

SECOND AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM

CAPITOL WEST CONDOMINIUM OWNERS
ASSOCIATION, INC.

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

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Name and Return Address:
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33 East Main Street, Suite 300
Madison, WI 53701

(See Exhibit B for Parcel
Numbers)

Parcel Identification Number

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

Timothy M Parks, for
Director, Department of Planning and Community and
Economic Development, City of Madison

3 August 2020
Date

THIS INSTRUMENT DRAFTED BY:
LYDIA J. CHARTRE

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SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

Capitol West Condominium (the "Condominium") was created by a Declaration, recorded in the office of Register of Deeds for Dane County on May 20, 2008 as Document No. 4432566, as amended by the First Amendment to Declaration, recorded in the office of Register of Deeds for Dane County on October 30, 2012 as Document No. 4927881 (the "Declaration").

RECITALS

A. WHEREAS, the real property (the "Property" or "Real Property") subject to this Declaration is as described on Exhibit A appended hereto, located in the City of Madison, Dane County, Wisconsin.

B. WHEREAS, the Declaration contains portions which have become obsolete due to changes in the law, the turnover of control from Declarant to the Capitol West Condominium Owners Association, Inc. (the "Association"), and changes in common practice over the years.

C. WHEREAS, the Association desires to clarify and update the provisions of this Declaration through this Restatement, so that its covenants, as restated, will continue to run with the land and shall be binding on all subsequent owners and occupants of all or any part of the Condominium.

ARTICLE I

DECLARATION

The Real Property (as defined in Section 2.02), together with all improvements to be constructed thereon and all easements, rights and appurtenances pertaining thereto, including, without limitation, easement rights specifically referred to herein, is submitted to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes (the "Condominium Ownership Act").

ARTICLE II

NAME; DESCRIPTION OF PROPERTY

2.01 Name. The name of the condominium created by this Declaration (the "Condominium") is "Capitol West Condominium."

2.02 Legal Description. The real estate comprising the Property (also sometimes referred to herein as the "Real Property") is located in the City of Madison, County of Dane, State of Wisconsin, and is legally described on Exhibit A attached hereto and made a part hereof. The Real Property is shown on the condominium plat and the First Addendum to the Condominium Plat, both of which are attached as part of Exhibit B and made a part hereof (the "Condominium Plat").

2.03 Address. The address of the Condominium is 15 Washington Place, 19 Washington Place, 23 Washington Place, 31 Washington Place, 35 Washington Place, 22 S. Henry Street, 26 S. Henry Street, 30 S. Henry Street, 34 S. Henry Street, 38 S. Henry Street, 42 S. Henry Street, 46 S. Henry Street, 50 S. Henry Street, 54 S. Henry Street, 58 S. Henry Street, 301 W. Washington Avenue, 305 W. Washington Avenue, 309 W. Washington Avenue, 311 W. Washington Avenue, 315 W. Washington Avenue, Madison, Wisconsin 53703.

ARTICLE III

DESCRIPTION OF UNITS

3.01 Identification of Units. The Condominium shall initially consist of five hundred and sixteen (516) units (individually a "Unit" and collectively the "Units") located in or above one of the five (5) buildings (individually a "Building" and collectively the "Buildings") identified as Buildings A, B, C, D and E on the Condominium Plat or within the underground parking garage (the "309 Parking Garage"), together with the Common Elements as described in Article IV hereunder. The Units are shown and identified by number on the Condominium Plat. The Condominium Plat also shows the floor plans for each Building and the 309 Parking Garage, and the layout, boundaries and dimensions of each Unit.

3.02 Types of Units.

(a) Buildings A, B, C and D (collectively, the "Townhouses") contain fifteen (15) residential townhouse-style units identified as Units 1500, 1505, 1510, 1515, 1520, 1525, 1530, 1535, 1540, 1545, 1611, 1621, 1631, 1641, and 1651 (the "Townhouse Residential Units").

(b) Building E (the "309 High-rise") contains one hundred and twenty-six (126) residential apartment-style units identified as Units 100-104, inclusive, 200-205, inclusive, 207-209, inclusive, 211-217, inclusive, 300-307, inclusive, 309-315, inclusive, 400-407, inclusive, 409-415, inclusive, 500-507, inclusive, 509-515, inclusive, 600-607, inclusive, 609-615, inclusive, 700-707, inclusive, 709-715, inclusive, 800-803, inclusive, 805-807, inclusive, 809, 810, 812-815, inclusive, 900-903, inclusive, 905-908, inclusive, 1001-1005, inclusive, 1101, 1102, 1104, and 1105 (the "309 High-rise Residential Units"), four (4) commercial units identified as Units 1-4, inclusive (the "309 Commercial Units"), one hundred and thirty-eight (138) storage units identified as Units 3001-3006, inclusive, 3008-3063, inclusive, 3065-3103, inclusive, and 3105-3141, inclusive (the "309 Residential Storage Units"), and one (1) exterior unit identified as Unit 1200 and located on the roof of the 309 High-rise (the "309 Rooftop Unit").

The 309 Parking Garage contains two hundred and twenty (220) parking units identified as Units 2000-2219, inclusive (the "309 Parking Units") and twelve (12) storage units identified as Units 3142-3146, inclusive, and 3148-3154, inclusive (the "309 Parking Storage Units").

The Townhouse Residential Units and the 309 High-rise Residential Units may be referred to individually as a "Residential Unit" and collectively as the "Residential Units." The 309 High-rise Residential Units and the 309 Commercial Units may be referred to individually as a "309 High-rise Unit" and collectively as the "309 High-rise Units." The 309 Commercial Units may

be referred to individually as a "Commercial Unit" and collectively as the "Commercial Units." The 309 Residential Storage Units and the 309 Parking Storage Units may be referred to collectively as the "309 Storage Units." The 309 Storage Units may be referred to individually as a "Storage Unit" and collectively as the "Storage Units." The 309 Parking Units may be referred to individually as a "Parking Unit" and collectively as the "Parking Units."

3.03 Boundaries of Units. Each Unit shall consist of that cubicle of air within the Building as shown on the Condominium Plat and whose boundaries are determined as follows:

(a) Residential Units.

(i) Upper Boundary. The upper boundary of each Residential Unit shall be the horizontal plane of the lower surface of the supporting members of the ceiling above the highest level of living area, extended to an intersection with the perimetrical boundaries.

(ii) Lower Boundary. The lower boundary of each Residential Unit shall be the horizontal plane of the upper surface of the unfinished floor of the lowest level of the Unit, extended to an intersection with the perimetrical boundaries.

(iii) Perimetrical Boundary. The perimetrical boundaries of each Residential Unit shall be the imaginary vertical planes having elevations that coincide with: (a) in the case of interior walls separating the Residential Units from each other or the 309 High-rise Residential Units from 309 Storage Units, the midpoint of the demising walls; (b) in the case of exterior walls, the exterior surface of the exterior walls; and (c) in the case of exterior windows, the exterior face of the glazing of the windows; and (d) in the case of interior walls separating the Residential Units from any interior Common Elements, the corridor face of the corridor wall stud; and in all of the foregoing cases, extending to intersections with each other and with the upper and lower boundaries.

(iv) It is intended that the inside surface of each plane described above (be it tiles, wallpaper, paint, paneling, carpeting or otherwise covered) is included as part of each defined Residential Unit.

(b) 309 Commercial Units.

(i) Upper Boundary. The upper boundary of each 309 Commercial Unit shall be the horizontal plane of the lower surface of the supporting members of the ceiling, extended to an intersection with the perimetrical boundaries.

(ii) Lower Boundary. The lower boundary of each 309 Commercial Unit shall be the horizontal plane of the uncovered or unfinished surface of the concrete floor, extended to an intersection with the perimetrical boundaries.

(iii) Perimetrical Boundaries. The perimetrical boundaries of each 309 Commercial Unit shall be the imaginary vertical planes having elevations that

coincide with: (a) in the case of interior walls separating the 309 Commercial Units from each other, the midpoint of the demising walls; (b) in the case of exterior walls, the exterior surface of the exterior walls; and (c) in the case of exterior windows, the exterior surface of the face of the glazing of the windows; and (d) in the case of interior walls separating the 309 Commercial Units from any interior Common Elements, the corridor face of the corridor wall stud; and in all of the foregoing cases, extending to intersections with each other and with the upper and lower boundaries.

(iv) It is intended that the inside surface of each plane described above (be it tiles, wallpaper, paint, paneling, carpeting or otherwise covered) is included as part of each defined 309 Commercial Unit.

(c) 309 Parking Units.

(i) Upper Boundary. The upper boundary of each 309 Parking Unit shall be the horizontal plane of the lower face of the concrete ceiling above the level of the 309 Parking Garage on which such 309 Parking Unit is located, extended to an intersection with the perimetrical boundaries.

(ii) Lower Boundary. The lower boundary of each 309 Parking Unit shall be the horizontal plane of the upper surface of the concrete floor for the level of the 309 Parking Garage on which such 309 Parking Unit is located, extended to an intersection with the perimetrical boundaries.

(iii) Perimetrical Boundaries.

[a] For any sides of the 309 Parking Unit as shown on the Condominium Plat that abut walls of the 309 Parking Garage or support pillars or beams located in the 309 Parking Garage, the perimetrical boundaries shall be the vertical planes having elevations that coincide with the finished surfaces of such walls, support pillars or beams, extending to intersections with each other and with the upper and lower boundaries.

[b] For all other sides of any 309 Parking Unit, the perimetrical boundaries shall be the vertical planes extending from the outline of such 309 Parking Unit as shown on the Condominium Plat upward from the lower boundary to the upper boundary of the 309 Parking Unit, extending to intersections with each other and with the upper and lower boundaries.

(d) 309 Storage Units.

(i) Upper Boundary. The upper boundary of each 309 Storage Unit shall be the horizontal plane of the lower surface of the ceiling, extended to an intersection with the perimetrical boundaries.

(ii) Lower Boundary. The lower boundary of each 309 Storage Unit shall be the horizontal plane of the uncovered or unfinished surface of the floor, extended to an intersection with the perimetrical boundaries.

(iii) Perimetrical Boundaries. The perimetrical boundaries of each 309 Storage Unit shall be the imaginary vertical planes having elevations that coincide with: a) in the case of interior walls separating the 309 Storage Units from the 309 High-rise Units, 309 Parking Units or other 309 Storage Units, the midpoint of the demising walls; and (b) in the case of walls separating the 309 Storage Units from Common Elements, the unfinished surface of the interior walls of the 309 Storage Unit; and in all of the foregoing cases, extending to intersections with each other and with the upper and lower boundaries.

(e) 309 Rooftop Unit.

(i) Upper Boundary. The 309 Rooftop Unit shall have no upper boundary. The 309 Rooftop Unit shall extend upward infinitely into the airspace located directly above its lower boundary and within its perimetrical boundaries.

(ii) Lower Boundary. The lower boundary of the 309 Rooftop Unit shall be the horizontal plane coinciding with the uppermost finished surface of the roof, or elevator penthouse structure, extended to an intersection with the perimetrical boundaries.

(iii) Perimetrical Boundaries. The perimetrical boundaries shall be the vertical planes extending from the outline of the 309 Rooftop Unit as shown on the Condominium Plat upward from the lower boundary of the 309 Rooftop Unit.

3.04 Additional Items Included as Parts of Units. The Unit shall also include each of the following items that serve the Unit exclusively, whether or not located within the boundaries described in Section 3.03:

(a) Residential Units.

(i) interior floor-, wall- and ceiling-mounted electrical fixtures and conduits and the recessed junction boxes;

(ii) telephone, telefax, cable television, computer, internet, stereo or other sound systems, if any, including outlets, switches, hardware and other appurtenances serving them;

(iii) floor, wall, baseboard or ceiling electrical outlets and the switches and the junction boxes serving them;

(iv) plumbing fixtures, hot water heaters, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and water or sewage lines; and

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

(b) 309 Commercial Units.

(i) all interior wall- and ceiling-mounted electrical fixtures and conduits and recessed junction boxes;

(ii) all floor, wall, baseboard or ceiling electrical outlets and switches and conduits and the junction boxes;

(iii) all plumbing fixtures and the piping, valves and other connecting and controlling materials and devices;

(iv) the cable television, telephone and computer outlets, if any, to the 309 Commercial Unit and the junction boxes that serve such outlets; and

(v) the controls for the heating, ventilation and air conditioning system of 309 Commercial Unit, all heat pumps and natural gas conduits, all chimneys, and all ducts, vents, wires, cables or conduits designed or used in connection with any such systems.

(c) 309 Parking Units. (None.)

(d) 309 Storage Units. (None.)

(e) 309 Rooftop Unit.

(i) If any, all electrical fixtures, outlets, switches and conduits designed to serve the 309 Rooftop Unit exclusively; and

(ii) if any, all cable television, telephone and computer outlets and junction boxes designed to serve the 309 Rooftop Unit exclusively.

3.05 Items Not Included as Part of Units. Specifically not included as part of any Unit are all of the following items which are not specifically included in the definition of the Unit under Sections 3.03 or 3.04, regardless of whether such items lie within the cubicle or cubicles of air comprising the Unit as defined in Sections 3.03 or 3.04: structural components of the Buildings and Parking Garage and the exterior surfaces thereof; the insulation systems; all columns within the Parking Garage; the partition walls and the studs supporting such partition walls between Units, between Units and interior Common Elements, and between the exterior and interior of a Building or the Parking Garage; the windows on the exterior of the Buildings; all entrance or exit doors; all portions of any systems in a Building or the Parking Garage that serve more than one (1) Unit, a different Unit or such Building or the Parking Garage as a whole (including, without limitation, the soundproofing, security systems, security lighting, plumbing,

electrical, fire protection, natural gas conduits, life safety, exhaust and fireplace venting, mechanical, telecommunications, telephone and cable television systems of the Building) and all conduits, soffits, plenums, chases and chimneys containing or designed to contain all or any part of the foregoing systems.

3.06 Unit Owners. The term "Unit Owner" shall mean any owner of a Unit, the term "Residential Unit Owner" shall mean any owner of a fee simple interest (or land contract purchaser's interest) in a Residential Unit, the term "309 High-rise Unit Owner" shall mean any owner of a fee simple interest (or land contract purchaser's interest) in a 309 High-rise Unit, the term "309 High-rise Residential Unit Owner" shall mean any owner of a fee simple interest (or land contract purchaser's interest) in a 309 High-rise Residential Unit, the term "Townhouse Residential Unit Owner" shall mean any owner of a fee simple interest (or land contract purchaser's interest) in a Townhouse Residential Unit, the term "309 Commercial Unit Owner" shall mean any owner of a fee simple interest (or land contract purchaser's interest) in a 309 Commercial Unit, the term "309 Parking Unit Owner" shall mean any owner of a fee simple interest (or land contract purchaser's interest) in a 309 Parking Unit, the term "309 Residential Storage Unit Owner" shall mean any owner of a fee simple interest (or land contract purchaser's interest) in a 309 Residential Storage Unit, the term "309 Parking Storage Unit Owner" shall mean any owner of a fee simple interest (or land contract purchaser's interest) in a 309 Parking Storage Unit, the term "309 Storage Unit Owner" shall mean any owner of a fee simple interest (or land contract purchaser's interest) in a 309 Storage Unit, and the term "309 Rooftop Unit Owner" shall mean any owner of a fee simple interest (or land contract purchaser's interest) in the 309 Rooftop Unit. A Unit may be owned by more than one (1) Unit Owner. More than one (1) Unit Owner (whether or not they own the same Unit) shall be referred to collectively as the "Unit Owners," the "Residential Unit Owners," the "309 High-rise Unit Owners," the "309 High-rise Residential Unit Owners," the "Townhouse Residential Unit Owners," the "309 Commercial Unit Owners," the "309 Parking Unit Owners," the "309 Residential Storage Unit Owners," the "309 Parking Storage Unit Owners," the "309 Storage Unit Owners," and the "309 Rooftop Unit Owners" as the case may be.

ARTICLE IV

COMMON ELEMENTS; LIMITED COMMON ELEMENTS

4.01 Common Elements. The common elements (the "Common Elements") include the Real Property, all easements, rights and appurtenances pertaining thereto, and all other parts of the Condominium not part of any Unit, including, without limitation, the bicycle parking areas, the plaza area, the fire command center located on first floor of the 309 High-rise, the electric room on the ground floor of the 309 High-rise, and the Parking Garage structure. Unless otherwise indicated, the term "Common Elements" includes all Limited Common Elements (as defined below).

4.02 Limited Common Elements. The Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one (1) or more but less than all of the Units. Such Common Elements shall be referred to collectively as the "Limited Common Elements." The Limited Common Elements are as follows:

(a) 309 High-rise Limited Common Elements. The following Common Elements (the “309 High-rise Limited Common Elements”) shall be reserved for the exclusive use of the 309 High-rise Unit Owners and/or the 309 Rooftop Unit Owners as described herein:

(i) the roof, exterior walls, building systems, security systems and common utility systems exclusively serving the 309 High-rise Units and the 309 Rooftop Unit shall be reserved for the exclusive collective use of the 309 High-rise Unit Owners and the 309 Rooftop Unit Owners;

(ii) all stoops, sidewalks, access ways, steps, entrance and exit doors and windows, and entrance signage and directories which exclusively serve any 309 High-rise Unit shall be reserved for the exclusive use of the 309 High-rise Unit Owners of such 309 High-rise Unit;

(iii) porches, patios, decks, balconies and terraces which exclusively serve any 309 High-rise Residential Unit shall be reserved for the exclusive use of the 309 Residential Unit Owners of such 309 High-rise Residential Unit;

(iv) the common hallways, lobbies, elevators, stairways and landings which exclusively serve the 309 High-rise Residential Units and the 309 Rooftop Unit shall be reserved for the exclusive collective use of the 309 High-rise Residential Unit Owners and 309 Rooftop Unit Owners; and

(v) the mailbox appurtenant to each 309 High-rise Unit shall be reserved for the exclusive use of the 309 High-rise Unit Owners of such 309 High-rise Unit.

(b) Townhouse Limited Common Elements. The following Common Elements (the “Townhouse Limited Common Elements”) shall be reserved for the exclusive use of the Townhouse Residential Unit Owners as described herein:

(i) the roof, exterior walls, building systems, security systems and foundation which exclusively serves certain Townhouse Residential Units shall be reserved for the exclusive collective use of the Townhouse Residential Unit Owners of such Townhouse Residential Units;

(ii) all stoops, sidewalks, access ways, steps, porches, patios, decks, balconies, terraces, entrance and exit doors and windows, and entrance signage and directories which exclusively serve any Townhouse Residential Unit shall be reserved for the exclusive use of the Townhouse Residential Unit Owners of such Townhouse Residential Unit;

(iii) the lawn area behind each Townhouse Residential Unit (the “Back Yard”) shall be reserved for the exclusive use of the Townhouse Residential Unit Owners of such Townhouse Residential Unit; and

(iv) the mailbox appurtenant to each Townhouse Residential Unit shall be reserved for the exclusive use of the Townhouse Residential Unit Owners of such Townhouse Residential Unit.

(c) 309 Parking Garage Limited Common Elements. The following Common Elements shall be reserved for the 309 Parking Unit Owners and 309 Parking Storage Unit Owners collectively (the "309 Parking Garage Limited Common Elements"):

(i) all motorized garage entrance and exit doors, garage door operating mechanisms, gates, louvers, machines and booths, if any; and

(ii) all drive aisles, entrances and exits, doors, windows, sidewalks, access ways, stairways, and landings located within the 309 Parking Garage that exclusively serve the 309 Parking Garage.

(d) 309 Storage Limited Common Elements. All entrance and exit doors and all appurtenant locking mechanisms and hardware that serve exclusively any 309 Storage Unit shall be reserved for the exclusive use of the 309 Storage Unit Owners of such 309 Storage Unit.

(e) Residential Limited Common Elements. The common exercise facility and business center located in the 309 High-rise and identified on the Condominium Plat as the "Fitness Center" and "Business Center," respectively, shall be reserved for the exclusive use of the Residential Unit Owners.

(f) Rooftop Limited Common Elements. (None.)

4.03 Conflict Between Unit Boundaries; Common Element Boundaries.

(a) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly-authorized construction, reconstruction or repair of a Building, or as a result of settling or shifting of a Building, such that all of the actual as-built boundaries of any such Units and Common Elements are located within six (6) inches of the locations of the corresponding boundaries of such Units and Common Elements as described in Section 3.03 or elsewhere in this Declaration or as shown on the Condominium Plat, then the existing physical boundaries of such Units and Common Elements shall be conclusively presumed to be the boundaries of such Units and Common Elements, regardless of the variations between the physical boundaries described in Section 3.03 or elsewhere in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Units and Common Elements.

(b) If, following any duly-authorized painting or repainting of the lines designating any parking space located within the Parking Garage and corresponding to a Parking Unit, each such painted line is located in a place which is within six (6) inches of the location of the corresponding boundary of the Parking Unit as described in Section 3.03 or elsewhere in this Declaration and as shown on the Condominium Plat and the total square footage of the parking space measured with reference to such painted

lines is not less than the total square footage of the corresponding Parking Unit as shown on the Condominium Plat, then the existing physical boundaries of the painted parking space shall be conclusively presumed to be the boundaries of the Parking Unit, regardless of the variations between the physical boundaries described in Section 3.03 or elsewhere in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Parking Unit.

(c) Following any change in the location of the boundaries of the Units under this Section 4.03, the square footages of all affected Units or Common Elements shall continue to be determined by the square footages, if any, shown on the Condominium Plat for all purposes under this Declaration.

4.04 Improvements to Limited Common Elements. A Townhouse Residential Unit Owner may improve the Back Yard appurtenant to their Townhouse Residential Unit by planting shrubbery, decorative plants and vegetables (collectively, "Back Yard Enhancements") provided that (a) any plant, tree, or shrub that would grow deep or have roots that might damage the rubber membrane below are prohibited; and (b) such Back Yard Enhancements are cultivated and maintained in a neat and attractive manner and at a height that does not exceed the fence surrounding the Back Yard. Any such Back Yard Enhancements shall be subject to further Rules and Regulations.

ARTICLE V

EASEMENTS AND RIGHTS

5.01 Utility Easements. The Association, acting by and in the discretion of its Board of Directors, retains the rights to grant to the City of Madison and County of Dane or public or semi-public utility companies, easements and rights-of-way for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone and for other purposes, for sewers, stormwater drains, gas mains, water pipes and mains, and similar services and for performing any public or quasi-public utility function that the Board of Directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall include the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

5.02 Access Easements.

(a) Each Unit Owner shall have a perpetual right of ingress and egress over the Common Elements (other than Limited Common Elements unless set forth hereunder), and over, within and through the Parking Garage, and over, within and through the common hallways, lobbies and elevator lobbies located at the basement, first and second levels of the 309 High-rise, and all elevators and stairways between the basement, first and second levels of the 309 High-rise, to and from the Unit owned by such Unit Owner. Each Unit Owner shall also have an easement to enter a neighboring Unit for purposes of accessing any junction boxes, ducts, vents, wires, cables or conduits, mechanical and plumbing equipment, and other equipment for which such Unit Owner is

responsible, in order to maintain, repair or replace the same. Notwithstanding the foregoing, no Unit Owner shall have any easement to enter any neighboring Unit for the purpose of gaining access to any items or equipment described in this Section 5.02(a) that are otherwise reasonably accessible to such Unit Owner, without the permission of the then-current Unit Owners of such neighboring Unit. All entries by any Unit Owner into any neighboring Unit shall be made under the Association's supervision and in the presence of an Association officer or other person or property manager whom the Association may appoint. The Unit Owner entering the neighboring Unit shall repair any damage caused by such access. If such entering Unit Owner fails to repair such damage, the Association shall repair the damage and specially assess the cost thereof against the Unit owned by such entering Unit Owner as a Default Special Assessment under Section 17.01.

(b) The 309 Rooftop Unit Owners (and their employees, agents and contractors) shall have a perpetual right of ingress and egress over the main hallway, lobby and elevator lobby located on the first floor of the 309 High-rise and the elevators and stairways between the first floor and roof area of the 309 High-rise for purposes of accessing the 309 Rooftop Unit.

(c) The Association, and any person and property manager which the Association may appoint, shall have an easement to enter any Unit upon reasonable notice to the Unit Owners of such Unit (or upon no notice, if an emergency exists or such access is necessary to prevent damage to the Common Elements or other Units) for the purpose of curing a dangerous condition, abating a nuisance or gaining access to any Common Element in order to inspect, install, maintain, replace or repair the same. Further, any insurance inspector permitted by the Association and any person authorized by any governmental authority having jurisdiction to inspect any Common Element for compliance with building, fire or other applicable laws, codes, regulations, ordinances or orders or insurance requirements, shall have an easement to enter any Unit upon reasonable notice by the Association to the Unit Owners of such Unit for the purpose of gaining access to such Common Element to inspect the same, provided, however, that any such inspector or person shall be accompanied by an officer of the Association or a person or property manager whom the Association may appoint at all times during such access into the Unit. The Association shall have keys permitting access to all of the Units that may be used when entering the Units as provided in this Declaration. The Association shall repair at its expense any damage caused by access to any Unit by any person in accordance with this Section. The Association shall be responsible for any damage resulting from the use of such easements.

(d) The foregoing rights of ingress and egress are appurtenant to, and shall pass with title to, each Unit (as applicable).

5.03 Block-wide Cross Easement. Pursuant to an easement document recorded as Document No. 4129630 (the "Block-wide Cross Easement"), the Property has been subjected to, and benefits from, certain cross -easements over the block of which the Property is a part. One of the easements created is a central walkway area called "Capitol Court Mews" as shown on the Condominium Plat. Under current zoning and under the Block-wide Cross Easement, no fence

or other obstruction may be installed to limit the use of Capital Court Mews by the public. The Block-wide Cross Easement also includes a vehicular and pedestrian ingress and egress easement over that private road commonly known as "Washington Place." The Association shall be responsible for maintenance, repair and replacement of Washington Place. All costs and expenses incurred by the Association regarding such maintenance, repair and replacement shall be allocated in part to the Unit Owners and in part to the other properties having the right to use Washington Place, all pursuant to the Block-wide Cross Easement.

5.04 Stormwater Management Easement. Pursuant to an easement document recorded as Document No. 4256249 (the "Stormwater Management Easement"), the Property has been subjected to, and benefits from, a non-exclusive easement for surface and subsurface stormwater drainage purposes in, over, upon, across surface and subsurface stormwater drainage facilities that currently exist or may be constructed in the future (the "Facilities") on the property as defined in such Stormwater Management Agreement. The Association shall administer all maintenance, repair and replacement of the Facilities as "Administrator" in accordance with all applicable rules, regulations and ordinances of the City of Madison. 47.66% of the costs of such maintenance, repairs and replacements and 100% of the costs of maintenance, repair and replacements of any Facilities constructed within the Condominium shall be allocated to the Condominium and shall be assessed against the Unit Owners as an Association Expense under Section 10.01 below.

5.05 306 Easements. Pursuant to easement documents recorded as Document No. 4342132, Document No. 4342130 and Document No. 4342129 (collectively, the "306 Easements"), the Property is subject to the following continuing easement in favor of what was formerly known as the "Expansion Area," and now known as the 306 Apartments—a neighboring property separate and distinct from the Condominium: an easement over and through the Parking Garage for purposes of allowing vehicular and pedestrian access to the 306 Apartments.

5.06 Loading Easement. Pursuant to an easement document recorded as Document No. 4326821 (the "Loading Easement"), the Property benefits from a perpetual easement over that portion of the 306 Apartments property identified as "Loading Zone" on the Condominium Plat for purposes of allowing vehicular and pedestrian access to the Property for loading, deliveries and trash services.

5.07 Easements and Rights of Rooftop Unit Owners.

(a) Attachments to Rooftop or Exterior Walls of Elevator Penthouse. The Rooftop Unit Owner shall have the right to attach bolts, screws, hooks, brackets, nails and other fasteners to the roof forming the lower boundary of the Rooftop Unit or to exterior walls of the elevator penthouse, provided that: (i) none of such fasteners attached to the elevator penthouse extends to a depth of more than the maximum depth, if any, set forth in Section 5.08 for the particular type of surface; (ii) the Rooftop Unit Owner complies with this Declaration and all applicable laws, codes, statutes, rules, regulations, ordinances and orders with regard to the alteration or improvement of the Rooftop Unit owned by such Rooftop Unit Owner or the items installed in such Rooftop Unit, and obtains all approvals and permits required thereby; (iii) the Rooftop Unit Owner does

nothing that will materially and adversely affect the physical condition of the Building upon which the Rooftop Unit is located (the "Subject Building") or the value of any Unit therein (other than the Rooftop Unit owned by such Rooftop Unit Owner); and (iv) the Rooftop Unit Owner does nothing that will invalidate or decrease the value, term or effectiveness of any roof warranty or other warranty with respect to the Common Elements that is then in effect.

(b) Use of Interior Spaces. The Rooftop Unit Owner shall have a perpetual, non-exclusive easement to use the interior of the elevator penthouse and the interior of the mechanical rooms in the Subject Building, and all shelves, spaces, ducts, conduits, boxes and cabinets located within the elevator penthouse and such mechanical rooms or elsewhere within the Common Elements or Parking Garage to the extent the same are not occupied by equipment, components or wiring necessary for the operation of any systems in the Subject Building that serve more than one (1) Unit or the Subject Building as a whole (collectively, the "Rooftop Equipment Easement Areas"), for purposes of installing, operating, maintaining, repairing and replacing any wiring, cabling, equipment, cabinets, boxes and other items necessary or appropriate for the use of items installed or located in or on the Rooftop Unit owned by such Rooftop Unit Owner, such that the Rooftop Unit may be served by wires, pipes, equipment, cables and conduits from outside the Condominium to the Rooftop Unit. The Rooftop Unit Owner shall have the right to attach bolts, screws, hooks, brackets, nails and other fasteners to interior walls of the elevator penthouse, mechanical room and any rooms and closets included in the Rooftop Equipment Easement Areas, and to all interior spaces, shelves and cabinets included in the Rooftop Equipment Easement Areas, provided that: (i) none of such fasteners extends to a depth of more than the maximum depth, if any, set forth in Section 5.08 for the particular type of surface; (ii) the Rooftop Unit Owner complies with this Declaration, and all applicable laws, codes, statutes, rules, regulations, ordinances and orders with regard to the alteration or improvement of the Rooftop Unit owned by such Rooftop Unit Owner or the equipment or other items located or to be located in such Rooftop Unit or the Rooftop Equipment Easement Areas, and obtains all approvals and permits required thereby; (iii) the Rooftop Unit Owner does nothing that will materially and adversely affect the physical condition of the Subject Building or the value of any Unit (other than the Rooftop Unit owned by such Rooftop Unit Owner); and (iv) the Rooftop Unit Owner does nothing that will invalidate or decrease the value, term or effectiveness of any roof warranty or other warranty with respect to the Common Elements that is then in effect.

(c) Installations and Openings in Roof and Walls. The Rooftop Unit Owner shall have the right to install ducts, wiring, cables and conduits and to open holes in and through the roof of the Subject Building, the walls and floor of the elevator penthouse of the Subject Building and the walls and ceilings of the mechanical room and any rooms and closets included in the Rooftop Equipment Easement Areas, for purposes of connecting equipment installed in the Rooftop Unit owned by such Rooftop Unit Owner to the Rooftop Equipment Easement Areas and equipment located therein. The Association shall have the right to levy Special Assessments on the Rooftop Unit Owners of any Unit to which any such installations or openings are appurtenant for (i) the cost of any repairs, maintenance or restoration to the Common Elements that would have been

covered by any warranty had the installation or opening not occurred, and (ii) the cost of any repairs, maintenance, replacements or restoration of the roof or other Common Elements made necessary because of the installation or opening. The Rooftop Unit Owners of any Unit to which an installation or opening is appurtenant shall maintain, repair and replace such installation or opening and the seal between the installation or opening and the Common Element in which it is located at such Unit Owners' cost, and shall at all times keep the installation or opening and the seal in good, water-tight condition and repair. If the installation or opening or the seal falls into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or a condition that results in damage to the roof or other Common Elements, the Association shall have all rights with respect to the opening or seal that it has under Section 9.02 with respect to a Unit that falls into disrepair, including the rights to correct such condition, restore the installation or opening or seal, and be reimbursed by the Rooftop Unit Owners of the Unit to which the installation or opening is appurtenant, at such Rooftop Unit Owners' cost and using the method and materials prescribed by the Association.

(d) General. No portion of this Section 5.07 may be amended or deleted without the prior written consent of the Rooftop Unit Owner. Furthermore, the Rooftop Unit Owner's consent under this Section 5.07(d) shall not be effective unless it is joined in by the first Mortgagee of the Unit. The easements and rights granted in this Section 5.07 may be used by the Rooftop Unit Owners and their respective tenants, employees, agents and invitees, and appurtenant to, and shall pass with title to, the Rooftop Unit.

5.08 Maximum Depths for Penetrations. No penetrations shall penetrate or impair the integrity of any in-slab tubes or conduits. Furthermore, no penetrations by Unit Owners, tenants or occupants of Units into the Subject Building walls, roof, floors or other Common Elements as may be permitted under this Declaration shall extend to a depth of more than the following maximum depth for each type of surface: (a) three-quarters of an inch (.75") for concrete surfaces (excluding the concrete slabs forming the balconies, but including, without limitation, the ceilings and floors of the Parking Garage and the faces of concrete walls in the Parking Garage); and (b) three inches (3") for masonry and drywalled walls. No penetrations are permitted in the concrete slabs forming any balconies without prior written approval by the Association in accordance with the Bylaws and the Rules and Regulations.

ARTICLE VI

PERCENTAGE INTERESTS; VOTING

6.01 Percentage Interests in the Common Elements. The undivided percentage interest in the Common Elements (individually, the "Percentage Interest" and collectively, the "Percentage Interests") appurtenant to each Unit are as set forth on Exhibit C attached hereto and made a part hereof.

6.02 Conveyance, Lease or Encumbrance of Percentage Interest. Any deed, mortgage, lease or other instrument purporting to convey, encumber or lease any Unit shall be deemed to include the Unit Owner's undivided percentage interest in the Common Elements and in the

insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein.

6.03 Voting. Each Residential Unit and 309 Commercial Unit shall have one (1) vote appurtenant to such Residential Unit or 309 Commercial Unit, respectively, at meetings of the Association (as defined in Article XIII). There shall be no votes appurtenant to any of the 309 Parking Units, 309 Storage Units or 309 Rooftop Unit.

6.04 Multiple Owners. If there are multiple owners of any Residential or 309 Commercial Unit, their votes shall be counted in the manner provided in the Bylaws.

6.05 Limitations on Voting Rights. No Residential Unit Owner or 309 Commercial Unit Owner shall be entitled to vote on any matter submitted to a vote of the Residential Unit Owners or 309 Commercial Unit Owners until the Residential Unit Owner's or 309 Commercial Unit Owner's name and current mailing address and email address, and the name and address of the Mortgagee (as defined in Section 15.01 below) of the Residential Unit or 309 Commercial Unit, if any, has been furnished to the secretary of the Association. No Residential Unit Owner or 309 Commercial Unit Owner shall have the right to vote on any matter if the Association has filed a condominium lien against such Unit Owner's Unit, and the amount required to release the lien is not paid by the time of the meeting.

ARTICLE VII

RIGHT TO EXPAND *ARTICLE DELETED AS NO LONGER RELEVANT*

ARTICLE VIII

CONDOMINIUM ASSOCIATION

8.01 General. All Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as "Capitol West Condominium Owners Association, Inc." (the "Association"), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium. The Association shall be incorporated as a non-stock 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 Condominium Ownership Act, this Declaration and Chapter 181, Wisconsin Statutes (the "Wisconsin Nonstock Corporation Law"). All Unit Owners, tenants of Units and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all of the provisions of all rules and regulations of the Association (collectively, the "Rules and Regulations"), this Declaration, the Articles and Bylaws. The Association shall levy and collect from the Unit Owners all General Assessments and Special Assessments (as defined in Article X).

8.02 Board of Directors. The affairs of the Association shall be governed by a board of directors (the "Board of Directors"), which shall be elected and serve as set forth in the Bylaws.

8.03 Rules and Regulations. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time as set forth in the Bylaws, and shall distribute to each Unit Owner the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule or regulation shall become effective immediately upon distribution to the Unit Owners. The Association shall not adopt provisions in its Articles or Bylaws or any rules or regulations that directly or indirectly prevent, impair, increase the cost of or unreasonably delay any use of a Rooftop Unit permitted under Section 11.05 or the easements and other rights granted under Section 5.07. Notwithstanding the foregoing sentence, the Association may adopt provisions in its Articles and Bylaws and rules and regulations requiring the Rooftop Unit Owners (a) to obtain the approval of the Association or a committee thereof, which approval shall not be unreasonably withheld or delayed, prior to attaching any item to the surface of the roof or installing any items or opening any holes in or through the roof, and to install, at the Rooftop Unit Owners' cost, a separate meter for all electricity and other utilities used by the Rooftop Unit owned by such Rooftop Unit Owners and any improvements or other items installed or contained in such Rooftop Unit or installed by such Rooftop Unit Owners in the Rooftop Equipment Easement Areas, and to pay directly for all such separately metered electricity and utilities. The two sentences in this Section that immediately precede this sentence may not be amended or deleted without the prior written consent of One Hundred Percent (100%) of the Rooftop Unit Owners and One Hundred Percent (100%) of the first Mortgagees of the Rooftop Units.

ARTICLE IX

MAINTENANCE; REPAIRS AND REPLACEMENT

9.01 By Association. Except as provided in Sections 9.02 and 9.03, the Association shall be responsible for the maintenance, repair and replacement of the Common Elements and Limited Common Elements and shall maintain the same in good, clean and attractive order and repair.

9.02 By Unit Owner. Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all improvements constructed within the Unit, except to the extent any repair cost is paid by any insurance policy described in Article XII and for the maintenance of the Limited Common Elements that are appurtenant to and exclusively serve such Unit Owner's Unit. Each Unit Owner shall at all times maintain its Unit in good condition and repair, except that the Association, and not the Parking Unit Owners, shall maintain each Parking Unit in good condition and repair. 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 therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 10.03.

9.03 Damage Caused by Unit Owners. To the extent (i) any cleaning, maintenance, repair or replacement of all or any part of any Common Elements or the Unit is required as a result of the negligent, reckless or intentional act or omission of any Unit Owner, tenant or occupant of a Unit, or (ii) any cleaning, maintenance, repair, replacement or restoration of all or any part of any Common Element or the Unit is required as a result of an alteration to a Unit by any Unit Owner, tenant or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association) or (iii) the Association is required to restore the Common Elements or the Unit following any alteration of a Common Element required by this Declaration, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owner of the Unit occupied by such tenant or occupant or responsible for such guest, contractor, agent or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement and restoration.

ARTICLE X

EXPENSES AND ASSESSMENTS

10.01 Common Expenses. The Association shall incur expenses (the "Common Expenses") in connection with the management of the Condominium as follows:

(a) Association Expenses. Any and all expenses (other than 309 High-rise Expenses, Townhouse Expenses, 309 Parking Expenses and as defined below) incurred by the Association in connection with the management, maintenance, repair and replacement of the Common Elements (or for the funding of reserves for the same) other than those exclusively serving the 309 High-rise, Townhouses, or Parking Garage, all trash removal and other services provided to the Unit Owners, the administration of the Association, any and all expenses incurred pursuant to any easement affecting the Condominium, including but not limited to the easements described in Section 5.03, and the exercise by the Association of any of its powers, shall be deemed to be association expenses (the "Association Expenses").

(b) 309 High-rise Expenses. Any and all expenses incurred by the Association for the operation, management, heating, cooling, insuring, maintenance, repair and replacement of the 309 High-rise Limited Common Elements or otherwise incurred exclusively in connection with the 309 High-rise (including the funding of reserves) shall be deemed to be expenses for the 309 High-rise (the "309 High-rise Expenses").

(c) Townhouse Expenses. Any and all expenses incurred by the Association for the operation, management, insuring, maintenance, repair and replacement of the Townhouse Limited Common Elements exclusively in connection with the Townhouses (including the funding of reserves for the same) shall be deemed to be townhouse expenses (the "Townhouse Expenses").

(d) 309 Parking Expenses. Any and all expenses incurred by the Association for the operation, management, insuring, maintenance, repair and replacement of the 309 Parking Limited Common Elements exclusively in connection with the 309 Parking

Garage (other than the structure of the 309 Parking Garage) (including the funding of reserves for the same) shall be deemed to be parking expenses (the "309 Parking Expenses").

10.02 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 shall include the Normal General Assessments, the 309 High-rise General Assessments, the Townhouse General Assessments, and the 309 Parking General Assessments, as applicable and all as defined in this Section 10.02. At closing of the purchase of any Unit in the Condominium, each Unit Owner shall pay an amount (the "Reserve Contribution") equal to two (2) months of the then-current General Assessments levied against such Unit to a general working capital fund maintained by the Association.

(a) The "Normal General Assessments" shall be assessed against all Residential and Commercial Units for the purpose of maintaining a fund from which the Association Expenses shall be paid. The Normal General Assessments shall be assessed against all Residential and Commercial Units equally.

(b) The "309 High-rise General Assessments" shall be assessed against all 309 High-rise Units and all 309 Residential Storage Units located within the 309 High-rise for the purpose of maintaining a fund from which the 309 High-rise Expenses shall be paid. The 309 High-rise General Assessments shall be assessed against all High-rise Units and all 309 Residential Storage Units based on the schedule attached hereto as Exhibit D.

(c) The "Townhouse General Assessments" shall be assessed against all Townhouse Residential Units for the purpose of maintaining a fund from which the Townhouse Expenses shall be paid. The Townhouse General Assessments shall be assessed against all Townhouse Residential Units based on the schedule attached hereto as Exhibit E.

(d) The "309 Parking General Assessments" shall be assessed against all 309 Parking Units and all 309 Parking Storage Units located within the 309 Parking Garage for the purpose of maintaining a fund from which the 309 Parking Expenses shall be paid. The 309 Parking General Assessments shall be assessed against all 309 Parking Units and all 309 Parking Storage Units based on the schedule attached hereto as Exhibit F. All General Assessments shall be due in advance on the first day of each month, or in such other manner as may be set forth in the Bylaws. Each class of assessments stated in (a) through (d) above shall be separately accounted for by the Association. Any General Assessment not paid when due shall bear interest until paid as set forth in the Bylaws or Rules and Regulations and, together with interest, collection costs, and actual attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act.

10.03 Special Assessments.

(a) The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") as follows:

(i) against the Units for deficiencies in the case of destruction or condemnation as set forth in Sections 13.05 and 14.05, in which case the Special Assessments shall be levied against all Units based on the respective Percentage Interests;

(ii) against any Unit or Units for defraying the cost of improvements to the Common Elements, in which case the Special Assessments shall be levied against the Units as the Association may determine;

(iii) against any Unit under Section 11.04 or as a Default Special Assessment under Section 17.01, in which case the Special Assessments shall be levied One Hundred Percent (100%) against such Unit; or

(iv) against any Unit or Units for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate (including, without limitation, charges for utilities based on usage or for the improvement or benefit of the Condominium or any part thereof), in which case the Special Assessments shall be levied against the Units as the Association may determine.

(b) The Board of Directors may, with the written consent or signed petition of those 309 Residential Unit Owners, 309 Commercial Unit Owners, Townhouse Residential Unit Owners, holding at least Fifty-One Percent (51%) of the votes appurtenant to such 309 Residential Units, 309 Commercial Units, Townhouse Residential Units, respectively, levy Special Assessments against such 309 Residential Units, 309 Commercial Units, or Townhouse Residential Units, for the purpose of maintaining a fund to insure, maintain or manage any improvement made to the Condominium at least one (1) year after initial construction of the Condominium and that exclusively benefits the 309 Residential Units, 309 Commercial Units, or Townhouse Residential Units, respectively, in which case the Special Assessments shall be levied against all such 309 Residential Units, 309 Commercial Units, or Townhouse Residential Units, as reasonably determined by the Association. Examples of such improvements are: upgraded floor coverings or wall art in a common lobby that benefits only the High-rise Units or the installation of a security monitoring service to serve only the Townhouse Residential Units.

EXAMPLE: If 309 Residential Unit Owners holding 51% of the votes appurtenant to the 309 Residential Units consent to upgraded wall art in the common hallways and lobbies of the High-rise, then the Board of Directors may levy Special Assessments against all 309 Residential Unit Owners as reasonably determined by the

Association to maintain a fund to pay for insuring the upgraded wall art.

10.04 Common Surpluses. If the surpluses of the Association (the "Common Surpluses") should be accumulated, other than surpluses in any construction fund as described in Sections 13.06 and 14.06, such Common Surpluses may be credited against the Unit Owners' General Assessments in accordance with the manner in which they were collected under Section 10.02 above, or contributed to the reserve fund, in the discretion of the Board of Directors.

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

ARTICLE XI

ALTERATIONS AND USE RESTRICTIONS

11.01 Unit Alterations.

(a) Before starting any Unit remodeling project, the Unit Owner must seek and obtain approval of the Board of Directors, following the procedure set forth in the Unit Alterations Manual. A Residential Unit Owner, Commercial Unit Owner or Storage Unit Owner may make improvements and alterations within its Residential Unit, Commercial Unit or Storage Unit, respectively; provided, however, that such improvements or alterations shall not (1) impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium, (2) impair any easement, (3) affect any sound control measures (unless the Association provides written consent upon review and approval of the plans). No Residential Unit Owner, Commercial Unit Owner or Storage Unit Owner shall, without the prior written consent (which may be withheld, conditioned or delayed at the Association's sole discretion upon review of the plans), make any improvements or alterations or perform any other work that (1) may affect or penetrate the area and improvements (A) above the ceiling of the highest level of such Unit, (B) below the floor of the lowest level of such Unit, or (C) between the outside walls of such Unit (shown as the outline of the Unit on the Condominium Plat) and the outside walls of any other Unit or the common corridor, or (2) may affect any sound control measures of the Condominium. A Residential Unit Owner, Commercial Unit Owner or Storage Unit Owner may not change the dimensions of or the exterior appearance of a Residential Unit, Commercial Unit or Storage 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 which changes the exterior dimensions of a Residential Unit, Commercial Unit or Storage 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 then applicable legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws, ordinances and regulations,

including, without limitation, City of Madison zoning ordinances, must not unreasonably interfere with the use and enjoyment of the other Residential Units, Commercial Units or Storage Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract or similar security interest. A Parking Unit Owner shall not make any improvements or alterations to its Parking Unit or any portion of the Common Elements. A Rooftop Unit Owner may alter or improve the Rooftop Unit, subject to the terms and conditions of this Declaration and of applicable laws, ordinances and regulations.

(b) A Residential Unit Owner, Commercial Unit Owner or Storage Unit Owner acquiring an adjoining part of another Residential Unit, Commercial Unit or Storage Unit, respectively, may, with the approval of the Association, 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 the structural integrity or lessen the support of any portion of the Condominium, do not reduce the value of the Condominium, and do not impair any easement. The creation of doorways or other apertures is not deemed an alteration of boundaries. A Parking Unit Owner acquiring an adjoining Parking Unit may not physically alter the boundaries in any way.

11.02 Relocation of Boundaries.

(a) If the Residential Unit Owners, Commercial Unit Owners or Storage Unit Owners of adjoining Residential Units, Commercial Units or Storage Units, respectively, desire to relocate their mutual boundary, the affected Residential Unit Owners, Commercial Unit Owners or Storage Unit Owners shall prepare and execute appropriate instruments. Parking Unit Owners of adjoining Parking Units shall not relocate their mutual boundary.

(b) An amendment to the Declaration and an addendum to the Condominium Plat shall identify the Residential Units, Commercial Units or Storage Units and shall state that the boundaries between those Residential Units, Commercial Units or Storage Units, respectively, are being relocated by agreement of the Residential Unit Owners, Commercial Unit Owners or Storage Unit Owners thereof. The amendment shall contain words of conveyance between those Residential Unit Owners, Commercial Unit Owners or Storage Unit Owners, and when recorded shall also be indexed in the name of the grantor and grantee, if applicable. If not stated, the prior allocation shall govern, until such time as the Residential Unit Owners, Commercial Unit Owners or Storage Units Owners shall record an amendment to that effect with the Dane County Register of Deeds.

(c) Plats and plans showing the altered boundaries and the dimensions thereof between adjoining Residential Units, Commercial Units or Storage Units, and their identifying numbers or letters, shall be prepared. The plats and plans shall be certified as to their accuracy in compliance with Subsection 703.13(6) of the Wisconsin Statutes, as amended, by civil engineer, architect, or licensed land surveyor authorized to practice his or her profession in the State of Wisconsin.

(d) No boundaries of any Residential Units, Commercial Units or Storage Units may be relocated without the written consent of the Association (which may be granted or denied in the sole discretion of the Association) and of the Mortgagees of the Residential Units, Commercial Units or Storage Units affected.

(e) After appropriate instruments have been prepared and executed, those instruments shall become effective when the adjoining Residential Unit Owners, Commercial Unit Owners or Storage Unit Owners and the Association have executed them and they have been recorded with the Dane County Register of Deeds. The recording thereof shall be conclusive evidence that the relocation of boundaries did not violate the Condominium documents.

11.03 Separation of Units. No Unit other than a Commercial Unit or Rooftop Unit may be separated into two (2) or more Units. A Commercial Unit or Rooftop Unit may be separated into two (2) or more units only upon compliance with Section 703.13(7) of the Condominium Ownership Act and with applicable laws, ordinances and regulations. This Section 11.03, as it applies to Commercial Units or Rooftop Units, may not be amended or deleted without the prior written consent of One Hundred Percent (100%) of the Commercial Unit Owners or Rooftop Unit Owners, respectively. No Unit Owner's consent under this Section 11.03 shall be effective unless it is joined in by the holder of the first Mortgage of such Unit.

11.04 Expenses. All expenses involved in any improvements, alterations or boundary changes approved by the Association or permitted under this Article, whether or not completed, including all expenses to the Association, shall be borne by the Unit Owner(s) involved and may be charged as a Special Assessment to the affected Units, respectively, in accordance with Section 10.03.

11.05 Use of Units; Sale/Transfer of Parking and Storage Units.

(a) Residential Units.

(i) Townhouse Units. The Townhouse Units may be used for single-family residential purposes and/or office, commercial, service or retail purposes in accordance with then-current applicable residential zoning.

(ii) Residential Units Other than Townhouse Units. Each Residential Unit other than a Townhouse Unit shall be used for single-family residential purposes and for no other purpose unless otherwise authorized by Association prior to the commencement of such use. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office or professional practice, may be conducted from any Residential Unit other than a Townhouse Unit, except that, to the extent permitted by all applicable laws, codes, ordinances, rules, regulations and orders.

(iii) Residential Units may be leased to the extent permitted under this Declaration, the Bylaws and the rules and regulations of the Association;
(ii) personal professional libraries may be maintained in Residential Units;

(iii) personal or business records and accounts may be maintained and handled in Residential Units; (iv) business or professional telephone calls and correspondence may be handled in or from Residential Units; and (v) such other business may be conducted in or from Residential Units provided that no office or store shall be maintained within a Residential Unit (except for Townhouse Units) at which clients or customers regularly call.

(b) Commercial Units. Except as otherwise set forth hereunder, each Commercial Unit shall be used for any purpose allowed under then-current applicable commercial zoning and in accordance with any recorded use restrictions, except that no Commercial Unit shall be used as a liquor store, adult entertainment facility, adult retail store or any other use lawfully prohibited by a recorded restriction against or then-current zoning for the Property. No lawful commercial use shall be prohibited by the Association without the written consent of all Commercial Unit Owners. For example, if a children's clothing store is not otherwise prohibited, the Association may not prohibit such use unless all of the Commercial Unit Owners consent in writing thereto.

(c) Parking Units. Each Parking Unit shall be used for purposes of parking non-commercial vehicles (including without limitation, bicycles and mopeds) and non-commercial storage and for no other purpose unless otherwise authorized by the Association prior to the commencement of such use. Parking Units may only be sold or transferred to Residential or Commercial Unit Owners. Parking Units owned by Alexander Co. and 306 West Apartments at the time of adoption of this Amended and Restated Declaration are permitted to sell or transfer their Parking Units to successor owners of 306 West Apartments and/or Residential or Commercial Unit Owners.

(d) Storage Units. Each Storage Unit shall be used for purposes of the lawful storage of personal property only and for no other purposes. The storage of flammable, combustible or otherwise dangerous or illegal materials within any Storage Unit is prohibited. Storage Units may only be sold or transferred to Residential or Commercial Unit Owners. Storage Units owned by Alexander Co. and Broom Street Lofts unit owners at the time of adoption of this Amended and Restated Declaration are permitted to sell or transfer their Storage Units to successor owners of Broom Street Lofts units and/or Residential or Commercial Unit Owners.

(e) Rooftop Unit.

(i) The Rooftop Unit shall be used for any lawful use, including without limitation for the installation, repair, maintenance, and operation of: antennas; satellite dishes; cameras; telecommunications, cable television, fixed wireless, telephone, broadcast, weather monitoring and any other equipment for the transmission or reception of signals; all wiring, cabling, equipment, cabinets, boxes, masts and other items necessary, appropriate or required by law for the use of the foregoing; and all fences, gates, screens and other items necessary, appropriate or required by law or by the Association for screening or securing any items installed or located on or in the Rooftop Unit.

(ii) No sign of any kind shall be displayed on or in the Rooftop Unit which is visible to the public from outside of the Rooftop Unit. The signs prohibited under this paragraph include, but are not limited to, painted logos, pictures or lettering on any antennas, satellite dishes, cameras or other items or equipment installed or located on or in the Rooftop Unit.

(iii) This Section 11.05(e) may not be amended or deleted without the prior written consent of the Rooftop Unit Owners holding at least Sixty-Seven Percent (67%) of the Percentage Interest appurtenant to the Rooftop Unit, as determined under Section 6.01. No consent of a Rooftop Unit Owner required hereunder shall be effective unless it is joined in by the first Mortgagee, if any, of such Unit.

11.06 Nuisances. No nuisances shall be allowed upon the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under Section 12.01. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist.

11.07 Restrictions on the Lease of Units.

(a) Residential Units. It is the desire of the Association to remain primarily an owner-occupied community. Unit owners who own prior to the effective date of this Restated Declaration can rent their unit(s) up to a cap of 43 Residential Units being rented at one time (the "Rental Cap"). If the Rental Cap is reached, the Association's property manager will keep a list of owners wishing to rent. Residential Unit Owners purchasing a Unit after the effective date of this Restated Declaration shall not be allowed to rent their Unit. Units are not to be rented without prior written approval of the Association as set forth below. Unit Owners are required to fill out the "Rental Request Application" form acknowledging that they understand and agree to abide by the Association's rental policies. Unit Owners may not start the rental process until the Board of Directors has approved the request to rent form. Approval is not automatic and any decision made by the Board is final.

(b) All owners who rent must also turn in the signed "Owner with New Tenant Form" which asks the owner to certify that:

- (i) They have turned in to the building manager a copy of the lease
- (ii) They have done a background check and credit check
- (iii) Provided the building manager with the move-in date
- (iv) Provided the tenant(s) with Move-In Procedures sheet
- (v) Have given the tenant(s) a registration form to be turned in to building manager.

(vi) Informed the tenant(s) of the need to schedule an orientation meeting prior to or within seven days of moving in; and

(vii) Provided tenant(s) with a copy of the Condominium Documents, including the Capitol West Declaration, Bylaws, and current Rules and Regulations; and

(viii) Leases much contain information on designated parking for the leased Unit and information about guest parking areas.

(c) All leases must be at least one year in length, and any renewal of a lease must be preapproved by the Board of Directors.

(d) No transient or short-term rentals such as AirBnB, VRBO, etc. are allowed. No lease for less than the entirety of a Residential Unit is allowed, and no subleasing is allowed. Included in this prohibition, by way of example, is where a parent owns a unit and the child occupies the unit, renting bedrooms to friends or roommates is prohibited.

(e) A Residential Unit Owner shall be assessed a daily fine as set forth in the Rules and Regulations if the owner fails to comply with the policies herein until approval is applied for and received, or lease terminates/tenant vacates the Unit.

(f) A fee (in the amount set in the Rules and Regulations) must be paid to the Association prior to any Move in or Move out to cover the Association's related administrative costs. ****The Move in/Move out fee applies to any move within the Association, not just tenant moves.**** Unauthorized Move in/Move out shall be subject to fines as set forth in the Rules and Regulations.

(g) Special Hardship Exception: The Board of Directors shall have the authority to waive the requirements of this section and allow a Unit to be leased upon request of a Unit Owner if it determines, in its sole discretion, that enforcement thereof in the particular circumstances would result in an unreasonable hardship upon the Unit Owner, and that the exception would not jeopardize the interest of the Association in promoting owner-occupancy of Units. If any Unit Owner shall desire to lease to, or cause a unit to be occupied by a person other than an immediate family member pursuant to this hardship exception, said lease or occupancy shall require the approval of the Board of Directors. Any application for an exception must be in writing and give the reasons for requesting the exception. The Board shall convene a meeting within 30 days after receipt of notice, advising the Unit Owner of the time and place of a meeting and giving the Unit Owner an opportunity to appear. The Board shall make a decision as to whether or not to grant the hardship exception within seven (7) days of said meeting and the reasons shall be briefly stated in writing. The decision shall be binding on the Association and the parties. The maximum length of any hardship exception is one (1) year.

(h) Commercial Units. Each Commercial Unit or any part thereof may be rented by written lease, provided that the term of any such lease shall not be less than six (6) consecutive months. Commercial Unit Owners are strongly encouraged to keep

the unit vacancy time to a minimum, to keep up the high quality standards of the Condominium.

(i) Parking Units. Each Parking Unit may be rented by written lease to current residents of Capitol West Condominiums only. Parking Units owned by Alexander Co. and 306 West Apartments at the time of adoption of this Amended and Restated Declaration are permitted to lease their Parking Units to successor owners of 306 West Apartments, tenants of 306 West Apartments and/or Residential or Commercial Unit Owners. No subleasing is allowed. A copy of the written lease must be provided to the building manager prior to the commencement or renewal of said lease.

(j) Storage Units. Each Storage Unit may be rented by written lease to current residents of Capitol West Condominiums only. Storage Units owned by Alexander Co. and Broom Street Lofts unit owners at the time of adoption of this Amended and Restated Declaration are permitted to lease their Storage Units to successor owners of Broom Street Lofts units and/or Residential or Commercial Unit Owners. No subleasing is allowed. A copy of the written lease must be provided to the building manager prior to the commencement or renewal of said lease.

(k) Rooftop Unit. The Rooftop Unit may be rented by written lease.

All leases shall (i) contain a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws and the Rules and Regulations, providing that the lease is subject and subordinate to the same and (ii) provide that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation. This Declaration may not be amended to impose further restrictions on the right to lease any 309 Commercial Unit or 309 Rooftop Unit without the prior written consent of the Commercial Unit Owners or Rooftop Unit Owners, respectively, holding Sixty-Seven Percent (67%) of the Percentage Interest appurtenant to all Commercial Units or all Rooftop Units, respectively, as determined under Section 6.01.

11.08 Signs. No sign of any kind other than those signs expressly permitted under Section 703.105 of the Condominium Ownership Act, which currently allows a Unit Owner to display within such Unit (subject to Association rules or regulations regarding size and location) a sign that supports or opposes a candidate for public office or a referendum question, shall be displayed on or in any Residential Unit (except for the Townhouse Units) which is visible to the public or any Unit Owner from outside of such Residential Unit. The 309 Commercial Unit Owners or Townhouse Unit Owners may place signs on the first floor or street level of the Building in which their Unit is located or on the exterior surface of such Building not higher than the first floor or street level of such Building, so long as such signs (i) meet all applicable codes of and obtain all necessary approvals from the City of Madison or its designees, and (ii) are approved in writing, prior to their display or installation, by the Association.

11.09 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.

11.10 Storage. The storage of disabled vehicles anywhere within the Condominium is prohibited. No vehicles shall be parked on any yard, sidewalk, courtyard, access way or walkway, or in the entrance or exit to the Parking Garage at any time. Outdoor storage of personal property is permitted in accordance with the current applicable Rules and Regulations.

11.11 Animals. Animals are permitted in accordance with the current applicable Rules and Regulations.

11.12 Additional Condominium Units. A 309 Commercial Unit Owner may subject its 309 Commercial Unit to the condominium form of ownership provided that:

(a) The president of the association of owners of condominium units within such 309 Commercial Unit (the "Unit Association") casts the vote for such 309 Commercial Unit;

(b) The Unit Association is deemed to be the "Unit Owner" of such 309 Commercial Unit for all purposes under this Declaration;

(c) The 309 Commercial Unit is deemed, for all purposes under this Declaration, to have a continued existence as a "Unit," notwithstanding the fact that such 309 Commercial Unit may cease to be identifiable as such for purposes of the Wisconsin recording statutes; and

(d) The only mortgagee that shall have the rights of a "Mortgagee" under this Declaration with respect to such 309 Commercial Unit are those mortgagees or vendors that hold a recorded mortgage or land contract, respectively, against not less than Forty Percent (40%) of the undivided percentage interest in the common elements of the condominium created out of such 309 Commercial Unit.

ARTICLE XII

INSURANCE

12.01 Property Insurance.

(a) Condominium. The Association shall obtain and maintain special form insurance for the entire Condominium, including all Units and Unit upgrades or betterments, Common Elements, fixtures, building service equipment and supplies, and personal property owned by the Association. The Condominium shall be insured for not less than the full replacement value of the Condominium with code upgrades, and without deduction for depreciation, less a commercially reasonable deductible. All insurance provided by the Association under this Section 12.01(a) shall be written on the Condominium in the name of the Association as insurance trustee for the individual Unit Owners in proportion to the respective Percentage Interests.

(b) General. The Association shall not be required to obtain insurance covering any personal property owned by any Unit Owner or any tenant or occupant of a Unit (whether or not such personal property is stored within a Unit or any Common Element). The Association's insurance coverage shall be reviewed and adjusted by the Board of Directors from time to time to ensure the required coverage is at all times provided. Each policy shall contain the standard mortgagee clause, which shall be endorsed to provide any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article XIII.

12.02 Liability Insurance. 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 in the minimum amount of at least \$1,000,000 per occurrence for personal injury and/or property damage, together with an umbrella policy in the minimum amount of \$2,000,000, or such higher minimum amounts as are needed in the discretion of the Association to comport with the prevailing commercial practice. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers. Such insurance policy shall contain a "severability of interest" or cross-liability endorsement which shall preclude the insurer from denying the claim of the Association because of any wrongful acts or omissions of any Unit Owners. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to obtain liability insurance to insure its own Unit for its own personal benefit.

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

12.04 Directors' and Officers' Insurance. The Association shall require or maintain insurance on behalf of any person who is or was a director or officer, property manager, or volunteer of the Association against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such. Such coverage shall be in the minimum amount of at least \$1,000,000, or such higher minimum amounts as are needed in the discretion of the Association to comport with the prevailing commercial practice.

12.05 Unit Owners' Insurance. Each Unit Owner shall insure all of its own personal property (whether or not such personal property is stored within the Unit owned by such Unit Owner or any Common Element) and shall maintain adequate loss assessment and Coverage A/betterments and improvements coverage to cover the Association's insurance deductible as specified herein. Each such policy shall name the Association as an additional insured. Nothing shall prohibit Unit Owners from maintaining insurance with limits in excess of those maintained by the Association or with additional insured risks; provided, however, that each Unit Owner's own property insurance coverage shall be excess coverage only and the insurance obtained by

the Association, as required under Section 12.01, shall at all times be primary coverage. Unit Owners are encouraged to submit copies of the disclosure materials for the Condominium to their insurance carriers in order to ensure adequate property and liability coverages.

12.06 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.

12.07 Standards for All Insurance Policies. All insurance policies provided under this Article XII shall be written by companies duly qualified to do business in the State of Wisconsin, with a general policyholder's rating of at least "A" and a financial rating of at least Class VII, as rated in the latest edition of Best's Key Rating Guide, unless the Board of Directors determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

12.08 Insurance Deductible. In the event of any insured loss, the Association's deductible shall be considered a maintenance expense to be paid by the person or entity (including the Association) who would be responsible for such maintenance under the Condominium Documents, in the absence of insurance. If the loss originates in more than one Unit or a Unit and the Common Elements, the deductible shall be equitably apportioned by the Board in its sole discretion among the parties suffering loss in proportion to the total cost of repair of insurable items. The amount due from any Unit owner for the deductible shall be an assessment and the Board's decision on the allocation of the deductible shall be conclusive as long as the Board provided each interested party an opportunity to state its position prior to any apportionment. In determining the allocation of the deductible, the Board may take into account whether or not the negligence of any person or entity contributed to the loss, even if the loss didn't originate from that unit (e.g. unit owner leaves window open in winter and common element pipe freezes) and may allocate the deductible based on any such negligence.

ARTICLE XIII

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

13.01 Determination to Reconstruct or Repair. If all or any part of the Condominium is damaged or destroyed by any cause, the damaged portion of the Condominium shall be repaired or reconstructed except as herein specifically provided otherwise. Any decision not to repair or reconstruct shall be subject to any and all then existing easement rights.

(a) Damage Less Than \$1,000,000. If the cost to repair or reconstruct the damaged portion of the Condominium is less than One Million Dollars (\$1,000,000.00), the damaged portion of the Condominium shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization to the Association to repair or reconstruct, as may in the future be needed from time to time, up to such stated dollar amount. If such authorization is challenged, whether through action taken at a meeting of the Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all of the Unit Owners entitled to vote, and such repair or reconstruction shall be deemed approved if all votes appurtenant to any one (1) Unit are cast in favor of such repair or reconstruction.

(b) Damage Equal To or Greater Than \$1,000,000; Insurance Available. If the cost to repair or reconstruct the damaged portion of the Condominium is equal to or greater than One Million Dollars (\$1,000,000), and the insurance proceeds plus One Million Dollars (\$1,000,000) are sufficient to complete such repair or reconstruction, the damaged portion of the Condominium shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization of the Association to repair or reconstruct, as may in the future be needed from time to time, up to the amount of the available insurance proceeds plus One Million Dollars (\$1,000,000.00). If such authorization is challenged, whether through action taken at a meeting of the Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all of the Unit Owners entitled to vote, and such repair or reconstruction shall be deemed approved if all votes appurtenant to any one (1) Unit are cast in favor of such repair or reconstruction.

(c) Damage Equal to or Greater Than \$1,000,000; Insurance Not Available. If the cost to repair or reconstruct the damaged portion of the Condominium is equal to or greater than One Million Dollars (\$1,000,000), and insurance proceeds plus One Million Dollars (\$1,000,000) are insufficient to complete such repair or reconstruction, the damaged portion of the Condominium shall be repaired or reconstructed unless within thirty (30) days of the date the Association receives repair or reconstruction estimates, the Unit Owners having Seventy-Five Percent (75%) or more of the votes consent in writing to not repair or reconstruct the damaged portion of the Condominium. Delivery of such written consent under the circumstances described in this Section 13.01(c) shall be deemed to be consent to subject the Condominium to an action for partition.

13.02 Plans and Specifications. Any reconstruction or repair of items shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the damaged improvements, unless: (a) the Unit Owners having at least a majority of the votes approve of the variance from such plans and specifications; (b) the Board of Directors authorizes the variance; and (c) in the case of reconstruction of or repair to any of the Units, the Unit Owners of the damaged Units authorize the variance. In the event that a variance is authorized from the maps, plans, and specifications contained in the Condominium Plat or this Declaration, then, if permitted by law, an amendment shall be recorded by the Association setting forth such authorized variance.

13.03 Responsibility for Repair. In all cases after a casualty has occurred to the Condominium, the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

13.04 Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee pursuant to Section 12.01 shall be disbursed by the Association for the repair or reconstruction of the damaged portion of the Condominium. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged portion of the Condominium has been completely restored or repaired as set forth in Section 13.06.

13.05 Assessments For Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made under Section 10.03 against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to Common Elements shall be levied against all Units based on the respective Percentage Interests. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

13.06 Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Condominium taken by eminent domain are referred to herein as "Construction Funds." It shall be presumed that the first monies disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair or if the Unit Owners do not vote to reconstruct the Condominium pursuant to this Article XIII, such balance shall be divided among the Unit Owners based on the respective Percentage Interests.

13.07 Partition and Sale Upon Consent. If (a) following damage or destruction described in Section 13.01(c), the Unit Owners having Seventy-Five Percent (75%) or more of the votes consent to subject the Condominium to an action for partition, and (b) the Mortgagees of at least Fifty-one Percent (51 %) of the mortgaged Units agree to an action for partition, the Association shall record with the office of the Register of Deeds for Dane County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to the Percentage Interest that is appurtenant to each Unit.

13.08 Mortgagees' Consent Required. No approval, consent or authorization given by any Unit Owner under this Article shall be effective unless it is consented to by the Mortgagee (if any) holding the first lien against the Unit.

ARTICLE XIV

CONDEMNATION

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

(a) If all of a Unit is taken and the Association determines that it shall repair or restore the Condominium as described in Section 14.02, below, the Unit Owner of the Unit shall be allocated the entire award for the taking of the Unit, including any equipment, fixtures or improvements located therein, and for consequential damages to the Unit or the improvements located therein.

(b) If only a part of a Unit is taken, then, if the Association determines that it shall repair or restore the Condominium as described in Section 14.02 below, the award for the partial taking of the Unit shall be provided to the Association as needed to fund such repair and restoration, and the balance of the award, plus any award for equipment, fixtures or improvements located therein and for consequential damages to the Unit or the improvements located therein, shall be allocated to the Unit Owner.

(c) If part of the Common Elements are taken, and the Association determines that it shall repair or restore the Condominium as described in Section 14.02, below, the entire award for the partial taking of the Common Elements shall be provided to the Association as needed to fund such repair and restoration, and the balance of the award shall be allocated to all Unit Owners in proportion to their respective Percentage Interests.

(d) If the entire Condominium is taken, then any award for the taking of any Unit shall be allocated to the respective Unit Owner, and any award for the taking of the Common Elements shall be allocated to all Unit Owners in proportion to their Percentage Interests.

14.02 Determination to Reconstruct Condominium. Following the taking of any part of the Condominium, then, if the Association determines that the Condominium can be restored to a useable whole, the Condominium shall be restored or reconstructed.

14.03 Plans and Specifications for Condominium. Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans and specifications used in the original construction of the portion unless Seventy-Five Percent (75%) of the Residential Unit Owners and a majority of the first Mortgagees (one (1) vote per mortgaged Residential Unit) shall authorize a variance from such plans and specifications. In the event that a variance is authorized from the maps, plans or specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variances.

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

14.05 Assessments for Deficiencies. If the condemnation award for the taking of the Condominium is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments shall be levied against the Units based on the respective Percentage Interests and shall constitute a Common Expense.

14.06 Surplus in Construction Fund. It shall be presumed that the first monies disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among the Units based on the respective Percentage Interests.

14.07 Percentage Interests Following Taking. Following the taking of all or part of any Unit (individually the "Taken Unit" and collectively the "Taken Units"), the Percentage Interests appurtenant to each of the Units shall be recalculated proportionately based on the respective Percentage Interests immediately prior to such taking.

14.08 Partition and Sale Upon Consent. If (a), pursuant to Section 14.02, only a part of the Condominium is taken but the Association determines that the Condominium cannot be restored to a usable whole, then, if the Unit Owners having Seventy-Five Percent (75%) or more of the votes consent to subject the Condominium to an action for partition, and (b) the Mortgagees of at least Fifty-one Percent (51 %) of the mortgaged Units agree to an action for partition, the Association shall record with the office of the Register of Deeds for Dane County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to their respective Percentage Interests.

ARTICLE XV

MORTGAGES

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

- (a) The call of any meeting of the membership of the Association or the Board of Directors to be held for the purpose of considering any proposed amendment to this Declaration, the Articles or the Bylaws;
- (b) Any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles or Bylaws or the Rules and Regulations by the Unit Owner whose Unit is subject to the mortgage or land contract;
- (c) Any physical damage to the Common Elements in an amount exceeding Five Percent (5%) of their replacement value;

(d) Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the mortgage or land contract;

(e) Any sixty (60)-day delinquency in the payment of any charges and assessments owed under Article X above by the owner of any Unit securing the mortgage or land contract;

(f) A lapse, cancellation, or material modification of any insurance policy maintained by the Association or land contract; and

(g) Any proposed action that requires the consent of a specified percentage of Mortgagees.

15.02 Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of Article XVI of this Declaration, neither Article XVI, this Section, nor any Section of this Declaration requiring the approval of any Mortgagee to any action shall be amended unless all Mortgagees have given their prior written approval. The Mortgagees of at least Fifty-one Percent (51 %) of the mortgaged Units must consent to an amendment that is materially adverse to the Mortgagees' interests. If a Mortgagee does not respond within sixty (60) days after receipt of proper notice of any written proposal to amend this Declaration, such amendment shall be deemed approved by that Mortgagee, provided such notice was delivered to the Mortgagee by certified or registered mail with a "return receipt" requested.

15.03 Owners of Unmortgaged Units. Except as otherwise set forth in Section 15.02 above, whenever any provision contained in this Declaration requires the consent or approval (whether by vote or in writing) of a stated number or percentage of Mortgagees to any decision, each Unit Owner of any unmortgaged Unit shall be considered a "Mortgagee" as well as a "Unit Owner" for purposes of such provision.

15.04 Condominium Liens. Any Mortgagee who obtains title to a Unit under the remedies provided in the mortgage or land contract against the Unit or through foreclosure shall not be liable for more than six (6) months of the Unit's unpaid dues and assessments accrued before the date on which the holder acquired title, unless otherwise stated in the Condominium Ownership Act.

ARTICLE XVI

AMENDMENT

Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least two-thirds (2/3) of the total voting interests held by all Unit Owners. No Unit Owner's consent shall be effective without the consent of the first Mortgagee of such Unit, to the extent set forth in the Condominium Ownership Act. . No amendment shall alter or abrogate the rights of Residential Unit Owners without the consent of at least two-thirds (2/3) of all Residential Unit Owners. No amendment shall alter or abrogate the rights of Commercial Unit Owners without the consent of at least two-thirds (2/3) of all Commercial Unit Owners. No amendment shall alter or abrogate the rights of

Parking Unit Owners without the consent of at least two-thirds (2/3) of all Parking Unit Owners. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Dane County, and a copy of the amendment shall also be mailed, emailed, or personally delivered to each Unit Owner at its address on file with the Association.

ARTICLE XVII

REMEDIES

17.01 Enforcement by Association. 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 after the compliance deadline stated in the notice passes following delivery of the notice, except that no notice shall be required where an emergency condition (such as the threat of immediate harm to persons or property) exists and the Association takes immediate action to remedy the same. Thereafter, the Association shall have the right to take any and all actions necessary to enforce the terms of this Declaration, including, without limitation, (a) correcting the failure at the Unit Owner's expense, and/or (b) enforcing the provisions of this Declaration by proceedings at law or in equity, and/or (c) imposing a fine for each day the violation continues, at such amount as may from time to time be set forth in the Bylaws or the Rules and Regulations. The Association may levy a special assessment (the "Default Special Assessment") to recover any costs incurred by the Association and/or fines levied by the Association. The Default Special Assessment may be levied against the Unit of the Unit Owner who has failed to comply with any provision of this Declaration, the Bylaws or the Rules and Regulations. Any Unit Owner may elect to contest an alleged violation through the grievance proceedings set forth in the Rules and Regulations.

17.02 Enforcement by Unit Owner. Any Unit Owner (the "Petitioner") who wishes to enforce the provisions of this Declaration against any other Unit Owner shall first submit to the Association (with a copy to the other Unit Owner) a petition (the "Petition") petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other person or entity. The Association shall then have thirty (30) days from the date the Petition is filed (the "Consideration Period") to consider the Petition. If the Association denies or fails to act upon the petition to the satisfaction of the Petitioner within the Consideration Period, thereafter the Petitioner shall have the right to enforce the provisions of this Declaration (except for the collection of charges and assessments under Article X), to the extent that the Petitioner shall so have petitioned, by commencing a legal action to seek monetary damages or by commencing proceedings in equity to restrain the violation; provided, however, that the Petitioner shall be a Unit Owner at the time of commencement of such proceedings and that the Petitioner shall commence the proceedings within a period of sixty (60) days from the earlier to occur of (i) the date of the Association's denial of such petition, or (ii) the passage of the Consideration Period.

17.03 Fees and Costs. The prevailing party in any violation-related proceedings shall have the right to recover the costs and reasonable attorneys' fees in any action or proceeding to enforce, or recover damages for a violation of, this Declaration.

ARTICLE XVIII

GENERAL

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

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

18.03 Agent for Service of Process. The resident agent for service of process shall be as stated on file with the Department of Financial Institutions as provided in the Condominium Ownership Act and the Wisconsin Nonstock Corporation Law.

18.04 Conflicts. In the event a conflict exists among any provisions of this Declaration, the Articles, the Bylaws and the Rules and Regulations, the Declaration shall prevail over the Articles, Bylaws and Rules and Regulations; the Articles shall prevail over the Bylaws and the Rules and Regulations; and the Bylaws shall prevail over the Rules and Regulations.

18.05 City of Madison Residential Parking Permits. The issuance of residential parking permits ("Residential Parking Permits") shall be subject to applicable zoning, which currently makes all 309 High-rise Residential Units ineligible for Residential Parking Permits except for the following: Unit 100, Unit 104, Unit 200, Unit 204, Unit 208, Unit 209, Unit 302, Unit 304, Unit 305, Unit 306, Unit 404, Unit 406, Unit 411, Unit 504, Unit 506 and Unit 604.

[Signature Page Follows.]

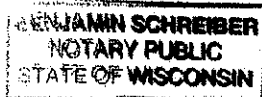
This Second Amended and Restated Declaration complies with the requirements of the Declaration at Article XVI, and the applicable law, Wis. Stat. §703.09(2), in that it has been approved by the written consent of Unit owners with not less than sixty seven percent (67%) of the Unit Owners in the Association, and such consents have been approved by the mortgagees or holders of equivalent security interest in the Units in accordance with the above referenced statute.

Capitol West Condominium Owners Association, Inc.

By: Randy Stanford
Randy Stanford, President.

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 2 day of JUNE, 2020
Randy Stanford, the President of Capitol West Condominium
Owners Association, Inc., who acknowledged the foregoing document for the purposes recited
therein on behalf of said Association.



Name: Benjamin Schreiber
Notary Public, State of Wisconsin
My Commission: Expires 2/24/2024

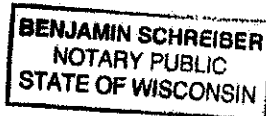
ATTEST:

Capitol West Condominium Owners Association,
Inc.

By: *Diane Langfitt*
Diane Langfitt, Secretary.

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 2 day of June, 2020
Diane Langfitt, the Secretary of Capitol West Condominium
Owners Association, Inc., who acknowledged the foregoing document for the purposes recited
therein on behalf of said Association.



Name: *Benjamin Schreiber*
Notary Public, State of Wisconsin
My Commission: Expires 2/24/2024

EXHIBIT A

LEGAL DESCRIPTION OF THE CONDOMINIUM

Lot 2, Certified Survey Map No. 12008, recorded in Volume 74 of Certified Survey Maps, Pages 34 through 40, as Document No. 4261195, located in the City of Madison, Dane County, Wisconsin, except that part above the top surface of the 309 Parking Structure Plaza Cap (Parking Structure Plan Elevation of 62.52 feet, City of Madison Datum) which said excepted part above 62.52 feet is bounded and described as follows: Beginning at the East Corner of said Lot 2; thence N 44°27'25" W, along the Northeast line of said Lot 2, 65.00 feet; thence S 45°35'20" W, 24.80 feet; thence N 44°24'40" W, 2.11 feet; thence S 45°35'20" W, 36.67 feet; thence S 44°24'40" E, 2.11 feet; thence S 45°35'20" W, 18.04 feet; thence S 44°27'25" E, 65.00 feet; thence S 45°35'20" E, along the Southeast line of said Lot 2, 79.50 feet to the point of beginning, subject to and together with easements established by Subjacent Support Easement, recorded August 6, 2007 as Document No. 4342129, and also by Declaration of Temporary Airspace and Construction Easements recorded August 6, 2007 as Document No. 4342131, and also by Declaration of Temporary Airspace and Construction Easements recorded August 6, 2007 as Document No. 4342132.

Commercial Unit 1 and Storage Units 3001 and 3002; Commercial Unit 2 and Storage Unit 3003; Commercial Unit 3 and Storage Unit 3004; Commercial Unit 4 and Storage Unit 3005; Residential Units 100-104, inclusive, 200-205, inclusive, 207-209, inclusive, 211-217, inclusive, 300-307, inclusive, 309-315, inclusive, 400-407, inclusive, 409-415, inclusive, 500-507, inclusive, 509-515, inclusive, 600-607, inclusive, 609-615, inclusive, 700-707, inclusive, 709-715, inclusive, 800-803, inclusive, 805-807, inclusive, 809, 810, 812-815, inclusive, 900-903, inclusive, 905-908, inclusive, 1001-1005, inclusive, 1101, 1102, 1104, 1105 and 1200; Storage Unit 3006, 3008-3063, inclusive, 3065-3103, inclusive, and 3105-3141, inclusive, 3142-3146, inclusive, and 3148-3154, inclusive; Parking Units 2000-2219, inclusive; Units 1500, 1505, 1510, 1515, 1520, 1525, 1530, 1535, 1540, 1545, 1611, 1621, 1631, 6141 and 1651 in the Capitol West Condominium(s) created by a "Declaration of Condominium" recorded May 20, 2008, in the Office, as Document No. 4432566, First Amendment to Declaration recorded October 30, 2012 as Document No. 4927881, and any amendments and/or corrections thereto, and by its Condominium Plat recorded May 20, 2008 as Document No. 4432567 and Plat Addendum No. 1 recorded October 30, 2012 as Document No. 4927882 all in the Office of the Register of Deeds for Dane County, Wisconsin, and any amendments and/or corrections thereto. Said land being in the City of Madison, Dane County, Wisconsin.

EXHIBIT B

TAX PARCEL ID NUMBERS

<u>Tax Key</u>	<u>Unit Number</u>
0709-231-1701-8	309 W. Washington Avenue #CDM
0709-121-6501-7	1
0709-231-6502-5	2
0709-231-6503-3	3
0709-231-6504-1	4
0709-231-6505-9	100
0709-231-6506-7	101
0709-231-6507-5	102
0709-231-6508-3	103
0709-231-6509-1	104
0709-231-6510-8	200
0709-231-6511-6	201
0709-231-6512-4	202
0709-231-6513-2	203
0709-231-6514-0	204
0709-231-6515-8	205
0709-231-6516-6	207
0709-231-6517-4	208
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0709-231-6519-0	211
0709-231-6520-7	212
0709-231-6521-5	213

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0709-231-6647-9	1651

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0709-231-6704-7	Parking Unit 2003
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0709-231-6888-9	Parking Unit 2186
0709-231-6889-7	Parking Unit 2187
0709-231-6890-4	Parking Unit 2188
0709-231-6891-2	Parking Unit 2189
0709-231-6892-0	Parking Unit 2190
0709-231-6893-8	Parking Unit 2191
0709-231-6894-6	Parking Unit 2192
0709-231-6895-4	Parking Unit 2193
0709-231-6896-2	Parking Unit 2194
0709-231-6897-0	Parking Unit 2195
0709-231-6898-8	Parking Unit 2196
0709-231-6899-6	Parking Unit 2197
0709-231-6901-9	Parking Unit 2198
0709-231-6902-7	Parking Unit 2199
0709-231-6903-5	Parking Unit 2200
0709-231-6904-3	Parking Unit 2201

0709-231-6905-1	Parking Unit 2202
0709-231-6906-9	Parking Unit 2203
0709-231-6907-7	Parking Unit 2204
0709-231-6908-5	Parking Unit 2205
0709-231-6909-3	Parking Unit 2206
0709-231-6910-0	Parking Unit 2207
0709-231-6911-8	Parking Unit 2208
0709-231-6912-6	Parking Unit 2209
0709-231-6913-4	Parking Unit 2210
0709-231-6914-2	Parking Unit 2211
0709-231-6915-0	Parking Unit 2212
0709-231-6916-8	Parking Unit 2213
0709-231-6917-6	Parking Unit 2214
0709-231-6918-4	Parking Unit 2215
0709-231-6919-2	Parking Unit 2216
0709-231-6920-9	Parking Unit 2217
0709-231-6921-7	Parking Unit 2218
0709-231-6922-5	Parking Unit 2219
0709-231-7001-6	Storage Unit 3001
0709-231-7002-4	Storage Unit 3002
0709-231-7003-2	Storage Unit 3003
0709-231-7004-0	Storage Unit 3004
0709-231-7005-8	Storage Unit 3005
0709-231-7006-6	Storage Unit 3006
0709-231-7007-4	Storage Unit 3008

0709-231-7008-2	Storage Unit 3009
0709-231-7009-0	Storage Unit 3010
0709-231-7010-7	Storage Unit 3011
0709-231-7011-5	Storage Unit 3012
0709-231-7012-3	Storage Unit 3013
0709-231-7013-1	Storage Unit 3014
0709-231-7014-9	Storage Unit 3015
0709-231-7015-7	Storage Unit 3016
0709-231-7016-5	Storage Unit 3017
0709-231-7017-3	Storage Unit 3018
0709-231-7018-1	Storage Unit 3019
0709-231-7019-9	Storage Unit 3020
0709-231-7020-6	Storage Unit 3021
0709-231-7021-4	Storage Unit 3022
0790-231-7022-2	Storage Unit 3023
0709-231-7023-0	Storage Unit 3024
0709-231-7024-8	Storage Unit 3025
0709-231-7025-6	Storage Unit 3026
0709-231-7026-4	Storage Unit 3027
0709-231-7027-2	Storage Unit 3028
0709-231-7028-0	Storage Unit 3029
0709-231-7029-8	Storage Unit 3030
0709-231-7030-5	Storage Unit 3031
0709-231-7031-3	Storage Unit 3032
0709-231-7032-1	Storage Unit 3033

0709-231-7033-9	Storage Unit 3034
0709-231-7034-7	Storage Unit 3035
0709-231-7035-5	Storage Unit 3036
0709-231-7036-3	Storage Unit 3037
0709-231-7037-1	Storage Unit 3038
0709-231-7038-9	Storage Unit 3039
0709-231-7039-7	Storage Unit 3040
0709-231-7040-4	Storage Unit 3041
0709-231-7041-2	Storage Unit 3042
0709-231-7042-0	Storage Unit 3043
0709-231-7043-8	Storage Unit 3044
0709-231-7044-6	Storage Unit 3045
0709-231-7045-4	Storage Unit 3046
0709-231-7046-2	Storage Unit 3047
0709-231-7047-0	Storage Unit 3048
0709-231-7048-8	Storage Unit 3049
0709-231-7049-6	Storage Unit 3050
0709-231-7050-3	Storage Unit 3051
0709-231-7051-1	Storage Unit 3052
0709-231-7052-9	Storage Unit 3053
0709-231-7053-7	Storage Unit 3054
0709-231-7054-5	Storage Unit 3055
0709-231-7055-3	Storage Unit 3056
0709-231-7056-1	Storage Unit 3057
0709-231-7057-9	Storage Unit 3058

0709-231-7058-7	Storage Unit 3059
0709-231-7059-5	Storage Unit 3060
0709-231-7060-2	Storage Unit 3061
0709-231-7061-0	Storage Unit 3062
0709-231-7062-8	Storage Unit 3063
0709-231-7063-6	Storage Unit 3065
0709-231-7064-4	Storage Unit 3066
0709-231-7065-2	Storage Unit 3067
0709-231-7066-0	Storage Unit 3068
0709-231-7067-8	Storage Unit 3069
0709-231-7068-6	Storage Unit 3070
0709-231-7069-4	Storage Unit 3071
0709-231-7070-1	Storage Unit 3072
0709-231-7071-9	Storage Unit 3073
0709-231-7072-7	Storage Unit 3074
0709-231-7073-5	Storage Unit 3075
0709-231-7074-3	Storage Unit 3076
0709-231-7075-1	Storage Unit 3077
0709-231-7076-9	Storage Unit 3078
0709-231-7077-7	Storage Unit 3079
0709-231-7078-5	Storage Unit 3080
0709-231-7079-3	Storage Unit 3081
0709-231-7080-0	Storage Unit 3082
0709-231-7081-8	Storage Unit 3083
0709-231-7082-6	Storage Unit 3084

0709-231-7083-4	Storage Unit 3085
0709-231-7084-2	Storage Unit 3086
0709-231-7085-0	Storage Unit 3087
0709-231-7086-8	Storage Unit 3088
0709-231-7087-6	Storage Unit 3089
0709-231-7088-4	Storage Unit 3090
0709-231-7089-2	Storage Unit 3091
0709-231-7090-9	Storage Unit 3092
0709-231-7091-7	Storage Unit 3093
0709-231-7092-5	Storage Unit 3094
0709-231-7093-3	Storage Unit 3095
0709-231-7094-1	Storage Unit 3096
0709-231-7095-9	Storage Unit 3097
0709-231-7096-7	Storage Unit 3098
0709-231-7097-5	Storage Unit 3099
0709-231-7098-3	Storage Unit 3100
0709-231-7099-1	Storage Unit 3101
0709-231-7101-4	Storage Unit 3102
0709-231-7102-2	Storage Unit 3103
0709-231-7103-0	Storage Unit 3105
0709-231-7104-8	Storage Unit 3106
0709-231-7105-6	Storage Unit 3107
0709-231-7106-4	Storage Unit 3108
0709-231-7107-2	Storage Unit 3109
0709-231-7108-0	Storage Unit 3110

0709-231-7109-8	Storage Unit 3111
0709-231-7110-5	Storage Unit 3112
0709-231-7111-3	Storage Unit 3113
0709-231-7112-1	Storage Unit 3114
0709-231-7113-9	Storage Unit 3115
0709-231-7114-7	Storage Unit 3116
0709-231-7115-5	Storage Unit 3117
0709-231-7116-3	Storage Unit 3118
0709-231-7117-1	Storage Unit 3119
0709-231-7118-9	Storage Unit 3120
0709-231-7119-7	Storage Unit 3121
0709-231-7120-4	Storage Unit 3122
0709-231-7121-2	Storage Unit 3123
0709-231-7122-0	Storage Unit 3124
0709-231-7123-8	Storage Unit 3125
0709-231-7124-6	Storage Unit 3126
0709-231-7125-4	Storage Unit 3127
0709-231-7126-2	Storage Unit 3128
0709-231-7127-0	Storage Unit 3129
0709-231-7128-8	Storage Unit 3130
0709-231-7129-6	Storage Unit 3131
0709-231-7130-3	Storage Unit 3132
0709-231-7131-1	Storage Unit 3133
0709-231-7132-9	Storage Unit 3134
0709-231-7133-7	Storage Unit 3135

0709-231-7134-5	Storage Unit 3136
0709-231-7135-3	Storage Unit 3137
0709-231-7136-1	Storage Unit 3138
0709-231-7137-9	Storage Unit 3139
0709-231-7138-7	Storage Unit 3140
0709-231-7139-5	Storage Unit 3141
0709-231-7140-2	Storage Unit 3142
0709-231-7141-0	Storage Unit 3143
0709-231-7142-8	Storage Unit 3144
0709-231-7143-6	Storage Unit 3145
0709-231-7144-4	Storage Unit 3146
0709-231-7145-2	Storage Unit 3148
0709-231-7146-0	Storage Unit 3149
0709-231-7147-8	Storage Unit 3150
0709-231-7148-6	Storage Unit 3151
0709-231-7149-4	Storage Unit 3152
0709-231-7150-1	Storage Unit 3153
0709-231-7161-9	Storage Unit 3154

EXHIBIT C

PERCENTAGE INTERESTS

<u>UNIT</u>	<u>PERCENT</u>	<u>Number of Votes</u>
1	0.861%	1
2	1.715%	1
3	0.784%	1
4	0.899%	1
100	0.374%	1
101	0.624%	1
102	0.382%	1
103	0.525%	1
104	0.285%	1
200	0.455%	1
201	0.621%	1
202	0.303%	1
203	0.309%	1
204	0.285%	1
205	0.321%	1
207	0.319%	1
208	0.481%	1
209	0.309%	1
211	0.695%	1
212	0.500%	1
213	0.382%	1
214	0.397%	1
215	0.403%	1
216	0.425%	1
217	0.428%	1
300	0.455%	1
301	0.621%	1
302	0.303%	1
303	0.382%	1
304	0.285%	1
305	0.496%	1
306	0.481%	1
307	0.382%	1
309	0.695%	1
310	0.511%	1
311	0.383%	1
312	0.399%	1
313	0.403%	1
314	0.425%	1
315	0.562%	1
400	0.523%	1

<u>UNIT</u>	<u>PERCENT</u>	<u>Number of Votes</u>
401	0.554%	1
402	0.304%	1
403	0.382%	1
404	0.285%	1
405	0.494%	1
406	0.481%	1
407	0.382%	1
409	0.695%	1
410	0.523%	1
411	0.383%	1
412	0.466%	1
413	0.403%	1
414	0.425%	1
415	0.576%	1
500	0.523%	1
501	0.554%	1
502	0.304%	1
503	0.382%	1
504	0.285%	1
505	0.494%	1
506	0.481%	1
507	0.382%	1
509	0.695%	1
510	0.523%	1
511	0.383%	1
512	0.466%	1
513	0.403%	1
514	0.425%	1
515	0.503%	1
600	0.523%	1
601	0.554%	1
602	0.304%	1
603	0.382%	1
604	0.285%	1
605	0.494%	1
606	0.481%	1
607	0.382%	1
609	0.695%	1
610	0.523%	1
611	0.383%	1
612	0.396%	1
613	0.403%	1
614	0.425%	1
615	0.503%	1

<u>UNIT</u>	<u>PERCENT</u>	<u>Number of Votes</u>
700	0.523%	1
701	0.554%	1
702	0.304%	1
703	0.382%	1
704	0.285%	1
705	0.494%	1
706	0.481%	1
707	0.371%	1
709	0.682%	1
710	0.523%	1
711	0.383%	1
712	0.399%	1
713	0.403%	1
714	0.425%	1
715	0.503%	1
800	0.561%	1
801	0.542%	1
802	0.552%	1
803	0.371%	1
805	0.494%	1
806	0.482%	1
807	0.371%	1
809	0.696%	1
810	0.645%	1
812	0.368%	1
813	0.555%	1
814	0.453%	1
815	0.461%	1
900	0.534%	1
901	0.728%	1
902	0.549%	1
903	0.479%	1
905	0.480%	1
906	0.574%	1
907	0.856%	1
908	0.572%	1
1001	0.776%	1
1002	0.988%	1
1003	0.969%	1
1004	1.073%	1
1005	0.839%	1
1101	1.054%	1
1102	0.857%	1
1104	0.947%	1

<u>UNIT</u>	<u>PERCENT</u>	<u>Number of Votes</u>
1105	1.050%	1
1200	0.000%	0
1500	0.816%	1
1505	0.816%	1
1510	0.782%	1
1515	0.782%	1
1520	0.820%	1
1525	0.820%	1
1530	0.782%	1
1535	0.782%	1
1540	0.816%	1
1545	0.816%	1
1611	0.819%	1
1621	0.823%	1
1631	0.819%	1
1641	0.819%	1
1651	0.819%	1
2000	0.073%	0
2001	0.073%	0
2002	0.073%	0
2003	0.073%	0
2004	0.073%	0
2005	0.073%	0
2006	0.073%	0
2007	0.073%	0
2008	0.073%	0
2009	0.073%	0
2010	0.073%	0
2011	0.073%	0
2012	0.073%	0
2013	0.073%	0
2014	0.073%	0
2015	0.073%	0
2016	0.073%	0
2017	0.073%	0
2018	0.073%	0
2019	0.073%	0
2020	0.073%	0
2021	0.073%	0
2022	0.073%	0
2023	0.073%	0
2024	0.073%	0
2025	0.073%	0
2026	0.073%	0

<u>UNIT</u>	<u>PERCENT</u>	<u>Number of Votes</u>
2027	0.073%	0
2028	0.073%	0
2029	0.073%	0
2030	0.073%	0
2031	0.073%	0
2032	0.073%	0
2033	0.073%	0
2034	0.073%	0
2035	0.073%	0
2036	0.073%	0
2037	0.073%	0
2038	0.073%	0
2039	0.073%	0
2040	0.073%	0
2041	0.073%	0
2042	0.073%	0
2043	0.073%	0
2044	0.073%	0
2045	0.073%	0
2046	0.073%	0
2047	0.073%	0
2048	0.073%	0
2049	0.073%	0
2050	0.073%	0
2051	0.073%	0
2052	0.073%	0
2053	0.073%	0
2054	0.073%	0
2055	0.073%	0
2056	0.073%	0
2057	0.073%	0
2058	0.073%	0
2059	0.073%	0
2060	0.073%	0
2061	0.073%	0
2062	0.073%	0
2063	0.073%	0
2064	0.073%	0
2065	0.073%	0
2066	0.073%	0
2067	0.073%	0
2068	0.073%	0
2069	0.073%	0
2070	0.073%	0

<u>UNIT</u>	<u>PERCENT</u>	<u>Number of Votes</u>
2071	0.073%	0
2072	0.073%	0
2073	0.073%	0
2074	0.073%	0
2075	0.073%	0
2076	0.073%	0
2077	0.073%	0
2078	0.073%	0
2079	0.073%	0
2080	0.073%	0
2081	0.073%	0
2082	0.073%	0
2083	0.073%	0
2084	0.073%	0
2085	0.073%	0
2086	0.073%	0
2087	0.073%	0
2088	0.073%	0
2089	0.073%	0
2090	0.073%	0
2091	0.073%	0
2092	0.073%	0
2093	0.073%	0
2094	0.073%	0
2095	0.073%	0
2096	0.073%	0
2097	0.073%	0
2098	0.073%	0
2099	0.073%	0
2100	0.073%	0
2101	0.073%	0
2102	0.073%	0
2103	0.073%	0
2104	0.073%	0
2105	0.073%	0
2106	0.073%	0
2107	0.073%	0
2108	0.073%	0
2109	0.073%	0
2110	0.073%	0
2111	0.073%	0
2112	0.073%	0
2113	0.073%	0
2114	0.073%	0

<u>UNIT</u>	<u>PERCENT</u>	<u>Number of Votes</u>
2115	0.073%	0
2116	0.073%	0
2117	0.073%	0
2118	0.073%	0
2119	0.073%	0
2120	0.073%	0
2121	0.073%	0
2122	0.073%	0
2123	0.073%	0
2124	0.073%	0
2125	0.073%	0
2126	0.073%	0
2127	0.073%	0
2128	0.073%	0
2129	0.073%	0
2130	0.073%	0
2131	0.073%	0
2132	0.073%	0
2133	0.073%	0
2134	0.073%	0
2135	0.073%	0
2136	0.073%	0
2137	0.073%	0
2138	0.073%	0
2139	0.073%	0
2140	0.073%	0
2141	0.073%	0
2142	0.073%	0
2143	0.073%	0
2144	0.073%	0
2145	0.073%	0
2146	0.073%	0
2147	0.073%	0
2148	0.073%	0
2149	0.073%	0
2150	0.073%	0
2151	0.073%	0
2152	0.073%	0
2153	0.073%	0
2154	0.073%	0
2155	0.073%	0
2156	0.073%	0
2157	0.073%	0
2158	0.073%	0

<u>UNIT</u>	<u>PERCENT</u>	<u>Number of Votes</u>
2159	0.073%	0
2160	0.073%	0
2161	0.073%	0
2162	0.073%	0
2163	0.073%	0
2164	0.073%	0
2165	0.073%	0
2166	0.073%	0
2167	0.073%	0
2168	0.073%	0
2169	0.073%	0
2170	0.073%	0
2171	0.073%	0
2172	0.073%	0
2173	0.073%	0
2174	0.073%	0
2175	0.073%	0
2176	0.073%	0
2177	0.073%	0
2178	0.073%	0
2179	0.073%	0
2180	0.073%	0
2181	0.073%	0
2182	0.073%	0
2183	0.073%	0
2184	0.073%	0
2185	0.073%	0
2186	0.073%	0
2187	0.073%	0
2188	0.073%	0
2189	0.073%	0
2190	0.073%	0
2191	0.073%	0
2192	0.073%	0
2193	0.073%	0
2194	0.073%	0
2195	0.073%	0
2196	0.073%	0
2197	0.073%	0
2198	0.073%	0
2199	0.073%	0
2200	0.073%	0
2201	0.073%	0
2202	0.073%	0

<u>UNIT</u>	<u>PERCENT</u>	<u>Number of Votes</u>
2203	0.073%	0
2204	0.073%	0
2205	0.073%	0
2206	0.073%	0
2207	0.073%	0
2208	0.073%	0
2209	0.073%	0
2210	0.073%	0
2211	0.073%	0
2212	0.073%	0
2213	0.073%	0
2214	0.073%	0
2215	0.073%	0
2216	0.073%	0
2217	0.073%	0
2218	0.073%	0
2219	0.073%	0
3001	0.040%	0
3002	0.040%	0
3003	0.040%	0
3004	0.038%	0
3005	0.040%	0
3006	0.040%	0
3008	0.032%	0
3009	0.040%	0
3010	0.041%	0
3011	0.039%	0
3012	0.029%	0
3013	0.027%	0
3014	0.030%	0
3015	0.029%	0
3016	0.028%	0
3017	0.029%	0
3018	0.028%	0
3019	0.027%	0
3020	0.028%	0
3021	0.028%	0
3022	0.029%	0
3023	0.021%	0
3024	0.022%	0
3025	0.146%	0
3026	0.009%	0
3027	0.009%	0
3028	0.009%	0

<u>UNIT</u>	<u>PERCENT</u>	<u>Number of Votes</u>
3029	0.009%	0
3030	0.009%	0
3031	0.199%	0
3032	0.354%	0
3033	0.014%	0
3034	0.012%	0
3035	0.023%	0
3036	0.031%	0
3037	0.017%	0
3038	0.018%	0
3039	0.018%	0
3040	0.019%	0
3041	0.022%	0
3042	0.021%	0
3043	0.023%	0
3044	0.014%	0
3045	0.015%	0
3046	0.018%	0
3047	0.032%	0
3048	0.023%	0
3049	0.023%	0
3050	0.023%	0
3051	0.023%	0
3052	0.022%	0
3053	0.022%	0
3054	0.023%	0
3055	0.023%	0
3056	0.023%	0
3057	0.022%	0
3058	0.022%	0
3059	0.023%	0
3060	0.023%	0
3061	0.025%	0
3062	0.028%	0
3063	0.024%	0
3065	0.026%	0
3066	0.023%	0
3067	0.023%	0
3068	0.025%	0
3069	0.025%	0
3070	0.023%	0
3071	0.023%	0
3072	0.026%	0
3073	0.024%	0

<u>UNIT</u>	<u>PERCENT</u>	<u>Number of Votes</u>
3074	0.023%	0
3075	0.028%	0
3076	0.024%	0
3077	0.035%	0
3078	0.025%	0
3079	0.024%	0
3080	0.024%	0
3081	0.024%	0
3082	0.024%	0
3083	0.023%	0
3084	0.023%	0
3085	0.023%	0
3086	0.023%	0
3087	0.023%	0
3088	0.023%	0
3089	0.023%	0
3090	0.023%	0
3091	0.023%	0
3092	0.026%	0
3093	0.022%	0
3094	0.023%	0
3095	0.023%	0
3096	0.021%	0
3097	0.028%	0
3098	0.030%	0
3099	0.030%	0
3100	0.026%	0
3101	0.029%	0
3102	0.026%	0
3103	0.024%	0
3105	0.013%	0
3106	0.013%	0
3107	0.020%	0
3108	0.024%	0
3109	0.024%	0
3110	0.025%	0
3111	0.013%	0
3112	0.020%	0
3113	0.024%	0
3114	0.024%	0
3115	0.025%	0
3116	0.013%	0
3117	0.020%	0
3118	0.024%	0

<u>UNIT</u>	<u>PERCENT</u>	<u>Number of Votes</u>
3119	0.025%	0
3120	0.025%	0
3121	0.013%	0
3122	0.020%	0
3123	0.024%	0
3124	0.024%	0
3125	0.025%	0
3126	0.013%	0
3127	0.020%	0
3128	0.024%	0
3129	0.022%	0
3130	0.025%	0
3131	0.013%	0
3132	0.020%	0
3133	0.024%	0
3134	0.022%	0
3135	0.025%	0
3136	0.013%	0
3137	0.020%	0
3138	0.024%	0
3139	0.013%	0
3140	0.013%	0
3141	0.013%	0
3142	0.165%	0
3143	0.042%	0
3144	0.042%	0
3145	0.042%	0
3146	0.258%	0
3148	0.064%	0
3149	0.040%	0
3150	0.040%	0
3151	0.042%	0
3152	0.042%	0
3153	0.042%	0
3154	0.258%	0

EXHIBIT D

309 HIGH-RISE GENERAL ASSESSMENTS

<u>UNIT</u>	<u>PERCENT</u>
1	1.199%
2	2.387%
3	1.091%
4	1.252%
100	0.521%
101	0.868%
102	0.532%
103	0.730%
104	0.396%
200	0.633%
201	0.865%
202	0.422%
203	0.431%
204	0.396%
205	0.446%
207	0.444%
208	0.669%
209	0.431%
211	0.968%
212	0.696%
213	0.532%
214	0.553%
215	0.561%
216	0.592%
217	0.595%
300	0.633%
301	0.864%
302	0.422%
303	0.531%
304	0.396%
305	0.691%
306	0.669%
307	0.531%
309	0.968%
310	0.711%
311	0.533%
312	0.556%
313	0.561%
314	0.592%
315	0.783%
400	0.728%

<u>UNIT</u>	<u>PERCENT</u>
401	0.771%
402	0.423%
403	0.531%
404	0.396%
405	0.687%
406	0.669%
407	0.531%
409	0.968%
410	0.728%
411	0.533%
412	0.649%
413	0.561%
414	0.592%
415	0.802%
500	0.728%
501	0.771%
502	0.423%
503	0.531%
504	0.396%
505	0.687%
506	0.669%
507	0.531%
509	0.968%
510	0.728%
511	0.533%
512	0.649%
513	0.561%
514	0.592%
515	0.700%
600	0.728%
601	0.771%
602	0.423%
603	0.531%
604	0.396%
605	0.687%
606	0.669%
607	0.531%
609	0.968%
610	0.728%
611	0.533%
612	0.552%
613	0.561%
614	0.592%
615	0.700%

<u>UNIT</u>	<u>PERCENT</u>
700	0.728%
701	0.771%
702	0.423%
703	0.531%
704	0.396%
705	0.687%
706	0.669%
707	0.516%
709	0.950%
710	0.728%
711	0.533%
712	0.556%
713	0.561%
714	0.592%
715	0.700%
800	0.781%
801	0.754%
802	0.768%
803	0.516%
805	0.687%
806	0.671%
807	0.517%
809	0.969%
810	0.898%
812	0.512%
813	0.772%
814	0.630%
815	0.642%
900	0.743%
901	1.014%
902	0.765%
903	0.667%
905	0.669%
906	0.799%
907	1.192%
908	0.797%
1001	1.080%
1002	1.375%
1003	1.349%
1004	1.494%
1005	1.168%
1101	1.467%
1102	1.193%
1104	1.318%

<u>UNIT</u>	<u>PERCENT</u>
1105	1.462%
1200	0.000%
3001	0.050%
3002	0.050%
3003	0.050%
3004	0.050%
3005	0.050%
3006	0.050%
3008	0.050%
3009	0.050%
3010	0.050%
3011	0.050%
3012	0.050%
3013	0.050%
3014	0.050%
3015	0.050%
3016	0.050%
3017	0.050%
3018	0.050%
3019	0.050%
3020	0.050%
3021	0.050%
3022	0.050%
3023	0.050%
3024	0.050%
3025	0.050%
3026	0.050%
3027	0.050%
3028	0.050%
3029	0.050%
3030	0.050%
3031	0.050%
3032	0.050%
3033	0.050%
3034	0.050%
3035	0.050%
3036	0.050%
3037	0.050%
3038	0.050%
3039	0.050%
3040	0.050%
3041	0.050%
3042	0.050%
3043	0.050%

<u>UNIT</u>	<u>PERCENT</u>
3044	0.050%
3045	0.050%
3046	0.050%
3047	0.050%
3048	0.050%
3049	0.050%
3050	0.050%
3051	0.050%
3052	0.050%
3053	0.050%
3054	0.050%
3055	0.050%
3056	0.050%
3057	0.050%
3058	0.050%
3059	0.050%
3060	0.050%
3061	0.050%
3062	0.050%
3063	0.050%
3065	0.050%
3066	0.050%
3067	0.050%
3068	0.050%
3069	0.050%
3070	0.050%
3071	0.050%
3072	0.050%
3073	0.050%
3074	0.050%
3075	0.050%
3076	0.050%
3077	0.050%
3078	0.050%
3079	0.050%
3080	0.050%
3081	0.050%
3082	0.050%
3083	0.050%
3084	0.050%
3085	0.050%
3086	0.050%
3087	0.050%
3088	0.050%

<u>UNIT</u>	<u>PERCENT</u>
3089	0.050%
3090	0.050%
3091	0.050%
3092	0.050%
3093	0.050%
3094	0.050%
3095	0.050%
3096	0.050%
3097	0.050%
3098	0.050%
3099	0.050%
3100	0.050%
3101	0.050%
3102	0.050%
3103	0.050%
3105	0.050%
3106	0.050%
3107	0.050%
3108	0.050%
3109	0.050%
3110	0.050%
3111	0.050%
3112	0.050%
3113	0.050%
3114	0.050%
3115	0.050%
3116	0.050%
3117	0.050%
3118	0.050%
3119	0.050%
3120	0.050%
3121	0.050%
3122	0.050%
3123	0.050%
3124	0.050%
3125	0.050%
3126	0.050%
3127	0.050%
3128	0.050%
3129	0.050%
3130	0.050%
3131	0.050%
3132	0.050%
3133	0.050%

<u>UNIT</u>	<u>PERCENT</u>
3134	0.050%
3135	0.050%
3136	0.050%
3137	0.050%
3138	0.050%
3139	0.050%
3140	0.050%
3141	0.050%

EXHIBIT E
TOWNHOUSE GENERAL ASSESSMENTS

<u>UNIT</u>	<u>PERCENT</u>
1500	6.73%
1505	6.73%
1510	6.44%
1515	6.44%
1520	6.76%
1525	6.76%
1530	6.44%
1535	6.44%
1540	6.73%
1545	6.73%
1611	6.75%
1621	6.78%
1631	6.75%
1641	6.75%
1651	6.75%

EXHIBIT F

309 PARKING GENERAL ASSESSMENTS

<u>UNIT</u>	<u>PERCENT</u>
2000	0.44%
2001	0.44%
2002	0.44%
2003	0.44%
2004	0.44%
2005	0.44%
2006	0.44%
2007	0.44%
2008	0.44%
2009	0.44%
2010	0.44%
2011	0.44%
2012	0.44%
2013	0.44%
2014	0.44%
2015	0.44%
2016	0.44%
2017	0.44%
2018	0.44%
2019	0.44%
2020	0.44%
2021	0.44%
2022	0.44%
2023	0.44%
2024	0.44%
2025	0.44%
2026	0.44%
2027	0.44%
2028	0.44%
2029	0.44%
2030	0.44%
2031	0.44%
2032	0.44%
2033	0.44%
2034	0.44%
2035	0.44%
2036	0.44%
2037	0.44%
2038	0.44%
2039	0.44%
2040	0.44%

<u>UNIT</u>	<u>PERCENT</u>
2041	0.44%
2042	0.44%
2043	0.44%
2044	0.44%
2045	0.44%
2046	0.44%
2047	0.44%
2048	0.44%
2049	0.44%
2050	0.44%
2051	0.44%
2052	0.44%
2053	0.44%
2054	0.44%
2055	0.44%
2056	0.44%
2057	0.44%
2058	0.44%
2059	0.44%
2060	0.44%
2061	0.44%
2062	0.44%
2063	0.44%
2064	0.44%
2065	0.44%
2066	0.44%
2067	0.44%
2068	0.44%
2069	0.44%
2070	0.44%
2071	0.44%
2072	0.44%
2073	0.44%
2074	0.44%
2075	0.44%
2076	0.44%
2077	0.44%
2078	0.44%
2079	0.44%
2080	0.44%
2081	0.44%
2082	0.44%
2083	0.44%
2084	0.44%

<u>UNIT</u>	<u>PERCENT</u>
2085	0.44%
2086	0.44%
2087	0.44%
2088	0.44%
2089	0.44%
2090	0.44%
2091	0.44%
2092	0.44%
2093	0.44%
2094	0.44%
2095	0.44%
2096	0.44%
2097	0.44%
2098	0.44%
2099	0.44%
2100	0.44%
2101	0.44%
2102	0.44%
2103	0.44%
2104	0.44%
2105	0.44%
2106	0.44%
2107	0.44%
2108	0.44%
2109	0.44%
2110	0.44%
2111	0.44%
2112	0.44%
2113	0.44%
2114	0.44%
2115	0.44%
2116	0.44%
2117	0.44%
2118	0.44%
2119	0.44%
2120	0.44%
2121	0.44%
2122	0.44%
2123	0.44%
2124	0.44%
2125	0.44%
2126	0.44%
2127	0.44%
2128	0.44%

<u>UNIT</u>	<u>PERCENT</u>
2129	0.44%
2130	0.44%
2131	0.44%
2132	0.44%
2133	0.44%
2134	0.44%
2135	0.44%
2136	0.44%
2137	0.44%
2138	0.44%
2139	0.44%
2140	0.44%
2141	0.44%
2142	0.44%
2143	0.44%
2144	0.44%
2145	0.44%
2146	0.44%
2147	0.44%
2148	0.44%
2149	0.44%
2150	0.44%
2151	0.44%
2152	0.44%
2153	0.44%
2154	0.44%
2155	0.44%
2156	0.44%
2157	0.44%
2158	0.44%
2159	0.44%
2160	0.44%
2161	0.44%
2162	0.44%
2163	0.44%
2164	0.44%
2165	0.44%
2166	0.44%
2167	0.44%
2168	0.44%
2169	0.44%
2170	0.44%
2171	0.44%
2172	0.44%

<u>UNIT</u>	<u>PERCENT</u>
2173	0.44%
2174	0.44%
2175	0.44%
2176	0.44%
2177	0.44%
2178	0.44%
2179	0.44%
2180	0.44%
2181	0.44%
2182	0.44%
2183	0.44%
2184	0.44%
2185	0.44%
2186	0.44%
2187	0.44%
2188	0.44%
2189	0.44%
2190	0.44%
2191	0.44%
2192	0.44%
2193	0.44%
2194	0.44%
2195	0.44%
2196	0.44%
2197	0.44%
2198	0.44%
2199	0.44%
2200	0.44%
2201	0.44%
2202	0.44%
2203	0.44%
2204	0.44%
2205	0.44%
2206	0.44%
2207	0.44%
2208	0.44%
2209	0.44%
2210	0.44%
2211	0.44%
2212	0.44%
2213	0.44%
2214	0.44%
2215	0.44%
2216	0.44%

<u>UNIT</u>	<u>PERCENT</u>
2217	0.44%
2218	0.44%
2219	0.44%
3142	0.28%
3143	0.28%
3144	0.28%
3145	0.28%
3146	0.28%
3148	0.28%
3149	0.28%
3150	0.28%
3151	0.28%
3152	0.28%
3153	0.28%
3154	0.28%