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Tax Parcel No.:
See attached Exhibit A

THIS DECLARATION OF CONDOMINIUM (the "Declaration") is made this 8th day of January, 2006, by Livingston Properties, Inc., a Wisconsin corporation (the "Declarant").

1. Name. The name of the condominium is The Livingston Condominiums (hereinafter, the "Condominium").

2. Address. The initial addresses of the Condominium are as follows (all in the City of Madison, Wisconsin):

802 Williamson Street
808 Williamson Street

3. Description of Land. The land comprising the Property, as defined below, is located in the City of Madison, County of Dane, State of Wisconsin, and is legally described on Exhibit A (the "Land").

4. Intent and Purpose. Declarant declares that it is the sole owner of the Land together with all improvements constructed (if already existing) or to be constructed (if not already existing) and all easements, rights, and appurtenances (the "Property"), and further declares that the Property is subject to this Declaration and to the condominium form of ownership as provided in Chapter 703 of the Wisconsin Statutes, the Condominium Ownership Act (the "Act").

5. Identification of Units.

a. The Condominium shall consist of 126 Units located in a single building. Of the 122 Units, 36 are Residential Units, 2 are Commercial Units, 45 are Parking Units and 43 are Storage Units, all as more fully described below.

b. As used herein, "Building" or "Buildings" shall mean the structure or structures containing the Units (defined below).

c. As used herein, "Unit" means the part of the Condominium designed and intended for exclusive independent use of its owner and those persons authorized or invited to use it by its owner. A Condominium Plat showing the location of improvements existing and to be constructed on the Land is attached to this Declaration as Exhibit B. A set of floor plans showing the location, identification numbers and dimensions of each Unit is also shown on Exhibit B. The term "Unit Owner" shall mean a person, combination of persons, partnership, association, trustee, corporation, or other legal entity who holds legal title to a Unit or has equitable ownership as a land contract vendee. As of the effective date hereof, the Units of the Condominium are designated as follows:

Units 100 -144

Units 150-192

Unit 800	Unit 808-201	Unit 808-301	Unit 808-401
Unit 802-1	Unit 808-202	Unit 808-302	Unit 808-402
Unit 802-2	Unit 808-203	Unit 808-303	Unit 808-403
Unit 802-3	Unit 808-204	Unit 808-304	Unit 808-404
Unit 802-4	Unit 808-205	Unit 808-305	Unit 808-405
Unit 804	Unit 808-206	Unit 808-306	Unit 808-406
Unit 808-101	Unit 808-207	Unit 808-307	Unit 808-407
Unit 808-102	Unit 808-208	Unit 808-308	Unit 808-408
Unit 808-103	Unit 808-209	Unit 808-309	
Unit 808-104	Unit 808-210	Unit 808-310	

d. Units 802-1, 802-2, 802-3, 802-4 and 808-101 through 808-408 are "Residential Units".

e. Units 800 and 804 are "Commercial Units".

f. Units 100-144 are "Parking Unit(s)", and are intended for exclusive independent use of its owner. Each Residential Unit owner shall be assigned a Parking Unit by deed or by the Association. The term "Parking Unit Owner" shall mean a person, combination of persons, partnership, association, trustee, corporation, or other legal entity owning a Parking Unit.

g. Units 150-192 are "Storage Units" and are intended for the exclusive independent use of its owner. The term "Storage Unit Owner" shall mean individual, combination of individuals or entity owning a Storage Unit.

6. Boundaries of Units. A Unit in the Condominium shall include one or more contiguous or non-contiguous cubicles of air including the perpetual right of ingress and egress. The boundaries of each Unit shall be as follows:

a. Boundaries of Units 800 through 808-408 and 150 through 192.

(i) Upper Boundary. The upper boundary of any portion of the Unit shall be the plane of the lower face of the drywall attached to the joists supporting the ceiling above the uppermost existing story of living area of such portion, extended to an intersection with the perimetrical boundaries.

(ii) Lower Boundary. The lower boundary of that portion of the Unit located over the basement shall be the horizontal plane of the uncovered or unfinished upper surface of the concrete floor of the basement. The lower boundary of that portion of the Unit that is not located over the basement shall be the horizontal plane of the uncovered or unfinished upper surface of the floor of such portion or of any stairway included in such portion, whichever is lower, extended to an intersection with the perimetrical boundaries.

(iii) Perimetrical Boundary. The perimetrical boundaries of the Unit shall be the vertical planes, the elevations of which coincide with the outside face of the drywall, extended to an intersection with the upper and lower boundaries. The perimetrical boundaries shall include all exterior windows and doors.

b. Boundaries of Units 100 through 144. A Parking Unit shall consist of a cubicle of air, including the perpetual right of ingress and egress thereto. The upper boundary of any portion of the Parking Unit shall be the horizontal plane of the ceiling above the finished surface of the Parking Unit, extended to an intersection with the perimetrical boundaries. The lower boundary shall be the horizontal plane of the lower face of the finished parking surface extended to an intersection with the perimetrical boundaries. The perimetrical boundaries of the Parking Unit shall be vertical planes extending from the outline of the parking unit as shown on the Condominium Plat attached as Exhibit B and as painted on the parking area from time to time.

7. Description of Units. It is intended that the surface of each plane described above (be it paint, wallpaper, or paneling, on the perimetrical boundaries or carpeting, tile, or other flooring on the lower boundary, or otherwise covered) is included as part of each defined Unit, except for the surface of the Parking Unit shall be Limited Common Element. The Unit shall include, without limitation, all improvements now or hereafter located within such boundaries, including:

a. Any and all built-in appliances and other fixtures contained in the Unit, which items may include, but are not limited to, refrigerator, dishwasher, disposal, laundry equipment, water softener, furnace, range, compactor, cabinets, carpeting, and floor covering.

b. All interior Unit improvements, subsequent to initial Unit sales and improvements, shall thereafter become part of the Unit.

c. The following items serving the particular Unit, although they may be outside the defined cubicle of air, and although installation of which may be the responsibility of the initial owner:

- i. All interior doors, their interior frames and sills, and all of their opening, closing, and locking mechanisms and hardware;
- ii. All wall and ceiling mounted electrical fixtures, electrical panel, and recessed junction boxes serving them;
- iii. All floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them;
- iv. All plumbing fixtures, piping, valves, and other connecting and controlling materials and devices (serving only the Unit to be defined and not the Condominium in general) lying within the Unit boundaries, and all horizontal piping, valves, or other water and sewer components from the vertical risers to the Unit;
- v. The cable television outlets, if any, to the Unit and the junction box serving it (unless owned by the provider of the service);
- vi. The individual furnaces and ducts, electric baseboard, and the piping providing heating to the Unit, and the controls for the heating system for the Unit;
- vii. The air conditioning equipment and ducts providing air conditioning to the Unit, and the controls for the air conditioning system of the Unit;
- viii. The line bringing natural gas or similar fuel to the Unit, which lines extend from the utility meter to the boundary of the Unit;
- ix. The fireplace and the fireplace flues, if any, serving the Unit; and
- x. If applicable, the interior individual Unit's alarm system, touch pads, wires, and other components serving the Unit.

d. Specifically not included as part of the Unit are those structural components of the Building and any portions of the mechanical systems of the Building, not specifically included in the Unit under Section 7(c) above, which lie within the cubicle or cubicles of air comprising the Unit.

8. Common Elements. Except as otherwise provided in this Declaration, the common elements ("Common Elements") are available for the use and enjoyment of Unit Owners, their families, and those persons authorized or invited to take advantage of them under this Declaration or the Bylaws or in connection with the authorized use of a Unit. None of the real estate which is part of the Common Elements may be abandoned, subdivided, encumbered, sold, or transferred

except by amendment of this Declaration. The Common Elements are all those portions of the Condominium which are not included in the definition of Unit and specifically include:

- a. The Land;
- b. Any portion of the improvements (buildings, walks, driveways, hallways, lobbies, stairways, elevators, storage units, trash enclosures, courtyards, bicycle storage areas and other equipment, etc.) not included in the definition of Unit;
- c. The foundations, columns, pilasters, girders, beams, front balconies, supports, and main walls (which shall be defined as exterior walls and surfaces, structural walls, roof trusses, and roofs);
- d. All water and sewer laterals running from the municipal mains to the boundary of each Unit;
- e. No Unit Owner shall own any pipes, wires, cables, conduits, public utility lines, or other structural components running through his/her/their Unit and serving more than his/her/their Unit, whether or not such items shall be located in the floors, ceilings, or perimeter or interior walls of the Unit; and
- f. The necessary work of maintenance, repair, and replacement of the Common Elements and the making of any additions or improvements thereto shall be carried out only as provided in this Declaration, the Bylaws, and rules and regulations of the Association and the Act.

9. Limited Common Elements. "Limited Common Elements" shall mean those Common Elements identified in this Declaration and on the Condominium Plat (Exhibit B) as reserved for the exclusive use of one or more but less than all of the Owners of the Units. Common Elements shall be reserved for the exclusive use of one or more Unit Owners:

- a. The mailbox for each Unit;
- b. The finished surface of the Parking Units shall be Limited Common Elements;
- c. The rooms enclosing the furnaces for Units 802-1, 802-2, 802-3 and 802-4 shall be Limited Common Elements of those Units;
- d. The drywall forming the boundary of a wall or ceiling of a Unit.
- e. The basement below Unit 800 shall be a Limited Common Element for Unit 800.

10. Percentage Interests; Voting. The following provisions do not apply to Units 100 through 144, the Parking Units, and 150 through 192, the Storage Units, which do not have an ownership interest in the Common Elements and do not have any voting interest.

a. Ownership. Each Unit Owner shall own the undivided interest in the Common Elements set forth on Exhibit C attached.

b. Votes of Unit Owners. All voting concerning the administration of the Condominium shall be in accordance with this Section 10. Voting is on the basis of one vote for each owner of a Residential or Commercial Unit. There are a total of 38 votes. The vote for each Unit eligible to vote may be cast as agreed by the person(s) who have an ownership interest in the eligible Unit and if only one such person is present, it is presumed that person has the right to cast the vote unless there is contrary evidence presented. In the event they cannot agree on the manner in which the vote is to be cast, no vote may be accepted from that Unit. One who holds a land contract purchaser's interest or any other such equitable interest shall be considered the Unit Owner for voting purposes. However, for purposes of being eligible to vote as a member of the Association, the land contract or other document establishing the equitable interest, or an instrument providing constructive notice of such interest, must be recorded in the Dane County Register of Deeds' office. Voting rights are granted concurrent with the recordation hereof and excepting the Declarant's special rights as set forth elsewhere herein.

c. Declarant as Unit Owner. In the event the Declarant is an owner of a Unit eligible to vote, said Declarant owner shall be entitled to cast the vote designated above. For the purpose of clarification, "Declarant" as used herein shall not include individual shareholders of the Declarant who may purchase individual Units.

d. Unanimous Consent. Except as otherwise provided in this Declaration, the percentage of undivided interest in the Common Elements and Limited Common Elements appurtenant to any Unit shall not be changed except with the unanimous consent of all of the Unit Owners in the Condominium expressed in an amendment to this Declaration duly executed by all such owners and recorded.

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

f. Limitation on Conveyance of Parking and Storage Units. Parking and Storage Units may be conveyed only to the owner of a Residential or Commercial Unit or as part of the conveyance of a Residential or Commercial Unit.

11. The Association of Unit Owners.

a. General. All Unit Owners shall be entitled and required to be members of an association of Unit Owners known as The Livingston Condominium Association, Inc. (the "Association"), which is incorporated as a non-stock, non-profit corporation under the laws of the State of Wisconsin. The powers and duties of the Association shall include those set forth in the Association's articles of incorporation (the "Articles") and bylaws (the "Bylaws"), the Act, this Declaration, and Chapter 181, Wisconsin Statutes (the "Wisconsin Nonstock Corporation Law"). The operation, use, and management of the Condominium shall be vested in the Association. No Unit Owner, except an authorized officer of the Association or authorized member of its Board of Directors (the "Board"), shall have any authority to act for the Association. The powers and duties of the Association shall include those set forth in the Bylaws, the Act, and this Declaration, subject to those rights reserved by Declarant in this Declaration. All Unit Owners covenant and agree that the administration of the Condominium shall be in accordance with the provisions of this Declaration, the Bylaws of the Association, and the Act. All Unit Owners, tenants of Units, and other occupants shall comply with the provisions of this Declaration, the Bylaws, and decisions and resolutions of the Association or its representatives, all as lawfully amended from time to time, and failure to comply with any such provisions, decisions, or resolutions shall be grounds for an action to recover any sums that may be due and related to such failure, for other damages, and, if applicable, for injunctive relief.

b. Board of Directors. The affairs of the Association shall be governed by the Board, which shall be comprised of three (3) directors. Prior to the conveyance of twenty-five percent (25%) of the percentage interest in the Common Elements to any person or entity other than the Declarant, the Unit Owners other than the Declarant shall elect one of the directors. The remaining directors on the board of directors not elected by the Unit Owners will be appointed pursuant to Section 11(c) of this Declaration.

c. Declarant Control. Except as provided for under Section 11(b), the Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until title to a Unit has been conveyed to any person or entity other than Declarant. Thereafter, from the date the first Unit of this Condominium is conveyed by the Declarant to any person or entity other than Declarant, and except as provided in Section 11(b) above, the Declarant shall have the right to appoint and remove the officers and directors of the Association and to exercise any and all of the powers and responsibilities on behalf of the Association as allowed under the Act until the earliest of: (1) three (3) years from such date; or (2) thirty (30) days after the conveyance of seventy-five percent (75%) of the percentage interest in the Common Elements to purchasers; or (3) the date upon which Declarant expressly elects to waive its right of control. During this period, Declarant powers shall specifically include the exclusive right to take all action on behalf of the Association, including but not limited to, the right to (a) enter into leases of Units, (b) make contracts and agreements on behalf of the Association for maintenance, operation, and management of the Condominium, (c) determine, levy, and collect assessments, (d) grant easements, and (e) enact and enforce rules and regulations of the use of the Condominium.

d. Declarant's Rights. Notwithstanding any provision to the contrary, Declarant reserves the following rights: (i) to continue any unfinished development work on any unsold Unit and on the Limited Common Elements and Common Elements (including obtaining any necessary easements therefor); (ii) to conduct promotional and sales activities using unsold Units, the Limited Common Elements, and Common Elements, which activities shall include but need not be limited to maintaining sales and management offices, parking areas, and advertising signs; and (iii) to do all other acts Declarant shall deem reasonably necessary in connection with the development and sale of the remaining Units. However, any such acts shall not violate the rights of the Unit Owners or their mortgagees or unreasonably interfere with the use and enjoyment of the Units, Limited Common Elements, or Common Elements. Furthermore, Declarant shall be responsible for any damages resulting from the exercise of such rights. Declarant shall also have the right to grant easements over, through, or under any part of the Condominium for the benefit of the Condominium as a whole or any part thereof. Declarant, and persons it may select, shall have the right of ingress and egress over, upon, and across the general and limited common areas and facilities, and the right to store materials thereon and make such other use thereof as may be reasonably necessary incident to construction, development, and sales of the Units and operation of the Units and common areas and facilities in connection with the Condominium and the overall development of which the property is a part. Declarant and its agent shall retain the right to use the sales office and model Units, if any, and the general and limited common areas and facilities in connection therewith during the period of development and sale of the Condominium.

12. Maintenance and Repairs.

a. Common Elements. The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements and shall maintain the same in good, clean, and attractive order and repair. In addition, the Association shall be responsible for providing and maintaining all Limited Common Elements; for snow plowing all sidewalks, driveways, private streets, and parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, courtyards, driveways, and parking areas. The cost of maintenance and repair of the Common Elements and Limited Common Elements shall be made by the Association and charged to the Unit Owners as a common expense in the manner provided herein. In the event that the need for maintenance, repairs, or replacement is caused through the willful or negligent act of the Owner, the Owner's family, guests, or invitees, the cost of such maintenance, repairs, or replacement shall be added to and become a part of the assessment to which such Unit is subject.

b. Units. Each Unit Owner shall furnish, at his/her/their own expense, and be responsible for all decoration, furnishing, housekeeping, maintenance, repairs, and replacement of interior surfaces of each Unit, together with utility lines, mechanical equipment, heating, ventilation and air-conditioning equipment and fixtures which serve only one Unit, electrical fixtures and equipment which serve only one Unit, and such fixtures and equipment which are located within one Unit; and glass surfaces, screens, doors, storm doors,

windows, and door and window hardware appurtenant to each Unit. Each Unit Owner is also responsible for the general cleanliness and presentability of the Limited Common Elements appurtenant to his/her/their Unit. Except as otherwise provided herein, the expense of such maintenance, repairs, and replacement shall be borne solely by each such Unit Owner. If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to the Common Elements, the Association, upon fifteen (15) days prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 12(f).

c. Right to Enter Unit and Limited Common Elements. The Association may enter any Unit and Limited Common Elements at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction, or repair of public utilities and for any other matter for which the Association is responsible. Prior notice to the Unit Owners shall be attempted, and the entry shall be made with as little inconvenience to the Unit Owner as possible under the circumstances. Any damage caused by such entry shall be repaired by the Association and shall be treated as a Common Expense.

d. Common Expenses. Any and all expenses incurred by the Association in connection with the management and control of the Condominium, the cleaning, maintenance, repair, and replacement of the Common Elements, Limited Common Elements, and the administration of the Association shall be deemed to be common expenses (the "Common Expenses"). The Common Expenses shall include, without limitation, expenses incurred for the following items: insurance premiums, reserve funds for extraordinary maintenance, repairs, and replacements of Common Elements and Limited Common Elements; landscaping and lawn care; cleaning and janitorial service; snow shoveling and plowing; improvements to the Common Elements and Limited Common Elements; common security and other lighting; municipal utility services; trash collection; and maintenance, management, and security salaries and wages. Common Expenses shall not include costs of maintenance, repair, and reconstruction of the parking surface of the Parking Units.

e. General Assessments. The Association shall levy monthly general assessments (the "General Assessments") against the Units for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against each Unit shall be assessed in proportion to the percentage interest in the Common Elements as determined under Section 10(a) that is appurtenant to such Unit. Any General Assessment not paid when due shall bear interest until paid as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after

the assessment becomes due as provided in the Act. During the period of Declarant control of the Association under Section 703.15(2)(c) of the Wisconsin Statutes, no General Assessments shall be assessed against any Unit owned by Declarant. During the period of Declarant control, however, the General Assessments payable by any Unit Owner other than Declarant shall not exceed the amount that Unit Owner would be charged if Declarant's Units were subject to full General Assessments, based on the annual operating budget then in effect. During the period of Declarant control, Declarant shall pay the deficit if the total General Assessments payable by Unit Owners other than Declarant do not cover total Common Expenses. Furthermore, if the Association has established a statutory reserve account under Section 703.163 of the Wisconsin Statutes, (a) no reserve fund assessments shall be levied against any Unit until a certificate of occupancy has been issued for that Unit, and (b) payment of any reserve fund assessments against any Unit owned by Declarant may be deferred until the earlier to occur of (i) the first conveyance of such Unit, or (ii) five years from the date exterior construction of the building in which the Unit is located has been completed.

f. Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Units for deficiencies in the case of destruction or condemnation as set forth in Section 15; against any Unit or Units for defraying the cost of improvements to the Common Elements; against any Unit for Common Expenses arising from the acts or omissions of any Unit Owner, tenant, or occupant of such Unit, or any employee, guest, contractor, agent, or invitee of a Unit Owner or tenant or occupant of such Unit (including, without limitation, increases in the premiums for insurance policies maintained by the Association); against any Unit to remedy any violation by such Unit's Unit Owner of this Declaration, the Association Articles or Bylaws, or rules and regulations promulgated hereunder or to collect any fines levied by the Association as set forth in the Bylaws; or against any Unit or Units for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Any Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs, and reasonable attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

The maintenance, repair and reconstruction of the parking surface for the Parking Units shall be paid for by a Special Assessment against only the Parking Unit Owners.

g. Collection of Assessments. In addition to any other rights under the law, all of the following shall apply to unpaid Assessments.

(i) The assessment of Common Expenses, together with such interest as the Association may impose in the Bylaws for delinquencies and with costs of collection and actual attorneys' fees, constitute a lien on the Units against which they are assessed.

Attachment, filing, effectiveness, priority, and enforcement of the lien shall be as provided in the Act or as amended. Provided, however, that any such lien shall be inferior and subordinate to the lien for all sums payable to any first mortgagee of record and any mortgage guarantied by the Department of Veterans Affairs' (the "Department") pursuant to 38 C.F.R. § 36.4358(b)(4)(iii).

(ii) If any assessment of Common Expenses is delinquent and a statement of condominium lien as described in the Act or as amended, has been filed against a Unit, the Association may suspend the voting rights of the delinquent Unit Owner. A delinquency resulting in the filing of a statement of condominium lien against a Unit shall constitute an act of default under any mortgage secured by the Unit.

(iii) Except as otherwise provided herein, unpaid Common Expenses assessed against a Unit shall be a joint and several liability of the seller and purchaser in a voluntary transfer of the Unit.

(iv) The Association shall have a lien, from the date an assessment is made, upon any Unit for assessments made against that Unit, which assessments remain unpaid. The lien shall secure payment of the assessment, interest, and costs of collection, including reasonable attorneys' fees. The Unit Owner shall be personally liable for all unpaid assessments, interest, and costs of collection. This liability shall not terminate upon transfer of ownership or upon abandonment of the Unit by the Unit Owner. When any lien is foreclosed, if the Unit Owner remains in possession of the Unit, he, she or it shall pay a reasonable rental value of the Unit. The Association shall be entitled to the appointment of a receiver of the Unit, as a matter of strict right. Assessments shall be paid without offset or deduction. No Unit Owner may withhold payment of any assessment or any part thereof because of any dispute which may exist among a Unit Owner, the Association, the Declarant, or any of them. Rather, the Unit Owner shall pay all assessments pending resolution of any dispute.

(v) In the event the mortgagee of a first mortgage of record or any other purchaser of the Unit obtains title to the Unit as a result of foreclosure of a mortgage, or as a result of a conveyance in lieu of foreclosure, such purchaser or his or her successors and assigns shall not be liable for the total share of Common Expenses or assessments by the Association pertaining to such Unit or chargeable to the former Unit Owner, which Common Expenses or assessments became due prior to the acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible proportionately from all of the Unit Owners except the mortgagee or any other purchaser of a Unit who obtained title to the Unit as a result of foreclosure of a mortgage, or as a result of a conveyance in lieu of foreclosure.

h. Common Surplus. All common surpluses of the Condominium for each fiscal year of the Association shall be credited to the reserves or replacement funds for common expenses of the Condominium for the next succeeding fiscal year or years in accordance with the percentage of undivided interests of each Unit Owner in the Common Elements aforesaid if such an account exists, and, if no such reserve or replacement account exists, will be

returned to each Unit Owner in accordance with the percentage of undivided interests of each Unit Owner in the Common Elements.

i. Certificate of Status. All certificates stating facts in regard to the Condominium or any of its Units, including statements of condominium lien, statements regarding unpaid assessments against any Unit, or the then-current status of documents related to the Condominium, shall be signed on behalf of the Association by an officer thereof. The Association shall, upon the written request of an owner, purchaser, or Mortgagee of a Unit (as defined below), issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

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

13. Purpose and Restrictions on Use.

a. Unit Alterations. Except for the Parking Units, which shall not be altered without consent of the Association, a Unit Owner may make improvements and alterations within its Unit; provided, however, that such improvements or alterations shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium, and shall not impair any easement. A Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any portion of the Common Elements without obtaining the prior written permission of the Association, which permission may be denied in the sole discretion of the Association. Any approved improvement or alteration that changes the exterior dimensions of a Unit must be evidenced by recording a modification to this Declaration and the Condominium Plat before it shall be effective and must comply with the applicable legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

b. Separation, Merger, and Boundary Relocation. Under no circumstances may any Unit be separated into two or more Units except for a Unit that has previously been created by merging all of one or more Units. A Unit that may be separated into two or more units may only be separated upon compliance with Section 703.13(7) of the Act and with the written consent of the Association. Boundaries between Units may be relocated upon

compliance with Section 703.13(6) of the Act and with the written consent of the Association. Furthermore, two or more Units may be merged into a single unit only upon compliance with Section 703.13(8) of the Act and with the written consent of the Association. No boundaries of any Units may be relocated, no Unit may be separated, and no Units may be merged hereunder without the consent of all Owners and Mortgagees having an interest in the Unit or Units affected. Any Unit Owner applying for a boundary relocation, Unit separation, or merger of Units shall provide to the Association for review complete plans and specifications for the relocation, separation, or merger, accompanied by a signed statement from a Wisconsin-licensed structural engineer or professional engineer specializing in structural engineering certifying that the alteration described by the plans and specifications will not impair the structural integrity or strength of the building. Furthermore, each Unit Owner applying for a boundary relocation, Unit separation, or merger shall pay for the Association's cost of application review and documentation, including, without limitation, any and all engineering, surveying, and legal fees incurred by the Association in considering such application and preparing any documentation, whether or not the application is ultimately approved. Where any boundary relocation, unit separation, or merger would require the approval of the municipality in which the Condominium is located, the applicant shall obtain such approval. The Association may recover any unpaid costs by imposing a Special Assessment against the applicant's Unit. Following any boundary relocation, Unit separation, or merger, the percentage interests in the Common Elements shall be reallocated as follows:

i. A Unit Owner acquiring an adjoining part of another Unit may remove all or any part of the intervening partition wall or create doorways or other apertures therein. This may be done even if the partition wall may, in whole or in part, be a Common Element, provided that those acts do not impair any easement. The creation of doorways or other apertures is not deemed an alteration of boundaries. In the case of a boundary relocation where the Unit Owner acquires less than all of an adjoining Unit the undivided interest in Common Elements and the number of votes in the Association of each Unit shall not be altered.

ii. If a Unit Owner merges all of one or more adjoining Units, the Unit Owner's undivided percentage interest in the Common Elements shall be determined by adding together the total undivided percentage interest of each Unit. The Unit Owner's total number of votes in the Association shall be equal to the number of Units merged (for example, if a Unit Owner combines two units that each had one vote, the Unit Owner of the resulting unit shall have two votes).

iii. In the case of a Unit separation, the undivided percentage interest in the Common Elements and votes in the Association appurtenant to each resulting Unit (the "Resulting Unit") shall be determined in the following manner: if the separation of Units involves a Unit that was created by merging two previous units, the total percentage interest in the Common Elements and votes in the Association will be divided equally between the two Resulting Units; if the separation of a Unit involves a Unit created by merging all of three or more previous Units, the undivided

percentage interest in the Common Elements allocated to each Resulting Unit shall be determined by taking the total undivided percentage interest in the Common Elements of the Unit prior to separation and dividing it by the total number of Resulting Units. The votes in the Association allocated to each Resulting Unit shall be determined by taking the total number of votes held by the Unit prior to separation and dividing it by the total number of Resulting Units.

iv. An amendment to the declaration or the plat pursuant to these procedures shall require only the signatures of the Association and the owners and mortgagees of the affected Units.

c. Use and Restrictions of Use of Residential Units. Each Residential Unit shall be used for residential purposes and for no other purpose unless otherwise authorized by the board of directors of the Association prior to the commencement of such use. At least one Unit Owner, except for the Declarant, must reside in their Unit. A Unit shall be deemed to be used for "residential purposes" if it is occupied by at least one Unit Owner. No business, whether or not for profit, including, without limitation, any animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted from any Residential Unit, except that, to the extent permitted by all applicable laws, codes, ordinances, rules, regulations, and orders: (i) personal professional libraries may be maintained in Units; (ii) personal or business records and accounts may be maintained and handled in Units; (iii) business or professional telephone calls and correspondence may be handled in or from Units; and (iv) such other business may be conducted in or from Units provided that no office or store is maintained within a Residential Unit at which clients or customers regularly call. In addition, Declarant shall be entitled to use all Units owned by Declarant as models and for sales and leasing activities, and Declarant reserves the right to erect signs or other entryway features at the entrances to the Condominium and to erect appropriate signage within the Units and elsewhere relating to the sale or leasing of Units.

Each Residential Unit shall be occupied by at least one Unit Owner, and no Unit Owner may lease his/her Unit to a third party without consent of the Association. So long as at least one Unit Owner occupies the Unit, the Unit Owner may rent rooms in his/her Unit. If the Unit Owner rents a room or rooms in his/her Unit, during the term of any lease, each Unit Owner shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all provisions of this Declaration, the Bylaws and the rules and regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Unit. The restrictions on leasing of Units shall not apply to Declarant, who shall have the right to freely lease Units owned by the Declarant in its sole discretion.

d. Use and Restrictions of Use of Commercial Units. The Commercial Units of the Condominium may be used for any permitted commercial use under applicable zoning ordinances. Commercial Units may not be used for residential purposes and may be used for conditional uses or commercial uses requiring variances or other special municipal authorization only if the Association gives written approval for such use. If approved by the

City of Madison, a Commercial Unit may conduct business on a portion of the public sidewalk in front of the building rented from the City, provided no such use may interfere with access to or use and enjoyment of the Condominium by Unit Owners or others authorized to use it or provide services to it, constitute a nuisance, or adversely affect the reputation and public image of the Condominium.

Even if permitted under the applicable zoning ordinance, the Commercial Units shall not be used for the following:

- i. Taverns;
- ii. Restaurants with grills or deep fryers; or
- iii. Any use open to the public or which produces sound or vibration between the hours of 10:30 p.m. and 6:00 a.m.

The Association may modify these restrictions to make them less restrictive on a case-by-case basis or as a matter of general applicability but shall not have authority to impose more stringent restrictions.

Commercial Units may be either owner operated or leased by the Unit Owner to an operating business, subject to the limitations above. Such leases shall be in writing and have a term of not less than one (1) year. A copy of the lease must be filed with the Association together with current addresses and telephone numbers for the Unit Owner and Tenant. A lease shall include the right to use any Limited Common Elements appurtenant to the leased Unit. Any such lease must include a provision by which the tenant agrees to abide by the Condominium Act, the Declaration and Association Bylaws and rules, and the Unit Owner shall be responsible to assure tenant compliance.

Commercial Units may display signs advertising the business conducted within the Unit, provided such signs meet the City of Madison ordinances regarding signage and if any special municipal approval is required for such a sign, it must also be approved by the Association. No sign displayed in connection with a Commercial Unit may be higher at its highest point than the upper boundary of the uppermost cubicle of air defining the Unit.

Commercial Units shall not use certain amenities provided to Residential Units, including bulk Internet access, hot water, garbage disposal and common water and sewer facilities, even if paid as a Common Element expense. The respective ownership of the Common Elements as set forth on Exhibit C takes into account this difference between the Commercial and Residential Units.

e. Use and Restrictions of Use of Parking Units. The Parking Units shall be used solely for parking operable vehicles and not for storage. No vehicle shall be left in a Parking Unit for longer than twenty (20) consecutive days without consent of the

Association. The Association may by written notice substitute another Parking Unit for Parking Units 125 and 144 in order to accommodate a physically disabled Unit Owner.

f. Use and Restrictions of Use of Storage Units. The Storage Units shall be used solely for the storage of personal property and not for residential or commercial purposes. Nothing may be stored in a Storage Unit which creates a nuisance or which emits a sound or odor detectable outside of such Storage Unit.

g. Damage to Common Elements. No damage to, or waste of, the Common Elements or Limited Common Elements or any part thereof shall be committed by any Unit Owner or any invitee of any Unit Owner, and each Unit Owner shall indemnify and hold the Association and the other Unit Owners harmless against all loss resulting from any such damage or waste caused by him or his invitee, to the Association or other Unit Owners. No noxious, destructive, illegal, or offensive activity shall be carried on in any Unit, on the Common Elements, or on the Limited Common Elements or any part thereof; nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any other person at any time lawfully residing in the Unit. Use of radios, stereos, television, musical instruments, mechanical equipment, and other devices emitting sound shall be limited to volumes which are not audible to other Unit Owners in their Units. Electrical devices for the control of insects shall not be permitted.

h. Signage. No sign of any kind shall be displayed on or in any Unit which is visible to the public or any Unit Owner from outside of such Unit.

i. Use of Units by Declarant. Notwithstanding anything else contained in this Declaration, Declarant shall be entitled to use all Units owned by Declarant as models and for sales and leasing activities, and Declarant reserves the right to erect signs or other entryway features at the entrances to the Condominium and to erect appropriate signage within the Units and elsewhere relating to the sale or leasing of Units.

j. Garbage and Refuse Disposal. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. All clippings, rocks, or earth must be in containers.

k. Storage. Outdoor storage of disabled vehicles or personal property shall not be permitted.

l. Miscellaneous. Notwithstanding anything to the contrary contained herein, the use of the Units, Common Elements, and Limited Common Elements shall comply with all applicable ordinances, statutes, rules, or other validly imposed requirements of any governmental body or agency and any other restrictions as contained in the Association's Bylaws and any rules and regulations adopted by the Association. No use may unreasonably interfere with the use and enjoyment of the Common Elements by other Unit Owners. There shall be no conduct of any activity which would increase the insurance rates on the Condominium. Any and all attorneys' fees and other expenses incurred by the Association

in the enforcement of this provision shall be reimbursed by the Unit Owner in violation and may be assessed against such Owner's Unit. Use is further restricted by any rules and regulations adopted by the Association.

14. Insurance.

a. Fire and Extended Loss Insurance. The board of directors of the Association shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Elements, for the Unit as originally constructed as of the date the occupancy permit for the Unit was originally issued, and for the Association's service equipment, supplies, and personal property. Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage for all improvements to the Unit made after issuance of the original certificate of occupancy and all improvements located therein for not less than the full replacement value thereof. Insurance coverage for the Common Elements shall be reviewed and adjusted by the board of directors of the Association from time to time to ensure that the required coverage is at all times provided. The insurance maintained by the Association shall be written on the Condominium's Common Elements in the name of the Association as insurance trustee for the individual Unit Owners in their respective percentage interests in the Common Elements, and may list each Unit Owner as an additional insured with respect to its Unit. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be Common Expenses. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the mortgagees and distributed by computing the percentage interest for each Unit, which will be determined by multiplying the total square footage of each Unit by 100 and dividing that number by the total square footage of all of the Units and further allocated to reflect the extent of damage to each Unit.

b. Public Liability Insurance. The board of directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least \$1,000,000.00 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers, and for the individual Unit Owners in their respective percentage interests in the Common Elements. Such insurance policy shall contain a "severability of interest" or cross-liability endorsement, which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure its own Unit for personal benefit.

c. Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Unit Owner to be subrogated

to any right of the Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions, or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit owner from obtaining such policy.

15. Reconstruction After Loss.

a. Reconstruction. In the event of fire, casualty, or any other disaster affecting one or more of the Units or other improvements on the Condominium (the "Damaged Premises"), the Damaged Premises shall be reconstructed and repaired, unless otherwise provided herein. Reconstruction and repair as used herein shall mean restoring the Damaged Premises to substantially the same condition they were in prior to the fire, casualty, or disaster. The Association shall undertake to cause such reconstruction and repair to be accomplished within a reasonable period of time.

b. Insufficient Insurance Proceeds. If the insurance proceeds are insufficient to reconstruct or repair the Damaged Premises, then:

i. The Condominium shall be subject to an action for partition upon obtaining the written consent of at least three-quarters (3/4) of the Unit Owners entitled to a vote in the Association. In the case of partition, the net proceeds of sale together with any net proceeds of insurance (the "Partition Proceeds") shall be considered as one fund and shall be divided among all Unit Owners in proportion to the number of votes in the Association each Unit Owner possesses.

ii. If the consent required under subparagraph (b)(i) above is not obtained within ninety (90) days from the date of the loss, then the Damaged Premises shall be reconstructed and repaired by the Association with the insurance proceeds and owners of Units in the Damaged Premises shall be assessed for the deficiency in proportion to the number of votes in the Association each Unit Owner possess within the Damaged Premises compared to the total votes of Units within the Damaged Premises.

If any or all of the Damaged Premises are Common Elements such portion of the deficiency as relates directly to the Common Elements shall be shared by the owners of all Units in accordance with their respective interests in the Common Elements.

c. Condemnation. The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements, and agreements with the condemning authority for acquisition of the Common Elements or part thereof. The award of proceeds of settlement for a taking of part of all of the Common Elements shall be payable to the Association for the use and benefit of the Unit Owners and their mortgagees as their interests may appear. The procedure for dealing with the total or partial condemnation of the Condominium shall be that set forth in the Act, as the same may be amended from time to time.

16. Easements. In addition to existing easements of record, easements are reserved over, through, and underneath the Common Elements for ingress and egress and for present and future utility services, including but not limited to, easements for water pipes, sanitary sewer pipes, emergency sewer lines, storm drainage pipes, electrical wires, television wires, security wires, and street lights, whether or not shown on the exhibits attached hereto. Easements for such utility services are reserved to the Declarant and Unit Owners. Easements for ingress and egress are reserved to the Association in, over, and under the Units, Common Elements, and Limited Common Elements, their ceilings, floors, and walls for the purpose of making any repairs which are the obligation of the Association. The Association shall be responsible for any damage resulting from such easements and any costs related thereto shall be regarded as a Common Expense.

17. Easements Run with the Land. All easements and rights set forth in this Declaration run with the Land and are subject to the control of the Association. No Unit Owner shall commit any act which would jeopardize the soundness or safety of the property subject to this Declaration, reduce the value thereof, or impair any easement or hereditament.

18. Utilities. Each Unit Owner shall pay for his/her/their own telephone, cable television, electrical, 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 Expense.

19. Negligence of Owner. If, due to the negligent act or omission of a Unit Owner, or a member of his/her/their family, 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 Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs, and replacements as may be determined by the Board, subject to the rules, regulations, and Bylaws of the Association.

20. Association Rules and Regulations. The Association may from time to time promulgate such reasonable rules and regulations as are deemed necessary and desirable to carry out the purposes and intents of this Declaration, to promote the harmonious usage of the Common Elements, and to cause each Unit Owner to be free from any unreasonable interference with the peaceful use of such Owner's Unit and its appurtenances.

21. Resident Agent. The name and address of the resident agent under Section 703.23 of the Wisconsin Statutes is Steven A. Brezinski, 2 East Mifflin Street, Suite 200, Madison, WI 53703. The resident agent may be changed by the Association in any manner permitted by law.

22. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, the Rules and Regulations or this Declaration, his/her/its right of enjoyment of the Common Elements and facilities to the members of his/her/its immediate family or contract purchasers of such Owner's Unit who reside in the Unit and only to said individuals, except that delegation of use may be made to invited guests present during the presence of the Owner, a member of the Owner's immediate family, or a contract purchaser of a Unit.

23. Separate Mortgages of Units. Each Unit Owner shall have the right to mortgage or encumber his/her/its own respective Unit, together with his/her/its respective ownership interests in the Limited Common Elements and 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/her/its own Unit and his/her/its own respective ownership interest in the Limited Common Elements and the Common Elements.

24. Separate Real Estate Taxes. Real estate taxes are to be separately taxed to each Unit Owner for his/her/its Unit and such Owner's 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/her/its proportionate share thereof, allocated in accordance with his/her/its respective percentage of ownership interest in the Common Elements.

25. Rights of Mortgagees.

a. Notice. Upon written request to the Association, identifying the name and address of the holder, insurer, or guarantor of a Unit mortgage and the Unit number or address, any such mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

(i) Any condemnation or casualty loss which affects either a material portion of the Condominium or Unit securing its mortgage;

(ii) Any sixty (60) day delinquency in the payment of assessments owed by the owner of any Unit on which it holds a mortgage or any breach of the provisions of any instrument or rule governing the Condominium which is not cured by such owner within sixty (60) days of such breach;

(iii) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and

(iv) Any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified above or elsewhere in this Declaration.

b. Financial Statement. Upon written request to the Association, the holder, insurer, or guarantor of any first mortgage on a Unit shall be provided with a financial statement for the Association's preceding fiscal year. Upon written request, a mortgage holder will be allowed to prepare an audited financial statement at its own expense.

26. Miscellaneous Provisions.

a. Impairment of Structural Integrity of Building. Nothing shall be done in any Unit, Limited Common Elements, or in, on, or to the Common Elements which will impair the structural integrity of a Building or which would structurally change any Building except as is otherwise provided herein. No Unit Owner shall overload the electric wiring in the property or operate any machines, appliances, accessories, or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others.

b. Compliance. Each Unit Owner shall comply strictly with the covenants, conditions, and restrictions set forth in this Declaration or in the deed to such Owner's Unit, and with the Bylaws and with the rules and regulations adopted pursuant thereto, as either of the same are amended from time to time. Failure to comply with any of the same shall be grounds for action to recover sums due, for damages or injunctive relief, or both, maintainable by the board of directors on behalf of the Association or, in a proper case, by an aggrieved Unit Owner. Furthermore, all Unit Owners, tenants of such owners, employees of owners and tenants, or any other persons that in any manner use the property or any part thereof shall be subject to the Wisconsin Condominium Ownership Act and to this Declaration, the Articles of Incorporation of the Association and its Bylaws.

c. Display of Model by Declarant. Until all Units are sold, Declarant may occupy or grant permission to any person or entity to occupy, with or without rental, as determined by the Declarant, one or more Units for business or promotional purposes, including clerical activities, sales offices, model Units for display, and the like, provided that the activities in the Units so occupied do not unreasonably interfere with the quiet enjoyment of any other Unit Owner or occupant.

d. Severability and Interpretation. 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. The intent of this Declaration is to comply with Wisconsin Statutes, and the provisions hereof shall be interpreted in the light of this expressed indication of intent.

e. Encroachments. If any portion of a Unit, Limited Common Element, or Common Element encroaches upon another, an easement for the encroachment and its maintenance shall exist. In the event all or a portion of the Condominium is damaged and subsequently reconstructed, the Unit Owners shall allow encroachments on the Units, Limited Common Elements, or on the Common Elements during construction, and easements for such encroachments and their maintenance shall exist.

f. Amendments. Except as otherwise provided in this Declaration, the Association may amend this Declaration in any manner it chooses consistent with then applicable law.

g. Remedies. The Association shall not have the right to enforce any provisions of the Declaration against any Unit Owner for failing to comply with any provision of this Declaration, the Bylaws, or the Rules and Regulations unless the Association has first given the Unit Owner written notice describing the failure and such failure remains uncured fifteen (15) days after delivery of the notice. No prior written notice shall be required where an emergency condition (such as the threat of imminent harm to persons or property) exists and the Association takes immediate action to remedy the same.

h. Declarant's Right to Assign. The Declarant may assign or delegate some or all of the Declarant's rights and duties (including the rights granted pursuant to this Section) hereunder by recording an instrument reciting such assignment or delegation with the Register of Deeds of Dane County, Wisconsin.

i. Conflict in Condominium Documents. In the event a conflict exists among any provision of this Declaration, the Articles of Incorporation, the Bylaws, or any administrative rules and regulations, or between any of them, this Declaration shall be considered the controlling document.

j. Warranties. The Declarant has made no warranty or representation in connection with the Condominium, except as may be specifically set forth in this Declaration. No person shall rely upon any warranty or representation unless contained in this Declaration. Any estimates of Common Expenses, taxes, or other charges made by the Declarant and provided to any person shall be considered estimates only, and no warranty or guarantee of such amounts shall be made or relied upon.


k. Declarant Bound. So long as the Declarant, its successors, and assigns owns one or more of the Units, the Declarant and its successors and assigns shall be subject to the provisions of this Declaration.

l. Captions. The captions in this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Declaration or the intent of any provision hereof.

IN WITNESS WHEREOF, Livingston Properties, Inc., the Declarant, has caused this document to be signed this 30 day of December, 2005.

Declarant: **Livingston Properties, Inc.**, a Wisconsin corporation

By:


Scott C. Lewis, President

AUTHENTICATION

000586

Signature of Scott C. Lewis authenticated this 5th day of January, 2006.

A handwritten signature in black ink, appearing to read 'S. Brezinski', written over a horizontal line.

Steven A. Brezinski

Title: Member of State Bar of Wisconsin

CONSENT/ACKNOWLEDGMENTS CONTINUED

CONSENT OF MORTGAGEE

The undersigned, AnchorBank, fsb, joins in the execution of this Declaration to indicate its consent to the submission of the lands described herein to the provision of the Wisconsin Condominium Ownership Act, Wisconsin Statutes Chapter 703.

ANCHORBANK, fsb

By: Mark R. Lindgren

Name: Mark R. Lindgren

Title: Vice President

ACKNOWLEDGMENT

State of Wisconsin)
) ss.
 County of Dane)

Personally came before me this 30 day of December 2005, the above-named Mark R. Lindgren, to me known to be the Vice President of AnchorBank, fsb, and further known to be the person who executed the foregoing instrument for and on behalf of AnchorBank, fsb, by its authority, and acknowledged the same.

IN WITNESS WHEREOF, I hereunto set my hand and notarial seal.



Mark Nowacki
 Printed Name: Mark Nowacki
 Notary Public, State of Wisconsin
 My commission 1-11-09

This instrument was drafted by:
 Steven A. Brezinski
 Axley Brynelson, LLP
 2 East Mifflin Street, #200 (53703)
 Post Office Box 1767
 Madison, WI 53701-1767

EXHIBIT ALEGAL DESCRIPTION

Lots 17 and 18 and the southwesterly five feet of Lot 16, Block 147, Madison Original Plat, in the City of Madison, Dane County, Wisconsin.

Tax Parcel Numbers: 251/0709-134-1303-8
251/0709-134-1304-6
251/0709-134-1306-2

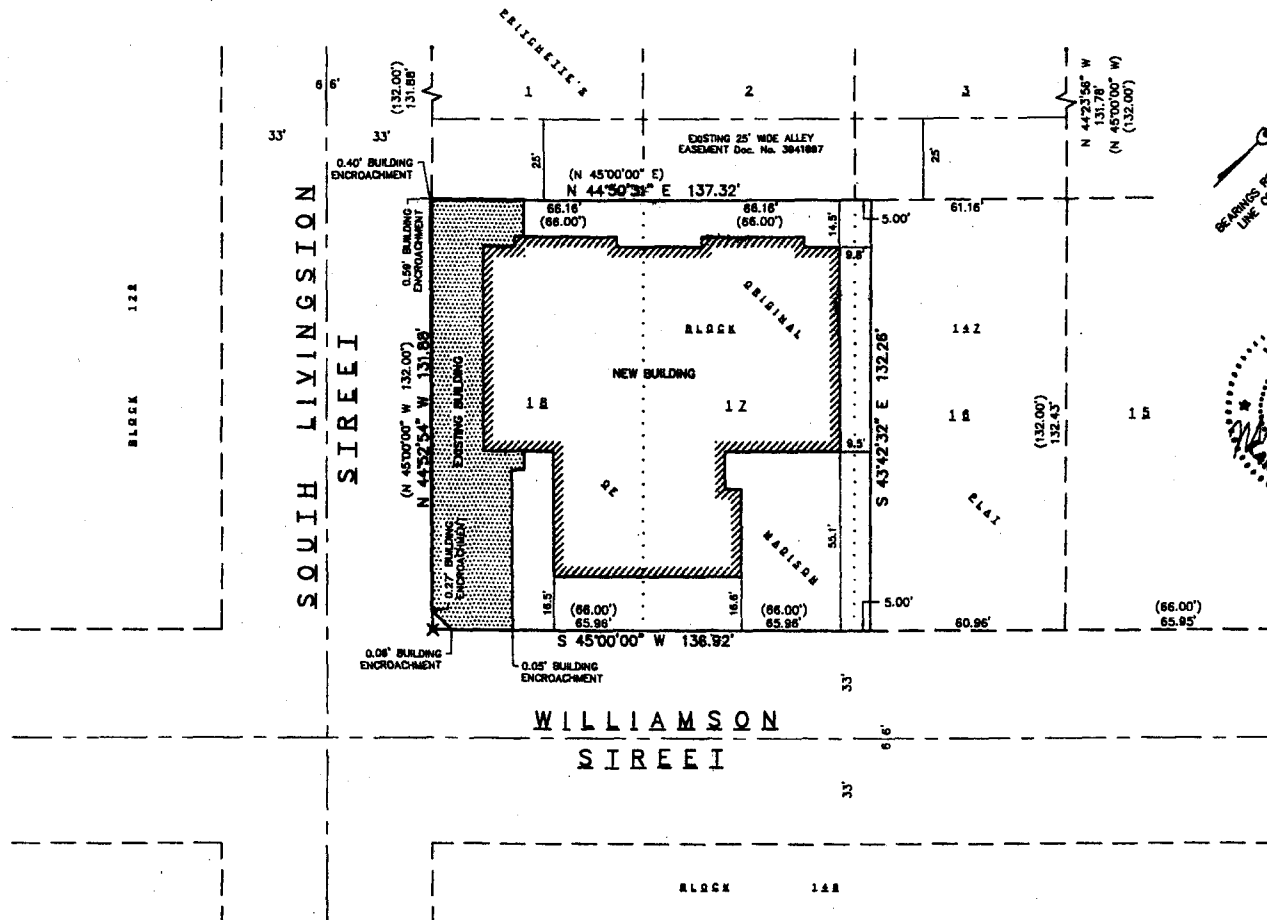
000589

EXHIBIT B

CONDOMINIUM PLAT

THE LIVINGSTON CONDOMINIUMS

LOTS 17 AND 18 AND THE SOUTHWESTERLY FIVE (5) FEET OF LOT 16, BLOCK 147, MADISON ORIGINAL PLAT, IN THE CITY OF MADISON, DANE COUNTY, WISCONSIN AND LOCATED IN THE SE 1/4 OF SECTION 13, T7N, R9E, CITY OF MADISON, DANE COUNTY, WISCONSIN.



BEARINGS REFERENCED TO THE SOUTHEAST
LINE OF BLOCK 117 OF MADISON'S
ORIGINAL PLAT OF MADISON
RECORDED AS S 45°00'00\"

LEGEND

- 3/4\"
- ✕ FOUND CHISELED "x" IN CONCRETE
- () INDICATES RECORDED AS
- DISTANCES ARE MEASURED TO THE
NEAREST HUNDREDTH OF A FOOT.

TOTAL AREA = 18,109 SQ. FT.
(0.4157 ACRES)



PREPARED FOR:

FISHER CONSTRUCTION, INC.
P.O. BOX 820800
MIDDLETON, WI 53582-0800

PREPARED BY:

CAULKINS ENGINEERING, LLC
5010 VOGES ROAD
MADISON, WI 53718
(608) 838-0444

RECORDING DATA

CERTIFICATE OF REGISTER OF DEEDS

Received for recording this _____
day of _____, 20____, at
_____ o'clock _____ M. and recorded
in Volume _____ of Condominium
Plats, on pages _____

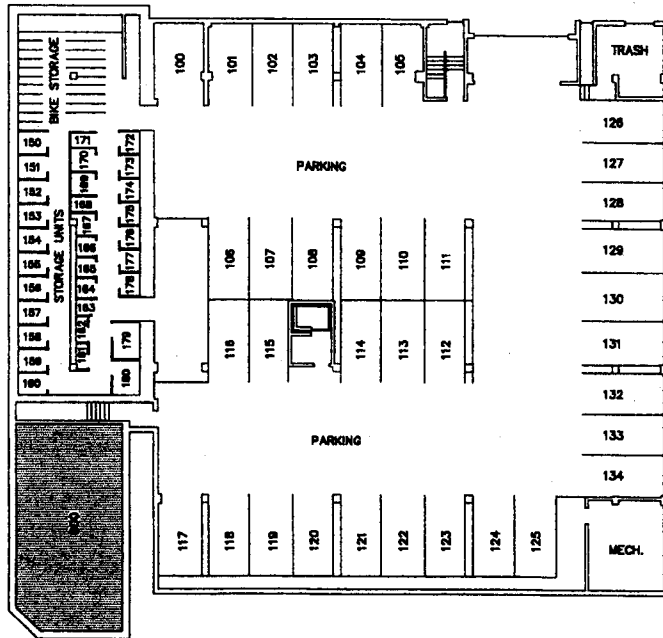
Jane Licht, Dane County
Register of Deeds

NOTE: PLEASE BE ADVISED THAT THE DOCUMENT GRANTOR(S) HEREBY DIRECT VIEWERS TO IGNORE THE PRINTED TEXT MATERIAL ON THIS MAP. ONLY THE SPATIAL RELATIONSHIPS OF THE ILLUSTRATIONS ON THE MAP ARE BEING PRESENTED FOR YOUR INFORMATION.

Signed by Grantor or Grantor's Agent: Dated: January 10, 2006

THE LIVINGSTON CONDOMINIUMS

LOTS 17 AND 18 AND THE SOUTHWESTERLY FIVE (5) FEET OF LOT 16, BLOCK 147, MADISON ORIGINAL PLAT, IN THE CITY OF MADISON, DANE COUNTY, WISCONSIN AND LOCATED IN THE SE 1/4 OF SECTION 13, T7N, R9E, CITY OF MADISON, DANE COUNTY, WISCONSIN.

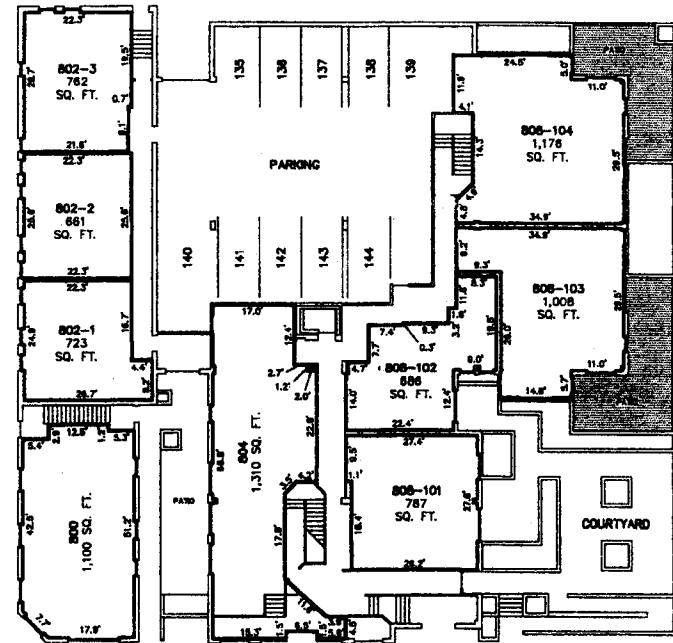


BASEMENT FLOOR PLAN

NOT TO SCALE

STORAGE UNIT SIZES

STORAGE UNITS 150-180:	4.7'-5.0'
STORAGE UNITS 181 & 182:	7'-5.6'
STORAGE UNIT 183:	10'-3.3'
STORAGE UNITS 184-186:	4'-0'-0"
STORAGE UNITS 187, 172-178:	2'-0'-0"
STORAGE UNITS 188 & 171:	11'-3.3'
STORAGE UNITS 189 & 170:	4'-0'-0"
STORAGE UNITS 179 & 108:	5.7'-7.4'



FIRST FLOOR PLAN

NOT TO SCALE

NOTES:

- 1) EXTERIOR PATIOS AND DECKS ARE LIMITED COMMON ELEMENTS.
- 2) EACH RESIDENTIAL UNIT WILL HAVE THE RIGHT TO USE ONE (1) PARKING UNIT WHICH WILL BE ASSIGNED BY THE CONDOMINIUM ASSOCIATION.
- 3) EVERYTHING OUTSIDE OF THE UNIT BOUNDARIES ARE COMMON ELEMENTS.
- 4) UNIT AREAS GIVEN ARE APPROXIMATE AND DO NOT INCLUDE THE PATIO OR DECK.
- 5) ALL MEASUREMENTS ARE FROM OUTSIDE WALL TO OUTSIDE WALL OF EACH UNIT.



L.C.E. = LIMITED COMMON ELEMENTS



SURVEYED BY:

CALKINS ENGINEERING, LLC
5010 VOGES ROAD
MADISON, WI 53718
(608) 838-0444

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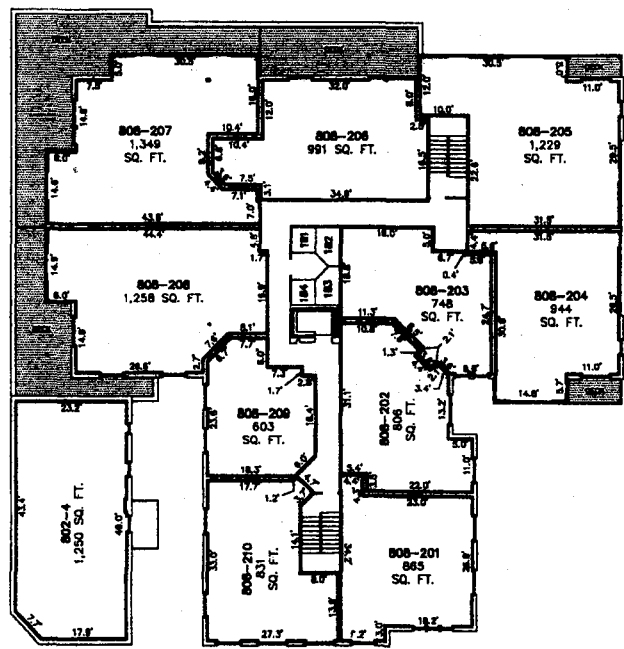
Signed by Grantor or Grantor's Agent: *[Signature]*

Dated: January 10, 2006

000592

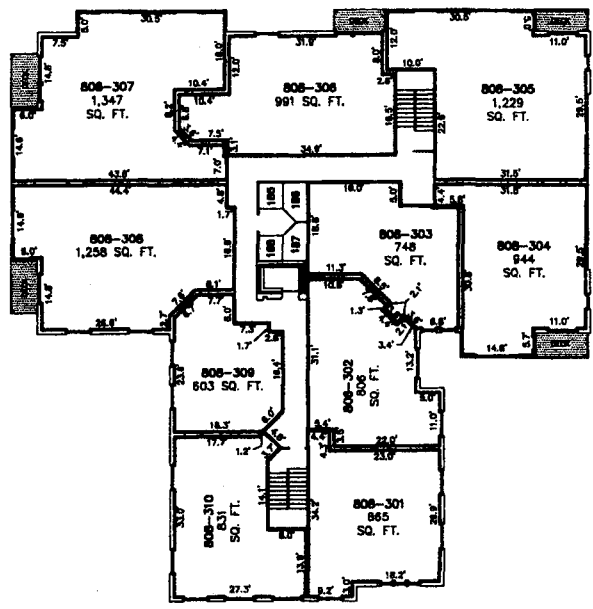
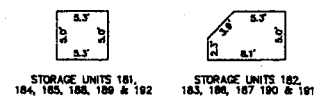
THE LIVINGSTON CONDOMINIUMS

LOTS 17 AND 18 AND THE SOUTHWESTERLY FIVE (5) FEET OF LOT 16, BLOCK 147, MADISON ORIGINAL PLAT, IN THE CITY OF MADISON, DANE COUNTY, WISCONSIN AND LOCATED IN THE SE 1/4 OF SECTION 13, T7N, R9E, CITY OF MADISON, DANE COUNTY, WISCONSIN.



SECOND FLOOR PLAN
NOT TO SCALE


TYPICAL STORAGE UNIT SIZES

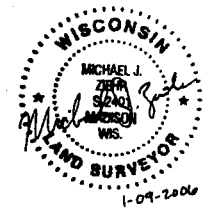


THIRD FLOOR PLAN
NOT TO SCALE

NOTES:

- 1) EXTERIOR PATIOS AND DECKS ARE LIMITED COMMON ELEMENTS.
- 2) EACH RESIDENTIAL UNIT WILL HAVE THE RIGHT TO USE ONE (1) PARKING UNIT WHICH WILL BE ASSIGNED BY THE CONDOMINIUM ASSOCIATION.
- 3) EVERYTHING OUTSIDE OF THE UNIT BOUNDARIES ARE COMMON ELEMENTS.
- 4) UNIT AREAS GIVEN ARE APPROXIMATE AND DO NOT INCLUDE THE PATIO OR DECK.
- 5) ALL MEASUREMENTS ARE FROM OUTSIDE WALL TO OUTSIDE WALL OF EACH UNIT.

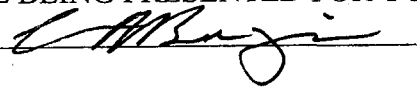
 L.C.E. - LIMITED COMMON ELEMENTS



SURVEYED BY:
CALKINS ENGINEERING, LLC
5010 VOGES ROAD
MADISON, WI 53718
(808) 838-0444

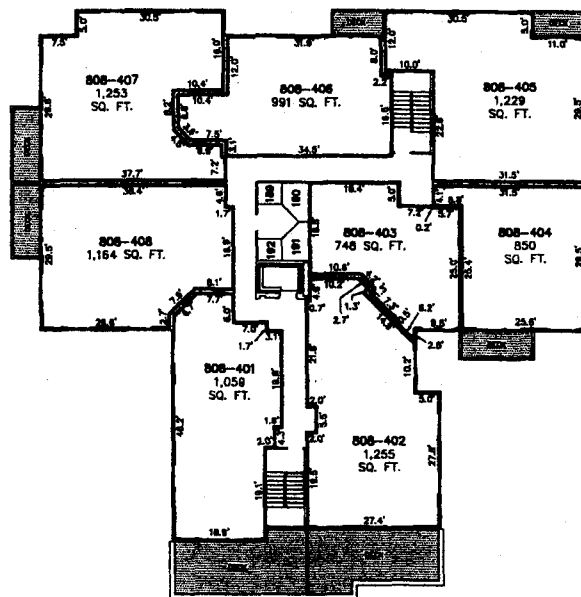
\\projects\\FIS11\\Condo Plat\\cplat--FIS11.dwg

NOTE: PLEASE BE ADVISED THAT THE DOCUMENT GRANTOR(S) HEREBY DIRECT VIEWERS TO IGNORE THE PRINTED TEXT MATERIAL ON THIS MAP. ONLY THE SPATIAL RELATIONSHIPS OF THE ILLUSTRATIONS ON THE MAP ARE BEING PRESENTED FOR YOUR INFORMATION.

Signed by Grantor or Grantor's Agent:  Dated: January 10, 2006

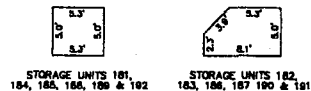
THE LIVINGSTON CONDOMINIUMS

LOTS 17 AND 18 AND THE SOUTHWESTERLY FIVE (5) FEET OF LOT 16, BLOCK 147, MADISON ORIGINAL PLAT, IN THE CITY OF MADISON, DANE COUNTY, WISCONSIN AND LOCATED IN THE SE 1/4 OF SECTION 13, T7N, R9E, CITY OF MADISON, DANE COUNTY, WISCONSIN.



FOURTH FLOOR PLAN
NOT TO SCALE

TYPICAL STORAGE UNIT SIZES



NOTES:

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- 5) ALL MEASUREMENTS ARE FROM OUTSIDE WALL TO OUTSIDE WALL OF EACH UNIT.



L.C.E. = LIMITED COMMON ELEMENTS

SURVEYOR'S CERTIFICATE

I, Michael J. Ziehr, Registered Land Surveyor No. 2401, hereby certify that in full compliance with the provisions of Chapter 703 of the Wisconsin Statutes, I have surveyed and mapped the following described lands:

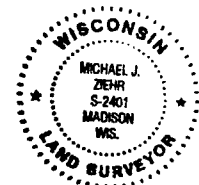
Lots 17 and 18 and the Southwesterly five (5) feet of Lot 16, Block 147, Madison Original Plat, in the City of Madison, Dane County, Wisconsin, more fully described as follows:

Beginning at the most Southerly corner of said Lot 18; thence North 44 degrees 52 minutes 54 seconds West, 131.88 feet; thence North 44 degrees 50 minutes 31 seconds East, 137.32 feet; thence South 43 degrees 42 minutes 32 seconds East, 132.28 feet; thence South 45 degrees 00 minutes 00 seconds West, 136.92 feet to the point of beginning. This description contains approximately 18,109 square feet or 0.4157 acres.

I further certify that this condominium plat correctly represents the condominium described and that the floor plans are reproduced from plans furnished by the architect.

Signed this 9TH day of JANUARY, 2006.

Michael J. Ziehr
Michael J. Ziehr, R.L.S. No. 2401



SURVEYED BY:

CALKINS ENGINEERING, LLC
5010 VOGES ROAD
MADISON, WI 53718
(608) 838-0444

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Signed by Grantor or Grantor's Agent: *[Signature]* Dated: January 10, 2006

EXHIBIT C

Unit Number	Percentage of Common Area Ownership
800	1.970%
804	2.532%
802-1	1.981%
802-2	1.811%
802-3	2.088%
802-4	3.426%
808-101	2.157%
808-102	1.880%
808-103	2.762%
808-104	3.223%
808-201	2.370%
808-202	2.209%
808-203	2.050%
808-204	2.587%
808-205	3.368%
808-206	2.716%
808-207	3.691%
808-208	3.447%
808-209	1.652%
808-210	2.277%
808-301	2.370%
808-302	2.209%
808-303	2.050%
808-304	2.587%
808-305	3.368%
808-306	2.716%
808-307	3.691%
808-308	3.447%
808-309	1.652%
808-310	2.277%
808-401	2.902%
808-402	3.439%
808-403	2.050%
808-404	2.329%
808-405	3.371%
808-406	2.716%
808-407	3.434%
808-408	3.190%