1) pet per Unit), subject to rules and regulations adopted by the Board; provided that any such pet is not kept, bred or maintained for any commercial purposes; and provided further that any such pet kept in violation of rules and regulations adopted by the Board or causing or creating a nuisance or unreasonable disturbance (after causing more than one (1) violation) shall be permanently removed from the Property upon three (3) day's written notice from the Board.

7. Nuisance. No noxious or offensive activity shall be conducted in any Unit or in the Common Elements, nor shall anything be done thereon, either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or Occupants.

8. Structural Integrity. Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the Buildings or the Common Elements or which will structurally change the Buildings or the Common Elements, except as is otherwise provided herein.

9. Unsightliness. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of litter, rubbish, debris and other unsightly materials which must be kept in receptacles provided for such purposes.

10. Commercial Activity. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted in any Unit. This prohibition shall also apply to the Common Elements unless permission from the Board is obtained.

11. "For Sale" and "For Rent" Signs. No "For Sale" or "For Rent" signs, advertising or other displays in excess of five square feet shall be maintained or permitted on any part of the Property. Notwithstanding the foregoing, the right is reserved by the Developer, or its agents to place and maintain on the Common Elements or any Unit it owns, as long as Developer is engaged in sales or leasing activities in connection with the Property, sales models, a sales or leasing office, advertising signs or banners and lighting in connection therewith, at such locations and in such forms as the Developer shall determine.

12. Board Consent. Nothing shall be altered or constructed in or removed from the Common Elements, except upon written consent of the Board.

13. Developer Rights. Notwithstanding any provision hereof to the contrary, at all times and from time to time prior to the sale of the last Unit in the Property, the Developer, the Declarant, beneficiaries of Declarant, their agents, successors and assigns, hereby reserve the right: (a) to lease or sell such Units as the Developer shall determine; (b) to erect and maintain on the Property all advertising signs, banners, lighting and other sales devices for the purpose of aiding the sales or leasing of the Units in the Property; (c) to maintain sales and business offices on the Property to facilitate the sale or leasing of Units therein; and (d) to utilize the Common Elements for ingress and egress in connection with the sale and leasing of Units in the Property, an easement being hereby granted to Developer for said purposes.

14. Exceptions. The Unit restrictions in Paragraphs 1 and 10 of this Article shall not, however, be construed in such a manner as to prohibit an Owner from: (a) maintaining a personal professional library therein; (b) keeping personal business or professional records or accounts therein; or (c) handling personal business or professional business calls or correspondence therefrom, or inviting personal business or professional clients therein, so long as the Unit is not advertised to the general public in any manner as a business establishment. Such uses are expressly declared customarily incident to the principal use for residential purpose and not in violation of Paragraphs 1 and 10 of this article.

15. Obstructions. There shall be no obstruction of hallways, landings, entrances, exits or other portions of the Common Elements nor shall ready access thereto be obstructed or impeded in any manner. Every Owner, Occupant and other person shall be responsible for his personal property in any storage areas and in other portions of the Common Elements. Neither the Board or the Association shall be considered the bailee of any such personal property, nor shall either be responsible for any loss or damage thereto, whether or not due to negligence of the Board and/or the Association.

16. Leases. All lease or rental agreements regarding a Unit shall be in writing and shall be subject to all the terms, conditions and requirements of the Declaration, By-Laws and rules and regulations of the Association. No Unit may be leased or rented for a period less than thirty (30) days. The Owner shall provide a copy of the written lease or rental agreement to the Board within ten (10) days after its execution or the date of occupancy, whichever occurs first. The Association is hereby expressly deemed to be a third party beneficiary of any such lease; and any violation of the Declaration, By-Laws or rules and regulations shall be deemed a default under such lease entitling the Association to exercise any and all remedies under the lease or available at law or equity, regardless of the Owner's action or inaction in response to such default. The foregoing provisions notwithstanding, a Unit may be occupied for a period of less than thirty (30) days by an employee or guest of a corporate Unit Owner provided the occupant is not in violation of any other provision of the Declaration, By-Laws or rules and regulations; in such instances the occupant of the Unit shall be deemed to be the corporate Unit Owner.

17. Required Carpeting and Sound Absorbent Materials. Each Unit Owner shall be required to keep all floor areas of each Unit covered with wall to wall carpeting, including separate padding beneath said carpeting, except for the floor of the kitchen, utility room, bathroom (s) and foyer. As to any washing machines, dryers, trash compactors or similar appliances or devices which may vibrate or cause noise, the Unit Owner housing said appliance shall install sound absorbent material, insulation or devices to reduce the transmission of sound. The Association may install and keep wall to wall carpeting, including separate padding beneath said carpeting, in the main hallways of the Common Elements located within the Buildings.

18. Rules and Regulations. The Association by the Board or its various committees shall have the right to establish rules and regulations concerning the use of the Common Elements.

ARTICLE VI

Damage or Destruction and Restoration of Buildings

1. Insurance. (a) Sufficient Insurance. In the event the improvements forming a part of the Property, or any portion thereof, including any Unit, shall suffer damage or destruction from any cause, and if the proceeds of any policy or policies insuring against such loss, or

damage, and payable be reason thereof, shall be sufficient to pay the cost of rebuilding, repairing or restoring said improvements, then such rebuilding, repairing or restoring shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment therefor; provided, however, that in the event, within thirty (30) days after said damage or destruction, the Unit Owners elect either to sell the Property as hereinafter provided in Article VII or to withdraw the Property from the provisions of the Act, as therein provided, then such repairs, restoration or reconstruction shall not be undertaken. In the event such rebuilding, repair or restoration is not undertaken, the net proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds among all Owners according to each Owner's percentage of ownership in the Common Elements as set forth in Exhibit "C", after first paying out of the share of each Owner the amount of any unpaid liens on that Owner's Unit, in the order of the priority of such liens. This Paragraph shall not apply to the application of any proceeds of any policy or policies insuring against the loss of or damage to the contents of a Unit, which policy or policies were maintained by the Owners of the Unit.

(b) Insufficient Insurance. In the event the Property or the improvements thereon so damaged are not insured against the risk causing the loss or damage, or the insurance proceeds are not sufficient to pay the cost of repair, restoration or reconstruction, and the Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the improvements within one hundred eighty (180) days after said damage or destruction, then the provisions of Section 703.18(2)(b) of the Act shall apply.

2. Repair, Restoration or Reconstruction. Repair, restoration or reconstruction of the improvements as used in this Article, means restoring the improvements to substantially the same condition in which they existed prior to the damage or destruction, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before. Except to the extent otherwise provided by Section 703.18 of the Act, Paragraphs 1 and 2 of this Article VI, and Paragraph 5 of Article X of the Declaration, the Association shall not use hazard insurance proceeds for other than repair, replacement or reconstruction purposes, unless Owners (other than the Declarant) having seventy-five percent (75 %) or more of the total votes in the Association and fifty-one (51%) of the First Mortgagees give their prior written consent thereto.

ARTICLE VII

Sale of the Property

The Owners by affirmative vote of the Owners having seventy-five per cent (75%) or more of the total votes, at a meeting duly called for such purpose, may elect to sell the Property as a whole. Within ten (10) days after the date of the meeting at which such sale is approved, the Board shall give written notice of such action to the holder of any duly recorded first mortgage or trust deed against any Unit Ownership entitled to notice under Article X hereof. Such action

shall be binding upon all Owners, and it shall thereupon become the duty of every Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale; provided, however, that any Owner who did not vote in favor of such action and who files written objection thereto with the Board within twenty (20) days after the date of the meeting at which such sale is approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the fair market value of such Owner's interest, as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such Owner. In the absence of agreement on an appraiser, the Owner and the Board may each select an appraiser, and the two (2) so selected shall select a third. The Owner shall bear the cost of his appointed appraiser and one-half (1/2) of the cost of the third appraiser; the cost of the Board-appointed appraiser and one-half (1/2) of the cost of the third appraiser shall be a Common Expenses. The fair market value shall be determined by a majority of the three appraisers so selected. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal.

ARTICLE VIII

Remedies for Breach of Covenants, Restrictions and Regulations

The violation of any restriction, condition or regulation adopted by the Board, or the breach of any covenant or provision herein contained, shall give the Board the following rights:

(a) To enter upon the Property upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof and Declarant, Developer, or their successors or assigns or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass or conversion of or damage to Property; or

(b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. All expenses of the Board in connection with such actions or proceedings, including court costs and attorney's fees and other fees and expenses and all damages, liquidation or otherwise, together with interest thereon at the maximum legal rate until paid, shall be charged to and assessed against the defaulting Owner and shall be added to and be deemed part of his respective share of the Common Expenses, and the Board shall have a lien for all of the same upon the Unit Ownership of such defaulting Owner and upon all of his additions and improvements thereto. All said rights and remedies are cumulative and may be exercised at anytime and from time to time by the Board.

ARTICLE IX

Expanding the Condominium

1. **Reservation of Right to Expand the Condominium.** Declarant hereby reserves the right and option at any time and from time to time, within a period of seven (7) years after the date of the recording of this Declaration in the office of the Register of Deeds of Dane County, Wisconsin, to expand the Condominium by subjecting Added Property within the Development Area to the Declaration in such a manner that as each Added Property is subjected to the Declaration the percentage of undivided interests in the Common Elements of the preceding and new property shall be reallocated between the Unit Owners on the basis of the aggregate undivided interests in the Common Elements appertaining to the Property. The maximum number of Units which may be added to the Condominium is one hundred three (103) in ten (10) Buildings, all of which are more specifically identified in Exhibit "D" attached hereto and made a part hereof. For purposes of this Article, any portion of the Development Area which is made subject to the Declaration and By-Laws by an Amendment to Condominium Declaration shall be referred to as "Added Property", any Unit from a Building in the Added Property shall be referred to as an "Added Unit" and any Unit from a Building previously included in the Condominium shall be referred to as an "Existing Unit". In making Added Property part of the Condominium, the following shall apply:

(a) The Condominium shall be expanded pursuant to the terms of Section 703.26 of the Act by recording an Amendment or Amendments to this Declaration executed solely by Declarant (each such instrument being hereinafter referred to as "Amendment to Condominium Declaration") which shall set forth the legal description of the Added Property within the Development Area to be annexed to the Property, the new percentage interests of the Unit Owners and the votes which each Unit Owner may cast in the Condominium as expanded and which shall otherwise be in compliance with the requirements of the Act. As an Exhibit to the Amendment to Condominium Declaration the Declarant shall also record an amendment to the Plat that includes the detail and information concerning the Added Property as required in the original Plat.

(b) Upon the recording of each Amendment to the Condominium Declaration, the Added Property therein described shall be deemed submitted to the Act and governed in all respects by the provisions of the condominium instruments and shall thereupon become part of the Property. No portion or portions of the Development Area shall be subject to any of the provisions of the condominium instruments unless and until an Amendment to Condominium Declaration is recorded annexing such portion or portions to the Property as aforesaid. The Unit Owners shall have no rights whatsoever in or to any portion of the Development Area unless and until an Amendment to Condominium Declaration is recorded annexing such portion to the Property as aforesaid. Upon the expiration of said seven (7) year period, no portions of the Development Area which have not theretofore been a part of or annexed to the Property shall

thereafter be annexed to the Property. No portion or portions of the Development Area must be added to the Property by Developer. Portions of the Development Area may be added to the Property at different times within such seven (7) year period.

(c) The identification number of Units which may be added, the percentage interests in the Common Elements, the liabilities for Common Expenses and the rights to common surplus, and the number of votes appurtenant to each Unit following the addition of property to the Condominium shall be determined according to the Development Plan set forth in Exhibit "E" attached hereto and made a part hereof by this reference. The Development Plan shall be subject to the following conditions and restrictions:

(i) The Development Plan may be changed by the Developer at any time or from time to time without notice, and the Developer may amend or supersede the Declaration to comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities. Such change will occur by recording an Amendment to Condominium Declaration.

(ii) Added Property may be made part of the Property at different times; there is no limitation on the order in which Added Property may be made part of the Property; and no particular portion of the Development Area must be made part of the Property;

(iii) The approval of any of the Unit Owners, including their mortgage holders (First Mortgagees), if any, to any Amendment to Condominium Declaration shall not be required and the Unit Owners and First Mortgagees may not prohibit the adding on of Added Property; provided, however, that where required by law or governmental regulation the consent of any governmental or quasi-governmental agency that holds, insures or guarantees any mortgage on any Unit at the time of the Amendment to Condominium Declaration shall be obtained.

(iv) Except as may be required by applicable laws and ordinances, there shall be no limitations on fixing the boundaries of the Added Property or on the location of improvements which may be made on the Development Area.

2. Exhibits to Amendments to Condominium Declaration. Each Amendment to Condominium Declaration shall include:

(a) An Amendment to the legal description on Exhibit "A" of this Declaration which shall add to the legal description of the Parcel that portion or portions of the Development Area annexed to the Property;

(b) An Amendment to the legal description on Exhibit "B" of this Declaration which shall add to the legal description of the Parcel that portion or portions of the Development Area annexed to the Property;

(c) An Amendment to Exhibit "C" attached hereto which shall set forth the amended percentages of ownership interest in the Common Elements, including the Common Elements attributable to those portions of the Development Area annexed to the Property; allocable to each Unit, including all Existing Units and Added Units added by such Amendment to Condominium Declaration and which shows the votes which each Unit Owner may cast in the Condominium as expanded; and

(d) An Amendment to Exhibit "D" attached hereto which shall subtract from the legal description of the Development area those portions of Development Area annexed to the Property by such Amendment to Condominium Declaration.

3. Determination of Percentage of Ownership in Common Elements; Effect of Amendment. The percentages of ownership interest in the Common Elements allocable to each Unit, as amended by each Amendment to the Condominium Declaration, shall be as set forth in Exhibit "E" attached hereto and made a part hereof. All of the provisions of the condominium instruments, as amended by each successive Amendment to Condominium declaration, shall be deemed to apply to all of the Units (both the Added Units and the Existing Units) and to all of the Common Elements (both the added Common Elements and the Existing Common Elements). The recording of an Amendment to the Condominium Declaration shall not alter or affect the amount of any lien for Common Expenses due from the Unit Owner of any Existing Unit prior to such recording, nor the respective amounts theretofore assessed to or due from Unit Owners of Existing Units for Common Expenses or other assessments.

4. Existing Mortgages. Upon recording of each Amendment to the Condominium Declaration, the lien of each mortgage encumbering an Existing Unit, together with its appurtenant percentage of ownership interest in the Existing Common Elements, shall automatically be deemed to be adjusted and amended to encumber such Unit and the respective percentage of ownership interest in the Common Elements for such Existing Unit as set forth in such Amendment to condominium Declaration, and the lien of such mortgage shall automatically attach to such percentage interest in the added Common Element.

5. Binding Effect. Each Unit Owner and each mortgagee, grantee, heir, administrator, executor, legal representative, successor and assign of such Unit Owner, by such person's entity's acceptance of any deed or mortgage or other interest in or with respect to any Unit Ownership shall be deemed to have expressly agreed and consented to :

(a) Each and all of the provisions of this Article IX;

(b) The recording of each Amendment to the Condominium declaration which may amend and adjust such person's or entity's respective interest in the Common Elements and the added Common Elements, including the Existing Common Elements and the Added Common Elements from time to time as provided in this Article IX; and

(c) All of the provisions of each Amendment to the Condominium Declaration which may hereafter be recorded in accordance with the provisions of this Article IX;

(d) The acceptance by any of such persons or entities of any deed, mortgage or other instrument with respect to any Unit Ownership shall, in addition to the foregoing, be deemed to constitute a consent and agreement to and acceptance and confirmation by such person or entity of each of the following provisions as though fully set forth in such deed, mortgage or other instrument;

(i) The percentage of ownership interest in the Common Elements appurtenant to such Unit shall automatically be deemed reconveyed effective upon the recording of each Amendment to the Condominium Declaration and reallocated among the respective Unit Owners in accordance with the amended and adjusted percentages set forth in each such Amendment to Condominium Declaration;

(ii) Such deed, mortgage or other instrument shall be deemed given upon a conditional limitation to the effect that the percentage of ownership interest in the Common Elements appurtenant to such Unit shall be deemed divested pro tanto upon the recording of each such Amendment to Condominium Declaration and revested and reallocated with the amended and adjusted percentages set forth in each such Amendment to Condominium Declaration;

(iii) To the extent required for the purposes of so amending and adjusting such percentages of ownership interest in the Common Elements, as aforesaid, a right of revocation shall be deemed reserved by the Grantor of such deed, mortgage or other instrument with respect to such percentage of ownership interest in the Common Elements granted therein;

(iv) Such adjustments in the percentages of ownership interest in the Common Elements, as set forth in each such Amendment to the Condominium Declaration, shall be deemed to be made by agreement of all Unit Owners and other Persons having any interest in the Property, and shall also be deemed to be an agreement of all Unit Owners and such other Persons to such changes within the contemplation of the act (with the exception of certain agencies as hereinabove set forth in Paragraph 1(c));

(v) Each Unit Owner, by acceptance of the deed conveying his Unit Ownership, agrees for himself and all those claiming under him, including mortgagees, that the condominium instruments and each Amendment to the Condominium Declaration is and shall be deemed to be in accordance with the Act.

ARTICLE X

Rights of First Mortgagees

In addition to all other rights of First Mortgagees pursuant to this Declaration, and notwithstanding any other provisions herein to the contrary, First Mortgagees shall have the following rights:

1. Unless at least two thirds (2/3) of the First Mortgagees (based upon one vote for each first mortgage owned) of individual Units have given their prior written approval, the Association shall not be entitled to:

(a) By act or omission seek to abandon, partition, subdivide, encumber, expand or contract, add or withdraw, sell or transfer any real estate or improvements thereon which are owned, directly or indirectly, by the Association for the benefit of the Units and the Owners. The granting of easements for public utilities or for other purposes consistent with the intended use of such property by the Association shall not for purposes of the foregoing, be deemed to be a transfer.

(b) Change the method of determining the obligations, assessments, dues, reserves or maintenance, repair and replacement of Common Elements, subordination of liens, or other charges which may be levied against a Unit and the Owner thereof as provided in the By-Laws.

(c) By act or omission waive, abandon or materially change any scheme or regulations or enforcement thereof pertaining to the architectural design or the exterior appearance of any Dwelling Unit, the exterior maintenance of any such Dwelling Unit, or the maintenance of the Property.

(d) Fail to maintain fire and extended coverage insurance on the insurable improvements to the Common Elements in an amount not less than one hundred percent (100%) of the full insurable replacement cost.

(e) Use hazard insurance proceeds for losses to any improvements to the Common Elements for other than the repair, replacement or reconstruction of such improvements in substantial conformity with the original plans and specifications and this Declaration..

(f) Change the responsibility for maintenance and repairs of the Common Elements and /or the Units thereof or the right to the use thereof as provided in Article 1V.

(g) Change to self-management when professional management had been required previously by any governmental or quasi-governmental agency.

(h) Change the interests in the Common Elements or Limited Common Elements or right to their use, whether as a result of partial condemnation or destruction or otherwise.

(i) Change the boundaries of any Unit.

(j) Change the voting rights of any member of the Association.

(k) Impose any restrictions on a Unit Owner's right to sell or transfer his or her Unit.

(l) By act or omission, seek to terminate the legal status of the Association after substantial destruction or condemnation.

(m) Change the insurance requirements or fidelity bond requirements stated herein.

(n) Change any provisions herein as to leasing of Units.

(o) Change any provisions herein concerning the conversion of Units into Common Elements or Common Elements into Units.

Approval of the amendments in this paragraph by First Mortgagees may be implied when a First Mortgagee fails to submit a written response to any written proposal for an amendment within thirty (30) days after it receives notice of said proposal, if the notice was delivered by certified or registered mail, with a "return receipt" requested.

2. First Mortgagees shall have the right to examine the books and records of the Association at reasonable times during normal business hours.

3. First Mortgagees may, jointly or singularly, pay taxes or other charges which are in default and which may or have become a charge against the Common Elements and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common Elements and First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

4. Any First Mortgagee, at its written request, shall be entitled to written notice from the Board of any default by the mortgagor of such Unit in the performance of such mortgagor's obligations hereunder or under the By-Laws or rules and regulations of the Association which is not cured within thirty (30) days.

5. First Mortgagees are entitled to timely written notice, if requested in writing, of:

(a) Any condemnation or casualty loss that affects either a material portion of the project or the Unit securing its mortgage;

(b) Any sixty (60) day delinquency in the payment of the assessments or charges owned by the Owner of any Unit on which it holds the mortgage;

(c) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Owner's Association;

(d) An proposed action that requires the consent of a specified percentage of eligible mortgage holders;

(e) Changes in the boundaries of any Unit or the exclusive easement rights appurtenant thereto;

(f) Changes in the interests in the Common Elements or Limited Common Elements pertaining to any Unit or the liability for Common Expenses pertaining to any Unit;

(g) Changes in the number of votes in the Association pertaining to any Unit, or the purposes to which any Unit or the Common Elements are restricted; and

(h) Any proposed termination of the condominium; provided, however, that the removal of the condominium from the provisions of the Act shall be subject to the requirements of section 703.28 of the Act..

The request by the First Mortgagee must be made to the Association and must include both name and address of the Unit Owner and the Unit address of the Unit the First Mortgagee has a mortgage on.

6. This Article X may be amended only with the written consent of seventy-five percent (75%) of the First Mortgagees (based upon one vote for each first mortgage owned).

7. Any First Mortgagee who obtains title to a Unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six (6) month's of the Unit's unpaid regularly budgeted assessments or charges accrued prior to the acquisition of title to the Unit by the Mortgagee.

ARTICLE XI

Reserved Rights of Developer

1. **In general.** In addition to any rights or powers reserved or granted to the Developer under the Act, this Declaration or the By-Laws, the Developer shall have the rights and powers set forth in the Article. In the event of a conflict between the provisions of this Articles and any other provisions of this Declaration or the By-Laws, the provisions of this Article shall govern except as otherwise provided in this Article. Developer's rights under this Article shall terminate

at such time as the Developer is not longer vested with or controls title to a portion of any Dwelling Units.

2. Promotion Efforts. Developer shall have the right, in its discretion, to maintain on the Parcel model Dwelling Units, sales and leasing offices, displays, signs and other forms of advertising and, to the extent not prohibited by law, to come upon any portion of the Condominium Property for the purpose of showing the Condominium Property to prospective purchasers or lessees of Dwelling Units, all without the payment of any fee or charge whatsoever. The Developer shall have the right and power to sell or lease a Dwelling Unit to whomever it chooses on whatever terms it, in its sole discretion, shall deem appropriate.

3. Construction. Developer, its agents and contractors shall have the right to come upon the Condominium Property for the purpose of making alterations or improvements to the Condominium Property and shall have the right to store equipment and materials used in the connection with such work on the Condominium Property without payment of any fee or charge whatsoever.

4. Declarant Control of Board. Except as provided below, the Declarant hereby expressly reserves the right to exercise all powers and responsibilities of the Association as assigned to it by this Declaration, the Association By-Laws and section 703.15(2)(c) of the Act. The period of Declarant control shall begin on the date the first Unit is conveyed by Declarant to any person or entity other than the Declarant. The period of Declarant control shall end upon the earlier of the following two (2) events:

(a) the expiration of seven (7) years following the commencement of Declarant control;

(b) the expiration of thirty (30) days after the conveyance to purchasers of seventy-five per cent (75%) of the Common Element interest of all Units to be included in the Condominium pursuant to the Development Plan.

Notwithstanding the above, Unit Owners, other than the Declarant, shall be permitted to elect directors of the Association as expressly granted in section 703.15 (2)(d) of the Act as follows: Prior to the conveyance to purchasers of twenty-five per cent (25%) of the Common Element interest of all Units to be included in the Condominium pursuant to the Development Plan, the Association shall hold a meeting and the Unit Owners other than Declarant shall elect at least twenty-five per cent (25%) of the directors to the Board. Prior to the conveyance to purchasers of fifty per cent (50%) of the Common Element interest of all Units to be included in the Condominium pursuant to the Development Plan, the Association shall hold a meeting and the Unit Owners other than Declarant shall elect at least thirty three and one-third per cent (33 1/3 %) of the directors to the Board.

5. Dedication Rights Reserved. Developer hereby reserves the right at its sole discretion to dedicate or otherwise convey portions of the Parcel (but not those portions on which a Building is situated) to any public agency or governmental authority or quasi-public utility for

purposes of utilities, and right-of-way and easements therefor. Such right to make such dedications or conveyances shall not require the consent, approval or signatures of either the Board or any Unit Owner, and such dedication or conveyance shall be considered fully accomplished and conclusively binding upon each of said Unit Owners and upon the Association when set forth in writing or in a Plat of Dedication executed by the Developer which has been recorded in the Office of the Register of Deeds of Dane County, Wisconsin, provided however, that nothing in this paragraph shall be construed to in any manner require or obligate Developer to make such conveyance or dedication.

In furtherance of the foregoing, an irrevocable power coupled with an interest is hereby granted to the Developer, as agent and attorney -in-fact to make such dedications or conveyances. Each deed, mortgage, trust deed or other instrument with respect to a Unit and the acceptance thereof shall be deemed a grant and acknowledgment of and consent to such power to said attorney-in-fact and shall be deemed to reserve to it the foregoing powers and rights. This right shall expire upon the sale of all the Units.

ARTICLE XII

General Provisions

1. Declarant and Developer's Successors and Assigns. All rights granted to Declarant under this Declaration shall inure to and all obligations of Declarant under this Declaration shall be binding upon the successors and assigns of Declarant; provided, however, that the Unit Owners purchasing individual Units for their own occupancy, shall not be deemed to be successors or assigns of Declarant.

2. Enforcement. In addition to all other rights herein granted to the Association, the Association may enforce the provisions of this Declaration and the Articles of Incorporation, By-Laws and rules and regulations of the Association by any proceeding in law or in equity against any person or persons violating or attempting to violate any such provisions. All rights and remedies may be exercised at anytime and from time to time, cumulatively or otherwise, and failure of the Association to enforce any such provisions shall in no way be deemed a waiver of the right to do so thereafter. All expenses incurred by the Association in connection with any such proceedings, including court costs and attorneys' fees, together with interest thereon at ten percent (10%) per annum, shall be charged to and assessed against any Owner violating such provisions and shall be added to and deemed a part of his assessment and constitute a lien on his

3. Rights of the City of Madison.

(a) The Property shall at all times conform to and be maintained in accordance with the Ordinance and Development Plan approved by the City of Madison and as amended from time to time.

(b) All maintenance, repairs and replacements of the Common Elements shall be made in accordance with the provisions of this Declaration and the applicable requirements of the City of Madison.

(c) The City of Madison shall have the right to enter upon the Property for the purposes of furnishing municipal or emergency services to the Unit Owners or the Common Elements, and to enforce its traffic and other ordinances and regulations including the provisions of subparagraphs 4 (c) and 4(d) hereof.

(d) The City of Madison is hereby authorized to provide necessary maintenance of site improvements within or upon any parking areas and landscaped areas constituting a portion of the Common Elements, also including without limitation, all municipally owned utilities, traffic signs and related equipment.

(e) In the event that the City of Madison should elect to furnish services pursuant to the preceding subparagraph, which services were in fact the obligation of the Condominium Association to so provide and the Association has failed or refused to so provide, then the Association shall be obligated to repay to the City of Madison for all expenses incurred in connection with said maintenance, including reasonable attorneys' fees, if any, incurred by the City in enforcing the rights herein established. The City of Madison shall have the right, in the furtherance of its enforcement of its claim for reimbursement to record a lien against the Common Elements which said lien shall be effective as of the date of recordation; provided, however, that any such lien shall at all times be subordinate to the lien of any First Mortgage. All such costs and expenses are hereby declared to be a Common Expenses of the Association.

(f) Notwithstanding any other provisions of this Declaration, the provisions of this Paragraph may not be altered, amended, or deleted without the written consent of the City of Madison.

4. Insurance Proceeds. In the event of (a) any distribution of any insurance proceeds hereunder as a result of substantial damage to, or destruction of, any part of the Property or (b) any distribution of the proceeds of any award or settlement as a result of condemnation or eminent domain proceedings with respect to any part of the Property, any such distribution shall be made to the Owners and their respective First Mortgagees, as their interests may appear, and no Owner or other party shall be entitled to priority over the First Mortgagee of a Unit with respect to any such distribution to or with respect to such Unit; provided that nothing in this Paragraph shall be construed to deny to the Association the right to apply any such proceeds to repair or replace damaged portions of the Property or to restore what remains of the Property

after condemnation or taking by eminent domain of a part of the Property. The Association shall represent all Owners in any condemnation proceedings and negotiations.

5. Special Amendment. Declarant hereby reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (a) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Developments, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Units, (c) to bring this Declaration into compliance with the Act., or (d) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, an irrevocable power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor or, make, consent to, execute and record a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of Declarant's authority to execute and record Special Amendments. The right of the Declarant to act pursuant to the rights reserved or granted under this Paragraph shall terminate five (5) years from such time as the Declarant no longer holds or controls title to a Unit.

6. Waiver of Claims. Each Unit Owner hereby waives and releases any and all claims which such Owner may have against any other Unit Owner, Occupant, the Association, its Officers, Members of the Board, the Declarant, the Developer, the managing agent, if any, and their respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance. Neither the Declarant, nor the Developer, nor its respective representatives or designees shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authority granted to or delegated to it by or pursuant to this Declaration, or in Declarant's capacity as Developer, contractor, owner, manage or seller of the property, whether or not such claim:

(a) Shall be asserted by any Unit Owner, Occupant, the Board or the Association, or by any person or entity claiming through any of them;

(b) Shall be on account of injury to person or damage to or loss of property wherever located and however caused; or

(c) Shall arise ex contractu or (except in case of gross negligence) ex delictu.

Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Property or any part thereof being or becoming out of repair or

containing any patent or latent defects, or by reason of any act or neglect of any Unit Owner, Occupant, the Board, the Association and their respective agents, employees, guests and invitees or by reason of any neighboring property or personal property located on or about the Property, or by reason of the failure to function, or disrepair of, any utility services (heat, air conditioning, electricity, gas, water, sewage, etc.).

7. Damages. Each Unit Owner shall be responsible for any damages to the Common Elements or to any Unit or Units and also for the maintenance, repairs or replacement caused by or resulting from his negligent act or omission, or the negligent act or omission of a member of his family, his household pet, his guests, visitors or his invitees or of an Occupant of his Unit, including the household pets, guests, visitors or invitees of an Occupant of his Unit.

8. Resident Agent for Service of Process. The initial Resident Agent for service of legal process, as well as for the Condominium generally, shall be Spring & Boe Corporate Partners II, Inc., a Wisconsin corporation, whose address is 3555 South 27th Street, Milwaukee, Wisconsin 53221. The Resident Agent shall also serve, as required by law, as the Registered Agent of the incorporated Association. The Association may, at any time, designate a Successor Agent upon resolution of the Board of Directors. Such substitution shall be effective when duly filed with the Wisconsin Secretary of State.

9. Notices. Notices provided for in this Declaration and in the Act shall be in writing, and shall be addressed to the Board or the Association and delivered to the address of the Registered Agent as herein provided, or to any Unit Owner, at the address of the Unit as the case may be. Any Unit Owner may designate a different address for notices by giving written notice of such change of address to the Board. Notices to Unit Owners shall be deemed delivered when mailed by United States mail, or when delivered in person, or, if addressed to an Owner, when deposited at the door of the Owner's Unit or in his mailbox. Notices to the Board or to the Association shall be deemed delivered when mailed by United States registered mail to the Resident Agent.

10. Notices to Deceased Owner. Notices required to be given any devisee, heir or personal representative of a deceased Unit Owner may be delivered either personally or by mail to such party at the address appearing in the records of the court wherein the estate of such deceased Unit Owner is being administrated.

11. Conveyance. Each grantee of the Declarant and each subsequent grantee by the acceptance of a deed of conveyance, and each purchaser under Articles of Agreement for Condominium Deed, and each Occupant or tenant under a lease for a Unit, accepts the same subject to all restrictions, conditions, covenants, easements, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration; and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind all Unit Owners and any Person having at any time any interest or estate in the Property, and shall inure to the benefit of such Person in like manner as though the

provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or lease.

12. No Waiver. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

13. Amendment. Except as provided in section 703.09 of the Act, or any other portions thereof, or in Article X of this Declaration, the provisions of Article II, Paragraphs 1 and 2 of Article III, Paragraph 7 of Article VIII and this Paragraph 13 of this Article may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, and signed and acknowledged by the President and Secretary of the Board, all of the Unit Owners and all First Mortgagees. Other provisions of this Declaration, excepting those affected by Paragraph 5 of this Article, may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the President and Secretary of the Board, and certifying that the Unit Owners having at least two-thirds (2/3) of the total votes have approved such amendment at a meeting of the Association duly called for such purpose, and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all First Mortgagees, no less than ten (10) days prior to the date of such affidavit. If a First Mortgagee does not respond within thirty (30) days, its response is deemed to be waived. Provided, however, that pursuant to section 703.28 of the Act the consent of all of the Unit Owners and all of the holders of lines affecting the Units shall be obtained in order to terminate the Condominium and remove the Condominium from the provisions of the Act.

No amendment to this Declaration shall affect the rights of the City of Madison without its consent. Any change, modification or rescission shall be effective upon recording of such instrument in the Office of the Register of Deeds, Dane County, Wisconsin.

14. Partial Invalidity. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

15. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first class condominium complex.

16. Lease. The provisions of the Condominium Ownership Act, the Declaration, By-Laws, other condominium instruments, and rules and regulations that relate to the use of the Units or the Common Elements shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in any lease of any Unit.

17. **Conflict.** In the event of a conflict between any provision of this Declaration and any provision of the Wisconsin Condominium Ownership Act, as amended, the provision of the Wisconsin Condominium Ownership Act shall prevail.

IN WITNESS WHEREOF, said Declarant as aforesaid has caused its seal to be affixed hereunder and has caused its name to be signed by its General Partner.

WESTOWNE/BROOKFIELD PARTNERS,
a Wisconsin Limited Partnership,

By: SPRING & BOE CORPORATE PARTNERS II, INC.,
its General Partner

By: _____
Its

(SEAL)
ATTEST: _____
Its

STATE OF WISCONSIN
COUNTY OF _____

I, _____, a Notary Public in and for said County and State, do hereby certify that _____ and _____, respectively, of SPRING & BOE CORPORATE PARTNERS II, INC. ("the Corporation"), personally known to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of the Corporation, for the uses and purposes therein set forth; and the _____ did also then and there acknowledge that he, as custodian of the corporate seal of the Corporation, did affix the corporate seal of the Corporation to the foregoing instrument as his own free and voluntary act, and as the free and voluntary act of the Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ____ day of _____, 1996.

Notary Public

CONSENT OF MORTGAGEE

TCF Bank Minnesota fsb, formerly known as TCF Bank Savings fsb and Twin City Federal Savings and Loan Association ("the Mortgagee") holder of a note secured by a mortgage on the Property dated _____ hereby consents to the execution and recording of the above and foregoing Declaration of Condominium, and hereby submits the mortgage recorded on _____ as Document No. _____ to the provisions of the above and foregoing Declaration of Condominium and the Wisconsin Condominium Ownership Act.

IN WITNESS WHEREOF, the said TCF Bank Minnesota fsb, formerly known as TCF Bank Savings fsb and Twin City Federal Savings and Loan Association has caused this instrument to be signed by its duly authorized officers on its behalf; all done at _____, Minnesota, on this _____ day of _____, 1996.

TCF BANK MINNESOTA fsb, formerly known as
TCF Bank Savings fsb and Twin City Federal
Savings and Loan Association

By: _____
Its

(SEAL)
ATTEST: _____
Its

STATE OF MINNESOTA
COUNTY OF _____

I, _____, a Notary Public in and for said County and State, do hereby certify that _____ and _____, respectively, of TCF BANK MINNESOTA fsb, formerly known as TCF Bank Savings fsb and Twin City Federal Savings and Loan Association ("the Bank"), personally known to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of the Bank, for the uses and purposes therein set forth; and the _____ did also then and there acknowledge that he, as custodian of the corporate seal of the Bank, did affix the corporate seal of the Bank to the foregoing instrument as his own free and voluntary act, and as the free and voluntary act of the Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 1996.

Notary Public

LIST OF EXHIBITS
FOR
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE MANORS CONDOMINIUMS OF MADISON

- EXHIBIT "A" Property Subject to the Declaration
- EXHIBIT "B" Plat of Condominium
- EXHIBIT "C" List of Units and Percentage Interest in the Common Elements and
Votes Appurtenant to each Unit
- EXHIBIT "D" Legal Description of Development Area
- EXHIBIT "E" Development Plan

EXHIBIT A

Part of Lot 2, Certified Survey Map Number 4315, City of Madison, Dane County, Wisconsin being more particularly described as follows: Beginning at the Southwest corner of said Lot 2; Thence along the Easterly right of way of Kottke Drive and a curve to the left having radius of 833.00 feet and a long chord bearing and distance of N25°45'42"E, 44.92 feet; Thence S88°52'52"E, 247.41 feet; Thence S01°42'46"W, 38.90 feet; Thence S88°52'23"E, 104.01 feet; Thence N57°14'27"E, 38.79 feet; Thence S32°45'33"E, 28.50 feet to the Southerly line of said Lot 2; Thence along the Southerly line of said Lot 2, S57°14'27"W, 321.40 feet; Thence continuing along the Southerly line of said Lot 2, N38°59'19"W, 234.40 feet (also recorded as N39°00'32"W, 234.31 feet) to the Southwest corner of said Lot 2 and the point of beginning.

EXHIBIT D
Plat of Condominium

FIRST AMENDMENT TO THE
MANORS CONDOMINIUMS
OF MADISON

A CONDOMINIUM FLAT
DANE COUNTY WISCONSIN



Property Address:
1500 Lakeside Drive
Madison, Wisconsin

NOTES:
SUBJECT TO RECIPROCAL EASEMENT AGREEMENT
APPROVED IN VOLUME 518 OF RECORDS, PARCELS
AND IN VOLUME 281, PARCELS 02, AND IN
VOLUME 28379 OF RECORDS, PAGE 24.

Description Phase I
Part of Lot 2, Certified Survey Map Number 4318, City of Madison, Dane County, Wisconsin,
being more particularly shown on the attached corner of said Lot 2;
The same being 400 feet of one of Madison Drive and a curve to the left having radius of
423.00 feet and a long chord bearing and distance of 123°-19'27.4" S, 44.92 feet; Thence
S87°53'32.8" W, 247.41 feet; Thence S21°42'48.9" W, 58.98 feet; Thence S89°52'27.8" E, 104.91 feet;
Thence N87°14'27.8" W, 58.79 feet; Thence S22°43'27.4" E, 25.26 feet to the boundary line of
said Lot 2; Thence along the boundary line of said Lot 2, S87°42'27.4" W, 211.40 feet; Thence
continuing along the boundary line of said Lot 2, N49°39'18.9" W, 231.40 feet (same radius as
N49°02'27.4" W, 243.11 feet) to the southeast corner of said Lot 2 and the point of beginning.

PUBLIC WATER MAIN EASEMENT AS
PER VOLUME 2078, PAGE 09,
DOCUMENT NO. 1839783.

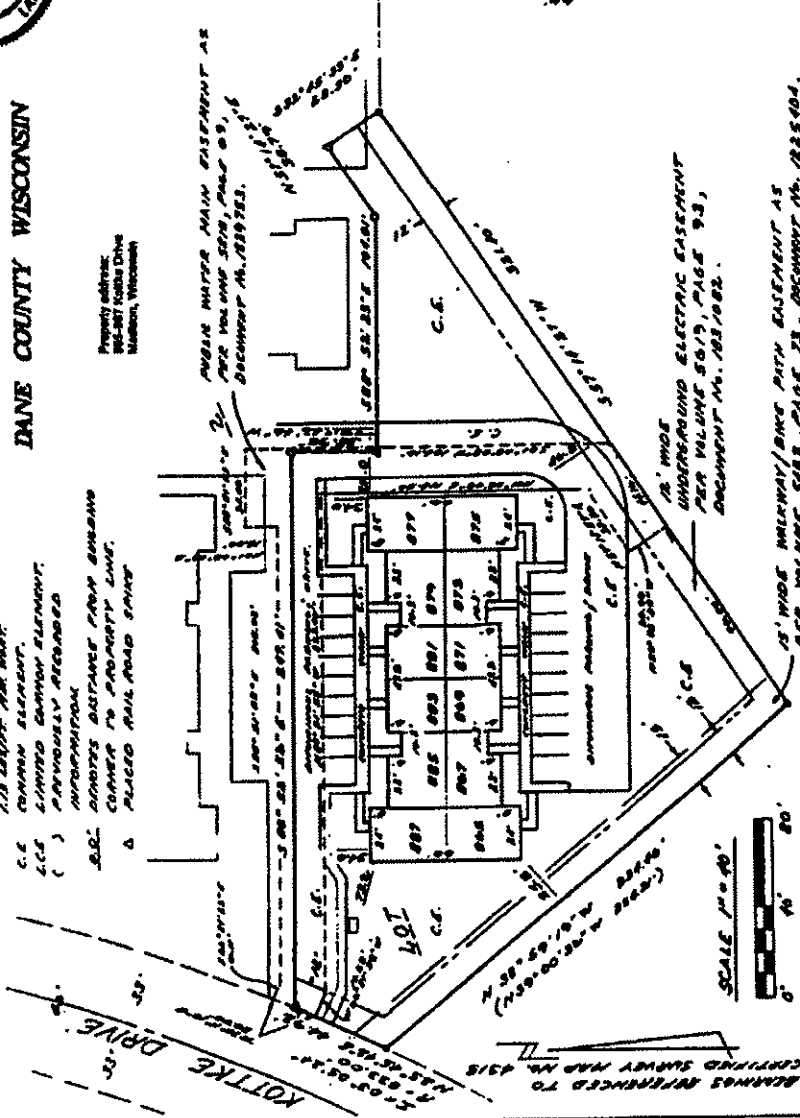
12' WIDE UNDERGROUND ELECTRIC EASEMENT
PER VOLUME 5619, PAGE 93,
DOCUMENT NO. 1831882.

10' WIDE WALKWAY/BIKE PATH EASEMENT AS
PER VOLUME 5188, PAGE 73, DOCUMENT NO. 1835404.

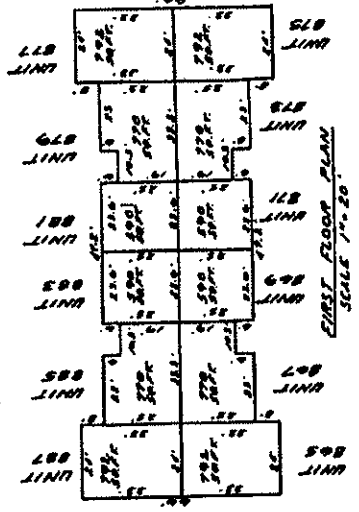
Office of Register of Deeds,
Dane County, Wisconsin

Received for Record _____
This _____ of _____ 20____
and recorded in vol. _____
of _____ on page _____
Register

- LEGEND
- IRON STAKE FOUND.
 - PLACED IRON PIPE 1" DIA.
 - 1/2" BRASS PIPE MARK.
 - C.C. COMMON ELEMENT.
 - C.C. LIMITED COMMON ELEMENT.
 - () PERMANENTLY RECEIVED.
 - PROVISIONAL.
 - DASHES DISTANCE FROM BOUNDS.
 - CORNER TO PROPERTY LINE.
 - PLACED RAILROAD SPUR.



PHASE I



SCALE 1"=40'

EXHIBIT "C"

LIST OF UNITS AND PERCENTAGE INTEREST IN THE COMMON ELEMENTS AND VOTES APPURTENANT TO EACH UNIT

UNIT#	PHASE 1	VOTE	PHASE 1-2	PHASE 1-3	PHASE 1-4	PHASE 1-5	PHASE 1-6	PHASE 1-7	PHASE 1-8	PHASE 1-9	PHASE 1-10	PHASE 1-11
Bldg 11	865	8.8800	ONE									
	867	8.8800	ONE									
	869	7.2400	ONE									
	871	7.2400	ONE									
	873	8.8800	ONE									
	875	8.8800	ONE									
	877	8.8800	ONE									
	879	8.8800	ONE									
	881	7.2400	ONE									
	883	7.2400	ONE									
	885	8.8800	ONE									
	887	8.8800	ONE									

EXHIBIT D

Lot 1 and Part of Lot 2, Certified Survey Map Number 4315, City of Madison, Dane County, Wisconsin, being more particularly described as follows: Commencing at the Southwest corner of said Lot 2; Thence along the Easterly right of way of Kottke Drive and a curve to the left having a radius of 833.00 feet and a long chord bearing and distance of N25°45'42"E, 44.92 feet to the point of beginning; Thence continuing along said Easterly right of way and a curve to the left having a radius of 833.00 feet and a long chord bearing and distance of N18°17'56"E, 171.67 feet to the point of tangency; Thence continuing along said Easterly right of way N12°23'04"E, 398.73 feet to a point of curve; Thence Northeasterly on a curve to the right having a radius of 25.00 feet and a long chord bearing and distance of N56°00'18"E, 34.49 feet to a point of reverse curve; Thence Southeasterly along the Southerly right of way of Watts Road and a curve to the left having a radius of 1180.00 feet and a long chord bearing and distance of S84°37'10"E, 174.69 feet to the point of tangency; Thence continuing along said Southerly right of way S88°51'52"E, 239.26 feet; Thence S01°08'08"W, 602.85 feet; Thence N88°51'52"W, 171.00 feet; Thence N32°45'33"W, 28.50 feet; Thence S57°14'27"W, 38.79 feet; Thence N88°52'23"W, 104.01 feet; Thence N01°42'46"E, 38.90 feet; Thence N88°52'52"W, 247.41 feet to the point of beginning.

EXHIBIT "E"

DEVELOPMENT PLAN

PROPOSED DEVELOPMENT OF THE CONDOMINIUM AS AN EXPANDABLE CONDOMINIUM WITH THE PERCENTAGE INTEREST IN THE COMMON ELEMENTS AND VOTES APPURTENANT TO EACH UNIT AFTER THE ADDITION OF EACH BUILDING PURSUANT TO ARTICLE IX OF THE DECLARATION:

UNIT#	PHASE 1	PHASE 2	PHASE 3	PHASE 4	PHASE 5	PHASE 6	PHASE 7	PHASE 8	PHASE 9	PHASE 10	PHASE 11	VOITE											
Bldg 11	865	8,880	ONE	4,750	ONE	3,2670	ONE	2,3854	ONE	2,0030	ONE	1,6785	ONE	1,4440	ONE	1,2416	ONE	1,0888	ONE	0,9950	ONE	0,9078	ONE
	867	8,880	ONE	4,750	ONE	3,2670	ONE	2,3854	ONE	2,0030	ONE	1,6785	ONE	1,4440	ONE	1,2416	ONE	1,0888	ONE	0,9950	ONE	0,9078	ONE
	869	7,2400	ONE	4,0000	ONE	2,7000	ONE	1,9724	ONE	1,6557	ONE	1,3880	ONE	1,1960	ONE	1,0270	ONE	0,9003	ONE	0,8230	ONE	0,7507	ONE
	871	7,2400	ONE	4,0000	ONE	2,7000	ONE	1,9724	ONE	1,6557	ONE	1,3880	ONE	1,1960	ONE	1,0270	ONE	0,9003	ONE	0,8230	ONE	0,7507	ONE
	873	8,8800	ONE	4,7500	ONE	3,2670	ONE	2,3854	ONE	2,0030	ONE	1,6785	ONE	1,4440	ONE	1,2416	ONE	1,0888	ONE	0,9950	ONE	0,9078	ONE
	875	8,8800	ONE	4,7500	ONE	3,2670	ONE	2,3854	ONE	2,0030	ONE	1,6785	ONE	1,4440	ONE	1,2416	ONE	1,0888	ONE	0,9950	ONE	0,9078	ONE
	877	8,8800	ONE	4,7500	ONE	3,2670	ONE	2,3854	ONE	2,0030	ONE	1,6785	ONE	1,4440	ONE	1,2416	ONE	1,0888	ONE	0,9950	ONE	0,9078	ONE
	879	8,8800	ONE	4,7500	ONE	3,2670	ONE	2,3854	ONE	2,0030	ONE	1,6785	ONE	1,4440	ONE	1,2416	ONE	1,0888	ONE	0,9950	ONE	0,9078	ONE
	881	7,2400	ONE	4,0000	ONE	2,7000	ONE	1,9724	ONE	1,6557	ONE	1,3880	ONE	1,1960	ONE	1,0270	ONE	0,9003	ONE	0,8230	ONE	0,7507	ONE
	883	7,2400	ONE	4,0000	ONE	2,7000	ONE	1,9724	ONE	1,6557	ONE	1,3880	ONE	1,1960	ONE	1,0270	ONE	0,9003	ONE	0,8230	ONE	0,7507	ONE
	885	8,8800	ONE	4,7500	ONE	3,2670	ONE	2,3854	ONE	2,0030	ONE	1,6785	ONE	1,4440	ONE	1,2416	ONE	1,0888	ONE	0,9950	ONE	0,9078	ONE
	887	8,8800	ONE	4,7500	ONE	3,2670	ONE	2,3854	ONE	2,0030	ONE	1,6785	ONE	1,4440	ONE	1,2416	ONE	1,0888	ONE	0,9950	ONE	0,9078	ONE
Bldg 10	825			4,7500	ONE	3,2670	ONE	2,3854	ONE	2,0030	ONE	1,6785	ONE	1,4440	ONE	1,2416	ONE	1,0888	ONE	0,9950	ONE	0,9078	ONE
	827			4,7500	ONE	3,2670	ONE	2,3854	ONE	2,0030	ONE	1,6785	ONE	1,4440	ONE	1,2416	ONE	1,0888	ONE	0,9950	ONE	0,9078	ONE
	829			4,0000	ONE	2,7000	ONE	1,9724	ONE	1,6557	ONE	1,3880	ONE	1,1960	ONE	1,0270	ONE	0,9003	ONE	0,8230	ONE	0,7507	ONE
	831			4,7500	ONE	3,2670	ONE	2,3854	ONE	2,0030	ONE	1,6785	ONE	1,4440	ONE	1,2416	ONE	1,0888	ONE	0,9950	ONE	0,9078	ONE
	833			4,7500	ONE	3,2670	ONE	2,3854	ONE	2,0030	ONE	1,6785	ONE	1,4440	ONE	1,2416	ONE	1,0888	ONE	0,9950	ONE	0,9078	ONE
	835			4,7500	ONE	3,2670	ONE	2,3854	ONE	2,0030	ONE	1,6785	ONE	1,4440	ONE	1,2416	ONE	1,0888	ONE	0,9950	ONE	0,9078	ONE
	837			4,7500	ONE	3,2670	ONE	2,3854	ONE	2,0030	ONE	1,6785	ONE	1,4440	ONE	1,2416	ONE	1,0888	ONE	0,9950	ONE	0,9078	ONE
	839			4,0000	ONE	2,7000	ONE	1,9724	ONE	1,6557	ONE	1,3880	ONE	1,1960	ONE	1,0270	ONE	0,9003	ONE	0,8230	ONE	0,7507	ONE
	841			4,7500	ONE	3,2670	ONE	2,3854	ONE	2,0030	ONE	1,6785	ONE	1,4440	ONE	1,2416	ONE	1,0888	ONE	0,9950	ONE	0,9078	ONE
	843			4,7500	ONE	3,2670	ONE	2,3854	ONE	2,0030	ONE	1,6785	ONE	1,4440	ONE	1,2416	ONE	1,0888	ONE	0,9950	ONE	0,9078	ONE
Bldg 9	845			3,2670	ONE	2,3854	ONE	2,0030	ONE	1,6785	ONE	1,4440	ONE	1,2416	ONE	1,0888	ONE	0,9950	ONE	0,9078	ONE	0,9078	ONE
	847			3,2670	ONE	2,3854	ONE	2,0030	ONE	1,6785	ONE	1,4440	ONE	1,2416	ONE	1,0888	ONE	0,9950	ONE	0,9078	ONE	0,9078	ONE
	849			2,7000	ONE	1,9724	ONE	1,6557	ONE	1,3880	ONE	1,1960	ONE	1,0270	ONE	0,9003	ONE	0,8230	ONE	0,7507	ONE	0,7507	ONE
	851			3,2670	ONE	2,3854	ONE	2,0030	ONE	1,6785	ONE	1,4440	ONE	1,2416	ONE	1,0888	ONE	0,9950	ONE	0,9078	ONE	0,9078	ONE
	853			3,2670	ONE	2,3854	ONE	2,0030	ONE	1,6785	ONE	1,4440	ONE	1,2416	ONE	1,0888	ONE	0,9950	ONE	0,9078	ONE	0,9078	ONE
	855			3,2670	ONE	2,3854	ONE	2,0030	ONE	1,6785	ONE	1,4440	ONE	1,2416	ONE	1,0888	ONE	0,9950	ONE	0,9078	ONE	0,9078	ONE
	857			3,2670	ONE	2,3854	ONE	2,0030	ONE	1,6785	ONE	1,4440	ONE	1,2416	ONE	1,0888	ONE	0,9950	ONE	0,9078	ONE	0,9078	ONE
	859			2,7000	ONE	1,9724	ONE	1,6557	ONE	1,3880	ONE	1,1960	ONE	1,0270	ONE	0,9003	ONE	0,8230	ONE	0,7507	ONE	0,7507	ONE
	861			3,2670	ONE	2,3854	ONE	2,0030	ONE	1,6785	ONE	1,4440	ONE	1,2416	ONE	1,0888	ONE	0,9950	ONE	0,9078	ONE	0,9078	ONE
	863			3,2670	ONE	2,3854	ONE	2,0030	ONE	1,6785	ONE	1,4440	ONE	1,2416	ONE	1,0888	ONE	0,9950	ONE	0,9078	ONE	0,9078	ONE

EXHIBIT "E"

DEVELOPMENT PLAN

PROPOSED DEVELOPMENT OF THE CONDOMINIUM AS AN EXPANDABLE CONDOMINIUM WITH THE PERCENTAGE INTEREST IN THE COMMON ELEMENTS AND VOTES APPURTENANT TO EACH UNIT AFTER THE ADDITION OF EACH BUILDING PURSUANT TO ARTICLE IX OF THE DECLARATION:

UNITS	PHASE 1	VOTE	PHASE 2	VOTE	PHASE 3	VOTE	PHASE 4	VOTE	PHASE 5	VOTE	PHASE 6	VOTE	PHASE 7	VOTE	PHASE 8	VOTE	PHASE 9	VOTE	PHASE 10	VOTE	PHASE 11	VOTE	
Bldg 8	801	2,3854	ONE	2,0030	ONE	1,6785	ONE	1,4440	ONE	1,2416	ONE	1,0888	ONE	0,9950	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE
	803	2,3854	ONE	2,0030	ONE	1,6785	ONE	1,4440	ONE	1,2416	ONE	1,0888	ONE	0,9950	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE
	805	1,9724	ONE	1,6567	ONE	1,3880	ONE	1,1960	ONE	1,0270	ONE	0,9003	ONE	0,8230	ONE	0,7507	ONE	0,7507	ONE	0,7507	ONE	0,7507	ONE
	807	1,9724	ONE	1,6567	ONE	1,3880	ONE	1,1960	ONE	1,0270	ONE	0,9003	ONE	0,8230	ONE	0,7507	ONE	0,7507	ONE	0,7507	ONE	0,7507	ONE
	809	2,3854	ONE	2,0030	ONE	1,6785	ONE	1,4440	ONE	1,2416	ONE	1,0888	ONE	0,9950	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE
	811	2,3854	ONE	2,0030	ONE	1,6785	ONE	1,4440	ONE	1,2416	ONE	1,0888	ONE	0,9950	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE
	813	2,3854	ONE	2,0030	ONE	1,6785	ONE	1,4440	ONE	1,2416	ONE	1,0888	ONE	0,9950	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE
	815	2,3854	ONE	2,0030	ONE	1,6785	ONE	1,4440	ONE	1,2416	ONE	1,0888	ONE	0,9950	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE
	817	1,9724	ONE	1,6567	ONE	1,3880	ONE	1,1960	ONE	1,0270	ONE	0,9003	ONE	0,8230	ONE	0,7507	ONE	0,7507	ONE	0,7507	ONE	0,7507	ONE
	819	1,9724	ONE	1,6567	ONE	1,3880	ONE	1,1960	ONE	1,0270	ONE	0,9003	ONE	0,8230	ONE	0,7507	ONE	0,7507	ONE	0,7507	ONE	0,7507	ONE
	821	2,3854	ONE	2,0030	ONE	1,6785	ONE	1,4440	ONE	1,2416	ONE	1,0888	ONE	0,9950	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE
	823	2,3854	ONE	2,0030	ONE	1,6785	ONE	1,4440	ONE	1,2416	ONE	1,0888	ONE	0,9950	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE
Bldg 7	725	2,0030	ONE	1,6785	ONE	1,4440	ONE	1,2416	ONE	1,0888	ONE	0,9950	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE
	727	2,0030	ONE	1,6785	ONE	1,4440	ONE	1,2416	ONE	1,0888	ONE	0,9950	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE
	729	2,0030	ONE	1,6785	ONE	1,4440	ONE	1,2416	ONE	1,0888	ONE	0,9950	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE
	731	2,0030	ONE	1,6785	ONE	1,4440	ONE	1,2416	ONE	1,0888	ONE	0,9950	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE
	733	2,0030	ONE	1,6785	ONE	1,4440	ONE	1,2416	ONE	1,0888	ONE	0,9950	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE
	735	2,0030	ONE	1,6785	ONE	1,4440	ONE	1,2416	ONE	1,0888	ONE	0,9950	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE
	737	2,0030	ONE	1,6785	ONE	1,4440	ONE	1,2416	ONE	1,0888	ONE	0,9950	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE
	739	2,0030	ONE	1,6785	ONE	1,4440	ONE	1,2416	ONE	1,0888	ONE	0,9950	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE
Bldg 6	751	1,6785	ONE	1,4440	ONE	1,2416	ONE	1,0888	ONE	0,9950	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE
	753	1,6785	ONE	1,4440	ONE	1,2416	ONE	1,0888	ONE	0,9950	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE
	755	1,3880	ONE	1,1960	ONE	1,0270	ONE	0,9003	ONE	0,8230	ONE	0,7507	ONE	0,7507	ONE	0,7507	ONE	0,7507	ONE	0,7507	ONE	0,7507	ONE
	757	1,6785	ONE	1,4440	ONE	1,2416	ONE	1,0888	ONE	0,9950	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE
	759	1,6785	ONE	1,4440	ONE	1,2416	ONE	1,0888	ONE	0,9950	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE
	761	1,6785	ONE	1,4440	ONE	1,2416	ONE	1,0888	ONE	0,9950	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE
	763	1,6785	ONE	1,4440	ONE	1,2416	ONE	1,0888	ONE	0,9950	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE
	765	1,3880	ONE	1,1960	ONE	1,0270	ONE	0,9003	ONE	0,8230	ONE	0,7507	ONE	0,7507	ONE	0,7507	ONE	0,7507	ONE	0,7507	ONE	0,7507	ONE
	767	1,6785	ONE	1,4440	ONE	1,2416	ONE	1,0888	ONE	0,9950	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE
	769	1,6785	ONE	1,4440	ONE	1,2416	ONE	1,0888	ONE	0,9950	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE	0,9078	ONE

EXHIBIT "E"
DEVELOPMENT PLAN
PROPOSED DEVELOPMENT OF THE CONDOMINIUM AS AN EXPANDABLE CONDOMINIUM WITH THE PERCENTAGE INTEREST IN THE COMMON ELEMENTS AND VOTES APPURTENANT TO EACH UNIT AFTER THE ADDITION OF EACH BUILDING PURSUANT TO ARTICLE IX OF THE DECLARATION:

UNITS	PHASE 1	PHASE 2	PHASE 3	PHASE 4	PHASE 5	PHASE 6	PHASE 7	PHASE 8	PHASE 9	PHASE 10	PHASE 11	VOTE	
Bldg 6	741	1.4440	ONE	1.2416	ONE	1.0888	ONE	1.0888	ONE	0.9950	ONE	0.9078	ONE
	743	1.4440	ONE	1.2416	ONE	1.0888	ONE	1.0888	ONE	0.9950	ONE	0.9078	ONE
	745	1.1960	ONE	1.0270	ONE	0.9003	ONE	0.9003	ONE	0.8230	ONE	0.7507	ONE
	747	1.4440	ONE	1.2416	ONE	1.0888	ONE	1.0888	ONE	0.9950	ONE	0.9078	ONE
	749	1.4440	ONE	1.2416	ONE	1.0888	ONE	1.0888	ONE	0.9950	ONE	0.9078	ONE
	771	1.4440	ONE	1.2416	ONE	1.0888	ONE	1.0888	ONE	0.9950	ONE	0.9078	ONE
	773	1.4440	ONE	1.2416	ONE	1.0888	ONE	1.0888	ONE	0.9950	ONE	0.9078	ONE
	775	1.1960	ONE	1.0270	ONE	0.9003	ONE	0.9003	ONE	0.8230	ONE	0.7507	ONE
	777	1.4440	ONE	1.2416	ONE	1.0888	ONE	1.0888	ONE	0.9950	ONE	0.9078	ONE
	779	1.4440	ONE	1.2416	ONE	1.0888	ONE	1.0888	ONE	0.9950	ONE	0.9078	ONE
Bldg 3	701	1.2416	ONE	1.0888	ONE	1.0888	ONE	1.0888	ONE	0.9950	ONE	0.9078	ONE
	703	1.2416	ONE	1.0888	ONE	1.0888	ONE	1.0888	ONE	0.9950	ONE	0.9078	ONE
	705	1.0270	ONE	0.9003	ONE	0.9003	ONE	0.9003	ONE	0.8230	ONE	0.7507	ONE
	707	1.0270	ONE	0.9003	ONE	0.9003	ONE	0.9003	ONE	0.8230	ONE	0.7507	ONE
	709	1.2416	ONE	1.0888	ONE	1.0888	ONE	1.0888	ONE	0.9950	ONE	0.9078	ONE
	711	1.2416	ONE	1.0888	ONE	1.0888	ONE	1.0888	ONE	0.9950	ONE	0.9078	ONE
	7069	1.2416	ONE	1.0888	ONE	1.0888	ONE	1.0888	ONE	0.9950	ONE	0.9078	ONE
	7071	1.2416	ONE	1.0888	ONE	1.0888	ONE	1.0888	ONE	0.9950	ONE	0.9078	ONE
	7073	1.0270	ONE	0.9003	ONE	0.9003	ONE	0.9003	ONE	0.8230	ONE	0.7507	ONE
	7075	1.0270	ONE	0.9003	ONE	0.9003	ONE	0.9003	ONE	0.8230	ONE	0.7507	ONE
	7077	1.2416	ONE	1.0888	ONE	1.0888	ONE	1.0888	ONE	0.9950	ONE	0.9078	ONE
	7079	1.2416	ONE	1.0888	ONE	1.0888	ONE	1.0888	ONE	0.9950	ONE	0.9078	ONE
Bldg 4	713	1.0888	ONE	1.0888	ONE	1.0888	ONE	1.0888	ONE	0.9950	ONE	0.9078	ONE
	715	1.0888	ONE	1.0888	ONE	1.0888	ONE	1.0888	ONE	0.9950	ONE	0.9078	ONE
	717	0.9003	ONE	0.9003	ONE	0.9003	ONE	0.9003	ONE	0.8230	ONE	0.7507	ONE
	719	0.9003	ONE	0.9003	ONE	0.9003	ONE	0.9003	ONE	0.8230	ONE	0.7507	ONE
	721	1.0888	ONE	1.0888	ONE	1.0888	ONE	1.0888	ONE	0.9950	ONE	0.9078	ONE
	723	1.0888	ONE	1.0888	ONE	1.0888	ONE	1.0888	ONE	0.9950	ONE	0.9078	ONE
	7057	1.0888	ONE	1.0888	ONE	1.0888	ONE	1.0888	ONE	0.9950	ONE	0.9078	ONE
	7059	1.0888	ONE	1.0888	ONE	1.0888	ONE	1.0888	ONE	0.9950	ONE	0.9078	ONE
	7061	1.0888	ONE	1.0888	ONE	1.0888	ONE	1.0888	ONE	0.9950	ONE	0.9078	ONE
	7063	0.9003	ONE	0.9003	ONE	0.9003	ONE	0.9003	ONE	0.8230	ONE	0.7507	ONE
	7065	0.9003	ONE	0.9003	ONE	0.9003	ONE	0.9003	ONE	0.8230	ONE	0.7507	ONE
	7067	1.0888	ONE	1.0888	ONE	1.0888	ONE	1.0888	ONE	0.9950	ONE	0.9078	ONE

EXHIBIT "E"

DEVELOPMENT PLAN

PROPOSED DEVELOPMENT OF THE CONDOMINIUM AS AN EXPANDABLE CONDOMINIUM WITH THE PERCENTAGE INTEREST IN THE COMMON ELEMENTS AND VOTES APPURTENANT TO EACH UNIT AFTER THE ADDITION OF EACH BUILDING PURSUANT TO ARTICLE IX OF THE DECLARATION:

UNIT#	PHASE 1	VOTE	PHASE 2	VOTE	PHASE 3	VOTE	PHASE 4	VOTE	PHASE 5	VOTE	PHASE 6	VOTE	PHASE 7	VOTE	PHASE 8	VOTE	PHASE 9	VOTE	PHASE 10	VOTE	PHASE 11	VOTE	
Bldg 2	7039																0.9950	ONE				0.9078	ONE
	7041																0.8230	ONE				0.7507	ONE
	7043																0.9950	ONE				0.9078	ONE
	7045																0.9950	ONE				0.9078	ONE
	7049																0.9950	ONE				0.9078	ONE
	7051																0.8230	ONE				0.7507	ONE
	7053																0.9950	ONE				0.9078	ONE
	7055																0.9950	ONE				0.9078	ONE
	7057																0.9950	ONE				0.9078	ONE
Bldg 1	7081																					0.9078	ONE
	7083																					0.9078	ONE
	7085																					0.7507	ONE
	7087																					0.9078	ONE
	7089																					0.9078	ONE
	7091																					0.9078	ONE
	7093																					0.9078	ONE
	7095																					0.9078	ONE
	7097																					0.7507	ONE
	7099																					0.9078	ONE

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